

Public Contract for Services Maintenance of County Open Space Properties Fireside Masonry & Construction, Inc.

DATE: FEBRUARY 21, 2024
TO: DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS
THROUGH: DOUGLAS J. DEBORD, COUNTY MANAGER
FROM: DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
CC: SCOTT MCELDFOWNEY, ASSISTANT DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
SUBJECT: PUBLIC CONTRACT FOR SERVICES – MAINTENANCE OF COUNTY OPEN SPACE PROPERTIES - FIRESIDE MASONRY & CONSTRUCTION, INC.

BOARD OF COUNTY COMMISSIONERS MEETING:

MARCH 12, 2024

I. EXECUTIVE SUMMARY

Open Space staff is requesting the approval of a public contract for services for the maintenance of all County Open Space properties. The contract term will commence January 1, 2024 and terminate on December 31, 2024. The amount of funds appropriated for this contract is not to exceed \$150,000. This contract will include general maintenance and construction of OSNR buildings and structures. This contract is essential to the continued expectations of Douglas County Open Space users and will allow for the best maintenance management of County Open Space properties. Open Space staff is requesting two (2) separate contracts for general maintenance and construction. The purpose of contracting with two (2) different vendors is to maximize project flexibility and to ensure fiscal efficiency. This specific request is to contract with Fireside Masonry & Construction, Inc.

II. PROJECT OVERVIEW OR REQUEST

A. Request

Staff is requesting Board approval of the Public Contract for Services (PCS) between the Board of County Commissioners (BOCC), and Fireside Masonry & Construction, Inc.

B. Process

- a. A public invitation for bid (RFQ 051-23) was posted on the Rocky Mountain E-Bid System December 19, 2023, and local publication received legal notice on December 21, 2023. All responses were due January 3, 2024.
- b. All bids were reviewed by the Open Space staff on January 12, 2024. OSNR Staff agreed on January 29, 2024, that this bid best represents all expectations, cost effectiveness, and choice for this contract would be satisfactory.

III. BACKGROUND

Open Space and Natural Resource (OSNR) staff conducted a competitive process (RFQ 051-23) for the Maintenance of County Open Space properties. All RFQ responses were set for a due date of January 12, 2024. Open Space received five separate bids. OSNR staff prioritized proper use of County funding and adequate responses that reflected satisfactory quality of services bid. With these factors, and previous knowledge for the quality of work performed, staff would like to select Fireside Masonry & Construction, Inc. as one of its preferred vendors for the OSNR 2024 maintenance and construction contract.

This bid represents the most cost-effective approach while also meeting the requirements and expectations of all Open Space staff and users.

Fireside Masonry & Construction, Inc. has maintained a well-developed partnership with OSNR through previous contract agreements. Throughout this time, Fireside Masonry & Construction, Inc. has continued to represent themselves professionally and continue to implement a quality of work that has remained satisfactory for OSNR service expectations., Furthermore, Fireside Masonry & Construction, Inc.is always willing to expand their services to fit County needs.

IV. RECOMMENDED ACTION

It is OSNR staff recommendation that the PCS between the BOCC and Fireside Masonry & Construction, Inc. be approved as it meets the following objectives:

Objective OS 2E

Adopt and refine open space resource management plans to balance the needs and desires for public use of open space properties and features with other identified open space values.

Objective OS 2G

Provide access and recreational opportunities for special populations within open space facilities, as appropriate.

Objective OS 3G

Actively protect open space resources and enhance visitor safety.

Objective OS 3L:

Provide safe and secure open space public facilities.

Objective OS 4A

Ensure that existing open space resources, facilities, and services are adequately funded and maintained.

Objective OS 4E

Operate in a fiscally sound manner to maximize resources and minimize costs within established priorities.

ATTACHMENTS

Public Contract for Services

**PUBLIC CONTRACT FOR SERVICES
MISCELLANEOUS CONTRACTOR SERVICES**

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **FIRESIDE MASONRY & CONSTRUCTION, INC.**, a corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for building maintenance work and general contractor services, as specified per all terms and conditions of Request for Qualifications (RFQ) #051-23, Miscellaneous Contractor Services for Open Space 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: Johnny Mulligan is designated as the 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: Consultant shall perform all services described under the Scope of Services as contained in the Request for Qualifications (RFQ) #051-23, labeled **Exhibit A**, and Consultant’s response to RFQ #051-23, labeled **Exhibit B**, attached hereto and incorporated herein, and as determined and directed by the County through its Authorized Representative as designated under this Contract, during the term hereof, in accordance with the terms set forth herein.

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 C, 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 – FIFTY THOUSAND DOLLARS (\$150,000.00) for fiscal year 2024. 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. The County shall pay Consultant for all work actually performed by Consultant pursuant to the terms of this Contract and incorporated Exhibits, which may result in an actual Contract expenditure that is less than the maximum Contract 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 1, 2024 and terminate at 11:59 p.m. on December 31, 2024.** 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 negligence of the County's commissioners, officials, officers, directors, agents and employees.

8b. 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: Douglas County Government
Division of Open Space & Natural Resources
c/o Johnny Mulligan, Open Space Property
Maintenance Manager
100 Third Street
Castle Rock, CO 80104
(303) 356-9538
Email: jmulliga@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414

and by the County to: Fireside Masonry & Construction, Inc.
c/o Dustin Edler
P.O. Box 276
Larkspur, CO 80118
(303) 472-6248
dustin@sitfireside.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.

