

Public Contract for Services Maintenance of County Open Space Properties MW Golden Constructors, LLC

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

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 March 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 MW Golden Constructors, LLC Constructors, LLC

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 MW Golden Constructors, LLC Constructors, LLC

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 IFB 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 MW Golden Constructors, LLC 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.

MW Golden Constructors, LLC has maintained a well-developed partnership with OSNR through previous contract agreements. Throughout this time, MW Golden Constructors, LLC has continued to represent themselves professionally and continue to implement a quality of work that has remained satisfactory for OSNR service expectations., Furthermore, MW Golden Constructors, LLC 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 MW Golden Constructors, LLC 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”), **MW GOLDEN CONSTRUCTORS, LLC**, a limited liability 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 March 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 ten (10) 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: MW Golden Constructors
c/o Jason Golden, President
1700 Park Street
Castle Rock, CO 80109
(720) 531-4050
Email: jgolden@mwgolden.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
- 5th Exhibit C – 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 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.

(Remainder of Page Intentionally Blank)

**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)

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



MW GOLDEN CONSTRUCTORS

"It is difficult to find companies that provide a quality product while maintaining a rigid time frame and staying within budget. MWGC offers quality service that most companies can only dream of providing."

CONTENTS

Statement of Understanding	pg. 1
Company Description	pg. 2
Partnership Summary	pg. 3
Similar Government Agencies	pg. 4
License	pg. 5
Better Business Bureau Rating	pg. 6
Trade Services	pg. 9
Sub-Contractors	pg. 10
Equipment List	pg. 11
Fee Schedule	pg. 16
Fees & Out of Pocket Expenses	pg. 17
References	pg. 18

STATEMENT OF UNDERSTANDING

MW GOLDEN CONSTRUCTORS (MWGC) understands that if shortlisted we will enter into a contract with the Department of Open Space and Natural Resources of Douglas County Government for 12 months. We understand that work will include, but not be limited to the following:

- 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
- We will work with the Open Space staff to create an action plan for each individual project. We will provide a written estimate, with supporting documents, that includes, but is not limited to, material costs, labor costs, and general contractor fees for each project. We will comply with all conditions, provisions, and requirements outlined in RFQ #051-23.
 - MWGC will review all materials for economies and work on schedules to ensure the County that the cost restraints and scheduling requirements are met. Our project supervisor will use Procore software to implement the critical path method, scheduling every step of the project's construction. This schedule is developed with input from the project's subcontractors and our project manager, and validated by the project engineers using actual field data.
 - We will keep a preliminary project schedule, updating the overall schedule and incorporating components as they are added or deleted to ensure we meet the established timeline. Two-week scheduling updates will be published on a weekly basis to provide a better chance to react to potential problems. Scheduling information will be shared with all project team members and subcontractors. This input is received from our superintendent with up-to-the-minute changes as necessary.



COMPANY DESCRIPTION

MW GOLDEN CONSTRUCTORS (MWGC) is a professional construction organization located in Castle Rock, CO. MWGC has been providing construction management, design/build, construction, preconstruction, and consulting services throughout Colorado's Front Range cities and mountain towns since 1984. Our firm has played a role in many successful projects around the state—from fire stations, libraries, and community centers, to churches, schools, and a variety of other landmarks, designed and built to serve important functions in their respective communities. Our work includes sustainable, commercial, institutional, residential, medical, historic, civil, and industrial projects.

MWGC is an award-winning contractor with a strong reputation of impeccable customer service and personal involvement on each project. MWGC was named the American Subcontractors Association's (ASA) Contractor of the Year in 1999, 2000, 2001, 2002, and 2003. As a five-time winner, our firm was inducted into the ASA Colorado Hall of Fame—one of just a few general contractors to achieve that distinction. In 2013, 2015, 2019 and 2021 we were again named ASA Contractor of the Year. We have also received the Associated Builders and Contractors (ABC) STEP Award several times and repeatedly earned ABC and ASA safety award recognition over the years, most recently in 2014. MWGC received ABC's Accredited Quality Contractor Certification in 2010, 2011, 2012, and 2013.

MWGC's team of 32 employees includes our President, CEO, Vice President, Treasurer, Estimators (3), Project Managers (3), Project Engineers (3), Superintendents (8), Accounting Personnel (3), Marketing Manager, Project Coordinators (2), and carpenters/laborers (5).

WORK WITH DOUGLAS COUNTY

While being in business out of Castle Rock for 39 years, MWGC has done numerous projects in the Douglas County every year. As Castle Rock is MWGC's home, we make sure to be involved in as many Douglas County projects as possible.

From 2019 - 2023 we were put on this same Miscellaneous Contractor Services for Open Space Projects contract. The bulk of the contract had us doing work on Sandstone Ranch in Larkspur, CO. We fully embraced the contract and worked diligently to make sure Sandstone Ranch is one of the best looking open spaces in the county. We learned Douglas County's rules and procedures and will take this valuable information forward into 2024.

We can't wait to work on more open space projects in 2024!

PARTNERSHIP SUMMARY

MWGC envisions a mutually beneficial relationship between us and Douglas County. This relationship will be built on an environment of mutual trust, commitment to shared goals, and open communication. In this partnership, MWGC will be transparent during all aspects of our projects for Douglas County. By being transparent and keeping open lines of communication we believe we can complete your projects to the high level of quality work you've come to expect from us after working with you on our previous on-call contracts.

SIMILAR GOVERNMENTAL AGENCIES

MW GOLDEN CONSTRUCTORS worked with Douglas County Open Space from 2019 - 2023 on your open space projects. Particularly on Sandstone Ranch in Larkspur, CO. We likewise have experience working with the Town of Castle Rock and Douglas County School District.



Douglas County Building Division
100 Third Street
Castle Rock, CO 80104

Contractor Registration Details

Pursuant to the requirements of the County of Douglas, State of Colorado for Contractor Registration, documentation compliant with the adopted County regulations was filed with the Building Division and registration was issued for;

Date Registered: 06/30/2023

Registration Type: General A

Registration Number: A95119

Company Name: MW GOLDEN CONSTRUCTORS

Owner of Company: JASON GOLDEN PRESIDENT

Address of Company: 1700 PARK STREET, CASTLE ROCK, CO 80109

Registration Status

A Contractor is required to renew registration and keep insurance policies in effect for the period of the registration. No permits may be obtained, nor may work already under permit be continued if renewal of registration and the required insurance policies are not maintained.

As of this date: 12/26/2023, the status for Contractor Registration Number A95119 is as follows;

Contractor Registration:

Status current with renewal date of 01/05/2025.

Liability Certificate:

Status: Current

Certificate Expiration date: 04/01/2024

Workers' Compensation:

Status: Current

Certificate Expiration date: 04/01/2024

Chief Building Official, Steve Dwyer




Business Profile


MW GOLDEN CONSTRUCTORS

General Contractor

Contact Information

 1700 Park Street
Castle Rock, CO 80109

 [Visit Website](#)

 [\(303\) 688-9848](tel:(303)688-9848)

Your cookie settings have been saved. You can [change your cookie settings](#) at any time.

