

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 3, SERIES 2026**

**A RESOLUTION APPROVING THE INDEPENDENT CONTRACTOR AGREEMENTS
WITH HOUSKA AUTOMOTIVE, JAY'S AUTOMOTIVE, AND REV OUTFITTERS
FOR ON-CALL VEHICLE MAINTENANCE AND LIGHT REPAIR SERVICES**

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 are the Independent Contractor Agreements and supporting documents; 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.

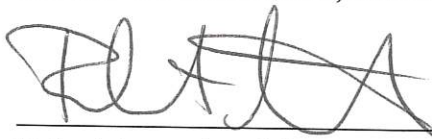
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval

The Resolution is hereby approved, authorized, and ratified for on-call vehicle maintenance and light repair services. The required agreements may be finalized by the Town Manager, in consultation with the Public Works Director, Parks and Recreation Director, Police Chief, Legal Counsel, and other applicable staff or consultants. Any actions taken prior to the execution of this Resolution, that are within the authority conferred hereby, are ratified, confirmed, and approved by the Town Council.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 13, 2026.

TOWN OF TIMNATH, COLORADO



Robert Axmacher, Mayor

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk



**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
(Town Vehicle Maintenance and Light Repair Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 13th day of January, 2026 (the "Effective Date"), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the "Town"), and _____ (the "Contractor"), a Colorado _____, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the "Scope"): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2026, unless earlier terminated pursuant to Section 17, *Termination*. Following expiration, this Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1 of the next year, unless either Party provides written notice of non-renewal at least thirty (30) days before the renewal date.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. REPAIRS, CLAIMS AND SAFETY.

a. Repairs. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment.

b. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

c. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

- i. An itemized statement of the Scope performed.
- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker's Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR'S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal

identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Personal Identifying Information. During the performance of this Agreement, the Town or its residents/customers may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3). In compliance with C.R.S. § 24-73-102, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all

permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants (“Town Indemnitees”) from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor’s or its subcontractors’, officers’, agents’, or employees’ errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town’s or other Town Indemnitees’ negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers’ compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. The Contractor shall indemnify, defend, and hold harmless the Town Indemnitees from any claims or liens for labor or materials used in performing the Contractor’s Scope, including related costs, damages, and reasonable attorney’s fees. Upon written demand, the Contractor must promptly remove any lien or legal action affecting the Town’s property. If the Contractor fails to do so, the Town may take action to remove or dismiss it, with all associated costs and legal fees immediately payable by the Contractor or deducted from any amounts owed under this Agreement.

c. This indemnity coverage shall also cover 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 the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. This 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 CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Town Manager
4750 Signal Tree Drive
Timnath, Colorado 80547
aadams@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: _____
Attn: _____
(Address)
(Phone)
(Email)

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

- b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.
- c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.
- e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.
- f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.
- h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.
- i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.
- j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.
- k. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.
- l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.
- m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.
- n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*
- o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- p. Warranty. The Contractor guarantees that all workmanship, materials, and equipment furnished, installed, or performed for the Scope will be new and of good quality, unless otherwise required or permitted by this Agreement. The Contractor warrants that work will conform to all requirements of this

Agreement, and all other applicable laws, ordinances, codes, rules and regulations having jurisdiction over the work. All completed work is subject to the Town’s satisfaction and acceptance. Payments for completed work will not constitute final acceptance or relieve the Contractor of its obligation to correct defects. The warranties set forth in this Agreement are in addition to any others prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado

Aaron Adams
Town Manager

ATTEST:

Milissa Peters-Garcia, MMC and CMC
Town Clerk

CONTRACTOR:

(Name)
(Title)

Signature Page to Independent Contractor Agreement for Professional Services (Town Vehicle Maintenance and Light Repair Services) with the Town of Timnath and _____, dated January 13, 2025

EXHIBIT A

SCOPE OF SERVICES

The Contractor’s proposal is incorporated as part of the Scope of Services and Pricing.

Service shall include furnishing all labor, tools, equipment, materials and appurtenances, vehicles, and personnel necessary to provide the services as described in the contract documents.

Background Information: Town of Timnath was incorporated on July 6, 1920, and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

Town Vehicle Maintenance and Light Repair Services Overview: This Town Vehicle Maintenance and Light Repair Services agreement shall be awarded to one or more qualified companies that meets all requirements outlined by the Town. The Contractor does not need to offer all requested services below to be considered. This agreement shall be a multi-year contract.

The Town Vehicle Maintenance and Light Repair Services shall include the following components and services at a minimum:

- Vehicles:** Below is a list of vehicles to be serviced. The Town reserves the right to add or remove vehicles from this list as fleet changes are made. Although fleet vehicles are currently gasoline vehicles, Contractor must have competency in maintaining and repairing diesel vehicles (e.g. pickup trucks) as well.

Year	Make	Model	Department	Year	Make	Model	Department
2025	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 2500	Parks & Rec
2023	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 3500	Parks & Rec
2023	Ford	F150	Public Safety				
2022	Chevy	Tahoe	Public Safety	2025	Jeep	Grand Cherokee	Public Works
2022	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Public Works
2022	Chevy	Tahoe	Public Safety	2021	Dodge	Ram 5500	Public Works
2022	Chevy	Tahoe	Public Safety	2018	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2017	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety				
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety				

2020	Chevy	Tahoe	Public Safety
2020	Chevy	Tahoe	Public Safety
2020	Chevy	Tahoe	Public Safety
2019	Chevy	Tahoe	Public Safety
2018	Chevy	Tahoe	Public Safety
2017	Ford	Interceptor	Public Safety
2016	Ford	Explorer	Public Safety
2016	Ford	Explorer	Public Safety
2014	Ford	Explorer	Public Safety
2023	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2020	Chevy	Silverado	Public Safety

2. **Frequency:** The Town will request Town Vehicle Maintenance and Light Repair Services on an as-needed basis. The service schedule may be based on mileage and/or a set period of time
3. **Service Type Requirements:** Examples of Town Vehicle Maintenance and Light Repair Services may include but are not limited to the following:
 - Regular Oil Change (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (up to 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (Over 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Transmission Flushes
 - Coolant Flush
 - Fuel Induction Service
 - Differential Service
 - O2 Sensors
 - Timing Chain
 - Water Pump
 - Fan Belt
 - Tune Up (wires, plugs)
 - Fuel Rail
 - Air Filter, Cabin Air Filter
 - Mass Air Flow Sensor
 - ABS Module
 - Radiator Replacement
 - Tire Pressure Sensors (sensor replacements and check pressure levels of all tires (including spare), filling with air to the manufacturers' recommended PSI level)
 - Mount/Balance/Install Tires
 - Alignment 4 Wheel
 - Tire Rotation
 - Front Control Arm

- Shocks and Struts
 - Battery Replacement (check battery cables and posts for loose/corroded connections and tighten loose battery cable and clean connection)
 - Bulbs Headlight, Taillights, Blinkers
 - Windshield Wipers
 - Brakes
 - Rotors
 - Brake Fluid Flush
 - AC Fan motor
 - AC Flush
 - Alternator
 - Belt Tensioner
 - Coolant Fan
 - 100,000-Mile Service
 - Emissions Testing
 - Motor Mounts / Transmission Mounts
 - Fluid Checks and Replenishments (including but not be limited to: brake, power steering, radiator, automatic transmission, front/rear axle oil, transfer case (if applicable) battery water level, antifreeze, and windshield washer fluid)
4. **Completion of Services:** Upon completion of services, the Contractor shall provide the Town with a detailed/itemized description of the work performed, on paper or electronically, for maintenance record keeping.
 5. **Pricing:** Unit pricing, or a unit price range, will be provided by the Contractor annually for their available services. The Contractor does not need to offer all requested services above to be considered. Pricing should be calculated based on the year, make, and model of the vehicles provided by the Town. Pricing for supplies/parts not included in the offered services will be provided by the Contractor at time of service.
 6. **Service Time Requirements:** As a critical factor to public safety, emergency response vehicles, and Town fleet vehicles require expedited turn-around times. Below are the times in which certain types of services must be completed:
 - Oil changes in forty-five (45) minutes or less
 - Tires installed, balanced and/or aligned in forty-five (45) minutes or less
 - All lights checked on every service call (except light bar/emergency lights) and repaired.
 - Transmission flush completed in forty-five (45) minutes or less
 - All other services “as soon as possible”
 7. **Standards.** All services shall be performed in accordance with the best industry practices and all parts installed must be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice must clearly state this fact and prior approval. Vendor upon request shall return or provide the opportunity for inspection of all replaced parts. Upon completion of services, Contractor shall ensure vehicles are in satisfactorily clean, leaving no dirt, debris, or waste in the vehicle that was not in the vehicle prior to repairs. Additionally, Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
 8. **Warranty.** The Contractor shall provide a twelve (12) month standard warranty on all repair and maintenance work. Contractor shall ensure all parts used for repairs are covered by the original manufacture warranty, excluding parts with a lifetime warranty. Materials, equipment, components or completed work not complying may be rejected by the Town representative, and shall be replaced by the Contractor at no additional cost to the Town.
 9. **Performance Issues.** Contractor shall be required to correct all performance issues reported by the Town within two (2) business days. If requested by the Town, the Contractor shall provide a written report detailing the performance issue(s) and resolution.

10. **Security.** The Contractor must provide security for the vehicles in such a manner and geographic location that will preclude their exposure to any security related incidents (i.e. theft, vandalism, conversion). In addition, at minimum, all vehicles must be stored in a lighted, enclosed area that will preclude exposure of Timnath Police Department vehicles to any security related incidents (i.e. theft, vandalism, burglary, conversion).
11. **Experience.** Contractor shall have relevant experience required for the performance of the Services as outlined in this Scope of Work. The minimum experience required is three (3) years. Contractor's personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience. All Contractor or Subcontractor personnel assigned to perform the services must be at least eighteen (18) years of age with a valid driver's license. In addition to experience required to perform the Services, Contractor must have experience working with police upfitted vehicles. While the upfitted technology will be maintained by a separate Town vendor, Contractor must be knowledgeable about the complexities of upfitted vehicles to ensure no damage occurs to the vehicles or technology during the course of service performance. Experience working with police upfitted vehicles must be included in the experience section of the proposal.
12. **Location.** Contractor(s) must be located within fifteen (15) road miles of Timnath Town Center or Timnath Police Department and have a location of suitable size and personnel to handle the repair and maintenance of the fleet vehicles without undue delay. Timnath Town Center is located at 4750 Signal Tree Drive, Timnath, CO 80547. Timnath Police Department is located at 5601 E Harmony Road, Timnath, CO 80547.

The Town does not intend to set a minimum or maximum number of services required. The Town Vehicle Maintenance and Light Repairs Services Contractor may identify a maximum number of services they are capable of managing in their proposal.

Please be advised that by entering into an agreement with the Town for the requested Scope of Services, the Town is in no way obligated to use only the selected Contractor for Vehicle Maintenance and Repair Services, and that the Town may, at the Town's discretion, use other organizations for Town Vehicles Maintenance and Light Repairs Services.

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
(Town Vehicle Maintenance and Light Repair Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “Agreement”), is entered into as of the 20th day of January, 2026 (the “Effective Date”), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the “Town”), and JAY’S AUTOMOTIVE LLC (the “Contractor”), a Colorado Limited Liability Company, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the “Scope”): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2026, unless earlier terminated pursuant to Section 17, *Termination*. Following expiration, this Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1 of the next year, unless either Party provides written notice of non-renewal at least thirty (30) days before the renewal date.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. REPAIRS, CLAIMS AND SAFETY.

a. Repairs. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment.

b. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

c. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

- i. An itemized statement of the Scope performed.
- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker's Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR'S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal

identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Personal Identifying Information. During the performance of this Agreement, the Town or its residents/customers may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3). In compliance with C.R.S. § 24-73-102, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all

permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants (“Town Indemnitees”) from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor’s or its subcontractors’, officers’, agents’, or employees’ errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town’s or other Town Indemnitees’ negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers’ compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. The Contractor shall indemnify, defend, and hold harmless the Town Indemnitees from any claims or liens for labor or materials used in performing the Contractor’s Scope, including related costs, damages, and reasonable attorney’s fees. Upon written demand, the Contractor must promptly remove any lien or legal action affecting the Town’s property. If the Contractor fails to do so, the Town may take action to remove or dismiss it, with all associated costs and legal fees immediately payable by the Contractor or deducted from any amounts owed under this Agreement.

c. This indemnity coverage shall also cover 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 the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. This 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 CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Town Manager
4750 Signal Tree Drive
Timnath, Colorado 80547
aadams@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: Jay's Automotive LLC
Attn: Amy Wood
105 7th St.
Eaton, CO 80615
970-454-3602
amy@jaysautollc.com

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

- b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.
- c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.
- e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.
- f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.
- h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.
- i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.
- j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.
- k. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.
- l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.
- m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.
- n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*
- o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- p. Warranty. The Contractor guarantees that all workmanship, materials, and equipment furnished, installed, or performed for the Scope will be new and of good quality, unless otherwise required or permitted by this Agreement. The Contractor warrants that work will conform to all requirements of this

Agreement, and all other applicable laws, ordinances, codes, rules and regulations having jurisdiction over the work. All completed work is subject to the Town's satisfaction and acceptance. Payments for completed work will not constitute final acceptance or relieve the Contractor of its obligation to correct defects. The warranties set forth in this Agreement are in addition to any others prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.


TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado


Aaron Adams (Jan 20, 2026 10:53:04 MST)

Aaron Adams
Town Manager

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk

CONTRACTOR:

Jay's Automotive LLC


Amy Wood (Jan 20, 2026 10:51:31 MST)

Amy Wood
Business Manager

Signature Page to Independent Contractor Agreement for Professional Services (Town Vehicle Maintenance and Light Repair Services) with the Town of Timnath and Jay's Automotive LLC, dated January 20, 2026

EXHIBIT A
SCOPE OF SERVICES

The attached Contractor’s proposal is incorporated as part of the Scope of Services and Pricing.

Service shall include furnishing all labor, tools, equipment, materials and appurtenances, vehicles, and personnel necessary to provide the services as described in the contract documents.

Background Information: Town of Timnath was incorporated on July 6, 1920, and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

Town Vehicle Maintenance and Light Repair Services Overview: This Town Vehicle Maintenance and Light Repair Services agreement shall be awarded to one or more qualified companies that meets all requirements outlined by the Town. The Contractor does not need to offer all requested services below to be considered. This agreement shall be a multi-year contract.

The Town Vehicle Maintenance and Light Repair Services shall include the following components and services at a minimum:

1. **Vehicles:** Below is a list of vehicles to be serviced. The Town reserves the right to add or remove vehicles from this list as fleet changes are made. Although fleet vehicles are currently gasoline vehicles, Contractor must have competency in maintaining and repairing diesel vehicles (e.g. pickup trucks) as well.

Year	Make	Model	Department	Year	Make	Model	Department
2025	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 2500	Parks & Rec
2023	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 3500	Parks & Rec
2023	Ford	F150	Public Safety				
2022	Chevy	Tahoe	Public Safety	2025	Jeep	Grand Cherokee	Public Works
2022	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Public Works
2022	Chevy	Tahoe	Public Safety	2021	Dodge	Ram 5500	Public Works
2022	Chevy	Tahoe	Public Safety	2018	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2017	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety				
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2019	Chevy	Tahoe	Public Safety				
2018	Chevy	Tahoe	Public Safety				
2017	Ford	Interceptor	Public Safety				
2016	Ford	Explorer	Public Safety				
2016	Ford	Explorer	Public Safety				

2014	Ford	Explorer	Public Safety
2023	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2020	Chevy	Silverado	Public Safety

2. **Frequency:** The Town will request Town Vehicle Maintenance and Light Repair Services on an as-needed basis. The service schedule may be based on mileage and/or a set period of time
3. **Service Type Requirements:** Examples of Town Vehicle Maintenance and Light Repair Services may include but are not limited to the following:

- Regular Oil Change (oil filter shall be a nationally recognized name brand or Town approved)
- Synthetic Oil Change (up to 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
- Synthetic Oil Change (Over 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
- Transmission Flushes
- Coolant Flush
- Fuel Induction Service
- Differential Service
- O2 Sensors
- Timing Chain
- Water Pump
- Fan Belt
- Tune Up (wires, plugs)
- Fuel Rail
- Air Filter, Cabin Air Filter
- Mass Air Flow Sensor
- ABS Module
- Radiator Replacement
- Tire Pressure Sensors (sensor replacements and check pressure levels of all tires (including spare), filling with air to the manufacturers' recommended PSI level)
- Mount/Balance/Install Tires
- Alignment 4 Wheel
- Tire Rotation
- Front Control Arm
- Shocks and Struts
- Battery Replacement (check battery cables and posts for loose/corroded connections and tighten loose battery cable and clean connection)
- Bulbs Headlight, Taillights, Blinkers
- Windshield Wipers
- Brakes
- Rotors
- Brake Fluid Flush
- AC Fan motor
- AC Flush
- Alternator
- Belt Tensioner
- Coolant Fan
- 100,000-Mile Service
- Emissions Testing

- Motor Mounts / Transmission Mounts
 - Fluid Checks and Replenishments (including but not be limited to: brake, power steering, radiator, automatic transmission, front/rear axle oil, transfer case (if applicable) battery water level, antifreeze, and windshield washer fluid)
4. **Completion of Services:** Upon completion of services, the Contractor shall provide the Town with a detailed/itemized description of the work performed, on paper or electronically, for maintenance record keeping.
 5. **Pricing:** Unit pricing, or a unit price range, will be provided by the Contractor annually for their available services. The Contractor does not need to offer all requested services above to be considered. Pricing should be calculated based on the year, make, and model of the vehicles provided by the Town. Pricing for supplies/parts not included in the offered services will be provided by the Contractor at time of service.
 6. **Service Time Requirements:** As a critical factor to public safety, emergency response vehicles, and Town fleet vehicles require expedited turn-around times. Below are the times in which certain types of services must be completed:
 - Oil changes in forty-five (45) minutes or less
 - Tires installed, balanced and/or aligned in forty-five (45) minutes or less
 - All lights checked on every service call (except light bar/emergency lights) and repaired.
 - Transmission flush completed in forty-five (45) minutes or less
 - All other services “as soon as possible”
 7. **Standards.** All services shall be performed in accordance with the best industry practices and all parts installed must be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice must clearly state this fact and prior approval. Vendor upon request shall return or provide the opportunity for inspection of all replaced parts. Upon completion of services, Contractor shall ensure vehicles are in satisfactorily clean, leaving no dirt, debris, or waste in the vehicle that was not in the vehicle prior to repairs. Additionally, Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
 8. **Warranty.** The Contractor shall provide a twelve (12) month standard warranty on all repair and maintenance work. Contractor shall ensure all parts used for repairs are covered by the original manufacture warranty, excluding parts with a lifetime warranty. Materials, equipment, components or completed work not complying may be rejected by the Town representative, and shall be replaced by the Contractor at no additional cost to the Town.
 9. **Performance Issues.** Contractor shall be required to correct all performance issues reported by the Town within two (2) business days. If requested by the Town, the Contractor shall provide a written report detailing the performance issue(s) and resolution.
 10. **Security.** The Contractor must provide security for the vehicles in such a manner and geographic location that will preclude their exposure to any security related incidents (i.e. theft, vandalism, conversion). In addition, at minimum, all vehicles must be stored in a lighted, enclosed area that will preclude exposure of Timnath Police Department vehicles to any security related incidents (i.e. theft, vandalism, burglary, conversion).
 11. **Experience.** Contractor shall have relevant experience required for the performance of the Services as outlined in this Scope of Work. The minimum experience required is three (3) years. Contractor’s personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience. All Contractor or Subcontractor personnel assigned to perform the services must be at least eighteen (18) years of age with a valid driver’s license. In addition to experience required to perform the Services, Contractor must have experience working with police upfitted vehicles. While the upfitted technology will be maintained by a separate Town vendor, Contractor must be knowledgeable about the complexities of upfitted vehicles to ensure no damage occurs to the vehicles or technology during the course of service performance. Experience working with police upfitted vehicles must be included in the experience section of the proposal.

12. **Location.** Contractor(s) must be located within fifteen (15) road miles of Timnath Town Center or Timnath Police Department and have a location of suitable size and personnel to handle the repair and maintenance of the fleet vehicles without undue delay. Timnath Town Center is located at 4750 Signal Tree Drive, Timnath, CO 80547. Timnath Police Department is located at 5601 E Harmony Road, Timnath, CO 80547.

The Town does not intend to set a minimum or maximum number of services required. The Town Vehicle Maintenance and Light Repairs Services Contractor may identify a maximum number of services they are capable of managing in their proposal.

Please be advised that by entering into an agreement with the Town for the requested Scope of Services, the Town is in no way obligated to use only the selected Contractor for Vehicle Maintenance and Repair Services, and that the Town may, at the Town's discretion, use other organizations for Town Vehicles Maintenance and Light Repairs Services.

Municipal Bid Proposal

October 22, 2025

Town of Timnath
Timnath Procurement and Contract Specialist
Attn: Stephanie Mas
4750 Signal Tree Drive
Timnath, CO 80547

Subject: Proposal for Auto and Light Truck Maintenance and Repair Services

Jay's Automotive, LLC is pleased to submit this proposal to provide comprehensive maintenance and repair services for the Town of Timnath's fleet of automobiles and light trucks. Our team is committed to delivering reliable, cost-effective solutions with exceptional service standards.

Statement of Availability

Jay's Automotive, LLC is fully available and prepared to undertake the scope of services outlined in this proposal. Our team and resources are ready to begin work immediately upon contract award, ensuring timely and efficient service delivery.

About Us

Founded in 2008 by lifelong technician Jay Wood, Jay's Automotive, LLC has proudly served Northern Colorado with top-quality repairs and exceptional customer service. Our mission is to continually invest in our staff, facilities, and technology to provide reliable, cost-efficient fleet maintenance and repair services. We are guided by core values—Integrity, Commitment, Teamwork, and Reputation—ensuring every decision and action meets the highest standards. Our team consists of top qualified technicians who use the latest diagnostic equipment and have extensive experience across gas, diesel, domestic, and foreign light-duty vehicles.

Scope of Services

At Jay's Automotive, we are your one stop shop...from oil changes and maintenance, to diagnosis, to tires and alignments. Also, we offer vehicle pickup and delivery service for your convenience. In addition, we also work with a local towing company that is available upon request if towing assistance is needed. At Jay's Automotive, we do what's best for the customer and what's best for their car. Every decision we make is guided by honesty,

quality, and care to ensure lasting trust and dependable results. We provide a comprehensive multi-point safety inspection for every vehicle. We propose to provide:

- Preventive Maintenance: Oil changes, fluid checks, tire rotations, brake inspections.
- General Repairs: Engine diagnostics, brake systems, suspension, electrical repairs.
- Emergency Repairs: Quick turnaround for breakdowns.
- Record Keeping: Detailed service logs for compliance and audits.

Pricing

Hourly Labor Rate (During Business Hours): \$198.90

Hourly Labor Rate (After Business Hours): \$298.35

Diagnostic Fee: Billed at hourly rate

Regular Oil Change (up to 6 qts, standard filter): \$69.95

Synthetic Oil Change (up to 6 qts, standard filter): \$89.95

Synthetic Oil Change (Over 6 qts): \$10.00-\$20.00/qt

Full Transmission Fluid Service: \$475.00-\$815.00

Coolant Service: \$299.00-\$365.00

Fuel Induction Service: \$455.00-\$650.00

Differential Service: \$200.00-\$300.00

O2 Sensors: \$900.00-\$1400.00

Timing Chain: \$2200.00-\$7000.00

Water Pump: \$1900.00-\$2900.00

Fan Belt: \$250.00-\$450.00

Tune Up (wires, plugs): \$1300.00-\$2100.00

Fuel Rail: \$1500.00-\$4000.00

Air Filter: \$15.00-\$150.00

Cabin Air Filter: \$45.00-\$165.00

Mass Air Flow Sensor: \$650.00-\$800.00

ABS Module: \$1500.00-\$3500.00

Radiator Replacement: \$2000.00-\$3500.00

Tire Pressure Sensor: \$170.00

Mount/Balance/Install Tires (4): \$170.00

Alignment Check: \$99.45

Alignment: Starting at \$165.00

Tire Rotation: \$45.00

Front Control Arm (Upper & Lower): \$3500.00-\$4500.00

Shocks and struts: \$1200.00-\$4500.00

Battery Replacement: \$250.00-\$700.00

Bulbs Headlight: \$125.00-\$500.00

Bulbs Taillights: \$45.00-\$150.00

Bulbs Blinkers: \$45.00-\$150.00

Windshield Wipers: \$30.00-\$120.00

Brakes (Front and Rear): \$650.00-\$2000.00 per axle

Rotors: \$500.00-\$800.00 per axle

Brake Fluid Flush: \$250.00

AC Fan Motor: \$550.00-\$950.00

AC Flush: \$450.00

Alternator: \$850.00-\$1650.00

Belt Tensioner: \$400.00-\$700.00
Coolant Fan: \$900.00-\$2500.00
100,000 Mile Service: \$500.00-\$2000.00
Emissions Testing: \$160.00
Motor Mounts/Transmission Mounts: \$2200.00-\$4200.00
D.O.T. Inspection: \$198.90
Fluid Checks and Replenishments: Courtesy during multi-point safety inspection
 Brake
 Power Steering
 Radiator
 Automatic Transmission
 Front/Rear Axle Oil
 Transfer Case
 Battery Water Level
 Antifreeze
 Windshield Washer Fluid

Terms and Conditions

Payment Terms: Net 30
Warranty: 3 years / 36,000 miles on parts and labor (best in the industry)
Insurance: Fully insured with liability and workers' comp through Federated Insurance
(certificate attached)

Compliance

All work will be performed by top qualified technicians in compliance with municipal and state safety regulations.