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 Exhibit A – Request for Qualifications (RFQ) #051-23
- 3rd Exhibit D – Insurance - Insurance Requirements
- 4th Exhibit B – Consultant's Response to (RFQ) #051-23

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 D**, 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.

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EXHIBIT A
SCOPE OF WORK
RFQ #051-23

DOUGLAS COUNTY GOVERNMENT

Finance Department, Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

www.douglas.co.us

REQUEST FOR QUALIFICATIONS (RFQ) #051-23 MISCELLANEOUS CONTRACTOR SERVICES for OPEN SPACE PROJECTS

**YOUR STATEMENT OF QUALIFICATIONS MUST BE RECEIVED NO LATER THAN
JANUARY 12, 2024 @ 3:00 P.M.**

RFQ CERTIFICATION

We offer to furnish to Douglas County the information requested in accordance with the specifications and subject to the terms and conditions described herein.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL: _____

BY: _____

(Printed or Typed Name)

(Written Signature)

TAXPAYER I.D. NUMBER: _____

Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.

Please submit three (3) copies of your RFQ response in a sealed envelope that is clearly marked with the Request for Qualifications (RFQ) information described above. Mail or hand-carry all responses to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the due date and time. Electronic or fax responses will not be accepted. It is the sole responsibility of each respondent to ensure that their RFQ response is received on time, responses will not be considered which are received after the time stated. If closure of Douglas County buildings occurs on the due date, responses must then be delivered to the Purchasing Division on the following business day before 12 noon.

Douglas County Government reserves the right to reject any or all responses or accept any presented which meet or exceed the specifications and which are deemed to be in the best interest of Douglas County. The County also reserves the right to waive formalities or informalities of this procedure.

SECTION ONE ~ GENERAL INFORMATION:

A. Overview:

Through this Request for Qualifications (RFQ), the Department of Open Space and Natural Resources of Douglas County Government, hereinafter referred to as the County, respectfully requests Statements of Qualifications (SOQ) from responsible and qualified Contractors for services to plan, execute, monitor, and closeout projects related to the repair and maintenance of residences, barns, and other outbuildings owned by the County. Contractors responding to this RFQ will be evaluated and short-listed based on their SOQ as well as their ability to provide responses on specific projects that develop during the contract period.

The number of short-listed contractors will vary based on the number of qualified submittals received. Selection to be included on the County's Contractor Short List does not guarantee selection to complete a project during the specified time period.

The initial agreement, issued as a result of this RFQ, will be for a period of approximately one (1) year, beginning in January 2024 to and including December 31, 2024. All proposed fees shall be firm and fixed for the initial contract period. The County shall have the option to renew this agreement for two (2) additional periods of one (1) year each, with the same terms and conditions. This agreement and/or extension to the original period of a subject agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the services received during the preceding agreement period.

B. Profile of Douglas County:

Douglas County was formed in 1861 as one of the first sixteen Colorado counties originally stretching from the Rocky Mountains to the Kansas border. Today the County covers almost 844 square miles highlighting the beauty of the mountains, foothills and plains along the I-25 corridor between Denver and Colorado Springs. Urban areas, include unincorporated Highlands Ranch, the City of Lone Tree, the City of Castle Pines, and the towns of Castle Rock (county seat), Parker and Larkspur. We are recognized for being one of the most family friendly communities in Colorado. The County has an estimated population of 378,000 persons.

The County provides a wide range of services that include law enforcement and public safety, planning and zoning, parks and open space, highways and streets, culture and recreation, public health and human services, elections, and general administrative services.

The three-member Board of County Commissioners (BOCC) serves as the legislative, policy-making and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms (term limited to two terms).

Budget authorization is one of the few oversight roles the Board can legally exercise with the other elected officials, who derive their responsibilities and authorities from statute. Those six elected offices include Assessor, Clerk and Recorder, Coroner, Sheriff, Surveyor and Treasurer.

The County is one of four counties, along with Arapahoe, Elbert and Lincoln counties in the Eighteenth Judicial District served by the District Attorney, an elected official responsible for prosecuting all criminal case filings. On March 3, 2020 Governor Polis signed House Bill 20-1026 which split the 18th Judicial District and created a new 23rd District. Until 2025 the 18th Judicial District encompasses Arapahoe, Douglas, Lincoln and Elbert Counties. Pursuant to House Bill 20-1026, Douglas, Lincoln, and Elbert counties will encompass the new 23rd Judicial District, and Arapahoe County will remain as the sole county within the 18th Judicial District. The creation of the new judicial district is driven by the area's population growth: the four counties combined population now exceeds 1 million and is the largest district in the State. House Bill 20-1026 creates the 23rd Judicial District on January 7, 2025.

The Board is directly supported by the County Manager, and the County Attorney. Appointed officials manage the remainder of the County's functions, including a Deputy County Manager, Budget, Community Justice Services, Emergency Management, Engineering, Finance, Human Resources, Human Services, Information Technology, Facilities, Fleet and Emergency Support Services, Open Space and Natural Resources, Planning and Community Development, Public Affairs and Public Works.

The Board is charged with the responsibility of providing adequate budget appropriations to fund statutory functions, as well as responding to the service needs of the citizens. In turn, the other elected and appointed officials are charged with managing their authorized budgets to meet their statutory obligations and service demands as cost-effectively as possible. The Board is required to adopt a final budget by December 15th. The adopted budget becomes the County's annual financial plan and mechanism to control spending.