Customer Reviews

This business has 0 reviews

[Be the First to Review!](#)

Customer Complaints

This business has 0 complaints

[File a Complaint](#)

BBB Rating & Accreditation

A+

THIS BUSINESS IS NOT BBB ACCREDITED

[Search for Accredited Businesses in this category.](#)

Years in Business: 39

Customer Reviews are not used in the calculation of BBB Rating

[Overview of BBB Rating](#)

Related Categories

Your cookie settings have been saved. You can [change your cookie settings](#) at any time.

General Contractor

Business Details

Location of This Business

1700 Park Street, Castle Rock, CO 80109

BBB File Opened: 2/28/2005

Years in Business: 39

Business Started: 11/8/1984

Business Started Locally: 11/8/1984

Business Incorporated: 11/8/1984

Type of Entity: Corporation

Contact Information

Customer Contact

Ms. Pam Golden

Additional Contact Information

Fax Numbers

(303) 688-8769 Primary Fax

Your cookie settings have been saved. You can [change your cookie settings](#) at any time.

TRADE SERVICES

SELF PERFORMED WORK

MWGC normally self-performs around 32% of the work on our projects; this varies with the specific scope of work on each project. Our typical self-performed work consists of site survey and verification of controls, layout, perpetual cleanup, snow removal, mechanical pads, bollard installation, light pole bases, installation of metal handrails, rough carpentry, finish carpentry, foundation insulation, damp proofing, fire caulking, fire safing, roof specialties, installation of doors/frames/hardware, installation of windows, chalkboards, wall and corner guards, flagpoles, signage, lockers, fire protection specialties, toilet and bath accessories, window treatment, mats, and furniture.

The ability to self-perform these specific tasks is beneficial due to any schedule conflicts that may arise. MWGC will solicit a minimum of three bids per division for all potential self-performed items and will also price the activities ourselves. If the activity deems appropriate for the general contractor to perform for cost savings or scheduling reasons it will be presented to the owner for approval. Perpetual clean-up is consistently performed by our staff to support jobsite safety.

SUB-CONTRACTED WORK

MWGC sub-contracts virtually all aspects of a job not mentioned above. We will even try to sub-contract some of the self-performed work we normally do to see if we can pass savings along to Douglas County.

Ensuring high performance from subcontractors starts with open communication and solid coordination. We will conduct an internal preconstruction conference with Douglas County Open Space's major subcontractors. We will identify subcontractors whose work affects each other and clarify project schedules, material lead times, and any potential conflicts between their scopes of work in an effort to get everyone on the same page before breaking ground.

We will also conduct preconstruction meetings with subcontractors by phase prior to starting any new significant phase in the project, such as framing, structural steel, masonry, gypsum board, finishes, floor covering, etc.

SUB-CONTRACTORS

Below is a list of sub-contractors and vendors that MWGC plans on working with. However, this list is not indicative of who we will end up using. For every bid, we solicit to at least 3-4 companies per division. We will use the company that proves to provide the best value for your projects.



Concrete Forming

Christopher Concrete
Elevated Structural Decks

Selective Demolition

Engineered Demolition
Orion Environmental

Architectural Woodwork

CAB-CON Enterprises
Columbine Kitchen & Bath

Gypsum Board

Independent Construction
South Valley Drywall

Fire Suppression

Arapahoe Fire Protection
Western States Fire Protection

Electrical

ADK Electric Corporation
Dynaelectric Co.

