1. CALL TO ORDER AND ROLL CALL

2. AMENDMENTS TO THE AGENDA

3. PUBLIC COMMENT

4. CONSENT AGENDA
   4.a. Approval of the May 28, 2019, Town Council Meeting Minutes
   Timnath Town Council - 28 May 2019 - Minutes
   4.b. June 11, 2019 Check Register
   June 11, 2019 Check Register

5. REPORTS
   5.a. Mayor and Council Reports
   5.b. Manager’s Report
   Staff Report - Pdf

6. BUSINESS
   6.a. RESOLUTION NO. 32, SERIES 2019, A Resolution Approving Professional Services Agreement with Connell Resources for the 2019 Road Overlay Program
   Staff Report - Pdf
   Resolution 32
   Purchase Authorization
   Contractor Agreement
   Presented by: Don Taranto
   6.b. RESOLUTION NO. 33, SERIES 2019, A Resolution Approving the Construction of the Timnath Main Street Project
   Staff Report - Pdf
   Resolution 33
   Purchase Authorization
   Connell's Bid Tabulation
   Main Street Project Area
   Presented by: Don Taranto

7. ADJOURNMENT

DISCLAIMER
ADA Disclaimer: The Town of Timnath will make reasonable accommodations for access to Town services, programs, and activities
and will make special communication arrangements for persons with disabilities. If you need reasonable accommodation please notify us 24 hours in advance of the service, program or activity. Please call 970-224-3211 (TTY: Dial 711 or 800-659-3656 for Relay Colorado assistance).
PRESENT: Mayor Pro Tem Aaron Pearson, Councilmember Bill Neal, Councilmember Lisa Laake, and Councilmember Rick Collins

ABSENT: Mayor Jill Grossman-Belisle

STAFF: Contracted Town Attorney Robert Rogers, Town Clerk Milissa Peters-Garcia, Deputy Clerk Tiffany Akers, Contracted Community Development Director Matt Blakely, Contracted Town Planner Brian Williamson, Contracted Town Planner Kevin Koelbel, and Contracted Town Engineer Matt Taranto

PUBLIC: Developer Jeff Mark

1 CALL TO ORDER AND ROLL CALL 6:00 P.M.

2 AMENDMENTS TO THE AGENDA

3 PUBLIC COMMENT

4 CONSENT AGENDA
   a) Approval of the May 14, 2019, Town Council Meeting Minutes
   b) ORDINANCE NO. 7, SERIES 2019, An Ordinance Approving the Addition of Chapter 16, Article 12 to the Timnath Land Use Code Regarding Oil and Gas Drilling and Production (the “Interim Town Regulations”). - Setting a public hearing on July 9, 2019, at 6:00 p.m.

Councilmember Bill Neal made a motion to approve the consent agenda. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

5 REPORTS
   a) Mayor and Council Reports-NONE

6 BUSINESS
   a) RESOLUTION NO. 29, SERIES 2019, A Resolution Approving the Construction of the Rendezvous Access Road
      • Mr. Taranto spoke to Council about the proposed resolution.
Councilmember Lisa Laake made a motion to approve RESOLUTION NO. 29, SERIES 2019, A Resolution Approving the Construction of the Rendezvous Access Road. Councilmember Bill Neal seconded the motion. CARRIED unanimously.

b) RESOLUTION NO. 30, SERIES 2019, A Resolution Approving the Construction of the Old Town Temporary Interim Parking

- Mr. Blakely spoke to Council about the proposed resolution.
- Councilmember Collins asked that the Chinn property be posted as private and no parking.
- Councilmember Laake asked how long it would take to work with the railroad to get the fence and Mr. Blakely explained the process with the railroad and Mr. Williamson stated that initial conversations with the railroad was positive.

Councilmember Bill Neal made a motion to approve RESOLUTION NO. 30, SERIES 2019, A Resolution Approving the Construction of the Old Town Temporary Interim Parking. Councilmember Lisa Laake seconded the motion. CARRIED unanimously.

c) RESOLUTION NO. 31, SERIES 2019, A Resolution Approving The Fisher Subdivision Preliminary Plat

- Mr. Koelbel spoke to Council about the proposed resolution.
- Mr. Mark spoke to Council about the details for the subdivision and future annexation.
- Kristin Turner spoke about the adjustments made between the sketch plan and the proposed preliminary plat.
- Mr. Mark also spoke about traffic studies performed that will include County Road 5 improvements.
- Councilmember Neal asked about draining issues and Mr., Mark spoke about some impacts to the entire property but that it didn't impact this particular portion of the property.
- Mayor Pro Tem explained to newer Councilmembers some of the history and the support of surrounding property owners.