The Board is also financially accountable for five blended component units, the Douglas County Law Enforcement Authority, the Douglas County Woodmoor Mountain General Improvement District, the Lincoln Station Local Improvement District, the Douglas County Deputy Sheriff's Association and the Fallen Officers Fund. The Sheriff's Forfeiture Fund, the Deputy Sheriff's Association and the Fallen Officers Fund are subject to audit, but not to budget law, and are also included in the financial statements of the County.

C. Types of Work:

Projects are expected to include; however, not be limited too ...

- 1) Concrete Flat Work
- 2) Exterior Finish
- 3) Foundation / Structural Repair
- 4) Interior Finish such as paint, flooring, millwork
- 5) On-Going Repair and Maintenance
- 6) Property Finish
- 7) Roofing / Gutters / Waterproofing
- 8) Utilities such as phone, gas, electrical, plumbing and HVAC, and low voltage
- 9) Water / Sewer Service Repair and Installation

The selected Contractor(s) will work with the Open Space staff to create an action plan for each individual project. The Contractor will provide Open Space with a detailed written estimate, with supporting documents, that includes, but is not limited to, material costs, labor costs, and general contractor fees for each project.

D. Tentative RFQ Calendar:

December 19, 2023	Request for Qualifications (RFQ), Posted on RME-Purchasing System
December 21, 2023	Request for Qualifications (RFQ), Advertised in the DC News-Press
December 28, 2023	Deadline for the Submission of Vendor Questions
January 3, 2024	Posting of Vendor Questions & Answers
January 12, 2024	Request for Qualifications (RFQ), Due Date (see page 1)
January 2024	Interview of Finalists, if necessary
January 2024	Contract Award

E. General Requirements:

All responses submitted shall become property of the County. All responses shall include all of the information requested in this RFQ and any additional data that the respondent deems pertinent to the understanding and evaluating of their response. All responses shall meet, at a minimum, all criteria outlined in the following sections. At the discretion of the County, firms submitting responses may be requested to make presentations as part of the evaluation process. The respondent should not withhold any information from their written response in

anticipation of presenting the information orally, since oral presentations may not be solicited. The County will not reimburse the respondents to this RFQ for any costs associated with the preparation and submission of said response or in the preparation for and attendance at a presentation. The County reserves the right to request any firm submitting a response to clarify or to supply additional information necessary.

F. Examples of Past Maintenance Projects on Existing Open Space Structures/Properties:

- 1) Roofing – five-tab shingles
- 2) Basement remodel with a kitchen
- 3) Main sewer line replacement
- 4) Exterior siding and painting
- 5) Install a concrete driveway
- 6) Install an irrigation system
- 7) Installation of an infrared heating system in a barn

G. Project Descriptions and Construction Requirements:

- 1) There are many residential buildings, maintenance, and office facilities along with barns and other outbuildings on Open Space properties that are in different stages of disrepair. The selected Contractor(s) will be responsible for working with Open Space staff to repair, remodel, and maintain residential buildings, maintenance, and office facilities along with barns and other outbuildings. Projects are prioritized first by safety, then structural/degradation, and finally cosmetic. Selected Contractor(s) shall furnish all personnel, supervision, construction management, mobilization, equipment, demolition, materials, permitting, bonding, and insurance needed to complete projects under this contract.
- 2) Completed projects must meet with the final approval of the County prior to payment. The appearance of the finished work is of primary importance. Any portion of the work may be rejected due to appearance, imperfections, or structural imperfections that create hazards to users.
- 3) 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 Contractor's compensation, which is mutually agreed upon between the County and Contractor, shall be in writing and shall become part of this Contract upon execution.
- 4) The Contractor(s) agrees to diligently and professionally perform all of the services described herein in a manner satisfactory to the Authorized County Open Space Representative. It is also understood and agreed that the Contractor(s) 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 Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

H. Special Conditions and Provisions:

General Expectations and Provisions

- 1) The selected Contractor(s) will be responsible for completing all projects awarded under this contract.
- 2) The selected Contractor(s) will provide a detailed "final" list of all sub-contractors. The contractor and sub-contractors must be licensed in Douglas County.
- 3) The selected Contractor(s) will be responsible for repairing any damage to work under this contract, including but not limited to, and all theft and vandalism, as well as damage caused from work by any and all sub-contractors.
- 4) The selected Contractor(s) will be responsible for all measurements and all materials needed to complete the work.
- 5) All work must be completed in a professional manner and to standard safety practices.
- 6) Guarantee that Open Space will have "priority" in emergency calls for service. This confirmation includes a

meeting/response time within twenty-four (24) hours for emergencies and within seventy-two (72) hours for routine service calls.

- 7) Prior to the start of any work, the selected Contractor(s) shall arrange a walk through with representatives from the County to mark and document existing damage to any and all site features. The selected Contractor(s) shall be responsible for any and all new damage to the existing site not documented and shall bear the expense of any necessary repairs to the satisfaction of the County.
- 8) The selected Contractor(s) will be responsible for the removal of any debris generated by its crew during projects under this contract, and furthermore, must ensure the proper cleanup of the work areas at the end of each day and at the completion of projects. Also, the selected Contractor(s) is responsible for removing all surplus and defective materials. The selected Contractor(s) shall always provide safe and adequate access and provide adequate marking and barricading during the course of construction.