Temporary Fencing

American Fence Company
Taylor Fence Company

Masonry

Ammex Masonry
H.P. Construction

Thermal Protection

Allied Insulation
Rocky Mountain Insulation

Tiling

Decor Inc
Gary Leimer, Inc

Plumbing

Apollo Mechanical Contractors
Freund Plumbing & Heating

Earthwork

Dyer Construction
GTH Excavating Corp

Field Engineering

Alpha & Omega
Flatirons Surveying

Structural Steel

D & E Steel Services
Flawless Steel Welding

Metal Doors & Frames

Collins Door & Hardware
Colorado Doorways

Painting & Coating

Budget Painting
CRI Coatings LLP

HVAC

Conditioned Air Corp.
Frost-Air

Utilities

C & C Construction
Fischer Enterprises

DESCRIPTION	PURCH DATE	MODEL	SERIAL NO.	RATE PER MONTH
OFFICE EQUIPMENT				
C-4 Computer (Laptop)	7/17/19	Inspiron 15 5000 Series	Service Tag: DDDBLT2 Exp. Service Code: 29106607142	\$22.00
C-5 Computer (Laptop)	12/2008	Dell Latitude E6400 / PP27L	X463M A00	\$22.00
C-9 Computer (Laptop)	5/10/18	Inspiron 15 5000 Series	Service Tag: 2XPHPN2 Exp. Service Code: 6391765262	\$22.00
C-21 Surface (Laptop)	08/16/17	Microsoft Surface Laptop Model 1769	S/N: 017412672357	\$22.00
C-24 Computer (Laptop)	10/16	Dell Inspiron P58F 15 5000 Series	Service Tag: 8LKY0P2 Exp. Service Code: 18719227910	\$22.00
C-26 Computer (Laptop)	12/07/18	Dell Inspiron 15 5000 Series	Service Tag: 8JM53P2 Exp. Service Code: 18600305654	\$22.00
Tab-2 iPad with Stylus Pen	06/30/14	MF026LL/A 64GB Space Gray Model A1475		\$35.00
Tab-3 iPad Pro	10/16/18	iPad Pro 512 GB 12.9"	S/N: DLX560CGHPQG	\$35.00
Tab-4 - Surface Pro 6	12/7/18	Intel Core i5 Processor 256GB/Go / 8GB/Go RAM	S/N: 051575583453	\$35.00
Tab-5 iPad Air2 with Stylus Pen	12/15/14	MH2O2LL/A 64GB Gold Apple SIM - Model A1567		\$35.00
Tab-6 iPad Air2 w. Stylus pen	12/31/14	MH2M2LL/A 64GB Space Gray Apple SIM - Model A 1567		\$35.00
Tab-9 iPad Air2	03/05/15	MH2P2LL/A 64GB Gold Apple SIM - Model A1567		\$22.00
Tab-10 Surface Pro 3	4/28/15	Intel Core i7 Processor 256GB/Go8GB/Go RAM	S/N: 001843550953	\$35.00
Tab-11 iPad Air2	05/28/15	MH2P2LL/A 64GB Gold Apple SIM - Model A1567		\$22.00
Tab-12 iPad Air2 with Stylus Pen	8/20/15	MH2M2LL/A 64GB Space Gray Apple SIM - Model A 1567		\$22.00
Tab-13 -Microsoft Surf Book w Surf Pen	5/19/16	Intel Core i7 Processor 512GB/Go / 16GB/Go RAM	S/N 000475561557 / 033307561554	\$22.00
Tab-16 iPad Pro	11/10/17	iPad Pro 256 G	ICCID: 89148000003518029298	\$22.00
Tab-17 iPad Pro	11/10/17	iPad Pro 256 G	ICCID: 89148000003518028019	\$22.00
Tab-18 iPad Pro	11/29/17	iPad Pro 256 G	ICCID: 89148000003709741321	\$22.00
Printer (copier, printer, scanner)	08/31/14	HP Envy 4500 e-all-in-one	CN45V152N1	\$11.00
Printer (copier, printer, scanner)	04/24/15	HP Envy 4500 e-all-in-one	CN51U2415H	\$11.00
Printer (copier, printer, scanner)		HP Envy 4500 e-all-in-one	CN55B353V2	\$11.00
Printer (copier, printer, scanner)	10/03/16	HP Envy 4500 e-all-in-one	CN57O342KV	\$11.00
Printer (copier, printer, scanner)	03/21/18	HP Envy 4500 e-all-in-one	CN3CN190S0	\$11.00
Printer (copier, printer, scanner)	05/24/18	HP Envy 4500 e-all-in-one	CN57H3401K	\$11.00
Printer (copier, printer, scanner)	11/21/19	HP Envy 4500 e-all-in-one	CN5563549F	\$11.00
VEHICLES				
V-1 2020 Chevy 3500HD Flat Bed	10/12/20	Chevrolet	1GB3YSEY1LF271705	\$1,045.00
V-3 2020 Chevy Silverado	12/31/19	Chevrolet	3GCUYGET4LG210820	
V-4 2019 Subaru Impreza	09/17/19	Subaru	453GTAB62K3740423	
V-5 2020 Chevy Silverado	12/31/19	Chevrolet	3GCUYGET4LG213264	\$1,071.00
V-6 2015 Chevy 1500	05/20/15	Chevrolet	1GCKNPEC1FZ156158	\$743.00
V-7 2019 Subaru Forester	11/01/18	Subaru	JF2SKAEC3KH408820	
V-8 2018 Subaru Forester	11/09/17	Subaru	JF2SJAEC5JH447619	
V-9 2021 Chevy 1500	02/26/21	Chevrolet	1GCRYAEK1M2217784	\$976.00
V-10 2017 Lexus RX450H	12/20/16	Lexus	2T2BGMA0HC010198	
V-11 2019 Chevy 1500	10/25/19	Chevrolet	2GCVKNEC7K1223823	\$976.00
V-12 2021 Chevy 1500	03/04/21	Chevrolet	1GCRYAEK9M2217421	\$976.00
V-13 2021 Chevy 1500	08/03/21	Chevrolet	3GCNYAEK7MG395066	\$976.00
V-14 2018 Chevy 1500	12/15/17	Chevrolet	1GCKNNEH4JZ179362	\$825.00
V-15 2018 Chevy 1500	02/01/18	Chevrolet	1GCKNNEH8JZ28210	\$825.00
V-16 2018 Chevy 1500	04/18/18	Chevrolet	1GCKNNEC6JZ108507	\$825.00
V-18 2017 Subaru Forester	12/28/16	Subaru	JF2SKAEC8HH495223	
V-19 2019 Subaru Forester	10/17/18	Subaru	JF2SKAEC8KH406772	
V-20 2019 Chevy 1500	10/25/19	Chevrolet	2GCVKNEC3K1183739	\$976.00
OFF ROAD TRANSPORT				
2015 Polaris 570 Ranger Crew	05/31/16	570 Ranger Crew R15RNE57AS	3NSRNE577FE820733	\$2,100.00
TRAILERS				
T-1 10 X 42 1977 (office)	8/18/1986	Cliff Industries Plate #X589815 (6/19)	PT4054	\$220.00
T-2 40 Ft. Semi 1956	12/30/1987	Trailmobile Plate #D89401	ID473418CO	\$110.00
T-3 Utility Trailer- Green	12/11/1992	Big Tex Plate #782OCT	16VXPX1622N1E31859	\$165.00
T-4 10 x 32 Office Trailer	2/14/1996	Elder Plate #X616156	VIN No. ET7642	\$165.00
T-5 10 X 44 Office Trailer	2/14/1996	Office 1980 Ford Plate #X616157	VIN No. EID1021	\$220.00
T-6 Cargo Trailer	10/9/1992	Pro Western Plate #D96807	PW59BPC08N9925006	\$83.00
T-7 Heavy Duty Utility Trailer-Black	07/01	Carson HD16 Plate #492FDC	4HXHD16261A004717	\$220.00
T-8 Tandem Scissor Lift Trailer 2008	12/2007	Jayhawk Dump trailer Plate #174PVV	4ZEDT142581048024	\$220.00
T-9 8 X 32 Office Trailer 1997	12/30/2010	Mil Plate #429XPS	326319	\$220.00
T-10 Enclosed Trailer 2017	4/21/2017	Silver Haulmark Enclosed Trailer	575PB1422HU341172	\$220.00
T-12 Big Tex Goose Neck Flat Bed 2022	9/16/2021	Big Tex 16GN-20BK+5MR	16V3F332XN6083620	\$385.00
EXCAVATION EQUIPMENT				
SS-1 Skid Steer Univ Tractor	2/7/2007	NH LS170 SMM X190034	N6M430790	\$1,815.00
SS-2 Skid Steer Univ Tractor	02/07	NH L170 SMM X190035	N6M430419	\$1,815.00
Skid Steer Auger	12/04	Bobcat 15	944211460	\$1,650.00
Water Sprayer	3/11/2016	MIS 901110 PMI WATER Stk#12276	Serial No. 1060696	\$262.00
ME-1 Kubota U55-4 Mini Excavator	10/8/2020	U55-4 Engine #: 8LC0870	KBCDZ56CC13B28416	\$4,950.00
PLATE COMPACTOR				
PC-1 PLATE COMPACTOR (GROUND POUNDER)		MBW GP3000-15	1273705	\$110.00
PC-2 PLATE COMPACTOR (Jump Jack, Plate Rammer)	7/31/2018	MTX-60HD	D3961	\$220.00
GROUND UNIT HEATER(S)				
GH-1 Ground Heater (Plate #408CMV)	02/01/22	E800/SN 800-01064	1G9UP0817ZS201041	\$3,850.00
GH-2 Ground Heater	12/04/20	2014 Wacker E3000	Serial No. 24215232 VIN: 5XFC51526EN006298	\$7,150.00
UN-1 Unit Heater	10/03/18	L.B.White Premier 350 DF TS350	Serial#L000267535	\$336.00
TOW BEHIND AIR COMPRESSOR				
AC-3 Air Compressor (Lisc Plate #794SPR)	4/26/07	Sullair 185DPQ-JD	004-134963	\$868.00
GENERATORS				
GEN-1 Magnum Pro Generator	09/12/19	2014: 19-29 KVA Model: MMG25FH	Serial No. 1406831	\$1,760.00
GEN-2 Multiqip Generator	10/02/19	2014: 19-29 KVA Model: DCA25SSU3C	Serial No. 7112737	\$1,760.00
GEN-3 Honda Industrial Generator	10/15/13	EB6500X	EBLC-1008989	\$211.00
GEN-4 Wacker Generator	08/28/18	KVA Tier 4 Model: G25	Serial No. 24238565	\$1,320.00