Councilmember Lisa Laake made a motion to approve RESOLUTION NO. 31, SERIES 2019, A Resolution Approving The Fisher Subdivision Preliminary Plat. Councilmember Bill Neal seconded the motion. CARRIED unanimously.

Councilmember Collins spoke about the proposed oil and gas set-backs and asked is the ordinance included administrative waiver procedures.

7 ADJOURNMENT 6:22 P.M.
Mayor

Town Clerk
DESCRIPTION
Manager's Report

SUMMARY
- Although our offices will be closed while we move into the new Town Center, the Town Council will hold its last meeting in the Town Administration Building at 4800 Goodman on June 11, 2019.
- The Town BBQ is expected to be a great success on June 7. We anticipate approximately 1,500 people and I will provide a Town Council update at the June 11 meeting.
- The summer brings the Timnath Summer Concert Series in the Community Park, all at 6:30 pm. Those dates are:
  - June 20th
  - July 18th
  - August 15th
Resolution Approving Professional Services Agreement with Connell Resources for the 2019 Road Overlay Program

DESCRIPTION
Resolution Approving Professional Services Agreement with Connell Resources for the 2019 Road Overlay Program

SUMMARY
Provide a 2-inch asphalt overlay of the portion of County Road 3f that lies within the town being generally from the intersection of Stone Fly Road on the north to a point 1,300 feet south. Connell Resources is on the town’s Select Bidders List. The bid price (contract value) is $48,084.00

RECOMMENDATION
Staff recommends approval of the proposed resolution/ordinance.

KEY POINTS
Overlaying this chip sealed roadway with 2 inches of asphalt will save the Town from patching it each year, re-chip sealing every 3 to 5 years, and provide a safer and more reliable roadway surface.

ADVANTAGES
Annual maintenance costs for this roadway will drastically reduce and the drivability will drastically improve.

DISADVANTAGES
None.
FINANCIAL IMPLICATIONS
Expense is a budgeted item.

RECOMMENDED MOTION
I move to approve this resolution approving the Standard Services Agreement with Connell Resources for the 2019 Road Overlay Program

ATTACHMENTS
1. Resolution
2. Town Council Purchase Authorization
3. Agreement
A RESOLUTION APPROVING STANDARD SERVICES AGREEMENT WITH CONNELL RESOURCES

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, attached hereto as Exhibit A is the Professional Services Agreement between the Town of Timnath and Connell Resources (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

______________________________
Aaron Pearson, Mayor Pro Tem

ATTEST:

______________________________
Milissa Peters, Town Clerk
Town Council Purchase Authorization

Date: June 11, 2019
Vendor: Connell Resources
Department: Public Works
Project: 2019 Road Overlay Program
Description: 2" asphalt overlay of the portion of County Road 3f that lies within the town being generally from the intersection of Stone Fly Rd. on the north to a point 1,300 feet south

Is this purchase more than $25,000  

X Yes  
No

Is this the purchase of Real Estate or Land  

Yes  
X No

Is this the purchase of Public Art  

Yes  
X No

Is this a budget request for a purchase that will exceed the approved budget  

Yes  
X No

Advantages: Annual maintenance costs will reduce while providing a safer and more drivable roadway

Disadvantages: None

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<th>Current Balance</th>
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Financial Impact: Expenditure is within the annual budget for Road Maintenance

Recommendation/Justification: Recommend approval

[Signatures and dates]

Requesting Department Signature  
Date: 5/4/19

Town manager Signature  
Date: 6/5/19
STANDARD SERVICES AGREEMENT
BETWEEN
THE TOWN OF TIMNATH
AND CONNELL RESOURCES

For the 2019 Road Overlay Program

This Standard Services Agreement, hereinafter "Agreement", is made by and between the Town of Timnath, hereinafter the "Town", and the undersigned contractor, hereinafter the "Contractor", and both collectively referred to from time to time herein as the "Parties".

WHEREAS, the Town desires to retain Contractor for the services as described herein; and

WHEREAS, the Contractor desires to be retained by the Town for the services as described herein.