Contact Information

Jay's Automotive, LLC
105 7th St., Eaton, CO 80615
Phone: (970) 454-3602
Email: service@jaysautollc.com

Service Manager: Rich
Accounting: accounting@jaysautollc.com
Owners:
Jay (970) 302-0206, jay@jaysautollc.com
Amy (970) 302-5610, amy@jaysautollc.com

References

Juan Romero, Director of Public Works for the Town of Eaton
(970) 397-4493

Chris Foy, Fleet Manager for Archrock
(970) 657-0869

Tony Naranjo, Fleet Manager for Naranjo Construction
(970) 590-9545



TOWN OF TIMNATH
REQUEST FOR PROPOSAL (RFP)
COVER PAGE

4750 SIGNAL TREE DR.
 TIMNATH, CO 80547
 (970) 224-3211
 (970) 224-3217 – FAX

Solicitation Number: RFP2500253
Date: October 22, 2025
Title: Town of Timnath Vehicle Maintenance and Light Repair Services
Proposal Deadline: Friday, November 14, 2025 at 12:00pm Mountain Time

Proposals must be submitted via [Rocky Mountain e-Purchasing System \(BidNet\)](#).

For additional information, questions, or documents, please contact Stephanie Mas, Procurement Specialist, via phone at 970-224-3211 Ext. 1410 or email at smas@timnathgov.com.

Documents included in this package:

- 1 Cover Sheet
- 2 Specifications
- 3 General Terms and Conditions
- 4 Special Terms and Conditions

List of Attachments:

- 1 Sample Contract
- 2 Pricing Sheet

The undersigned hereby affirms that:

- (1) The signer is a duly authorized agent of the Contractor;
- (2) The signer has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal;
- (3) The Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document;
- (4) The signer acknowledges and confirms the receipt of all Addenda issued for this Request for Proposal, including the following:
 - a. Addendum ___ Dated ___/___/___
 - b. Addendum ___ Dated ___/___/___
 - c. Addendum ___ Dated ___/___/___
 - d. Addendum ___ Dated ___/___/___
 - e. Addendum ___ Dated ___/___/___
 - f. Addendum ___ Dated ___/___/___
- (5) The Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town's Standard Independent Contractor Agreement (ICA), a sample copy of which is attached to this Solicitation.

CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Name of Company: Jay's Automotive, LLC
 Address: 105 7th St. City/State: Eaton, CO Zip: 80615

Primary Contact Name: Amy Wood or Rich Phone: (970) 454-3602
 Email: service@jaysautolc.com

Authorized Representative's Signature: [Signature] Title: Business Manager
 Printed Name: Amy S. Wood Phone: (970) 302-5610
 Email: amy@jaysautolc.com

Request for Taxpayer Identification Number and Certification

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

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

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Jay's Automotive, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 105 7th St.		Requester's name and address (optional)
6 City, state, and ZIP code Eaton, CO 80615		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number									
or									
Employer identification number									
3	6	-	4	7	1	6	5	9	2

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date	10/21/25
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER	
	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY		13935
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 13	REVISION NUMBER: 0
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

PLSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	9103898	12/07/2024	12/07/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS & COMPIOP ACC \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	9103898	12/07/2024	12/07/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6140135	12/07/2024	12/07/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1880859	12/07/2024	12/07/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$500,000 E.L DISEASE EA EMPLOYEE \$500,000 E.L DISEASE POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

CERTIFICATE HOLDER TOWN OF TIMNATH 4750 SIGNAL TREE DR TIMNATH, CO 80547-4907	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Jay's Automotive, LLC

is a

Limited Liability Company

formed or registered on 07/01/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091355166 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/16/2025 that have been posted, and by documents delivered to this office electronically through 10/22/2025 @ 12:06:23 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/22/2025 @ 12:06:23 in accordance with applicable law. This certificate is assigned Confirmation Number 17808565 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

Town Vehicle Maintenance ICA Jays











01.20.2026

Final Audit Report

2026-01-20

Created:	2026-01-20
By:	Stephanie Mas (smas@timnathgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAhar8NlkfF-m--oUQ0FgXboQCQAt2zQo3

"Town Vehicle Maintenance ICA Jays 01.20.2026" History

-  Document created by Stephanie Mas (smas@timnathgov.com)
2026-01-20 - 5:33:27 PM GMT
-  Document emailed to Amy Wood (amy@jaysautollc.com) for signature
2026-01-20 - 5:33:37 PM GMT
-  Email viewed by Amy Wood (amy@jaysautollc.com)
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-  Document emailed to Aaron Adams (aadams@timnathgov.com) for signature
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-  Email viewed by Aaron Adams (aadams@timnathgov.com)
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-  Document e-signed by Aaron Adams (aadams@timnathgov.com)
Signature Date: 2026-01-20 - 5:53:04 PM GMT - Time Source: server
-  Document emailed to Milissa Peters-Garcia (mpeters@timnathgov.com) for signature
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-  Email viewed by Milissa Peters-Garcia (mpeters@timnathgov.com)
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-  Document e-signed by Milissa Peters-Garcia (mpeters@timnathgov.com)
Signature Date: 2026-01-20 - 5:54:09 PM GMT - Time Source: server

✔ Agreement completed.

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**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
(Town Vehicle Maintenance and Light Repair Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 20th day of January, 2026 (the "Effective Date"), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the "Town"), and HOUSKA AUTOMOTIVE SERVICES INC (the "Contractor"), a Colorado Corporation, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the "Scope"): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2026, unless earlier terminated pursuant to Section 17, *Termination*. Following expiration, this Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1 of the next year, unless either Party provides written notice of non-renewal at least thirty (30) days before the renewal date.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. REPAIRS, CLAIMS AND SAFETY.

a. Repairs. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment.

b. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

c. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

- i. An itemized statement of the Scope performed.
- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker's Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR'S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal

identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Personal Identifying Information. During the performance of this Agreement, the Town or its residents/customers may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3). In compliance with C.R.S. § 24-73-102, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all

permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants (“Town Indemnitees”) from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor’s or its subcontractors’, officers’, agents’, or employees’ errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town’s or other Town Indemnitees’ negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers’ compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. The Contractor shall indemnify, defend, and hold harmless the Town Indemnitees from any claims or liens for labor or materials used in performing the Contractor’s Scope, including related costs, damages, and reasonable attorney’s fees. Upon written demand, the Contractor must promptly remove any lien or legal action affecting the Town’s property. If the Contractor fails to do so, the Town may take action to remove or dismiss it, with all associated costs and legal fees immediately payable by the Contractor or deducted from any amounts owed under this Agreement.

c. This indemnity coverage shall also cover 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 the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. This 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 CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Town Manager
4750 Signal Tree Drive
Timnath, Colorado 80547
aadams@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: Houska Automotive Services Inc
Attn: Jason Lightbody
899 Riverside Ave
Fort Collins, CO 80524
970-482-0156 Option 3
jason@houskaautomotive.com

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

- b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.
- c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.
- e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.
- f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.
- h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.
- i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.
- j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.
- k. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.
- l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.
- m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.
- n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*
- o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- p. Warranty. The Contractor guarantees that all workmanship, materials, and equipment furnished, installed, or performed for the Scope will be new and of good quality, unless otherwise required or permitted by this Agreement. The Contractor warrants that work will conform to all requirements of this


Agreement, and all other applicable laws, ordinances, codes, rules and regulations having jurisdiction over the work. All completed work is subject to the Town's satisfaction and acceptance. Payments for completed work will not constitute final acceptance or relieve the Contractor of its obligation to correct defects. The warranties set forth in this Agreement are in addition to any others prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado


Aaron Adams (Jan 20, 2026 11:26:52 MST)

Aaron Adams
Town Manager

ATTEST:



Milissa Peters-Garcia, MMC and CMC
Town Clerk

CONTRACTOR:

Houska Automotive Services Inc


Jason Lightbody (Jan 20, 2026 11:26:04 MST)

Jason Lightbody
Vice President

Signature Page to Independent Contractor Agreement for Professional Services (Town Vehicle Maintenance and Light Repair Services) with the Town of Timnath and Houska Automotive Services Inc, dated January 20, 2026

EXHIBIT A
SCOPE OF SERVICES

The attached Contractor’s proposal is incorporated as part of the Scope of Services and Pricing.

Service shall include furnishing all labor, tools, equipment, materials and appurtenances, vehicles, and personnel necessary to provide the services as described in the contract documents.

Background Information: Town of Timnath was incorporated on July 6, 1920, and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

Town Vehicle Maintenance and Light Repair Services Overview: This Town Vehicle Maintenance and Light Repair Services agreement shall be awarded to one or more qualified companies that meets all requirements outlined by the Town. The Contractor does not need to offer all requested services below to be considered. This agreement shall be a multi-year contract.

The Town Vehicle Maintenance and Light Repair Services shall include the following components and services at a minimum:

1. **Vehicles:** Below is a list of vehicles to be serviced. The Town reserves the right to add or remove vehicles from this list as fleet changes are made. Although fleet vehicles are currently gasoline vehicles, Contractor must have competency in maintaining and repairing diesel vehicles (e.g. pickup trucks) as well.

Year	Make	Model	Department	Year	Make	Model	Department
2025	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 2500	Parks & Rec
2023	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 3500	Parks & Rec
2023	Ford	F150	Public Safety				
2022	Chevy	Tahoe	Public Safety	2025	Jeep	Grand Cherokee	Public Works
2022	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Public Works
2022	Chevy	Tahoe	Public Safety	2021	Dodge	Ram 5500	Public Works
2022	Chevy	Tahoe	Public Safety	2018	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2017	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety				
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety				

2020	Chevy	Tahoe	Public Safety
2020	Chevy	Tahoe	Public Safety
2020	Chevy	Tahoe	Public Safety
2019	Chevy	Tahoe	Public Safety
2018	Chevy	Tahoe	Public Safety
2017	Ford	Interceptor	Public Safety
2016	Ford	Explorer	Public Safety
2016	Ford	Explorer	Public Safety
2014	Ford	Explorer	Public Safety
2023	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2020	Chevy	Silverado	Public Safety

2. **Frequency:** The Town will request Town Vehicle Maintenance and Light Repair Services on an as-needed basis. The service schedule may be based on mileage and/or a set period of time
3. **Service Type Requirements:** Examples of Town Vehicle Maintenance and Light Repair Services may include but are not limited to the following:
 - Regular Oil Change (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (up to 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (Over 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Transmission Flushes
 - Coolant Flush
 - Fuel Induction Service
 - Differential Service
 - O2 Sensors
 - Timing Chain
 - Water Pump
 - Fan Belt
 - Tune Up (wires, plugs)
 - Fuel Rail
 - Air Filter, Cabin Air Filter
 - Mass Air Flow Sensor
 - ABS Module
 - Radiator Replacement
 - Tire Pressure Sensors (sensor replacements and check pressure levels of all tires (including spare), filling with air to the manufacturers' recommended PSI level)
 - Mount/Balance/Install Tires
 - Alignment 4 Wheel
 - Tire Rotation
 - Front Control Arm

- Shocks and Struts
 - Battery Replacement (check battery cables and posts for loose/corroded connections and tighten loose battery cable and clean connection)
 - Bulbs Headlight, Taillights, Blinkers
 - Windshield Wipers
 - Brakes
 - Rotors
 - Brake Fluid Flush
 - AC Fan motor
 - AC Flush
 - Alternator
 - Belt Tensioner
 - Coolant Fan
 - 100,000-Mile Service
 - Emissions Testing
 - Motor Mounts / Transmission Mounts
 - Fluid Checks and Replenishments (including but not be limited to: brake, power steering, radiator, automatic transmission, front/rear axle oil, transfer case (if applicable) battery water level, antifreeze, and windshield washer fluid)
4. **Completion of Services:** Upon completion of services, the Contractor shall provide the Town with a detailed/itemized description of the work performed, on paper or electronically, for maintenance record keeping.
 5. **Pricing:** Unit pricing, or a unit price range, will be provided by the Contractor annually for their available services. The Contractor does not need to offer all requested services above to be considered. Pricing should be calculated based on the year, make, and model of the vehicles provided by the Town. Pricing for supplies/parts not included in the offered services will be provided by the Contractor at time of service.
 6. **Service Time Requirements:** As a critical factor to public safety, emergency response vehicles, and Town fleet vehicles require expedited turn-around times. Below are the times in which certain types of services must be completed:
 - Oil changes in forty-five (45) minutes or less
 - Tires installed, balanced and/or aligned in forty-five (45) minutes or less
 - All lights checked on every service call (except light bar/emergency lights) and repaired.
 - Transmission flush completed in forty-five (45) minutes or less
 - All other services “as soon as possible”
 7. **Standards.** All services shall be performed in accordance with the best industry practices and all parts installed must be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice must clearly state this fact and prior approval. Vendor upon request shall return or provide the opportunity for inspection of all replaced parts. Upon completion of services, Contractor shall ensure vehicles are in satisfactorily clean, leaving no dirt, debris, or waste in the vehicle that was not in the vehicle prior to repairs. Additionally, Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
 8. **Warranty.** The Contractor shall provide a twelve (12) month standard warranty on all repair and maintenance work. Contractor shall ensure all parts used for repairs are covered by the original manufacture warranty, excluding parts with a lifetime warranty. Materials, equipment, components or completed work not complying may be rejected by the Town representative, and shall be replaced by the Contractor at no additional cost to the Town.
 9. **Performance Issues.** Contractor shall be required to correct all performance issues reported by the Town within two (2) business days. If requested by the Town, the Contractor shall provide a written report detailing the performance issue(s) and resolution.