AIR COMPRESSORS AND AIR TOOLS				
AC-1 Air Compressor	12/21	Craftsman 6 Gallon 2.6SCFM	2969319276	\$32.00
AC-4 Air Compressor		Hitachi Honda Gx 100 Gas	Serial No. 2900220	\$50.00
NG-1 Nail Gun & Air Hose	12/1/2017	Hitachi NR90AE (S1)	C351282	\$28.00
NG-2 Nail Gun & Air Hose	11/2010	Hitachi NR83A2	C325357D	\$30.00
NG-3 Coil Nail Gun	10/01/10	Hitachi NV65AH	300064	\$30.00
NG-4 Finish Nailer		Hitachi NT65M2(s)	C353023	\$30.00
PN-1 Palm Nailer	9/6/2018	Ridgid R350PNF	AW18208D0180882	\$28.00
BN-1 Brad Nailer		Porter Cable Brad Nailer BN200C	18293096 G1 47	\$28.00
PS-1 Pneumatic Staple Gun	10/2008	Bostitch SX150		\$15.00
PS-2 Pneumatic Staple Gun 2"	12/2008	Hitachi N-5008AC	QO 704113	\$35.00
Air Sprayer		Chaplin	2-1085-71 (A)	\$10.00
HILTI DRILLS				
HD1 - Hilti Drill	12/2004	TE-76 ATC	11-00224520	\$145.00
HD2 - Hilti Drill	09/21/04	TE25	02-00150741	\$50.00
HD3 - Hilti Drill		TE24 **	760031	\$50.00
HD4 - Hilti Drill	9/21/04	TE76 **	06-00099110	\$145.00
HD7 - Hilti Drill		TE-75	140846	\$50.00
HD8 - Hilti Drill	6/1/2000	TE-75	03-00181887	\$50.00
HD9 - Hilti Drill	July 2008	TE-25	03-0236163-JJ-07	\$35.00
HD10 - Hilti Drill	09-02	TE-25	28552	\$60.00
HD11 - Hilti Drill	12/2004	TE-25	208768	\$70.00
HD12 - Hilti Drill	July 2008	TE-70	03-0027923-EK-08	\$100.00
HD13 - Hilti Drill	Jun-00	TE-75	03-0234580-FJ-07	\$35.00
HD14 - Hammer Drill 1/2"	02/27/07	Rigid R5011	BB0651 09572	\$12.00
Hilti Drill	12/2004	TE-25	209963	\$70.00
POWDER ACTIVATED TOOLS				
PT2 - Hilti	11/12/10	DX351	157950	\$50.00
PT5 - Hilti	12/2004	DX460-F8	98475	\$50.00
CHIPPING AND JACK HAMMERS				
CH-1				\$50.00
CH-2 Chipping Hammer (35 LB)		Gardner Denver B-37	837	\$50.00
CH-3 Chipping Hammer (35 LB)		Gardner Denver B-37	837	\$50.00
CH-4 Chipping Hammer (15 LB)	8/5/2011	Atlas Copco CP 4123-3R	MHN 002944	\$50.00
JH-5 Jackhammer 60#		Gardener Denver S48-1	NY App BSA 2963 , 199643	\$50.00
CONCRETE VIBRATORS				
CV2 - Concrete Vibrator 2"		Burke 2500	2678	\$50.00
CV3 - Concrete Vibrator 1"		Denver Concrete	830190	\$50.00
CV4 - Concrete Vibrator 2.5"		Wyco #991/2D	G2.5-2558	\$50.00
SUMP PUMPS				
SP-1 Sump Pump				\$10.00
SP-3 Submersible Utility Pump	10/05	Flotec FPOS	11300V-08	\$10.00
SP-4 Sump Pump 1/4 HP	06/2013	DuraMAC		\$10.00
SP-5 Submersible Utility Pump	7/09	Flotec FPOS1775A	030D09T	\$10.00
SP-6 Submersible Utility Pump	11/2010	Utill-Tech	HP009486	\$10.00
Pump Tsurmi 1-1/2"		LB750	B2-6928343	\$50.00
Pump Tsurmi 1-1/2"				\$50.00
Pump Trash 2"		Teel 2P333A	91052007	\$65.00
Water Wizard (Puddle Sucker) 1	06/10/03	5-MSP	ALA03285925	\$72.00
Honda 3" Trash Pump	06/12/15	WT30X	GCBHT-1185144	\$121.00
BUILDERS LEVELS AND LASER LEVELS				
TH-1				
TH-2 South Electronic Theodolite	12/29/04	ET-05	T23920	\$125.00
L1 - Sokkia Level	12/2004	C330	395683	\$34.00
L2 - Leica Level	12/13/17	NA 332	732332315982	\$30.00
L3 - Sokkia Level	05/01/00	C30	373727	\$30.00
L4 - Leica Level	12/01/17	NA 332	840383	\$30.00
L6 - Sokkia Level	12/2004	C330	395623	\$34.00
L7 - Sokkia Level	11/27/13	B30/B40	232328	\$30.00
LL1 - Hilti Laser Level	09/01	AP00044443	RT-7610-5	\$117.00
LL2 - Spectra Laser Level		Model No. PLUS	Serial No. 1103	\$97.00
LL3 - Bosch Laser Level				\$10.00
LL4 - Fat Max Laser Level	02/13/08			\$20.00
LL5 - Bosch Laser Level	06/24/14	Bosch GPL3	601066110	\$10.00
LL6 - Bosch Laser Level	03/05/15	Bosch GPL3	411000320	\$20.00
LL7 - Digital Laser Level	02/23/18	Empire EM105.48		\$20.00
LL8 - Digital Laser Level	07/27/18	Spectra Precision Laser Level HV302	16039864	\$125.00
MISCELLANEOUS TOOLS				
Metal Detector	02/14/14	Garrett Ace 250 PRO	8615600271	\$25.00
Airmeter Press-ur-meter		Type B	CH57	\$10.00
TS1 - Torch Set		General Air	038-1354	\$10.00
CM-1 Concrete Mixer	07/02/18	Pro Force - Model #105891A	Serial No. 17121111	\$30.00
Pressure Washer	04/11/08	Husky	CPANXWIA	\$30.00
Master Meter Wheel				\$10.00
WB-1 Weed Burner				\$10.00
WB-2 Weed Burner				\$10.00
RCB-1 Rebar Cutter & Bender		Willard		\$25.00
RCB-2 Rebar Cutter & Bender		Willard		\$25.00
Welder		Lincoln AC225ARC	9291806	\$25.00
Water Stop Iron				\$10.00
Vacuum Cups (Glass Removal)	12/2012	Powr-Grip	N1160840	\$7.00
Vacuum Cups (Glass Removal)	12/2012	Powr-Grip	N1160841	\$7.00
ESG-1 Electric Staple Gun	11/01/10	Arrow	ETFX50	\$25.00
TC1 - Trash Cart	2/03	Rubbermaid 1314		\$34.00
LB-1 Gas Leaf Blower	12/10/07	Ryobi RY08576	ATK 1391204	\$20.00
LB-2 Gas Leaf Blower	10/30/19	Stihl BR 700 X	Serial No. 518381742	\$25.00
MetalliScanner Electric Locator	02/11/14	Zircon MT6	4218658594	\$15.00
Skid Steer Magnet (Attach to fork)	02/15/16			\$28.00
18" Magnet Push Broom	02/15/16			\$13.00
Magnum Paint Sprayer	08/12/16	Graco Home Depot	BA3115444	\$25.00
Snow Blower-Deluxe 30"	02/20/18	Model No. 921047 Ariens ST30DLE	Serial No. 038563	\$125.00
Pallet Jack		U-Line Scissor Lift Pallet Jack	H-2507	\$30.00
Hand Crank Lift				\$50.00