NOW, THEREFORE, in consideration of the agreements and covenants contained herein, the Parties hereto agree as follows:

1. BASIC TERMS:

   A. Name, Address, and Phone Number of the Parties.
      a. Town: Town of Timnath
         4800 Goodman Street
         Timnath, Colorado  80547
         Phone: 970-224-3211

      b. Contractor: Connell Resources
         7785 Highland Meadows Parkway #100
         Fort Collins, CO 80528
         Phone: 970-223-3151

   B. Scope of Services. The scope of services shall be: Providing a 2” asphalt overlay of the portion of County Road 3f that lies within the town being generally from the intersection of Stone Fly Rd. on the north to a point 1,300 feet south as is further detailed in ATTACHMENT A to this Agreement.

   C. Compensation. The services set forth in this Agreement shall be completed for an amount not to exceed $48,084.00. Not later than the tenth (10th) of each month, Contractor shall submit an invoice to the Town for the prior month’s services.

   D. Term. The term commences on the Commencement Date and terminates on the Termination Date as hereinafter defined.

   E. Commencement Date. The "Commencement Date" is June 12, 2019 and is when the services described in this Agreement are to commence.
F. Termination Date. The "Termination Date" of this Agreement is **July 12, 2019**.

G. Approval by the Town Council. This Agreement __X__ is ____ is **not** (check one) contingent upon and subject to approval by the Town Council. If this Agreement is contingent upon and is subject to approval by the Town Council and such approval is granted after the Commencement Date, the Commencement Date shall be extended until such approval is received and the Termination Date shall be extended to reflect the Term of this Agreement.

H. Termination. Either Party may terminate this Agreement upon **thirty (30) days** written notice to the other.

I. Warrantee. Contractor shall warrant all material and workmanship to be free from defect for a period of one (1) full year from the date of Final Payment.

2. CONTRACTOR NOT EMPLOYEE. Contractor is an independent contractor and not an employee, partner or agent of the Town.

   As an Independent Contractor you are not entitled to workers' compensation benefits and that as an Independent Contractor you are obligated to pay federal and state income tax on any moneys earned pursuant to our contract relationship.

   The Contractor shall, at all times, be an independent contractor. The Contractor shall have exclusive domain and control over the activities of its employees, if any, and under no circumstances shall Independent Contractor or Independent Contractor's employees be considered employees or agents of the Town.

3. INDEMNIFICATION. Contractor shall defend, release, indemnify and save and hold harmless the Town, its officers, agents and employees from and against: (1) any and all damages, including but not limited to, loss of use of property or injuries to or death of any person or persons (including but not limited to property and officers, agents and employees of the Town) and (2) any and all claims, demands, suits, actions, liabilities, costs, expenses (including but not limited to reasonable attorney fees, expert witness fees and all associated defense fees), causes of action, or other legal, equitable or administrative proceedings of any kind or nature whatsoever, of or by anyone whomsoever, regardless of the legal theory(ies) upon which premised, including but not limited to contract, tort, express and/or implied warranty, strict liability, and workers' compensation, in any way resulting from, connected with, or arising out of, directly or indirectly, the tortious or negligent actions or omissions of Contractor in connection with Contractor's operations or performance herewith or Contractor's use or occupancy of real or personal property hereunder, including tortious or negligent acts or omissions of employees, agents, or representatives of Contractor; provided however, that Contractor need not indemnify the Town or its officers, agents and employees from damages proximately caused by and apportioned to the negligence of the Town's officers, agents and employees.

   This indemnity shall also extend to the Town's defense costs, in the event that the Town, in its sole discretion elects to provide its own defense. The Town retains the right to disapprove counsel, if any, selected by Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised.

   Insurance coverage requirements specified herein shall in no way lessen or limit the liability of
Contractor under the terms of this indemnification obligation. Contractor shall obtain, at its own expense, any additional insurance that Contractor deems necessary for the Town’s protection in the performance of this Agreement.

This defense and indemnification obligation shall survive the expiration or termination of this Agreement. The Parties acknowledge that provisions of this Section are not intended to waive any of the rights and defenses afforded the Town under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101, et. seq.).