10. **Security.** The Contractor must provide security for the vehicles in such a manner and geographic location that will preclude their exposure to any security related incidents (i.e. theft, vandalism, conversion). In addition, at minimum, all vehicles must be stored in a lighted, enclosed area that will preclude exposure of Timnath Police Department vehicles to any security related incidents (i.e. theft, vandalism, burglary, conversion).
11. **Experience.** Contractor shall have relevant experience required for the performance of the Services as outlined in this Scope of Work. The minimum experience required is three (3) years. Contractor's personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience. All Contractor or Subcontractor personnel assigned to perform the services must be at least eighteen (18) years of age with a valid driver's license. In addition to experience required to perform the Services, Contractor must have experience working with police upfitted vehicles. While the upfitted technology will be maintained by a separate Town vendor, Contractor must be knowledgeable about the complexities of upfitted vehicles to ensure no damage occurs to the vehicles or technology during the course of service performance. Experience working with police upfitted vehicles must be included in the experience section of the proposal.
12. **Location.** Contractor(s) must be located within fifteen (15) road miles of Timnath Town Center or Timnath Police Department and have a location of suitable size and personnel to handle the repair and maintenance of the fleet vehicles without undue delay. Timnath Town Center is located at 4750 Signal Tree Drive, Timnath, CO 80547. Timnath Police Department is located at 5601 E Harmony Road, Timnath, CO 80547.

The Town does not intend to set a minimum or maximum number of services required. The Town Vehicle Maintenance and Light Repairs Services Contractor may identify a maximum number of services they are capable of managing in their proposal.

Please be advised that by entering into an agreement with the Town for the requested Scope of Services, the Town is in no way obligated to use only the selected Contractor for Vehicle Maintenance and Repair Services, and that the Town may, at the Town's discretion, use other organizations for Town Vehicles Maintenance and Light Repairs Services.



**TOWN OF TIMNATH
REQUEST FOR PROPOSAL (RFP)
COVER PAGE**

4750 SIGNAL TREE DR.
TIMNATH, CO 80547
(970) 224-3211
(970) 224-3217 – FAX

Solicitation Number: RFP2500253
Date: October 22, 2025
Title: Town of Timnath Vehicle Maintenance and Light Repair Services
Proposal Deadline: Friday, November 14, 2025 at 12:00pm Mountain Time

Proposals must be submitted via Rocky Mountain e-Purchasing System (BidNet).

For additional information, questions, or documents, please contact Stephanie Mas, Procurement Specialist, via phone at 970-224-3211 Ext. 1410 or email at smas@timnathgov.com.

Documents included in this package:

- 1 Cover Sheet
- 2 Specifications
- 3 General Terms and Conditions
- 4 Special Terms and Conditions

List of Attachments:

- 1 Sample Contract
- 2 Pricing Sheet

The undersigned hereby affirms that:

- (1) The signer is a duly authorized agent of the Contractor;
- (2) The signer has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal;
- (3) The Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document;
- (4) The signer acknowledges and confirms the receipt of all Addenda issued for this Request for Proposal, including the following:
 - a. Addendum 1 Dated 10/23/25
 - b. Addendum 2 Dated 11/07/25
 - c. Addendum Dated / /
 - d. Addendum Dated / /
 - e. Addendum Dated / /
 - f. Addendum Dated / /
- (5) The Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town's Standard Independent Contractor Agreement (ICA), a sample copy of which is attached to this Solicitation.

CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Name of Company: Houska Automotive Services Inc

Address: 899 Riverside Ave

City/State: Fort Collins/ CO

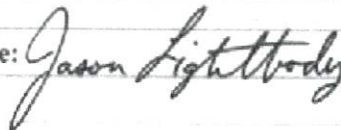
Zip: 80524

Primary Contact Name: Jason Lightbody

Phone: 970 482-0156 option 3

Email: jason@houskaautomotive.com

Authorized Representative's Signature:



Title: Vice President

Printed Name: Jason Lightbody

Phone: 970 482-0156 opt 3

Email: jason@houskaautomotive.com



Additional Contact Information: Including name(s), business address(es), phone number(s), and email address(es) of other applicable points of contact for the requirement.

Jon Monks 899 Riverside Avenue 970-482-0156 Option 1
jon@houskaautomotive.com

Repair Shop manager for all passenger and light truck questions.

Spencer Moulton 901 Riverside Avenue 970-482-0156 Option 2
smoulton@houskaautomotive.com

Tire & Oil Center manager for all oil change and tire related services. Some light mechanical repairs included fluid flushes and some brake replacements.

Sherry Lightbody 1005 Riverside Avenue 970-482-0156 Option 4
sherry@houskaautomotive.com

Bookkeeper for all account related questions.

Jason Lightbody 1005 Riverside Avenue 970-482-0156 Option 3
Jason@houskaautomotive.com

Heavy Duty manager who can address issues across the entire campus.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

HOUSKA AUTOMOTIVE SERVICES, INC.

is a
Corporation

formed or registered on 03/05/1987 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871714105 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/13/2025 that have been posted, and by documents delivered to this office electronically through 11/17/2025 @ 08:20:17 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/17/2025 @ 08:20:17 in accordance with applicable law. This certificate is assigned Confirmation Number 17891290 .



Jena Griswold

Secretary of State of the State of Colorado

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

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



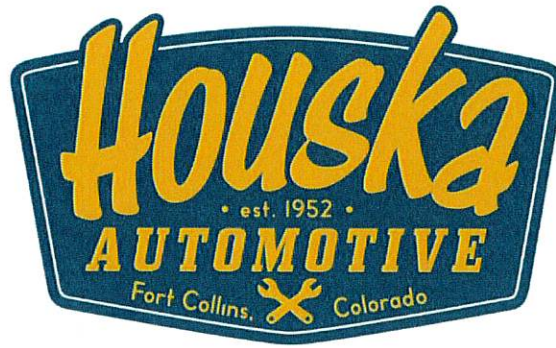
A statement of availability of the Contractor to undertake the services.

Houska Automotive Service is open from 7:30am - 5:30pm Monday thru Friday.

Houska Automotive has four buildings on 16 acres. We have a dedicated passenger and light truck center with 26 passenger car/light truck repair bays. Our Tire and Oil Center has 6 bays for oil services, tire related services, and light maintenance. Our Heavy Duty fleet building has 7 oversized bays to work on all vehicles from Class 2 through Class 8. Our fourth building houses an independent parts store providing a vast inventory for quick access to hundreds of thousands of part numbers.

Our campus routinely services on average, 80 to 100 vehicles per day. We have the ability to secure several hundred vehicles inside our secured campus under 24 hour recorded surveillance.

In addition, we offer 4 shuttle drivers and have the ability to offer complementary pick up and delivery of all vehicles.



Description of your company and approach to providing the proposed services, to give the Town the opportunity to understand your process and product. This includes services, performance, and security.

Houska Automotive was founded in 1952 in the current location of 899 Riverside Avenue, Ft Collins, CO. Charles Houska, his wife Martha, and a few technicians started servicing locals with all manner of maintenance and repairs. We take that same approach today, nearly 73 years later. Our passion is relationships and repairing machines. We approach each repair with “The Houska Way” in mind, and that is to say, we do every job exactly to industry standards, regardless of the additional energy or cost associated with the task.

Following in his grandfather and father’s steps, John (LJ) Houska is the president of the company and the grandson of the founder. We’ve also grown from 4 employees and 2 bays to an impressive 54 employees and 37 dedicated service bays.

We’ve been locally, regionally, and nationally recognized as one of the leaders in the automotive repair industry. Our awards range from top employer in northern Colorado, to top repair facility, to number one oil change facility, and stretching to Goodyear’s coveted Humanitarian of the Year.

Services: Our Tire Center service list ranges from basic oil changes, tire installs, and fluid flushes, to preventive maintenance. We are a top Goodyear Tire & Rubber, Michelin North America, Bridgestone of the Americas, and Continental Tire facility, meaning we honor all government pricing contracts with local governments. This alone will save your fleet valuable dollars each year. We currently supply the City of Fort Collins, Colorado State University, and the State of Colorado with municipal contract tires.

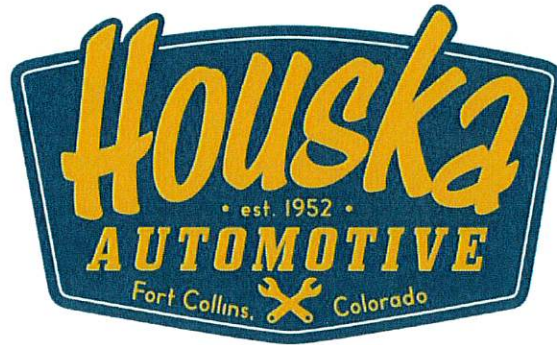
Our Repair Center is home to multiple ASE certified technicians and Master Technicians with hundreds of years of experience completing mechanical, electrical, and diagnostic

services. Our shop Foremen, both certified across multiple manufacturer platforms, are often tasked with assisting the new car dealers in advanced drivability issues. These customers have ranged from Dellenbach Motors, Ed Carroll Motors, Foothills Dodge, and Camping World. We are the only shop in the region boasting the ability to service Tesla Motor vehicles and Class 8 over the road tractor trailers.

Performance: We have collaborated with many local repair shops, dealerships, aftermarket and original equipment parts and tire manufacturers, industry regulating and policy shaping agencies, as well as many national trade publications. We are recognized industry experts.

We always complete each job to industry and manufacturer guidelines while only using highly rated parts and fluids. By offering both world class parts and labor, we are able to extend a 36 month/ 36,000-mile warranty on all repairs. We are capable of providing OE level service and repairs to multiple vehicle lines. Our sales and service staff have been trained to provide accurate inspections and quotes to identify issues before they arise without overselling unneeded services.

Security: All vehicles are secured while in our care. All of the buildings on our campus have 24-hour alarm monitoring. The campus is fully fenced and monitored by camera 24 hours. Our parking area is well lit and locked during non-business hours. All technicians are routinely checked for current driver's license and insurability to ensure your assets are safe.

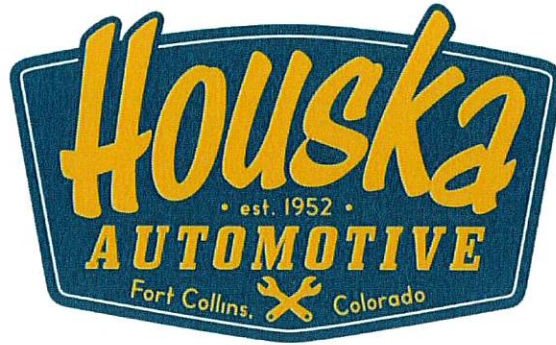


A detailed approach to providing the proposed Scope. Approach should address numbers 1-12 from the Scope section above.