4-FODS Panel 12' x 7' (Tracking Pads)	10/25/19	Erosion Cntl w 3-Brackets & 6-Straps	BCS110499	\$1,490.00
SOG1 - Fire Sprinkler Shut Off Gun	07/01/19	Shutgun Mark 2	Patent: US8973673	
SOG2 - Fire Sprinkler Shut Off Gun	07/01/19	Shutgun Mark 2	Patent: US8973673	
SOG3 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 3	Patent: US8973674	
SOG4 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 4	Patent: US8973675	
SOG5 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 5	Patent: US8973676	
SOG6 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 6	Patent: US8973677	
SOG7 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 7	Patent: US8973678	
SOG8 - Fire Sprinkler Shut Off Gun	07/18/19	Shutgun Mark 8	Patent: US8973679	
FANS AIR MOVERS NEGATIVE AIR MACHINES				
AM1 - Air Mover		Rigid AM25500	05352AE00281	\$236.00
AM2 - Air Mover (3-speed)	02/22/07	Rigid AM25500		\$236.00
AM3 - Air Mover High Velocity 42"	10/01/09	Utilitech HVB-42A	08005AE00074	\$285.00
AM4 - Air Mover	12/1	Rigid AM25600	15263R0089	\$236.00
AM5 - Air Mover	12/1	Rigid AM25600	15263R0090	\$236.00
NAM1 - Neg. Air Machine (Dust Collector)	10/13/08	700 CFM ACSI	A07T1772	\$85.00
NAM2 - Neg. Air Machine (Dust Collector)	03/27/09	ACSI	A02U2595	\$85.00
DF1 - Drum Fan 36"	09/15/10	UTILITECH LR20ACA	17988	\$245.00
DF2 - Drum Fan 36"		UTILITECH		\$245.00
DF3 - Drum Fan 36"		Dayton	2MV54	\$245.00
DF4 - Drum Fan 24"		Work Force	FSC-500B	\$245.00
DF5 - Drum Fan 24"		UltraTech	20MCA	\$245.00
DF6 - Drum Fan 24"		UltraTech	20MCA	\$245.00
20" Fan		Kmart 3 speed		\$245.00
24" Fan	08/2011	UTILITECH 3755	10040564-001	\$149.00
24" Fan	08/2011	UTILITECH 3785	10040564-001	\$149.00
PROPANE HEATERS				
PH1 - Propane Heater, Forced Air	2/03	Universal 350,000 BTU	875176	\$46.00
PH2 - Propane Heater, 200,000 BTU		Universal 250	108827	\$25.00
PH3 - Propane Heater, Fan Force 350	10/23/18	Dyna-Glo Deluxe ProGrade 150,000BTU	1730ART2883	\$30.00
PH4 - Propane Heater, Forced Air	2/03	Universal 350,000 BTU	875175	\$30.00
PH5 - Propane Heater		Universal 150 FAS	A126365	\$30.00
PH6 - Propane Heater	10/23/18	Dyna-Glo Deluxe ProGrade 150,000BTU	1730ART23229	\$30.00
PH7 - Propane Heater		Universal 150 FAS	A172770	\$30.00
PH8 - Propane Heater	10/23/18	Dyna-Glo Deluxe ProGrade 150,000BTU	1730ART2928	\$30.00
PH9 - Propane Heater	02/01	Universal 225-UCA	A694943	\$30.00
PH10 - Propane Heater	03/01	Universal 150 FAST	A438397	\$30.00
PH11 - Propane Heater		Remington 95-125	G180800749	\$30.00
PH12 - Propane Heater		Universal 225 VCA	A694937	\$30.00
PH13 - Propane Heater		Universal 225 VCA	A489621	\$30.00
PH14 - Propane Heater		Universal 225 VCA	A694935	\$30.00
PH16 - Propane Heater	12/10	Heat Star 125,000-170,000 BTU	LN1701700001161	\$30.00
PH17 - Propane Heater	12/10	Heat Star 125,000-170,000 BTU	MHC701700023899	\$30.00
PROPANE BOTTLES				
PB-1 100 Lb. Propane Bottle			WC239	\$30.00
PB-2 100 Lb. Propane Bottle			10687	\$30.00
PB-3 100 Lb. Propane Bottle				\$30.00
PB-4 100 Lb. Propane Bottle				\$30.00
PB-5 100 Lb. Propane Bottle				\$30.00
KEROSENE HEATERS				
KH-1 Kerosene Heater 10,000 BTU		Comfort Glow 7R10	7013453	\$10.00
KH-2 Kerosene Heater 23,000 BTU		Keroworld KW 24C	V990505988	\$10.00
KH-3 Kerosene Heater 23,000 BTU		Keroworld KW 24C	O13204200244	\$10.00
SPACE HEATERS				
Heater		Patton MH761	30814	\$10.00
Space Heater	10/2008			\$5.00
Space Heater	10/2008			\$5.00
Space Heater				\$5.00
Space Heater				\$5.00
Space Heater	10/2008			\$5.00
Space Heater				\$5.00
Space Heater	11/01/19	KONWIN Infrared Heater	Model No. GD9315BCP-6	\$10.00
Space Heater	11/01/19	KONWIN Infrared Heater	Model No. GD9315BCP-6	\$10.00
Space Heater	11/01/19	Intertek Fan-Forced Heater	Model No. HB-211T	\$10.00
Space Heater	11/01/19	Intertek Fan-Forced Heater	Model No. HB-211T	\$10.00
SHOP VACS / VACUUMS				
VAC1 - Vacuum	06/28/16	Hoover Wind Tunnel - UH70935	Series: YF12.0	\$20.00
VAC2 - Vacuum	06/01/16	Hoover Techtronic - UH70800	Series: YD12.0	\$15.00
VAC3 - Shop Vac (wet/dry)		Shop Vac 8050A		\$15.00
VAC4 - Vacuum	04/07/02	Dirt Devil Upright		\$17.00
VAC5 - Vacuum		Hoover Upright WindTunnel	Model No. UH70212	\$17.00
VAC6 - Vacuum	06/01/16	Dirt Devil Upright - Jaguar	Model No. UD70230	\$17.00
VAC7 - Shop Vac (wet/dry)	12/26/18	Ridgid 9 Gallon	Model: HD090001 Serial:18217R032690	\$15.00
VAC8 - Shop Vac	06/13/18	Ridgid 16 Gallon Wet/Dry Vac	Model: WD16400 Serial:18084 R161412	\$15.00
VAC9 - Vacuum		Hoover Upright		\$17.00
VAC10 - Vacuum, Back Pack	01/22/03	Sandia Whisper Raven XP3	24885	\$25.00
VAC11 - Shop Vac (wet/dry)		Shop Vac 6 gallon	SL14-600C	\$15.00
VAC12 - Shop Vac (wet/dry)	05/11/18	Ridgid Shop Vac 120V	Model: WD12701 Serial: 18090R010104	\$15.00
VAC13 - Shop Vac		Craftsmen 16 gallon		\$15.00
VAC14 - Shop Vac		Ridgid 12 Gallon Wet/Dry Vac	Model: WD122701 Serial: 17300R010783	\$15.00
VAC15 - Vacuum	02/26/18	Dirt Devil Upright	Model No. UD70164	\$15.00
VAC16 - Shop Vac		Ridgid 16 Gallon	07003 C0974	\$15.00
VAC17 - Shop Vac	5/21/2018	Ridgid 12 Gallon Wet/Dry Vac	Model: WD12701 Serial: 18077R010511	\$15.00
VAC18 - Shop Vac (wet/dry)	07/13/18	Ridgid 14 Gallon Pro Wet/Dry		\$15.00
VAC19 - Shop Vac		Ridgid 16 Gallon	Model: WD16800 Serial: 18042R121574	\$15.00
VAC20 - Shop Vac (wet/dry)	12/19/18	Ridgid 16 Gallon Wet/Dry Vac	Model: HD14000 Series: 841997	\$15.00
VAC21 - Vacuum	01/24/19	Hoover WindTunnel Rewind Bagless	Model: UH71255 Series: YW12.0	\$15.00
VAC22 - Vacuum		Bissell Push Carpet Vacuum	13254101E	\$15.00
VAC23 - Vacuum	10/09/19	Bissell CleanView	Model: 2487 Serial : 1915001030E	\$15.00