Partnership/Relationship

- 1) The selected Contractor(s) will be responsible for working cooperatively with all County staff and their sublessees.
- 2) Douglas County will remove and replace existing equipment, furniture, or other such items.

Scheduling

- 1) The selected Contractor(s) must coordinate their work schedule with on-going events on the properties.
- 2) Scheduling will be at the discretion of Douglas County Open Space and must coincide with normal facility operations. Normal working hours are understood to be from 7:00 am to 5:00 pm, Monday through Friday. However, variance from normal working hours shall be obtained from the County, in writing, when required.
- 3) The successful selected Contractor(s) shall submit, to the County, a detailed construction schedule for each assigned project.

Worksite Management

- 1) Public safety is of primary concern. The Contractor shall maintain the work-site in a secure and safe manner. All equipment and material stockpiled on the site will be contained within the designated staging area during construction. The cost of such security measures shall be borne entirely by the contractor.

Potential Types of Contracts

- 1) On-call contracts for routine maintenance and small repair projects. The County will provide quarterly project lists to the selected Contractor(s) to be completed within forty-five (45) days.
- 2) Quoted contracts for medium to large projects. The County will request quotes from selected Contractors for more complex repair and maintenance projects.
- 3) Emergency contracts for time/safety sensitive repair and maintenance projects. The County can request pricing from a selected Contractor under an existing contract or use either method mentioned above.

I. Statement of Qualifications (SOQ) Requirements:

Interested firms are requested to submit a SOQ. Do not exclude any major or minor items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the County to review your response favorably. All responses must include, but are not limited to, the following information.

- 1) Include a statement related to your complete understanding and compliance with all conditions, provisions, and requirements outlined in this document. Provide a detailed narrative of how your company would meet the objectives of the County, as outlined.
- 2) Provide a complete description of your company to include the number of years you have been doing business in the State of Colorado and the prior experience you have had with similar contracts/agreements.
- 3) Provide a summary of the partnership that you envision with Douglas County.
- 4) Have you contracted with Douglas County Open Space or a similar governmental agency before?

- 5) Are you licensed to work as a General Contractor in Douglas County? Please include a copy of your license with your RFQ response.
- 6) What is your Better Business Bureau rating?
- 7) What trade services is your company able to perform in-house? What trade services does your company need to sub-contract? What is your ratio of in-house to sub-contracted work?
- 8) Provide a list of your sub-contractors.
- 9) Provide a general list of the equipment and tools that your company owns.
- 10) Provide a fee schedule of estimated billing rates by individual or class of individual for 2024.
- 11) Provide a list of fees and out of pocket expenses that would be reimbursable by Douglas County. No administrative or other overhead load on expenses may be passed through to the County.
- 12) Include a list of three (3) current references. All references shall include name, title, address, telephone number, and e-mail address for which you are currently furnishing or have in the past furnished services on a same or similar contract or agreement. The failure to include references and/or the inability to contact the references shall be ample cause for rejection of your RFQ response.

J. Questions/Inquires/Addendum:

All questions related to this RFQ must be directed to the attention of Carolyn Riggs, Purchasing Supervisor, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, 303-660-7434, criggs@douglas.co.us. All questions must be in writing and responses will be shared with all potential respondents, as appropriate.

Questions will be received until 4:00pm on Thursday, December 28, 2023. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than Wednesday, January 3, 2024.

If it becomes necessary to revise any part of this RFQ or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their RFQ response.

SECTION TWO ~ RFQ CONDITIONS AND PROVISIONS:

All responses must be submitted in accordance with all terms, conditions, specifications, and stipulations contained herein. Respondents shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFQ, which shall become part of the final contract.

All responses must be signed by a duly-authorized official of the company. The completed and signed response (together with all required attachments) must be returned to the Purchasing Division on or before the due date and time shown on Page 1.

All participating respondents, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. Any alteration, erasure or interlineation by the respondent in this RFQ shall constitute cause for rejection by the County. Exceptions or deviations to this RFQ must not be added to the RFQ pages and must be on company letterhead and accompany the response. Should the County omit anything from this RFQ that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the respondent shall secure written instructions from the Purchasing Division; see page six (6) for submission of question information.

All respondents are required to complete all the information requested in this RFQ. Failure to do so may result in the disqualification of the response.

All responses must be firm quotations subject to acceptance or rejection within ninety (90) days of the due date and time.

A respondent may withdraw their RFQ at any time prior to the scheduled time of receipt; however, persons or firms withdrawing their response may not submit another response in this matter.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The County reserves the right to negotiate optional items and/or services with the successful firm.

The successful respondent will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this RFQ. Additionally, the County must be notified of any changes occurring in this coverage and the successful respondent must demonstrate to the County that such changes do not in any way affect the minimum liability insurance required.

The successful respondent may be required, as a provision of this RFQ, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all responses or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful respondent shall be in complete compliance with all of the specifications, terms and conditions of this RFQ as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful respondent to ensure such compliance.

No response shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. The successful respondent may be required to submit satisfactory evidence that they have a practical knowledge of the particular work, as described, and that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

All information submitted in response to this RFQ may be subject to disclosure under the Open Records Act. Respondents are discouraged from providing information that they consider confidential and/or privileged as part of a response to this RFQ. If any portion of your response is identified as proprietary and/or confidential, a redacted flash drive copy must be provided with your original hard-copy response.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Douglas, securing all necessary licenses and permits in connection with this RFQ.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this RFQ shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable federal, state and local codes.