1. Vehicles Houska Automotive technician staff has the ability to service all manner of vehicles in all age ranges as outlined in Section IV Scope: Number 1.
2. Frequency Houska Automotive has a large staff to accommodate as needed services both by appointment or as dropped in. Section IV Scope: Number 2.
3. Service Type Requirements Houska Automotive has the ability to perform all services from oil change services to complex diagnostic repairs. Our staff has decades of experience in all mechanical repairs from engine to steering and suspension. We have state of the art alignment machines, tire machines, and tire balancers. We own factory diagnostic tools and software for General Motors, Ford Motor Company, Stellantis(Dodge & Jeep), amongst a dozen others.
4. Completion of Services All invoices can be printed and/ or emailed during the invoice completion process.
5. Pricing All non routine repairs are quoted prior to any work being completed. Tires are priced and modified annually per federal contracts. All prices are within industry standards and labor times are per industry recommended practices.
6. Service Time Requirements All services shall be performed within the times requested in the section.
7. Standards All work performed at Houska Automotive meets or exceeds industry and OEM recommendations. All work is performed with new parts, OEM or equal in quality. Any used parts will be pre-identified in the quote process prior to replacement and only after approval by a Timnath Town employee. It is Houska Automotive's policy that all vehicles are in better condition than they were dropped off in terms of cleanliness. Houska Automotive has partnered with the City of Fort Collins as a designated recycling

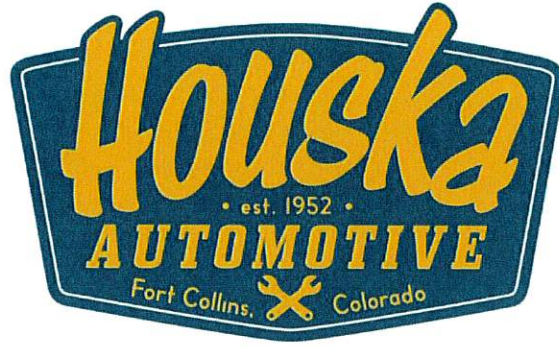
drop off center and is passionate about proper recycling and disposal of all waste products and chemicals.

8. **Warranty** Houska Automotive exceeds the requested warranty standards. We offer a 36 month / 36,000 mile warranty on all repairs.
9. **Performance Issues** Houska Automotive strives to address all customer concerns within the same business day of being notified of the issue or concern. All advisers and managers are authorized to expedite customer concerns to ensure complete customer satisfaction in the quickest method available.
10. **Security** Houska Automotive has 16 acres of property encircled by metal fencing and the ability to securely store hundreds of vehicles. In addition, police and other emergency vehicles may be stored inside locked and secured buildings. All buildings are provided 24 hour security monitoring by off site providers. All sections and areas of the property are video monitored and recorded as well.
11. **Experience** Houska Automotive employs numerous ASE certified technicians as well as ASE Master Technicians. We also have many O.E. manufacturer factory trained and certified technicians. All employees are over 18 years of age. All technicians performing non routine repairs will have a minimum of five years, and most have ten years experience.
12. **Location** Houska Automotive is 7.7 miles from 4750 Signal Tree Drive, Timnath, CO, 80547 per Google Maps.



Relevant experience, including the scope, for the same or similar projects within the past five (5) years.

1. Colorado Parks & Wildlife **744** Vehicles Invoiced Oil changes, mechanical repairs, new tires, tire repairs, upfitting.
2. Poudre Valley Air **509** Vehicles Invoiced Services ranging from oil changes and tires to preventive and corrective maintenance.
3. Comcast **442** Vehicles Invoiced Services include preventive and corrective maintenance, tires, alignments, brakes, and advanced diagnostics.
4. Drilling Engineers **385** Vehicles Invoices Engine and transmission replacement and rebuilding, brakes, steering, suspension, and upfitting new units.
5. Air Comfort **468** Vehicles Invoiced Services include preventive and corrective maintenance, tires, alignments, brakes, and advanced diagnostics.
6. Colorado State Patrol **184** Vehicles Invoiced All manner of standard and emergency repairs.



References from at least three (3) current or recent projects for the same or similar services within the past five (5) years.

Schlumberger Limited 970-672-6140	Rodney McMaster/ Fleet Controller 359 Vehicle Invoices (1,186 all time)
Carstar Fort Collins 559-772-7852	Tyler Balistreri/ Area Director 1,425 Vehicle invoices (1,445 all time)
Terracon 970-484-5183	Rick Rodgers/ Manager 431 Vehicle Invoices (678 all time)
Marrou Concrete 970-222-9259	Jordan Marrou/ Owner 257 Vehicle Invoices (480 all time)
Scott's Towing 970-226-6558	Jamie Seller/ Manager Owner 467 Vehicle Invoices (Scotts Towing & Schmers Towing) (1,234 all time)
Team Petroleum 307-760-8506	Kevin Dooley/ President 274 Vehicle Invoices (602 all time)

PRICING SHEET
Town of Timnath Vehicle Maintenance and Light Repair Services RFP

Indicate the costs/rates (or cost/rate ranges) for available services offered. Pricing should be calculated based on the year, make, and model of the vehicles provided by the Town.

Service Description	Fixed Unit Cost/Range (per service/item)
Regular Oil Change	\$49.99
Synthetic Oil Change (up to 6 Quarts)	\$89.98
Synthetic Oil Change (Over 6QTS)	\$89.98 + \$9.99 per additional quart
Transmission Flushes	\$299.99
Coolant Flush	\$252.21
Fuel Induction Service	\$239.99
Differential Service	\$254.70
O2 Sensors	Estimate provide prior to service
Timing Chain	Estimate provide prior to service
Water Pump	Estimate provide prior to service
Fan Belt	Estimate provide prior to service
Tune Up (wires, plugs)	Estimate provide prior to service
Fuel Rail	Estimate provide prior to service
Air Filter	Estimate provide prior to service
Cabin Air Filter	Estimate provide prior to service
Mass Air Flow Sensor	Estimate provide prior to service
ABS Module	Estimate provide prior to service
Radiator Replacement	Estimate provide prior to service
Tire Pressure Sensors	\$65.00
Mount/Balance/Install Tires	\$26.99
Alignment 4 Wheel	\$119.99
Tire Rotation	\$24.95
Front Control Arm	Estimate provide prior to service
Shocks and Struts	Estimate provide prior to service
Battery Replacement	Estimate provide prior to service
Bulbs Headlight	\$125.00
Bulbs Taillights	\$45.00
Bulbs Blinkers	\$45.00
Windshield Wipers	\$20.00
Brakes (front and rear)	\$500.00
Rotors	Included with brake replacement
Brake Fluid Flush	Estimate provide prior to service
AC Fan motor	Estimate provide prior to service
AC Flush	Estimate provide prior to service
Alternator	Estimate provide prior to service
Belt Tensioner	Estimate provide prior to service
Coolant Fan	Estimate provide prior to service
100,000-Mile Service	\$150.00
Emissions Testing	\$25.00 (Gasoline engines.)
Motor Mounts / Transmission Mounts	Estimate provide prior to service
Fluid Checks and Replenishments	Included with all services.
Brake	Included with all services.
Power Steering	Included with all services.
Radiator	Included with all services.
Automatic Transmission	Included with all services.
Front/Rear Axle Oil	Included with all services.
Transfer Case	Included with all services.
Battery Water Level	Included with all services.
Antifreeze	Included with all services.
Windshield Washer Fluid	Included with all services.

Additionally, the Town may require other services not listed above. Please provide hourly rates for services not covered in the pricing list (prices for parts shall be at cost).

Service Rate Type	Fixed Unit Cost (per service)
Business Hours Rate	\$167.73 *
After Hours Rate	NA
Other (optional):	Hourly rate varies depending upon service. Oil change labor is about \$40.00 per hour. Advanced electrical and performance diagnostic services are \$167.73 per hour.

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.

Town Vehicle Maintenance ICA Houska











01.15.2026

Final Audit Report

2026-01-20

Created:	2026-01-20
By:	Stephanie Mas (smas@timnathgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtx042wPJCGLa6wQAZL_GevCg6cxA1wZG

"Town Vehicle Maintenance ICA Houska 01.15.2026" History

-  Document created by Stephanie Mas (smas@timnathgov.com)
2026-01-20 - 4:58:29 PM GMT
-  Document emailed to Jason Lightbody (jason@houskaautomotive.com) for signature
2026-01-20 - 4:58:38 PM GMT
-  Email viewed by Jason Lightbody (jason@houskaautomotive.com)
2026-01-20 - 6:25:49 PM GMT
-  Document e-signed by Jason Lightbody (jason@houskaautomotive.com)
Signature Date: 2026-01-20 - 6:26:04 PM GMT - Time Source: server
-  Document emailed to Aaron Adams (aadams@timnathgov.com) for signature
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-  Document e-signed by Aaron Adams (aadams@timnathgov.com)
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-  Document emailed to Milissa Peters-Garcia (mpeters@timnathgov.com) for signature
2026-01-20 - 6:26:54 PM GMT
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2026-01-20 - 6:27:37 PM GMT
-  Document e-signed by Milissa Peters-Garcia (mpeters@timnathgov.com)
Signature Date: 2026-01-20 - 6:27:52 PM GMT - Time Source: server

✔ Agreement completed.
2026-01-20 - 6:27:52 PM GMT

**INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL SERVICES
(Town Vehicle Maintenance and Light Repair Services)**

This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the "Agreement"), is entered into as of the 20th day of January, 2026 (the "Effective Date"), by and between THE TOWN OF TIMNATH, a home rule municipal corporation and political subdivision of the State of Colorado (the "Town"), and JOHN'S 4X4 CENTER II LLC DBA REV OUTFITTERS (the "Contractor"), a Colorado Limited Liability Company, in good standing with the Colorado Secretary of State. The Town and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Town is a Home Rule Municipality, authorized to provide certain services within its corporate boundaries, including entering into contracts pursuant to the Timnath Home Rule Charter and state law;

WHEREAS, the Town has obtained necessary approvals and appropriated sufficient funds, which are available for the work to be performed by the Contractor under this Agreement;

WHEREAS, the Town desires to engage the Contractor to render the services described in this Agreement (*see Exhibit A*);

WHEREAS, the Contractor has represented that it has the professional experience, skill and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF SERVICES.

The Contractor shall perform the scope of services described in **Exhibit A** (the "Scope"): (a) in a professional manner, to the satisfaction of the Town, using the degree of skill and knowledge customarily employed by other professionals performing similar services in the area of the Town; (b) within the time period and pursuant to the Scope specified in **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference or disruption to the residents, tenants, occupants and invitees within the Town. The Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the Town in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or authorized by the Town through written Amendment.

2. TERM.

This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2026, unless earlier terminated pursuant to Section 17, *Termination*. Following expiration, this Agreement shall automatically renew for up to four (4) additional one-year terms commencing January 1 of the next year, unless either Party provides written notice of non-renewal at least thirty (30) days before the renewal date.

3. ADDITIONAL SERVICES.

The Town may request, in writing, the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of such services shall be subject to the mutual agreement of the Parties pursuant to a written Amendment to this Agreement executed by an authorized representative of the Town and the Contractor. Additional services outside of the original Scope may not be performed unless the Town has appropriated funds sufficient to cover the additional compensable amount and distributed a fully executed copy of the Amendment incorporating the additional services into the Scope.

4. REPAIRS, CLAIMS AND SAFETY.

a. Repairs. The Contractor shall notify the Town immediately of any and all damage caused by the Contractor to Town property and that of third parties. The Contractor will promptly repair or, at the Town's option, reimburse the Town for the repair of any damage to property caused by the Contractor or its employees, agents or equipment.

b. Claims. The Contractor shall promptly notify the Town of all potential claims of which it becomes aware. The Contractor agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the Town the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

c. Safety. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Scope, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor represents it has ascertained: (i) the nature and location of the Scope; (ii) the configuration of the ground on which the Scope is to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment and facilities necessary to complete the Scope; (iv) the general and local conditions pertaining to the Scope; and (v) all other matters which in any way may affect the performance of the Scope by the Contractor.

b. The Contractor represents that it has the capacity, professional experience and skill to perform the Scope in accordance with the standards of care, skill and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If the Contractor's performance of any portion of the Scope does not meet this standard, the Contractor shall, at the Town's request, re-perform the portion of the Scope not meeting this standard without additional compensation.

c. The Contractor shall use reasonable commercial efforts to perform and complete the Scope in a timely manner. If performance of the Scope by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions or the type of services are expected to change, the Contractor shall give prompt notice to the Town of such a delay or change and receive an equitable adjustment of time and/or compensation, as negotiated between the Parties.

d. The Contractor agrees that it has and will comply with all applicable Federal, State, and local laws while performing the Scope under this Agreement.

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, subconsultant or employee of the Town.

f. Review, acceptance or approval by the Town of the Scope performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions or errors in said Scope or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. COMPENSATION AND INVOICES.

a. Compensation. Compensation for the Scope shall be as follows:

The Town shall pay the Contractor, in accordance with **Exhibit A**. The Contractor shall be responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation, unless said reimbursement or compensation is approved in writing by the Town in advance of incurring such expenses. The Contractor shall provide the Town with a current completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) ("W-9"). No payments will be made to Contractor until the completed W-9 is provided.

b. Invoices. Invoices for the Scope shall be submitted for services rendered in accordance with the agreed upon schedule in **Exhibit A**. Invoices shall contain the following information:

- i. An itemized statement of the Scope performed.
- ii. Reference to the Purchase Order (PO) number distributed by the Town.
- iii. Any other reasonable information needed to process payment of the invoice.