WORKLIGHTS					
Power Light (Quartz)					\$15.00
Worklight		Yellow one 150 watt Commercial Elec. HD1000			\$5.00
WL-2 Worklight	05/08/03				\$15.00
WL-3 Worklight - Twin Heads (yellow)	07/2009				\$10.00
WL-4 LED Worklight		Maxxima LED 100 Watt 500k Worklight		MPWL-100 LK-K5-110W 49962838	\$10.00
WL-5 LED Worklight		Maxxima LED 100 Watt 500k Worklight		MPWL-100 LK-K5-110W 49962860	\$10.00
WL-6 LED Worklight		Maxxima LED 100 Watt 500k Worklight		MPWL-100 LK-K5-110W 49962858	\$10.00
WL-7 LED Worklight		Maxxima LED 100 Watt 500k Worklight		MPWL-100 LK-K5-110W 49962866	\$10.00
WL-8 LED Worklight		Maxxima LED 100 Watt 500k Worklight		MPWL-100 LK-K5-110W 49962861	\$10.00
WL-9 Worklight	11/01/19	Husky 120VAC 60Hz 1.2A 150W		Model No. K40190	\$10.00
LS-1 Light Stand	10/01	LumaPro 4VM74			\$5.00
LS-3 Light Stand	10/01	LumaPro 4VM74			\$5.00
CIRCULAR, DEMO, TABLE, CHAIN SAWS					
JS-1 Jigsaw		DeWalt / DW317K		989699	\$15.00
JS-2 Jigsaw		Ryobi JS481L		Serial No. CS12483NC63501	\$15.00
JS-3 Jigsaw		SKIL 4490		F012449000	\$15.00
DC-1 Deep Cut Band Saw		Milwaukee		678A495270406	\$35.00
IW-1 Impact Wrench		Milwaukee 3052		54923980	\$50.00
IW-2 Impact Wrench	5/9/2010	DeWalt		765396	\$50.00
IW-3 Impact Wrench	Sep-18	Husky 1/2" Impact Wrench		Model No. H4430 Serial No. 1701001583	\$50.00
RT-1 Router		Ryobi/R175		8241509633	\$10.00
ES-1 Electric Shear		Kett K-200		201465	\$11.00
S1 - Saw, 7 1/4 - CIRCULAR		Skil 559			\$10.00
S3 - Saw, 7 1/4 - Worm		Bosch 1677M		497736	\$15.00
S4 - Saw, 7 1/4 - Worm	06/07/07	Skil HD77M		78221	\$15.00
S5 - Saw, 7 1/4 - MAGNUM (replacement)	09/10/04	Skil 77		HG-837163	\$10.00
S6 - Saw, 7 1/4 - Mag	07/10/08	Skil HD77		881 171444	\$15.00
S7 - Saw 7 1/4 CIRCULAR		Skil		4HTX4	\$10.00
S8 - Dewalt Cordless Skill Saw	7/30/19	Dewalt Cordless Skill Saw		DCS570	\$17.00
S9 - Saw 7 1/4 - H.D. CIRCULAR	Oct-00	Skil HD77M		HF-809689	\$10.00
S-10 - Saw 7 1/4 - H.D. CIRCULAR	Oct-00	Ski HD77M		HF-809234	\$10.00
S-11 - Saw 7 1/4" - CIRCULAR	Sep-06	DeWalt DW368		30044	\$17.00
S-12 - Battery Powered Circ Saw	Jul-19	Ryobi 5" 18V Circ Saw		CS18471N000164	\$17.00
S-13 - Saw MAG 77 SKIL	11/11/09	Skil SHD77M		981310626	\$17.00
DS-2 Delta 10" Bench (Table Saw)		Delta		N9139	\$20.00
DS-3 14" Chop Saw		Ridgid R4141		Serial No. BX1111 03826	\$50.00
DS-4 Demo Saw (gas)		Partner K950			\$50.00
DS-5 14" Chop Saw (Elec)		Ryobi		018564-8641	\$25.00
DS-6 Demo Saw (gas)	12/23/2008	Partner K960		81100054	\$100.00
DS-8 Dewalt Chop Saw	2014	Dewalt DW705			\$50.00
Demo Saw	12/1/2008	Husqvarna			\$50.00
TS-1 10" Table Saw	04/26/19	Rigid R4513		GW18193D1C46941	\$50.00
TS-2 10" Table Saw w / blade pack	11/2010	SKIL 3310		F012 3310 00	\$15.00
CS1 - Chain Saw	04/01	Craftsman 358.350460		002552201640	\$11.00
MS-1 12" Miter Saw	8/10/2017	Dewalt Double Bevel Miter Saw		533037 2017 20-48 DSW780	\$50.00
MS-2 Sliding Compound Miter Saw	2012	DeWalt DW178		958643 2009 31-49	\$50.00
MSS-1 Miter Saw Stand	8/10/2017	Dewalt Miter Saw Stand		DWX723	\$15.00
SAWZALLS					
SZ1 - Orbital Sawzall Reciprocating Saw	9/8/2016	Milwaukee 6520-21		BO2E3162602121	\$15.00
SZ2 - Super Sawzall	12/2004	Milwaukee 6537-22		916H604271864	\$16.00
SZ3 - Super Sawzall		DeWalt DW303-M		184640	\$16.00
SZ4 - Orbital Sawzall Reciprocating Saw	9/8/2016	Milwaukee 6520-21		BO2E3162602115	\$15.00
SZ5 - Reciprocating Sawzall	9/20/2018	DeWalt DWE304		533350	\$17.00
SZ6 - Super Sawzall	06/02	Milwaukee 6537-22		916H301430527	\$15.00
SZ7 - Super Sawzall	1/5	Milwaukee 6537-22		916H602310176	\$15.00
SZ8 - Super Sawzall / 12 volt	3/23/07	Bosch RS15-B		690005421	\$10.00
SZ9 - Sawzall	6/2008	Milwaukee 6509-22		A17E608134602	\$10.00
SZ10 - Sawzall Reciprocating Saw	8/2/2016	Milwaukee Cat. No. 6509-31/6519-30		C25C3161506467	\$15.00
SZ11 - Sawzall Reciprocating Saw		Milwaukee		C2563154201785	\$15.00
SZ12 - Variable Speed Reciprocating Saw	4/1/2019	DeWalt 20V Max Model No. DCS380			\$17.00
SZ13 - Dewal Reciprocating Saw	7/30/2019	DeWalt 20V Max Model No. DCS367		DCLMQFH	\$17.00
SZ14 - Ryobi Reciprocating Saw	7/29/2019	Ryobi 18V Recip Saw P514		CS18471N9000133	\$17.00
DRILLS					
D1 - Drill, 1/2" Cordless with light	05/03/06	Milwaukee		311A505280922	\$10.00
D2 - Drill 3/8" Heavy Duty Drill	3/9	Milwaukee 0231-6		SIN880-A595480069	\$12.00
D3 - Drill, 3/8 inch		Milwaukee 0244-1		57452607	\$10.00
D4 - Hammer Drill, 3/8 inch		Milwaukee		665375655	\$12.00
D5 - Drill 18V Cordless	2012	DeWalt DC970		580432	\$18.00
D6 - Drill 1/2" Cordless	05/23/08	Milwaukee 0627-20		A79A506466888	\$15.00
D7 - Drill 18V Cordless & Impact Drill	10/06/13	DeWalt		18V drill: 392688	\$30.00
D8 - Driver/Drill 1/2" Cordless	01/15/03	Milwaukee 0522-20		952A502342555	\$22.00
D9 - Impact Driver/Drill 1/4"	07/23/19	Dewalt DCF887		Serial No. DCPPTC4M	\$22.00
D10 - Drill, 3/8" Cordless		Makita 6093D		1774570 95-05	\$10.00
D11 - Drill, 3/8" Cordless w/charger		Makita 6012HD		2814385E	\$10.00
D12 - Drill, 1/2 inch		Milwaukee 100		6201928	\$10.00
D13 - Drill, 1/2 inch Rev.		B & D - Type AA		1302	\$10.00
D14 - Drill, 1/2 inch		B & D - 1321		90342531	\$10.00
D15 - Drill 3/8" Close Quarters	12/01/00	Milwaukee 0375-1		611A900201180	\$12.00
D16 - 1/2" Drill, Cordless 18V	07/29/19	Ryobi 18V P208B Drill Driver		CS18463N100427	\$12.00
D17 - Drill 1/2"	10/2008	DeWalt DW2359			\$10.00
D18 - Drill, 1/2"; 18V; Cordless	02/03/03	Milwaukee 0522-24		952A502440677	\$18.00
D19 - Hammer Drill 1/2"		DeWalt DW511		956529-20063849	\$10.00
D20 - Drill 1/2"		DeWalt DCD780		Serial No. B4U1FH	\$17.00
D21 - Hammer Drill, 1/2" Cordless/Brushless	02/28/18	Dewalt DCD 996		DBLD2B2	\$15.00
D22 - Impact Drill, 1/2" Cordless/Brushless, w.Charger	05/21/18	Dewalt DCF 887		DBFJV4	\$15.00
D23 - Drill, 1/2" Cordless	05/21/18	Milwaukee Cat. No 2606-20		F24DD1802 10862	\$10.00
D24 - Drill, Impact, Cordless	05/21/18	Milwaukee Cat No 2656-20		F26CD1802 17551	\$10.00
D25 - Drill, Driver, Brushless	06/22/18	Dewalt DCD796		DBH0X83	\$10.00
D26 - Drill, Driver, Brushless	07/23/19	Dewalt DCD796		DCV0GB3	\$10.00
D27 - Drill, Impact	07/29/19	Ryobi 18V Impact Driver		CS18456DB50042	\$10.00
D28 - Drill, Close Quarters	07/29/19	Ryobi 18V 90 Closoe Quarters Drill		CS19153N120224	\$10.00
Dremel - 1 "Dremal"	8/2009	Bosch RZ1		9629	\$10.00
MT-1 Rockwell Multitool Drill, Mortise		Rockwell F30 3025736 Stanley		U520130180747 28669	\$10.00 \$60.00