4. CONTRACTOR LICENSE, EXPERTISE AND INSURANCE. Town has selected Contractor because of Contractor’s special training, education and expertise to provide the services identified herein. Contractor shall maintain general liability insurance, at its expense, in an amount of at least $1,000,000.00 and insurance for protection from claims under workers’ compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

Any such insurance shall name the Town of Timnath as an additional insured. The Contractor shall deliver to the Town at the time of entering into this contract copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to the Town. No policy shall be cancelable or subject to reduction of coverage except after twenty (20) days prior written notice to the Town. All such policies shall be written as primary policies not contributing with and not in excess of coverage which the Town may carry.

The work performed by Contractor under this Agreement shall be consistent with the highest professional standards of the Denver Metropolitan and Colorado Front Range areas. Contractor shall maintain such licenses as may be necessary to provide the services set forth in this Agreement.

5. DOCUMENTS. All documents prepared or furnished by Contractor (and independent professional associates and sub-contractors’) pursuant to this Agreement shall be the property of the Town. In addition, the Town shall have access to Contractor’s financial records for the purposes of audit. Such records shall be complete and available for audit for ninety (90) days after final payment under this Agreement and shall be retained and available for audit purposes for at least five (5) years after final payment hereunder.

6. TABOR. Colorado Constitution, Article X, Section 20. Notwithstanding other provisions in this Agreement to the contrary, the Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (“TABOR”).

a. The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.

b. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town’s current fiscal period ending upon the next succeeding December 31.
c. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the Town and other applicable law.

d. Notwithstanding any other provision of this Agreement concerning termination, upon the Town’s failure to appropriate such funds, the Agreement shall automatically terminate.

7. CONFIDENTIALITY. The Parties agree that Contractor will, in the course of its duties hereunder, receive information concerning the Town, its employees, elected and appointed officials, property, equipment and functions. Contractor agrees to hold all such information confidential and to not disclose the same other than to the extent required to perform its duties, or upon a proper request from an authorized Town official, or pursuant to a proper request under the Colorado Open Records Act, C. R. S. § 24-72-101, et. seq., to which the authorized Town official has confirmed it is appropriate for Contractor to respond or pursuant to a lawful court order. The requirements of this Section shall survive the termination of this Agreement.

8. ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES. "E-verify program" as used herein means the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program. "Department" as used herein means the department of labor and employment. "Department program" as used herein means the employment verification program established pursuant to C.R.S. § 8-17.5-102(5)(c).

(1) The undersigned on behalf of the Contractor certifies that, at the time of this certification and the execution of this Agreement, the Contractor does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program, pursuant C.R.S. § 8-17.5.101 or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(2)(a) The Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Agreement for services; or

(II) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

(b) In addition:

(I) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) The Contractor is prohibited from using either the e-verify program or the
department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed;

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) The Contractor shall comply with any reasonable request by the Department of Labor and Employment (Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5.102(5).

(3) If the Contractor breaches this Section 8, the Town may terminate this Agreement for breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

(4) The Contractor shall, within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The Contractor shall provide a written, notarized copy of the affirmation to the Town.

(5) If the Contractor has not accepted into the department program prior to entering into this Agreement, the Contractor shall apply to participate in the Program every three (3) months until the Contractor is accepted or the contract has been completed, whichever is earlier. This provision shall not be required or effective if the department program is discontinued.

9. MISCELLANEOUS.

A. Severability/Governing Law. This Agreement is to be governed and construed according to the laws of the State of Colorado with venue of any litigation to be in Larimer County. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect. It is the intention of the Parties hereto that if any provision of this Agreement is capable of two constructions, one of which would render the provision valid, then the
provision shall have the meaning which renders it valid.

B. **Entire Agreement.** It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the Parties hereto or displayed by Town to Contractor with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Agreement. This Agreement is and shall be considered to be the only agreement between the Parties hereto and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included herein. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

C. **Waiver and Modification.** The waiver by Town of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of services hereunder by Town shall not be deemed to be a waiver of any preceding breach by Contractor of any term, covenant or condition of this Agreement. No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. If this Agreement is contingent upon approval by the Town Council, it is expressly agreed that, expect as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without formal approval of the Town Council.

D. **Headings.** The headings and titles in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

E. **Time.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

F. **Corporate Authority.** If Contractor is a corporation, an LLC, an LLP, a limited partnership, a general partnership, an LLLP, or other non-natural entity, each individual executing this Agreement on behalf of said entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of said entity, in accordance with a duly adopted resolution of the board of directors, partners, or members of said entity or in accordance with the governing documents of said entity, and that this Agreement is binding upon said entity in accordance with its terms.