This RFQ requires a formal contract to be prepared by the County. The successful respondent will properly sign and furnish any bonds, insurance, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All respondents must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this RFQ. Respondents are responsible for reviewing such documents prior to submitting their response.

All respondents must submit written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.

ETHICAL STANDARDS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or RFQ therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the said response shall be disqualified and shall not be reinstated.

ETHICSPOINT/NAVEX GLOBAL:

Douglas County is committed to an environment where open, honest communications are the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows for vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or

voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of your RFQ, the respondent certifies that:

- 1) Their response has been arrived at independently and has been submitted without collusion with any other vendor.
- 2) The contents of the response have not been communicated by the respondent; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the respondent or its surety on any bond furnished herewith and will not be communicated to any such person prior to the official opening.
- 3) No respondent shall submit more than one RFQ, to include an alternate, for this purchase.

NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under a contract issued as a result of this RFQ, the successful respondent must agree 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. The successful respondent must further agree to insert the foregoing provision in all subcontracts hereunder.

INDEMNIFICATION:

Indemnification by the County. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the respondent or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification by the Respondent. The respondent shall defend, indemnify and hold harmless the County, its officers, 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 out of any agreement issued as a result of this RFQ; provided, however, that the respondent need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

INDEPENDENT CONTRACTOR:

The respondent is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the respondent to perform work under this Agreement shall be and remain at all times, employees of the respondent for all purposes. 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 CONTRACT RELATIONSHIP.

ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

The respondent may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County RFQ without the prior written approval of the County Purchasing Division.

CANCELLATION:

The County reserves the right to cancel the whole or any part of a contract issued as a result of this RFQ due to failure of the respondent to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the respondent for failing to act in compliance with the terms and conditions of such contract.

EXAMINATION OF RECORDS:

The respondent agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement issued as a result of this RFQ, have access to and the right to examine any directly pertinent books, documents, papers and records of the respondent involving transactions of such agreement.

PRICE, PAYMENT, AND DELIVERY:

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be “Net 30”; consideration will be given to any discounts offered for payments made earlier than “Net 30”, please explain.
- 3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.
- 4) All deliveries will be “F.O.B. ~ Destination”

TAXES:

All price quotations shall reflect all applicable tax exemptions for Douglas County:

- 1) Federal Registration Number: 84-6000761
- 2) State Registration Number: 98-04428

COOPERATIVE PURCHASING:

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

EXHIBITS:

- 1) Exhibit “A” ~ Standard Public Contract for Services (for information only)

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EXHIBIT B
SCOPE OF WORK
RESPONSE TO RFQ #051-23



P.O. Box 276
LARKSPUR, CO 80118
CELL: 303-472-6248
E-mail: dustin@sitfireside.com
www.sitfireside.com

Douglas County Government

Request for Qualifications

January 9, 2024

Opening Statement: (Part 1)

I Dustin Edler, current CEO and founder of Fireside Masonry & Construction, Inc. is proud to provide the following information on behalf of the company. We feel we can again meet Douglas County's needs for a Qualified Contractor to help maintain, restore, and preserve the highly valued Open Space properties; that Douglas County has obtained over the past years. We look forward to meeting and exceeding the expectations of the Open Space Personnel, County Commissioners, and the public.

Fireside understands the need to provide service for the requested tasks that will be outlined for each property, as and when needed. Safety being the upmost concern for public use and county personnel alike. Not only the safety of human life, but also of wildlife and livestock on the working ranches need to be considered. The next upmost concern lies in the property's structural integrity, followed by routine maintenance. The overall fit and finish of any and all repairs need to be aesthetically pleasing and professionally executed (both improved and historical preservation) as determined and inspected by county officials. It is recognized and respected, that the employees of the county try to maintain, improve, and preserve the Open Space Properties first and foremost. The current position for hire is to help aid current county employees and commissioners in whatever tasks or needs they so choose. The County will delegate or obtain outside assistance from qualified contractors to complete such said task(s) in a given and budgeted time period.

The desire of both parties is to build a trusted, fair, reliable, & responsive approach to such said tasks; to ultimately obtain successful completion! With careful planning, budgeting, scheduling, and successful execution of such said tasks, Fireside will meet and hopefully exceed the demands and needs of the Douglas County Open Space & Natural Resources body.

Working Partnership: (Part 3)

I Dustin Edler, would very much like to continue our extremely positive and productive working relation with the hard-working & dedicated Open Space & Natural Resource Employees and Commissioners of Douglas County. There is no better job than your own backyard! I feel extremely lucky to live, work, play, and above all, raise my beautiful family in Douglas County. A native to Colorado, and a resident of Douglas County since the age of 8. I would be greatly honored to continue help build and preserve these gorgeous Open Space properties in Douglas County. Sand Stone Ranch being the most recent, and literally in my current subdivisions (Valley Park's) back yard! What an exciting opportunity to see behind the scenes, inner workings, and learn the history of these Ranches and Open Space properties. The ability to step back in time and gaze upon the land as it was a hundred plus years ago, and some to the beginning of time! Something that is not so easily seen or appreciated it feels with all of the explosive growth Colorado has seen in the last twenty years. I am so thankful anytime I hear any Colorado land has been donated to or purchased by any Open Space Government Entity!