SCREW GUNS				
SG1 - Screw Gun		Black & Decker 2054	60791	\$10.00
SG2 - Screw Gun		Milwaukee 6758-1	8238395021183	\$10.00
SG4 - Screw Gun		Milwaukee 6783-1	4700599430030	\$10.00
GRINDERS				
G1 - Grinder 4 1/2" Heavy Duty	01/29/07	Milwaukee 6140-6	762F806330354	\$13.00
G2 - Grinder 4 1/2" Heavy Duty		Milwaukee 6148	762E49908 2215	\$12.00
G3 - Grinder	8/15/18	Milwaukee 4 1/2"	H40BD1822 01044	\$12.00
G4 - 4 1/2" Grinder	9/6/18	DeWalt - DWE4011	150399	\$12.00
G5 - 7" Grinder	5/01	Milwaukee 6068	817B401090177	\$12.00
G6 - 4 1/2" Grinder	9/20/18	DeWalt DWE402	DWE402 DES	\$12.00
G7 - Cordless Ryobi Grinder	9/29	Ryobi 4-1/2" Grinder P423	CS18414N180283	\$15.00
G8 - 4 1/2" Grinder	9/26/08	DeWalt D 28402	501260	\$10.00
G9 - 4 1/2" Grinder	10/2008	Makita		\$15.00
G10 - 4 1/2" Angle Grinder	3/10/10	DeWalt DW-818	506619	\$15.00
G11 - 4 1/2" Grinder	10/13/11	DeWalt D28402K	203240	\$15.00
G12 - 4 1/2" Angle Grinder	12/31/14	DeWalt D28402W	346710	\$15.00
G13 - 4 1/2" Angle Grinder	12/31/14	DeWalt D28402W	475528	\$15.00
G14 - 5" Angle Grinder	5/13/16	Bosch GWS13-50VSP	601001855	\$15.00
BELT AND PALM SANDERS				
BS-1 Belt Sander	Aug-99	Porter Cable 362	197053A8922	\$23.00
BS-2 Belt Sander		Porter Cable 352VS	462181 A1044	\$25.00
PS-1 Palm Sander		Porter/Cable 340	101822	\$10.00
PS-2 Palm Sander	04/17/07	Ridgid R2500	BB0649 40890	\$10.00
PS-3 Palm Sander		SKIL 7290	F012729000	\$10.00
PS-5 Palm Sander		Ridgid R2500	46619	\$10.00
MT -1 Ryobi Multi Tool	7/29	Ryobi 18V Multitool P570	CS18466NA50350	\$23.00
SAFETY EQUIPMENT				
CIAC-1	04/17/07	AA7041A	Harness / 058468	\$15.00
CIAC-2			Lanyard / 1001038	\$15.00
CIAC-3				\$15.00
CIAC-4			Lanyard / 770514	\$15.00
CIAC-5	04/29/17	Preferred Safety Red/Black 22.5kn/5m	Harness 129PT-3R/ 841530	\$15.00
CIAC-6	09/11/18	Upgear Easy Wear	Harness 6' Shock Absorb Lanyard	\$15.00
Harness & Lanyard				\$30.00
RSL-1	08/09/19	Rebel Protecta Safety Life Line	2006893	
RSL-2	08/09/19	Rebel Protecta Safety Life Line	2006887	
RSL-3	08/09/19	Rebel Protecta Safety Life Line	2006904	
EZFA-1	08/09/19	Sala EZ stop Double Clip Fall Arrestor	E00403500F75589E	
EZFA-2	08/09/19	Sala EZ stop Double Clip Fall Arrestor	E00403500F75339A	
EZFA-3	08/09/19	Sala EZ stop Double Clip Fall Arrestor	E00403500ED589F7	
SH-1	08/09/19	3m Protecta Safety Harness	1161204	
SH-2	08/09/19	3m Protecta Safety Harness	1161204	
SH-3	08/09/19	3m Protecta Safety Harness	1161204	