G. **Notices.** Any notice or other communication given by any of the Parties hereto to another relating to this Agreement shall be in writing and shall be deemed to have been duly given:

   a. On the date and at the time of delivery if delivered personally to the party to whom notice is given at the address specified in Section 1, above;

   b. On the date of delivery or attempted delivery shown on the return receipt if mailed to the party to whom notice is to be given by first class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed as specified in Section 1, above; or
c. Within **twenty-four (24) hours** after deposit with a nationally recognized overnight courier or messenger service, properly addressed as specified in **Section 1**, above.

Either party may change such address by **fifteen (15) days** written notice to the other provided, however, the Parties may not designate more than one place and address to receive notices as provided in this Agreement.

**H. NON-ASSIGNMENT.** This Agreement is an agreement for services by which Contractor was selected for Contractor’s special expertise. This Agreement may not be assigned by either Party.

**I. LAWFUL PRESENCE AFFIDAVIT.** If a natural person, the undersigned shall complete the attached Lawful Presence Affidavit, **ATTACHMENT B**.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement as of the _______ day of ___________________, 2019.

**TOWN OF TIMNATH**

By: _______________________________

Jill Grossman-Belisle

Title: Town Mayor

**CONTRACTOR:**

Connell Resources

By: _______________________________

Title: _______________________________
STATE OF COLORADO
) ss.
COUNTY OF LARIMER
)

The foregoing **Standard Services Agreement** was acknowledged before me this ____ day of ________________, 2019 by Jill Grossman-Belisle as the **Mayor** of the **Town of Timnath**.

Witness my hand and official seal.

My commission expires: __________________

___________________________
Notary Public

___________________________
Address

STATE OF COLORADO
) ss.
COUNTY OF __________
)

The foregoing **Standard Services Agreement** was acknowledged before me this ____ day of ________________, 2019 by __________________________ as the __________________________________ of **Contractor**.

Witness my hand and official seal.

My commission expires: __________________

___________________________
Notary Public

___________________________
Address
ATTACHMENT A
(Scope of Services)
Connell Resources, Inc.
7786 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191

Estimator: Shane Westlund

QOUTATION

Date: 5/23/2019

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<td>Contact:</td>
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<td>Phone:</td>
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<td>TST, Inc.</td>
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Total Price for above Option #1 - CR 3F 2'' Overlay During RAB Full Closure Items: **$42,996.00**

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<td>$1,080.00</td>
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<td>Traffic Control - 1 Day Full Closure Of CR 3F</td>
<td>1.00</td>
<td>DY</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
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Total Price for above Option #2 - CR 3F 2'' Overlay Outside Of RAB Construction Items: **$48,084.00**

Notes:
- Pricing is based upon the request of the Town of Timnath to complete a 2'' overlay of CR 3F from the north side of the intersection of Stonelley and CR 3F to the south edge of the Town of Timnath limits (middle of asphalt patch completed for the Rendezvous underdrain installation). Scope of work includes clearing off an additional 1' from the edge of existing asphalt pavement, cleaning the existing surface, milling the end joints into the existing surface 2'' depth, placement of 2'' of Grading SX PG 64-22 asphalt mix and placement of double yellow center line and 4'' white edge line. A preliminary plan has been provided. Final invoicing will be based on final tons placed.

Connell Resources, Inc has provided two options for completing this overlay:

Option #1 - Complete this overlay during the two week closure for the completion of the Signal Tree/ Stonelley Roundabout Construction. We are currently scheduled to have this section of roadway closed from 06-03-19 through 06-17-19.

Option #2 - Complete this overlay outside of the construction of the Roundabout full closure.

- The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year for workmanship; Street cleaning for work performed by others; Permits & Fees; Snowdressing; Erosion control devices; third party quality control or acceptance testing; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation.
- Pavement drainage less than 1.5% designed or obtainable fall will not be guaranteed.
- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is anticipated ____________.
- Frost removal or winter protection is not included. If requested, it will be billed either on a time and material basis or a lump sum amount that is mutually agreed upon.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment.
- Add 1% to include performance and payment bond.

5/23/2019 2:21:45 PM
CONDITIONS AND AGREEMENTS

1. WITHDRAWAL OF QUOTATION: This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.

2. PERFORMANCE: Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell’s control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell’s control.