Above all, I hope the mutual and underlining respect of the land and "We the People" who get to make good use of the land is job one! The County, along with hopefully Fireside again, are just the care takers. We hope through successful performance-based results that the 12-month contract would be renewed or extended at the end of the contracted period.

Fireside Established: (Part 2)

December 2009 to Present (in Colorado).

Past Experiences of Similar Contracts / Agreements: (Part 2)

Fireside successfully completed this same contract for bid / hire in 2023. We started at the end of 2019 and did some small repairs to the main house at Prairie Canyon Ranch. The majority of the contract was completed in the first half of 2020. Prior to that, we built a fire pit for Prairie Canyon Ranch. Replaced several falling and rotted posts at the Hay Barn out at Iron Horse. Fireside helped set and anchor the kiosk at the trail head to the French Creamery in Larkspur. All projects were successfully completed within time and budget constraints / contracted amounts.

On a larger scale CEO Dustin Edler has a 15 year back-round in working with large local home builder contracts and agreements. Builders such as Richmond American Homes, KB Homes, Century Communities, Etc. Working for my father's company I was in charge of completing the bid process for new communities. I was in charge of completing all Takeoffs and pricing for

current models in each new and upcoming subdivision and or filing. I meet many times with corporate officers of companies to review takeoffs and discuss cost savings options to better improve new communities. If awarded the project, it was our responsibility to complete every house in that subdivision until the final build out was complete. At the height of my Father's company we were installing brick and stone to 100 to 150 homes per month for several years straight!

I feel both the experiences of working for myself & my Father's company (on a larger scale of construction) has prepared me for opportunities such as this. I understand and realize what it takes when needing to work with multiple different chains of command & personnel to successfully complete multiple projects at a time (big to small) on time and within budget.

Past Experiences with Douglas County Open Space or Similar Governmental Agencies: (Part 4)

- 1.) Fireside successfully completed this same contract for bid / hire in 2023 with Douglas County. We started at the end of 2019 and did some small repairs to the main house at Prairie Canyon Ranch. The majority of the contract was completed in the first half of 2020. Prior to that, we built a fire pit for Prairie Canyon Ranch. Replaced several failing and rotted posts at the Hay Barn out at Iron Horse. Fireside helped set and anchor the kiosk at the trail head to the French Creamery in Larkspur. All projects were successfully completed within time and budget constraints, contracted amounts, and approved for completion and payment by Johnny Mulligan.

Licenses: (Part 5)

Denver Masonry License & Licensed General Contractor in Douglas County.

Affiliations: (Part 6)

BBB Accredited Member with an A+ Rating! Also, winner of numerous Gold Star Awards for zero complaints. Fireside has zero complaints or negative online reviews since inception!

"Our Services" (Part 7)

We offer a large variety of services on both sides of our company name!

MASONRY SERVICES: We predominantly offer Residential Construction Services and some smaller Commercial Services as well. We can install any type of full or thin veneer brick & stone. We have a diverse amount of experience in block work; both structural and non-structural applications. We also specialize in Landscape Block Retaining Walls or Masonry Retaining Walls. Our Masonry expertise carries into the hardscape area as well. We have experience in concrete and road base footers. We are capable of in-house concrete flatwork demo & preparation. We use a long time and experienced subcontractor for the finished portion of the concrete flatwork.

CONSTRUCTION SERVICES: We typically find ourselves mostly on remodel projects. However, we have built several detached garages from start to finish (mostly all in house). All the way up to framing full houses and pop-top projects. Our Highly diversified Team can handle smaller excavation & foundations, and monolithic foundations. Framing, windows, doors, all types of siding, smaller / simple metal & asphalt shingle roof installs. Insulation, drywall hanging, finished carpentry, cabinet installs, & tile work. We also have trusted subcontractors to help on larger projects if needed. Our valued list of subcontractors extends into our non-licensed and specialty insurance requirement / abilities such as plumbing, electrical, HVAC, etc. For many, (especially in remodel situations) we are truly an in-house "One Stop Shop"! In fact, on average we handle most jobs 85% to 100% in house.

SUBCONTRACTORS: (Part 8)

Here is a current list of the Subcontractors we use. Some of these subcontractors we have used since inception or a number of years and various projects. They have become an extension of the Fireside Team! The list below is who we use along with any "In House" items that we can complete for that given trade. Our ratio is 9:1 for In-House to Subs.

1.) PLUMBING: A Perfect Plumber (15 years)

In house we can demo and cap off existing plumbing supply lines. Which helps reduce costs for a triple trip for the plumber on renovations. Typically, we have the plumber in at rough-ins and then at final trim out upon completion.

2.) ELECTRICAL: Bigfoot Electric (7 years)

In house we can complete simple electrical if needed such as replacing existing lights, switches and outlets. We can also run simple additional outlets and switches if needed. We can also complete demo of electrical as needed as well.

3.) HVAC: Macs Maintenance (12 years)

In House we can demo old HVAC systems and cap gas supply lines as needed. We can run simple duct work as and if needed.

4.) DRYWALL: Drywall Finishing (15 years)

In house we can complete full drywall installs if needed or patch work. However, on really big jobs or difficult patches we like to use this company.

5.) PAINTING: Xtreme Painting (6 years)

In house we can paint and stain most anything. When a big job arises and we are on a time crunch we turn to this company.