Time and Material Billing Labor Rates

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$225.00
VP / Chief Estimator	\$125.00
Estimator	\$95.00
Project Manager	\$125.00
Superintendent	\$115.00
Project Engineer	\$ 85.00
Accounting	\$ 76.00
Administration	\$ 65.00
Carpenter	\$ 60.00
Laborer	\$ 49.00
Skid Steer	\$350.00/day (+ Operator, Fuel, Delivery, attachments)

** Overhead on Materials, Subcontractors, and reimbursable: 15%

FEES & OUT OF POCKET EXPENSES

The following are a list of fees and out of pocket expenses that we deem to be reimbursable by Douglas County.

- Wide Format Printing
- Printing
- Fuel

REFERENCES



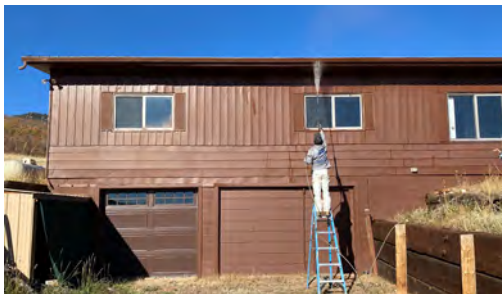
Project Name	Snowmass Village Town Park
Owner	Andy Worline (Director), Town of Snowmass Village (970) 922-2245, aworline@tosv.com
Address	2835 Brush Creek Road Snowmass Village, CO 81615
Project Cost	\$6,525,048



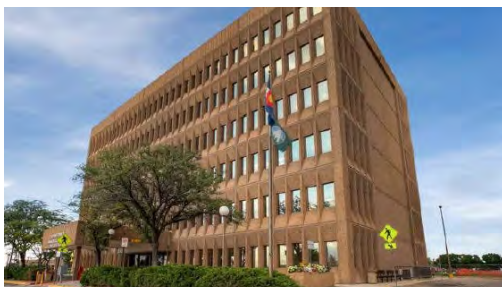
DESCRIPTION:
Development of multi-purpose activity fields, new parking lot, filtration pond, re-orientation of the rodeo grounds and new bleacher structure.



Project Name	Douglas County Open Space (2022 & 2023)
Owner	Johnny Mulligan (Historical Restoration Specialist), Douglas County (303) 660-7497 jmulliga@douglas.co.us
Address	100 Third Street Castle Rock , CO 80104
Project Cost	\$75,000



DESCRIPTION:
Various repair projects for Douglas County Open Spaces.



Project Name	South Platte Crossing Renovation
Owner	Cyndi Stringham (Project Manager), Adams County (720) 523-6305 cstringham@adcogov.org
Address	4430 S. Adams County Parkway Brighton, CO 80601
Project Cost	\$4,187,390



DESCRIPTION:
Renovations took place in the basement, first floor and second floor and encompass a total area of 36,000 square-feet. Adams County added a 2nd phase to the project that had us renovating 2 additional floors to the building.

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: MW GOLDEN CONSTRUCTORS

ADDRESS: 1700 Park St

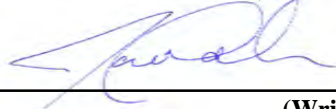
CITY: Castle Rock STATE: CO ZIP: 80109

TELEPHONE NUMBER: 303-688-9848 FAX NUMBER: 303-688-8269

E-MAIL: marketing@mwgolden.com

BY: Jason Golden

(Printed or Typed Name)



(Written Signature)

TAXPAYER I.D. NUMBER: 00873444

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.



 **MW GOLDEN**
CONSTRUCTORS

THANK YOU
For Choosing MW GOLDEN CONSTRUCTORS

1700 Park Street • Castle Rock, Colorado • 80109

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.

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.