3. SPONSOR’S RESPONSIBILITIES: This quotation does not include any charges for topping fees unless noted. Sponsor to furnish all excavation and adequate working rights of way.

4. SOIL MECHANICS AND UNDERGROUND CONDITIONS: During excavation, if material is encountered that is 1/2" to 3" of clay, silt, or small gravel, additional compensation may be necessary if blasting or other approved method becomes necessary; this work will be done at an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unsuitable strata or conditions are encountered, these conditions shall be the criteria for charge order negotiations between Sponsor and Connell.

5. DESIGN AND ENGINEERING SERVICES: Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing or retaining qualified professionals to perform all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor’s agents or third parties.

6. EXTRA WORK: Upon written notice from Connell to the sponsor, sponsor’s agent or employer that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written notification for the extra work, then Connell may do so on an absolute discretion executed with extra work if Connell considers it necessary. As compensation for extra work, the sponsor shall pay Connell on a time and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7. QUANTITY DETERMINATION AND BILLING: For any unit price quoted, the quantities shall be verified by on-site measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump sum quotation.

8. PAYMENT TERMS: The sponsor agrees to pay Connell for full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payments shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1/2% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is AN ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell’s right to full and immediate payment.

9. DEFAULT: If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney’s fees) incurred by Connell as a result of the default.

10. WARRANTIES: All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND WAIVED BY BUYER.

11. SOIL STERILIZATION: If soil sterilization is applied it is done as an effort to retard weed growth but no guarantee is expressed or implied that it will be effective.

12. ASPHALT PRICE ADJUSTMENTS: In the event of national or regional shortages of crude oil or other factors beyond Connell’s control, Connell’s suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell’s current paving season, the price may be increased by Connell to reflect price increases in the following paving season. The normal paving season extends from April to November 15, depending on weather conditions.

13. AUTHORITY TO PERFORM WORK: The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the sponsor is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14. INDEMNIFICATION/LIABILITY LIMITATION: Connell shall not be responsible for sponsor’s acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor’s agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

15. BINDING EFFECT: This Agreement shall bind upon and inure to the benefit of the parties, their respective successors and assigns.

16. HAZARDOUS MATERIALS: In the event Connell encounters on the job-site hazardous chemicals, wastes, or materials as defined by any federal, state, or local authority (referred to as “Hazardous Materials”) which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell’s sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell’s work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell’s time for performance under this Agreement a like amount of the time.

---

**ACCEPTED:**
The above prices, specifications and conditions are satisfactory and hereby accepted.

**CONFIRMED:**
Connell Resources, Inc.

**Authorized Signature:**

**Date of Acceptance:**

**Estimator:**
Shane Westlind
970-223-3151 swestlind@connellresources.com
ATTACHMENT B
LAWFUL PRESENCE AFFIDAVIT

If you are the sole proprietor (not Inc. or LLC) of your business, you must now comply with the requirements of House Bill 065-1023. If you have not done so in a previous year, you must:

Complete the Lawful Presence Affidavit below.
Sign the Affidavit before a Notary Public (A notary is available at Town Hall)
Return the Affidavit with your signed contract, application or renewal.
Enclose a copy of the identification presented to the Notary (e.g. driver’s license)

(This form should only be filled out by applicants who are applying as a sole proprietor)

I, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen; or  
_____ I am a legal Permanent Resident of the United States; or
_____ I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a license or permit or am contracting with the Town, which falls under the definition of a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature __________________________ Date ______________

STATE OF COLORADO )
)ss
COUNTY OF __________)

SUBSCRIBED and sworn to before me, the undersigned Notary Public, this ____ day of ____________________, 20____, by ________________________________ who presented _____________________________________________________ as identification.

          (Document Provided and Document Number)

Notary Public ________________________________

My Commission Expires: ____________________

Per HB 065-1023, you must provide a copy of one of the following IDs with this Affidavit.

Colorado Driver’s License       Colorado ID card
Military IDs                   Coast Guard mariner document
Native American tribal document

6/4/19:CONNELL 2019 OVERLAY AGREEMENT.DOCX
DESCRIPTION
A Resolution Approving the Construction of the Timnath Main Street Project

SUMMARY
The Timnath Main Street widening is ready to move to construction. This resolution approves funding for various contracts related to the construction phase. The project is located south of the railroad to the existing traffic circle. This is the final phase of the Old Town Improvements Project, and includes widening of the existing street asphalt and adding curb, gutter, and sidewalk.