6.) EXCAVATION & SEPTIC SERVICES: Kloppenberg Excavating (16 years)

In house we can complete smaller excavation and grading needs using our Bobcat Skidsteer and renting some equipment when needed. We don't work on any septic systems.

7.) FOUNDATIONS: Snows Concrete (15 years)

In house we can and will form and pour small foundations walls, spread footers, caissons up to 8' deep, & Monolithic Foundations. We can complete larger block foundations 100%.

8.) WELDING: Best Choice Welding (15 years)

In house we don't have any welding capabilities.

9.) ROOFING: Pro Tech Roofing (9 years)

In house we can install smaller / simple roofing systems such as asphalt or metal roofs. Larger jobs we let this company handle the job.

FIRESIDE EQUIPMENT: (Part 9)

If I learned anything from being a big part of my Father's Large Masonry Business for over 15 years, it was to invest back into your company with equipment! It is truly amazing how much you can get done efficiently and achieve high professional results all by using the right tools for the job. Being as diversified as Fireside is, we have an immense number of tools to cover the basics to heavily saturated full-blown tradesman job specific tools to cover certain trades a 100%. Fireside has a small fortune in DeWalt Tools and hand-held tools in excess of \$50,000. We have close to double to triple of all hand-held tools in order to run multiple crews / jobs at a time.

Our larger pieces of equipment are:

- 1.) (3) Chevy 3500 HD Dually Flatbed & Standard 8' Bed trucks.
- 2.) (1) Chevy 2500HD Crew Cab Short Bed.
- 3.) Fireside reimburses maintenance items, gas, and tires for company Foreman's Personal Pick-up trucks (as they use them daily to help with company jobs).
- 4.) Newer Bobcat S570 Skidsteer with multiple buckets, forks, telescopic boom, Auger attachment and bits, bale forks, and backhoe attachment.
- 5.) Newer 22' Deck Over Flat Bed Equipment Trailer.
- 6.) Newer Heavy-Duty Dump Trailer.
- 7.) Towable large diesel generator.
- 8.) Two Military trailers (one has a manual dump set up).
- 9.) Towable Gas-Powered Mixers. One for concrete pours. One for masonry applications to mix mortar for brick, block, and stone.
- 10.) A large amount of Scaffolding and Plank.
- 11.) A number of concrete and masonry saws, demo hammers / drills, and a small concrete jack hammer.
- 12.) Newer Enclosed Cargo / Equipment trailer 16' x 8' x 7' tall.

FEE SCHEDULE: (Part 10)

These are some typical average costs per man hour or crew cost for IN HOUSE work.

- 1.) Job Foreman: \$100.00 Per Hour
- 2.) Helper Labor: \$50.00 Per Hour
- 3.) Two Man Crew per 8-hour day: \$1200.00
- 4.) Four Man Crew per 8-hour day: \$2,000.00

Subcontractors typically billed at cost plus 18%

List of Expenses: (Part 11)

A list of possible fees and out of pocket expenses that would be reimbursable by Douglas County would include the following examples but not limited to the following.

- 1.) Job Set Up Fee: \$450 (Standard Minimum) Price may increase pending the size and duration of each job(s).
- 2.) Trip Charge: \$225.00 for emergency work or jobs less than 3 hours. Rate covers first hour of work then the normal hourly rate of Foreman or Helper Labor after that.
- 3.) Disposal of Debris Fee: \$150.00 Minimum
- 4.) 5-yard Dump Trailer Load to the dump (or up to 5 tons): \$450
- 5.) Roll off Dumpsters: Price by size, duration needed, and current rates.
- 6.) Porta Potty
- 7.) Rental Fees of specialized equipment for job completion.
- 8.) Trucking fees for dump trucks and End Dumps: Current Rates typically \$110 to \$150 per hour.

REFERENCES: (Part 12)

- 1.) Johnny Mulligan
Historic Restoration Specialist
Douglas County Open Space & Natural Resources
100 Third St.
Castle Rock, CO 80104
720-413-9970
jmulliga@douglas.co.us

- 2.) Ray Bates
Former / Retired Historic Restoration Specialist
Douglas County Open Space & Natural Resources
10722 San Juan Ct.
Parker, CO 80138
303-503-3728
rayjay1953@comcast.net

- 3.) Alan Waring
President A&B Builders
2810 W. 8th Ave
Denver, CO 80204
303-472-2900
awaring@aandbbuilders.net

- 4.) Jim Weatherly
President Driftwood Builders
2472 Valley Park Blvd.
Larkspur, CO 80118
303-514-3516
Jim.drftwdbldrs@gmail.com

- 5.) Additional references from homeowners and other contractors upon request.
PLEASE do not hesitate to reach out for any additional information, clarifications, or documentation needed! Thanks

Additional Information / Background (Part 2 continued)

"About Us" (From Our Website)

We would like to take the opportunity, to introduce Dustin Edler, CEO, and founder of Fireside Masonry & Construction, Inc. A native to Colorado, Dustin lives in beautiful Larkspur Colorado with his wife and two (soon to be 3!) young daughters.