7. PAYMENT TERMS.

a. Payment. Payment for the Scope shall be made by the Town within thirty (30) days of receipt a timely, satisfactory and detailed invoice in the form required by Section 6, *Compensation and Invoices*. In the event that the Town contests all or a portion of an invoice, the Town shall provide timely written notice of the dispute, pay the undisputed portion of the invoice, and hold the remainder of the amount due under the Invoice, pending dispute resolution.

b. Interest. Interest on late payments, if any, other than disputed amounts, shall be paid by the Town at ten (10) percent per annum.

8. INDEPENDENT CONTRACTOR.

The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees, subcontractors, agents, or representatives as employees or agents of the Town. The Town shall not be obligated to secure or provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, subcontractors, agents, or representatives. The Contractor shall be responsible for its safety, and the safety of its employees, subcontractors, agents, and representatives. The Contractor is responsible for complying with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker's Compensation Laws, Immigration Laws and OSHA-type laws, and providing all required benefits and coverages to its employees, subcontractors, agents, and representatives.

9. EQUAL OPPORTUNITY/EMPLOYMENT ELIGIBILITY.

This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

10. CONTRACTOR'S INSURANCE.

a. It is the responsibility of the Contractor to acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**. This includes coverage requirements under the Colorado Governmental Immunity Act (CGIA), C.R.S. §§ 24-10-101, *et seq.*

b. If the Contractor subcontracts any portion(s) of the Scope, said subcontractor(s) shall be required to acquire and maintain, at its sole cost and expense, insurance coverage required by all applicable Federal, State, and local laws in amounts satisfactory to the Town and the Contractor, not to exceed the minimum amounts required of the Contractor.

c. The Town shall have the right to verify or confirm, at any time, all coverage, information or representations required by this Agreement.

d. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement; nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

11. CONFIDENTIALITY AND CONFLICTS.

a. Confidentiality. Any information deemed confidential by the Town and given to the Contractor by the Town, which is identified by the Town as confidential information or consists of personal

identifying information (PII) per section (b) below, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the Town deems confidential, or which the Town has agreed to hold confidential, or which, if revealed to a third party, might reasonably be construed to be contrary to the interests of the Town. Confidential information shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the Town; or (iii) independently developed by the Contractor without use of the Town's confidential information. The Contractor agrees that any of its employees, agents or subcontractors with access to any information designated thereunder as confidential information of the Town shall agree to be bound by the terms of this subsection.

b. Personal Identifying Information. During the performance of this Agreement, the Town or its residents/customers may disclose Personal Identifying Information to the Contractor. "Personal Identifying Information" means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3). In compliance with C.R.S. § 24-73-102, the Contractor agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to the Contractor; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

c. Conflicts. Prior to the execution of, and during the performance of this Agreement, the Contractor agrees to notify the Town of any conflicts of interest known to the Contractor that impact the Contractor's provision of the Scope.

12. TECHNOLOGY STANDARDS.

a. Artificial Intelligence. The Contractor certifies that it has implemented and is in material compliance with policies and procedures for the ethical, trustworthy, and responsible use, implementation, and provisioning of AI technology, including for: (i) developing, implementing, and provisioning AI Technology in a way that promotes transparency, accountability, safety, security, fairness, accuracy, validity, reliability, and human interpretability; and (ii) identifying and mitigating bias in AI Technology during performance of the Scope. In addition, the Contractor's management has oversight and approval over its collection and use of AI Technology, including the development, implementation, and provisioning of AI Technology. The Contractor confirms it is in compliance with all laws applicable to the Contractor's development, implementation, and provision of AI Technology, including without limitation C.R.S. §§ 6-1-1701, *et seq.*

13. OWNERSHIP OF DOCUMENTS.

All documents produced by or on behalf of the Contractor pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files and other documents, in whatever form, shall remain the property of the Town under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the Town's request, the Contractor will provide the Town with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such documents involved in the Scope for a period of two (2) years after termination of this Agreement, shall make them available for the Town's use and shall provide such copies to the Town upon request at no cost.

14. LIENS AND ENCUMBRANCES.

The Contractor shall not have any right or interest in any Town assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Scope contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's or other such lien claims, or rights to place a lien upon the Town's property or any improvements thereon or upon any other real property or improvements in connection with any portion of the Scope performed under or in connection with this Agreement, and the Contractor shall cause all

permitted subcontractors, suppliers, materialmen, and others claiming by, through or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Scope. The Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers and materialmen, and release of lien respecting the Scope at such time or times and in such form as may be reasonably requested by the Town.

15. INDEMNIFICATION.

a. The Contractor shall indemnify and hold harmless the Town and its directors, officers, contractors, employees, agents, and consultants (“Town Indemnitees”) from any and all damages—including property loss, personal injury, or death—and from any claims, liabilities, actions, or expenses (including reasonable legal fees) arising directly or indirectly from the Contractor’s or its subcontractors’, officers’, agents’, or employees’ errors, omissions, negligence, willful misconduct, or criminal acts in connection with this Agreement or its performance. This indemnity does not apply to damages caused by the Town’s or other Town Indemnitees’ negligence. Except as limited by law, this obligation is not restricted by any cap on damages or benefits under workers’ compensation or similar laws, though the Contractor is not liable for special, consequential, or punitive damages. The Contractor shall, at its own expense, obtain any additional insurance it deems necessary to fulfill these indemnity obligations.

b. The Contractor shall indemnify, defend, and hold harmless the Town Indemnitees from any claims or liens for labor or materials used in performing the Contractor’s Scope, including related costs, damages, and reasonable attorney’s fees. Upon written demand, the Contractor must promptly remove any lien or legal action affecting the Town’s property. If the Contractor fails to do so, the Town may take action to remove or dismiss it, with all associated costs and legal fees immediately payable by the Contractor or deducted from any amounts owed under this Agreement.

c. This indemnity coverage shall also cover 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 the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. In the event the Contractor fails to assume the defense of any Claims under this section within fifteen (15) days after notice from the Town of the existence of such Claim, the Town may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel.

d. This 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 CGIA.

16. SUBCONTRACTORS.

The Contractor is solely and fully responsible to the Town for the performance of the Scope in accordance with the terms set forth in this Agreement, whether performed by the Contractor or a subcontractor engaged by the Contractor. Assignment of a subcontractor shall not release the Contractor of its duties, liabilities, or obligations under this Agreement. The Contractor shall not subcontract any portion of the Scope without prior written approval by the Town. The Contractor further agrees that all such subcontracts shall provide that they may be terminated immediately without cost or penalty upon termination of this Agreement, other than payment for the Scope rendered prior to the date of any such termination.

17. TERMINATION.

Either Party may terminate this Agreement with or without cause upon providing the other Party with thirty (30) day written notice in accordance with Section 19, *Notices*. Such notice shall not be required for automatic expiration under Section 2, *Term*. The Town may immediately terminate this Agreement if it finds that the actions or inactions by the Contractor pose a risk to health, safety and welfare of residents or participants in the Scope.

If this Agreement is terminated, the Contractor shall be paid for the Scope satisfactorily performed prior to the designated termination date, including reimbursable expenses due in the normal course of business pursuant to this Agreement.

18. DEFAULT.

If either Party is found to be in default of the terms of this Agreement, the non-defaulting Party shall deliver written notice of the default to the defaulting Party, per Section 19, *Notices*. If any default is not cured within ten (10) days of such notice, or the agreed upon timeframe if longer, the non-defaulting Party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement in accordance with Section 17, *Termination*.

19. NOTICES.

Any notice required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight courier service, sent by certified mail, return receipt requested, or sent electronically via email. Notices shall be deemed received upon: (a) delivery, if hand-delivered; (b) the earlier of actual receipt or three days after mailing, if sent by certified mail; or (c) one business day after being deposited with a nationally recognized overnight air courier service or sent via email. Either Party may designate additional persons to whom notices will be given or change the address to which such notice will be given at any time by giving written notice in accordance with this section. Such notices will be given to the Parties at their addresses set forth below.

To the Town: Timnath Town Manager
4750 Signal Tree Drive
Timnath, Colorado 80547
aadams@timnathgov.com

With copy to: Timnath Procurement and Contract Specialist
4750 Signal Tree Drive
Timnath, Colorado 80547
smas@timnathgov.com

AND

Timnath Town Attorney
4750 Signal Tree Drive
Timnath, Colorado 80547
csteffl@dietzedavis.com

Contractor: John's 4x4 Center II LLC DBA REV Outfitters
Attn: Austin Simons
5002 Marketplace Dr, Unit 103
Johnstown, CO 80534
970-425-5831
austin@revoutfitters.com

20. AUDITS/RECORDS.

The Town shall have the right to review or audit, with reasonable notice, any of the Contractor's books and records which may be necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll and personnel records). The Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after expiration or termination of the Agreement and to make the same available to the Town at all reasonable times and for so long thereafter as there may remain any unresolved questions or disputes regarding any item pertaining thereto.

21. GENERAL PROVISIONS.

a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Scope, and sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

- b. Assignment. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the Town.
- c. Binding Agreement. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.
- d. No Waiver. A waiver of any provision in this Agreement shall not waive any other provision, nor shall such waiver constitute a continuing waiver unless expressly provided in this Agreement, nor shall the waiver of one default be deemed a waiver of subsequent defaults.
- e. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for Larimer County, Colorado.
- f. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.
- g. Litigation. At the Town's request, the Contractor shall agree to be joined in litigation involving the Town and third parties related to the Scope or this Agreement, without being construed as an admission of fault or liability. The Contractor is not responsible for delays beyond its control, including Acts of God, accidents, regulatory delays, or the Town's failure to provide timely information or approvals.
- h. Good Faith of Parties. The Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay performance.
- i. Annual Budget and Appropriation. The Town does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. All obligations of the Town pursuant to this Agreement involving the expenditure of funds are subject to annual budgeting and appropriations.
- j. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town including without limitation immunity pursuant to the CGIA.
- k. Negotiated Provisions and Priority. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed substantially and materially to the preparation of this Agreement.
- l. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable.
- m. No Third-Party Beneficiaries. Only the Parties to this Agreement may enforce its terms or bring related claims; no third party has any rights under this Agreement. Any third party receiving services or benefits under this Agreement is considered an incidental beneficiary only.
- n. Open Records. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. §§ 24-72-202, *et seq.*
- o. Tax Exempt Status. The Town is exempt from Colorado State sales and use taxes, and these taxes shall not be included in any invoices submitted to the Town. The Town shall, upon request, furnish the Contractor with a copy of its certificate of tax exemption. The Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.
- p. Warranty. The Contractor guarantees that all workmanship, materials, and equipment furnished, installed, or performed for the Scope will be new and of good quality, unless otherwise required or permitted by this Agreement. The Contractor warrants that work will conform to all requirements of this

Agreement, and all other applicable laws, ordinances, codes, rules and regulations having jurisdiction over the work. All completed work is subject to the Town's satisfaction and acceptance. Payments for completed work will not constitute final acceptance or relieve the Contractor of its obligation to correct defects. The warranties set forth in this Agreement are in addition to any others prescribed by Colorado law.

[Remainder of page intentionally left blank. Signature page follows].

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

TOWN:

TOWN OF TIMNATH, a home rule municipal corporation of the State of Colorado


Aaron Adams (Jan 22, 2026 05:56:29 MST)

Aaron Adams
Town Manager

ATTEST:



Milissa Peters-Garcia, MMC
Town Clerk

CONTRACTOR:

John's 4x4 Center II LLC DBA REV Outfitters


Austin Simons (Jan 21, 2026 21:24:25 MST)

Austin Simons
Owner

Signature Page to Independent Contractor Agreement for Professional Services (Town Vehicle Maintenance and Light Repair Services) with the Town of Timnath and John's 4x4 Center II LLC DBA REV Outfitters, dated January 20, 2026

EXHIBIT A

SCOPE OF SERVICES

The attached Contractor’s proposal is incorporated as part of the Scope of Services and Pricing.

Service shall include furnishing all labor, tools, equipment, materials and appurtenances, vehicles, and personnel necessary to provide the services as described in the contract documents.

Background Information: Town of Timnath was incorporated on July 6, 1920, and adopted its home rule charter on November 3, 2015. Timnath is located due east of Fort Collins in Larimer County and sits at a major regional crossroad at the intersection of I-25 and Harmony Road.

Town Vehicle Maintenance and Light Repair Services Overview: This Town Vehicle Maintenance and Light Repair Services agreement shall be awarded to one or more qualified companies that meets all requirements outlined by the Town. The Contractor does not need to offer all requested services below to be considered. This agreement shall be a multi-year contract.

The Town Vehicle Maintenance and Light Repair Services shall include the following components and services at a minimum:

1. **Vehicles:** Below is a list of vehicles to be serviced. The Town reserves the right to add or remove vehicles from this list as fleet changes are made. Although fleet vehicles are currently gasoline vehicles, Contractor must have competency in maintaining and repairing diesel vehicles (e.g. pickup trucks) as well.