RECOMMENDATION
Staff recommends approval of the proposed resolution/ordinance.

KEY POINTS
- 2019 CIP Project, with a CIP budget of $1.35 million.

Items currently being finalized:
- **Construction Contract**: 3 bids were received for the project. Coyote Ridge ($679,750.00), Scott Contracting ($533,116.85) and Connell Resources ($418,301.25). We are recommending awarding the construction to Connell Resources based on a bid of $418,301.25.
- **Geotech testing services**: Proposal is being requested from Earth Engineering Consultants. Estimated for construction is $15,000.
- **Construction Observation/Administration**: Provided by TST. Estimate for construction phase is $40,000 (already authorized as part of TST Services).
- **Construction of Landings Utilities**: The installation of the Landings utilities (water & sewer) is estimated to be approximately $242,000. This will be added to
the Main Street Project if it is approved in time. These are 100% reimbursable by Landings to the Town.

ADVANTAGES
- Completes the last phase of the Old Town Improvements Project.

DISADVANTAGES
- Temporary Resident and Business inconvenience until the end of August.

FINANCIAL IMPlications
Expense is a budgeted item.

RECOMMENDED MOTION
I move to approve this resolution approving the construction phase for the Timanth Main Street project.

ATTACHMENTS
1. Resolution
2. Town Council Purchase Authorization
3. Connell Bid
4. Project Area
A RESOLUTION APPROVING THE CONSTRUCTION PHASE
OF TIMNATH MAIN STREET PROJECT

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town has included this project in its 2019 Capital Improvement Projects; and

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with construction;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The required agreements and expenditure of funds up to $675,301.25 is hereby approved for the construction of the Timnath Main Street project. The Town Manager is hereby authorized to enter into said agreements. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.


TOWN OF TIMNATH, COLORADO

__________________________________
Aaron Pearson, Mayor Pro Tem

ATTEST:

__________________________________
Milissa Peters-Garcia, CMC
Town Clerk
Town of Timnath
4800 Goodman Street
Timnath, CO 80547
(970) 224-3211

Town Council Purchase Authorization

Date: June 11, 2019
Vendor: Various
Department: Engineering
Project: Timnath Main Street
Description: For the construction of the widening of Main Street (CR 5) south of the Railroad ROW for approximately 1,630 feet, and include curb, gutter, and sidewalk.

Is this purchase more than $25,000  X Yes  No
Is this the purchase of Real Estate or Land  Yes  X No
Is this the purchase of Public Art  Yes  X No
Is this a budget request for a purchase that will exceed the approved budget  Yes  X No

Advantages: Completes the Old Town Improvements Project.

Disadvantages: None

<table>
<thead>
<tr>
<th>Description</th>
<th>Approved Budget</th>
<th>Current Balance</th>
<th>Additional Budget Requested</th>
<th>Requested</th>
<th>Budget Remaining</th>
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<td>$0</td>
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<td>$663,844.36</td>
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Financial Impact: This is a 2019 CIP project. The Bid-Opening for the street work was held on May 30, 2019 and received 3 bids. The street work will be awarded following the approval of this purchase authorization. Additional utilities associated with "Landings" to the east is pending and may be included in the Timnath Main Street project.

Recommendation/Justification: Recommend approval.

[Signature]  6/5/19
Requesting Department Signature

[Signature]  6/5/19
Town/Manager Signature
# BID SCHEDULE - ADDENDUM #1 05/17/2019

BF-3

TST. INC. CONSULTING ENGINEERS

**Client:** Town of Timnath

**Project:** Timnath Old Town Improvement Phase 2 - South

**Date:** April 25, 2019

**Project No.:** 0879.0626.00

**By:** MAT

---

**BID TABULATION**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Cost</th>
<th>Total</th>
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<td></td>
</tr>
<tr>
<td>I. ADMINISTRATIVE &amp; MISCELLANEOUS</td>
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<td>$4,212.00</td>
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<td>H.R.</td>
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<td>D.Y.</td>
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**TOTAL CONSTRUCTION COST**

**WRITE AMOUNT:**

$418,301.25

*Four Hundred Eighteen Thousand Three Hundred One Dollars and Twenty Five Cents*