Dustin started Fireside back in 2009 after what came to be known as "The Great Recession". However, he has been in the Masonry field and around construction his whole life. Dustin is a third-generation mason. In 2017, Dustin hit a milestone of 25 years of experience in the Masonry trade! His Grandfather Jerry, started his Masonry business back in 1967, and finally retired in 2004. Dustin's father Gary, started working for Jerry (his step-father) when he was 17. Gary branched out on his own in 1982 till present and formed Edler's Mountain Masonry, Inc. Dustin's father Gary, has always focused his core work-load around residential track homes / large production builders. Dustin started working for his father in the summers, and seasonal breaks, throughout High School and College. Dustin was just 15 when he started as a Hod-Carrier and "cubed" laying brick and stone along the way. Dustin worked in the field when he could, but also took on a managerial role when he started driving. Dustin was in charge of moving equipment trailers, hauling materials, and setting up jobs, for Gary's then four crews.

Dustin graduated Mesa State College in 2001 with his Bachelors in Business Administration, with a Concentration in Management. After college, Dustin was excited to come back and now take on a fulltime position with his father's company as a General Manager. Two years later Dustin enticed Tyler, Dustin's younger brother into the business as well! Tyler served as a Field Manager to help run and oversee operations. As a full family affair, the three more than doubled the size of Gary's masonry business. They grew to nine crews with over 90 hourly employees, and three sub-crews. Their crews were installing brick and stone to over 100 homes per month! Then the bottom dropped out of the economy in late 2007 to early 2008. Sadly, within just a matter of several months, the family masonry company, that took so much to build was forced to downsize to less than 10 employees. When the lights almost went out on Gary's company. Dustin made a choice to let Tyler stay employed within the company. He then finally decided to go out on his own, and find his own way.

Dustin continued to work in the masonry trade and whatever else construction related he could find for most of 2008 and all of 2009 by himself. Falling back on not only Dustin's Masonry skills, but also his diverse general construction skills helped him get by. By the end of 2009, Dustin felt the urge and readiness to create his own company known as Fireside Masonry & Construction, Inc. He knew he had to adapt and change to make it in the down turn of the economy. Not knowing how long the economy would stay recessed; Dustin knew that carrying a single trade name as a "Mason" was not going to be enough. He started to fine tune his general construction skills, understanding, and knowledge of the different trades. Dustin started learning and working with other skilled trades from anyone who would teach him. He mostly found himself learning from his cousin, a Licensed General Contractor. Also, Dustin learned from his best friend's dad Don, who eventually became Fireside's Project Manager and "Specialty Craftsman" as of 2017! Everyone at Fireside treasured and learned an immense amount of additional knowledge and skill set during the one year that Don spent with us before unexpectedly

passing away in January of 2018. Don is GREATLY missed, but we try to honor him on the jobs that he would still enjoy overseeing and especially bestowing his incredible talents on.

Back to the Beginning Years: In late 2010 Dustin was finally ready to bring on his now main Foreman Mike. Mike had worked for Dustin's father, Gary, for over 15 years.

Dustin has also been self-taught on a wide variety of trades and skill sets. He learned by hands on in the field experience to reading and studying books. To Dustin's surprise (sadly in many ways) he found that he, and his now team can outperform guys that have been doing a particular trade for most of their entire lives. How we ask? "We take our time" quite simply said Dustin. "By no means may we be even close to the speed of some skilled trades" laughs Dustin. "However, we have proven time and time again, that we can do just as good, if not a better job, given some extra time! I would rather double my time on something, do it right, and do it once! Instead of having to pay someone "who is in the trade" to rush through something; just to make a fast buck. Having a mentality of "well it looks pretty good" just doesn't cut it for me. It's not just about the money. A sense of pride, self-worth, and maintaining a good name for myself and my business is far more important to me".

Dustin's philosophy on his business must prove true. Probably instilled from his father, both companies have **ZERO** complaints on the BBB from any customer or Sub-contractors. Not just as of recently either, but for the **entire length** that their companies have been in business! Fireside is an accredited member of the BBB with an A+ rating. Fireside maintains **zero complaints** since inception, earning them a "Gold Star Award" for seven years running! With now over two thousand successfully completed jobs and projects under the Fireside way of doing things, many customers become repeat customers. Better yet many customers give Fireside the highest compliment they can receive in the industry . . . by simply referring their friends or family members for their projects!

"As hard as it was to leave my Father's side and business, I knew Fireside would be my new path and new beginning in the construction world. It gives me the joy and freedom of something new and different every day. No longer am I bound by the Corporate America giants of track housing! I have met some wonderful people, that allow me to shape and mold their homes into something they love and dream of. Fireside takes great pride in taking "Ordinary into Extraordinary". It's always such a joy to come into homes, many in which I sometimes helped build initially (back when he was working with my father), and finally give them the customization it and its owners have always longed for!"

Fireside is now a team! Dustin currently averages four to six employees: while 5 remain the core. Dustin raves that "Bar-none, my employees are my greatest asset." Almost all of Fireside's employees have worked with Dustin's father Gary at one time or another. Several started teaching Dustin the trade when he started at 15! "I am truly blessed to have a team of guys that take just as much pride in their work as I do. Who treat my customers and their homes as well as I do! I have been the student and the teacher. I have watched my team of almost all masons, evolve to confident and well-rounded construction experts. We pay attention to the details, and at the end of the day it's all in the details! Between myself, Don (our former mentor, teacher, and project manager; now on the other side), and main foreman Mike we had / have over 120 years of construction experience. Let us build something great for you!"

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**EXHIBIT C
METHOD OF PAYMENT**

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.

Full payment will be made upon receipt of an invoice when the completion of a project is to the satisfaction of the County.

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EXHIBIT D
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 email 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.

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