Year	Make	Model	Department	Year	Make	Model	Department
2025	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Parks & Rec
2025	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Parks & Rec
2024	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 2500	Parks & Rec
2023	Chevy	Tahoe	Public Safety	2020	Dodge	Ram 3500	Parks & Rec
2023	Ford	F150	Public Safety				
2022	Chevy	Tahoe	Public Safety	2025	Jeep	Grand Cherokee	Public Works
2022	Chevy	Tahoe	Public Safety	2025	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2024	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2022	Dodge	Ram 1500 Classic	Public Works
2022	Chevy	Tahoe	Public Safety	2021	Dodge	Ram 5500	Public Works
2022	Chevy	Tahoe	Public Safety	2018	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety	2017	Dodge	Ram 3500	Public Works
2022	Chevy	Tahoe	Public Safety				
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety	2016	Ford	Explorer	Town Hall
2022	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2020	Chevy	Tahoe	Public Safety				
2019	Chevy	Tahoe	Public Safety				
2018	Chevy	Tahoe	Public Safety				
2017	Ford	Interceptor	Public Safety				
2016	Ford	Explorer	Public Safety				
2016	Ford	Explorer	Public Safety				

2014	Ford	Explorer	Public Safety
2023	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2022	Chevy	Tahoe	Public Safety
2020	Chevy	Silverado	Public Safety

2. **Frequency:** The Town will request Town Vehicle Maintenance and Light Repair Services on an as-needed basis. The service schedule may be based on mileage and/or a set period of time
3. **Service Type Requirements:** Examples of Town Vehicle Maintenance and Light Repair Services may include but are not limited to the following:
 - Regular Oil Change (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (up to 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Synthetic Oil Change (Over 6 Quarts) (oil filter shall be a nationally recognized name brand or Town approved)
 - Transmission Flushes
 - Coolant Flush
 - Fuel Induction Service
 - Differential Service
 - O2 Sensors
 - Timing Chain
 - Water Pump
 - Fan Belt
 - Tune Up (wires, plugs)
 - Fuel Rail
 - Air Filter, Cabin Air Filter
 - Mass Air Flow Sensor
 - ABS Module
 - Radiator Replacement
 - Tire Pressure Sensors (sensor replacements and check pressure levels of all tires (including spare), filling with air to the manufacturers' recommended PSI level)
 - Mount/Balance/Install Tires
 - Alignment 4 Wheel
 - Tire Rotation
 - Front Control Arm
 - Shocks and Struts
 - Battery Replacement (check battery cables and posts for loose/corroded connections and tighten loose battery cable and clean connection)
 - Bulbs Headlight, Taillights, Blinkers
 - Windshield Wipers
 - Brakes
 - Rotors
 - Brake Fluid Flush
 - AC Fan motor
 - AC Flush
 - Alternator
 - Belt Tensioner
 - Coolant Fan
 - 100,000-Mile Service
 - Emissions Testing

- Motor Mounts / Transmission Mounts
 - Fluid Checks and Replenishments (including but not be limited to: brake, power steering, radiator, automatic transmission, front/rear axle oil, transfer case (if applicable) battery water level, antifreeze, and windshield washer fluid)
4. **Completion of Services:** Upon completion of services, the Contractor shall provide the Town with a detailed/itemized description of the work performed, on paper or electronically, for maintenance record keeping.
 5. **Pricing:** Unit pricing, or a unit price range, will be provided by the Contractor annually for their available services. The Contractor does not need to offer all requested services above to be considered. Pricing should be calculated based on the year, make, and model of the vehicles provided by the Town. Pricing for supplies/parts not included in the offered services will be provided by the Contractor at time of service.
 6. **Service Time Requirements:** As a critical factor to public safety, emergency response vehicles, and Town fleet vehicles require expedited turn-around times. Below are the times in which certain types of services must be completed:
 - Oil changes in forty-five (45) minutes or less
 - Tires installed, balanced and/or aligned in forty-five (45) minutes or less
 - All lights checked on every service call (except light bar/emergency lights) and repaired.
 - Transmission flush completed in forty-five (45) minutes or less
 - All other services “as soon as possible”
 7. **Standards.** All services shall be performed in accordance with the best industry practices and all parts installed must be genuine, original manufacturer, or approved equal. If any used, rebuilt or reconditioned parts are supplied, the invoice must clearly state this fact and prior approval. Vendor upon request shall return or provide the opportunity for inspection of all replaced parts. Upon completion of services, Contractor shall ensure vehicles are in satisfactorily clean, leaving no dirt, debris, or waste in the vehicle that was not in the vehicle prior to repairs. Additionally, Contractor shall be responsible for supervision, clean up and proper disposal of any site work waste.
 8. **Warranty.** The Contractor shall provide a twelve (12) month standard warranty on all repair and maintenance work. Contractor shall ensure all parts used for repairs are covered by the original manufacture warranty, excluding parts with a lifetime warranty. Materials, equipment, components or completed work not complying may be rejected by the Town representative, and shall be replaced by the Contractor at no additional cost to the Town.
 9. **Performance Issues.** Contractor shall be required to correct all performance issues reported by the Town within two (2) business days. If requested by the Town, the Contractor shall provide a written report detailing the performance issue(s) and resolution.
 10. **Security.** The Contractor must provide security for the vehicles in such a manner and geographic location that will preclude their exposure to any security related incidents (i.e. theft, vandalism, conversion). In addition, at minimum, all vehicles must be stored in a lighted, enclosed area that will preclude exposure of Timnath Police Department vehicles to any security related incidents (i.e. theft, vandalism, burglary, conversion).
 11. **Experience.** Contractor shall have relevant experience required for the performance of the Services as outlined in this Scope of Work. The minimum experience required is three (3) years. Contractor’s personnel to be assigned to perform the services must be fully trained and, at minimum, have three (3) years relevant experience. All Contractor or Subcontractor personnel assigned to perform the services must be at least eighteen (18) years of age with a valid driver’s license. In addition to experience required to perform the Services, Contractor must have experience working with police upfitted vehicles. While the upfitted technology will be maintained by a separate Town vendor, Contractor must be knowledgeable about the complexities of upfitted vehicles to ensure no damage occurs to the vehicles or technology during the course of service performance. Experience working with police upfitted vehicles must be included in the experience section of the proposal.

12. **Location.** Contractor(s) must be located within fifteen (15) road miles of Timnath Town Center or Timnath Police Department and have a location of suitable size and personnel to handle the repair and maintenance of the fleet vehicles without undue delay. Timnath Town Center is located at 4750 Signal Tree Drive, Timnath, CO 80547. Timnath Police Department is located at 5601 E Harmony Road, Timnath, CO 80547.

The Town does not intend to set a minimum or maximum number of services required. The Town Vehicle Maintenance and Light Repairs Services Contractor may identify a maximum number of services they are capable of managing in their proposal.

Please be advised that by entering into an agreement with the Town for the requested Scope of Services, the Town is in no way obligated to use only the selected Contractor for Vehicle Maintenance and Repair Services, and that the Town may, at the Town's discretion, use other organizations for Town Vehicles Maintenance and Light Repairs Services.



TOWN OF TIMNATH
REQUEST FOR PROPOSAL (RFP)
COVER PAGE

4750 SIGNAL TREE DR.
 TIMNATH, CO 80547
 (970) 224-3211
 (970) 224-3217 – FAX

Solicitation Number: RFP2500253
Date: October 22, 2025
Title: Town of Timnath Vehicle Maintenance and Light Repair Services
Proposal Deadline: Friday, November 14, 2025 at 12:00pm Mountain Time

Proposals must be submitted via [Rocky Mountain e-Purchasing System \(BidNet\)](#).

For additional information, questions, or documents, please contact Stephanie Mas, Procurement Specialist, via phone at 970-224-3211 Ext. 1410 or email at smas@timnathgov.com.

Documents included in this package:

- 1 Cover Sheet
- 2 Specifications
- 3 General Terms and Conditions
- 4 Special Terms and Conditions

List of Attachments:

- 1 Sample Contract
- 2 Pricing Sheet

The undersigned hereby affirms that:

- (1) The signer is a duly authorized agent of the Contractor;
- (2) The signer has read all terms and conditions and specifications which were made available in conjunction with this Solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her Proposal;
- (3) The Proposal is being submitted on behalf of the Contractor in accordance with any terms and conditions set forth in this document;
- (4) The signer acknowledges and confirms the receipt of all Addenda issued for this Request for Proposal, including the following:
 - a. Addendum ___ Dated ___ / ___ / ___
 - b. Addendum ___ Dated ___ / ___ / ___
 - c. Addendum ___ Dated ___ / ___ / ___
 - d. Addendum ___ Dated ___ / ___ / ___
 - e. Addendum ___ Dated ___ / ___ / ___
 - f. Addendum ___ Dated ___ / ___ / ___
- (5) The Contractor will accept any awards made to it as a result of the Proposal submitted herein for a minimum of ninety (90) calendar days following the date of submission, and the signer understands and accepts that all contract awards are subject to acceptance of the terms of the Town's Standard Independent Contractor Agreement (ICA), a sample copy of which is attached to this Solicitation.

CONTRACTOR INFORMATION (PRINT OR TYPE INFORMATION)

Name of Company: John's 4x4 Center II LLC. DBA: REV Outfitters		
Address: 5002 Markeplace dr unit 103	City/State: Johnstown, CO.	Zip: 80534
Primary Contact Name: Austin Simons		Phone: 970-425-5831
Email: austin@revoutfitters.com		
Authorized Representative's Signature:		Title: Owner
Printed Name: Austin Simons		Phone: Cell: 970-219-2532
Email: austin@revoutfitters.com		Shop: 970-425-5831



Town of Timnath Vehicle Maintenance and Light Repair Services - Proposal Submission

By: REV Outfitters

Prepared by: Austin Simons - Owner

Section 1: RFP Cover Page

Please see the attached RFP Cover Page

Section 2: Contact Information

Business Name: John's 4x4 Center II LLC DBA: REV Outfitters
Address: 5002 Marketplace Dr Unit 103, Johnstown, CO. 80534
Phone Number: 970-425-5831

Emails:

Austin Simons - Owner - austin@revoutfitters.com
Tom Gloviak - Service Advisor - tom@revoutfitters.com
General Contact Email - hello2@revoutfitters.com

Section 3 - Certificate of Good Standing

Please see the attached Certificate of Good Standing

Section 4 - Availability

REV Outfitters confirms its full availability and readiness to undertake the fleet automotive repair scope of work. Our team is fully equipped with certified technicians,



diagnostic tools, and facilities capable of performing necessary services and maintenance that fleet vehicles require, both efficiently and punctually. We are prepared to begin work immediately upon authorization and will coordinate scheduling to ensure consistent service availability and operational continuity for our clients. REV Outfitters is committed to delivering reliable, high-quality repairs and maintenance that keep fleet operations running safely and efficiently.

Additionally, REV Outfitters is Northern Colorado's home for fleet maintenance, repair and upfitting. With fleet technicians on standby for priority scheduling, we keep our schedule open for fleet repair and maintenance in order to minimize vehicle down time. Our team is available and ready to help Monday through Friday, 7:30am to 5:00pm. After-hour support available at higher labor rates.

Section 5 - Approach

- 1. Vehicles:** We recognize that all of the vehicles listed under the scope are 4x4 or AWD. REV Outfitters has been specializing in domestic vehicles such as Jeep, Chevy, Ford, Dodge, Ram for over 40 years - specifically 4x4 and offroad vehicles where limitations are pushed and reliability is life or death. Our brand stands behind products that can handle the elements and stress used in emergency or fleet vehicles. Not only are we able to handle the repair and maintenance, our 4x4 and outfitting experience means we are knowledgeable about the modifications to special vehicles and maintain the skills necessary for correct geometry and heavy duty solutions for suspension, steering, and drivetrain. We are considered the go-to-shop for alignments from many other repair shops in Northern Colorado. We have been the expert in lighting, bumpers, winches and upfitting 4x4 vehicles with aftermarket parts and capabilities. This expertise goes hand in hand with fleet and emergency vehicle upfitting.
- 2. Frequency:** At REV Outfitters, our schedule is set up to allow fleets to take priority, whether its last minute repairs or scheduled maintenance based on



mileage or time. While vehicle service guides based on mileage steer us in the right direction for maintenance - we also perform a multi-point digital inspection shared instantly via our Shopware System. This allows the vehicle to tell us what items need to be addressed now and what can wait. All recommendations are outlined in detail with images and explanations that are ranked by severity, all viewable online by the customer - including from their mobile device.

3. **Service Type Requirements:** At REV Outfitters, we stay on the forefront of technology, with a fully equipped state of the art facility - we have the know-how and technology to perform the required services. With the exception of emissions testing, we can handle all of the services listed even for diesel vehicles. We have manufacturer specific diagnostic software and tools. Our alignment rack and software is the latest generation Hunter model.
4. **Completion of Services:** Part of our processes at REV Outfitters is transparency: After every inspection our team will provide pictures, videos and explanations of what the vehicle needs or doesn't need via our digital shop management system. This can be sent via email or text to several points of contact. Once the work is completed the work order will be sent via email in which it can be saved as a pdf. This PDF includes a detailed, itemized description of all recommendations, inspection findings, and the work that was completed at time of visit.
5. **Pricing:** Our team put together pricing for all services for each style of vehicle listed. While this is strictly an estimate based on the information we have in this scope document, we feel we have provided enough information for the bid (without knowing the vin to accurately source parts information). At time of service, we will provide a detailed itemized estimate including all parts and services.
6. **Service Time Requirements:** We understand how important vehicle down time impacts the fleet and our community. Our technicians are capable of completing



the listed maintenance services in the allotted time with repairs being performed as efficiently as possible.

7. **Standards:** At REV Outfitters we only use products that we can stand behind, and we understand the importance of reliability when it matters. We can assure you that we only install products that meet the demands and standards of the original manufacturer or based on the special use of the vehicle. Being a Certified NAPA Autocare, we source parts from NAPA - only if we deem them to be better than the OEM equivalent. Our team is determined to provide high end service - ensuring vehicles return to the customer cleaner than we received them. Guaranteeing no debris, dirt, nor waste is left in the vehicle from our team. Our location conforms to all regulations regarding supervision, clean up and proper disposal of any site work waste.
8. **Warranty:** Our warranty for OEM parts (dealership) is at a minimum - 1 year / 12,000 miles for parts and labor. Parts sourced from NAPA include a 3 year / 36,000 mile nationwide warranty redeemable from any certified NAPA Autocare Centers.
9. **Performance Issues:** REV Outfitters is 100% accountable for the parts and the work performed on any vehicle. We guarantee all performance issues related to the work we do will be addressed within 2 business days provided parts are available. We believe in transparency and will write a detailed report defining any performance issues and applicable resolution.
10. **Security:** REV Outfitters stores all vehicles inside the locked enclosed building outside of our normal operating hours. We utilize and monitor a security system with multiple high definition cameras and alarms - ensuring the safety of customer and fleet vehicles.
11. **Experience:** REV Outfitters is a trusted leader in fleet and specialty vehicle service and repair, known for our technical expertise and commitment to customer satisfaction. Our experienced technicians deliver precision diagnostics, preventative maintenance, and comprehensive repair solutions



designed to keep vehicles performing at their best. We combine advanced technology with hands-on craftsmanship to ensure every job meets the highest standards of quality and reliability. Our reputation is reflected in consistently positive customer reviews that highlight our transparency, professionalism, and dedication to getting the job done right the first time. At REV Outfitters, we take pride in building lasting relationships through dependable service and exceptional results.

Every member on our team is licensed, insured, and certified to perform every task. No member is below the age of 21 and all have a valid drivers license. All repair services outlined in the scope are services we perform everyday. Our team excels working on modified vehicles due our 4x4 expertise and fitting aftermarket solutions - including lighting, computer systems, power-adders, specialty drivetrain, and more.

We also have experience working with upfitted government vehicles, such as Boulder Police Department, City of Boulder Open Space, Boulder Mountain Fire, Lefthand Fire, 4 Mile Fire, and Estes Valley Fire. These services include bumper, winch installation, suspension modifications, snow plow installation, engine diagnostics, engine repair, and upfitted accessory wiring repairs and installation. We are confident we have the knowledge and experience to handle upfitted fleet vehicles.

12. Location:

We are located right off I-25 at Johnsons Corner (next to Lazy Days RV)

- a. Distance From Town Center = 12.8 Miles
- b. Distance From Timnath Police Department = 12.8 Miles
- c. 10,600 Square Foot Facility with State of the art equipment to handle Fleet needs. Vehicle hoists capable of handling up to a Ram 5500 or comparable. Trained, certified and professional staff.



Section 6 Relevant Experience:

REV Outfitters experience with local fire departments and other government agencies (Listed below). REV Outfitters' 4x4 and offroad experience has drawn government agencies to us organically due to the similar scope of fleet up-fitting and maintenance requirements. Our ability to think strategically for how the vehicle is used, or future modifications allows us to perform seamless installations throughout the life of the vehicle.

REV Outfitters specializes in the professional installation and wiring of advanced lighting systems and electronic components for fleet and specialty vehicles. Our team of certified technicians has extensive experience integrating custom electrical systems, including LED lighting, power management, communication equipment, and vehicle control interfaces. REV Outfitters has built over 40 years of connections within the aftermarket community increasing our resources for fleet upfitting as well as repairs. REV Outfitters has solutions that the typical repair shop may not be aware of - from OEM problem solving to specialty products in order to support the upfitted modifications. We follow industry best practices and OEM specifications to ensure clean, reliable, and safe installations that meet the demanding performance standards of fleet operations. REV Outfitters' meticulous approach to wiring and system integration delivers durable, high-quality results that enhance functionality, safety, and vehicle efficiency.

<ul style="list-style-type: none">● Boulder Police Department● City of Boulder Open Space● Boulder Mountain Fire● Lefthand Fire● 4 Mile Fire● Estes Valley Fire	<ul style="list-style-type: none">● Limelight Services● Front Range Water Heater and Excavating● Grabau Roofing
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Section 7 References:

Business Name	Contact	Contact #	Vehicle Type
Boulder Mountain Fire	Chief John Benson	303-440-0235	Chevy, Ford, Ram Trucks (1500-5500)
City Of Boulder Open Space	Luis Aldaba	720-415-2849	Ford Trucks F150-550
Lefthand Fire Protection Dist.	Chief Chris	720-214-0560	Ford - F550
Limelight Services	Jason Visnic	970) 218-9539	Sprinter Vans, Nissan Vans, Chevy Trucks 2500, Toyota Trucks
Front Range Water Heater and Excavating	Quinn Jackson	970-820-8013	Ram 3500, Sprinter Vans, VW Cars
Tolmar	Greg Mcginn	719-663-7957	Promaster Van

Note: please see our reviews online. Many are from our fleet customers.

Section 8 Pricing:

Please see the Attached Pricing Sheet

Note: please see our labor rate differs for diesel vehicles



Thank you for your consideration and time reviewing our proposal. As a family owned and operated business we understand the importance of serving our local community. We look forward to working with you.

*Sincerely,
Austin Simons and the REV Outfitters Team*

Pricing Sheet	2022 Ram 1500 5.7 Gas		2024 Ram 3500 6.4 Gas		2021 Ram 5500 6.7 Diesel		2025 Jeep Grand Cherokee 3.6 Gas		2024 Chevy Tahoe 5.3 Gas		2016 Ford Explorer 3.5 Non Turbo		2017 Ford Interceptor 3.5 Turbo	
		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Regular Oil Change		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Synthetic Oil Change (up to 6 Quarts)		N/A	N/A	N/A	N/A	N/A	N/A	\$100.09	NA	NA	N/A	N/A	N/A	\$84.94
Synthetic Oil Change (Over 6QTS)		\$134.83	\$110.46	\$184.53	\$184.53	\$184.53	N/A	N/A	\$99.55	\$114.42	\$114.42	N/A	NA	NA
Transmission Flushes		\$623.92	\$485.36	\$688.80	\$688.80	\$688.80	\$549.12	\$549.12	\$504.79	\$366.35	\$366.35	\$277.49	\$277.49	\$277.49
Coolant Flush		\$286.98	\$213.45	\$278.54	\$278.54	\$278.54	\$239.31	\$239.31	\$218.07	\$250.82	\$250.82	\$213.64	\$213.64	\$213.64
Fuel Induction Service		\$241.87	\$224.36	\$101.36	\$101.36	\$101.36	\$237.50	\$237.50	\$229.44	\$241.87	\$241.87	\$226.72	\$226.72	\$226.72
Differential Service		Front \$220.59 Rear \$259.63	\$476.94	\$287.17	\$287.17	\$287.17	\$213.92	\$213.92	\$214.64	\$255.26	\$255.26	\$205.16	\$205.16	\$205.16
O2 Sensors		1 Upstream \$229.30 1 Downstream \$218.52 (All 4 \$675)	\$854.29	N/A	N/A	N/A	\$816.44	\$816.44	\$809.64	\$912.93	\$912.93	\$781.00	\$781.00	\$781.00
Timing Chain		\$2,984.75	\$2,232.44	\$7,726.50	\$7,726.50	\$7,726.50	\$3,924.96	\$3,924.96	\$5,359.87	\$2,876.74	\$2,876.74	\$4,181.00	\$4,181.00	\$4,181.00
Water Pump		\$566.10	\$1,657.12	\$393.68	\$393.68	\$393.68	\$645.00	\$645.00	\$1,434.50	\$2,876.74	\$2,876.74	\$3,698.70	\$3,698.70	\$3,698.70
Fan Belt		\$147.12	\$333.85	\$251.31	\$251.31	\$251.31	\$210.90	\$210.90	\$254.52	\$161.40	\$161.40	\$237.98	\$237.98	\$237.98
Tune Up (wires, plugs)		\$556.21	\$1,006.76	NA	NA	NA	\$545.64	\$545.64	\$422.57	\$336.15	\$336.15	\$388.00	\$388.00	\$388.00
Fuel Rail		\$773.31	\$1,043.01	\$1,228.47	\$1,228.47	\$1,228.47	\$1,334.96	\$1,334.96	\$1,087.37	\$743.47	\$743.47	\$1,488.66	\$1,488.66	\$1,488.66
Air Filter		\$58.95	\$53.34	\$99.88	\$99.88	\$99.88	\$49.90	\$49.90	\$107.50	\$38.38	\$38.38	\$48.95	\$48.95	\$48.95
Cabin Air Filter		\$62.64	\$71.04	\$94.99	\$94.99	\$94.99	\$46.79	\$46.79	\$97.56	\$47.47	\$47.47	\$78.03	\$78.03	\$78.03
Mass Air Flow Sensor		\$230.39	\$170.94	\$348.77	\$348.77	\$348.77	\$156.30	\$156.30	\$206.28	\$291.08	\$291.08	\$190.82	\$190.82	\$190.82
ABS Module		\$611.68	\$741.91	\$742.74	\$742.74	\$742.74	\$837.03	\$837.03	\$1,294.85	\$1,171.17	\$1,171.17	\$1,113.23	\$1,113.23	\$1,113.23
Radiator Replacement		\$862.93	\$1,463.71	\$1,547.16	\$1,547.16	\$1,547.16	\$1,074.47	\$1,074.47	\$1,232.98	\$1,545.41	\$1,545.41	\$1,511.00	\$1,511.00	\$1,511.00
Tire Pressure Sensors		\$138.92	N/A	N/A	N/A	N/A	\$332.06	\$332.06	\$336.00	\$110.22	\$110.22	\$110.22	\$110.22	\$110.22
Mount/Balance/Install Tires		\$228.94	\$2,104.71	\$279.47	\$279.47	\$279.47	\$1,242.58	\$1,242.58	\$2,131.80	\$241.77	\$241.77	\$2,146.00	\$2,146.00	\$2,146.00
Alignment 4 Wheel		\$159.49	\$159.49	\$186.99	\$186.99	\$186.99	\$149.59	\$149.59	\$159.50	\$186.99	\$186.99	\$186.99	\$186.99	\$186.99
Tire Rotation		\$79.75	\$79.75	\$93.50	\$93.50	\$93.50	\$79.75	\$79.75	\$79.75	\$93.50	\$93.50	\$93.50	\$93.50	\$93.50
Front Control Arm		1 Front UCA \$415.99 Front Lower \$873.81	\$895.51	\$895.51	\$895.51	\$895.51	\$812.28	\$812.28	\$679.97	\$372.90	\$372.90	\$571.57	\$571.57	\$571.57
Shocks and Struts		Front Struts \$632.75 Rear Shocks \$378.00	\$736.34	\$1,201.95	\$1,201.95	\$1,201.95	\$1,968.24	\$1,968.24	\$1,877.23	\$1,323.08	\$1,323.08	\$1,687.00	\$1,687.00	\$1,687.00
Battery Replacement		\$294.43	\$275.84	\$487.88	\$487.88	\$487.88	\$378.45	\$378.45	\$519.26	\$299.22	\$299.22	\$394.41	\$394.41	\$394.41
Bulbs Headlight		\$161.34	\$102.18	\$103.42	\$103.42	\$103.42	\$419.12	\$419.12	\$1,946.00	\$103.42	\$103.42	\$103.42	\$103.42	\$103.42
Bulbs Taillights		\$65.00	\$65.00	\$83.03	\$83.03	\$83.03	\$104.62	\$104.62	\$255.18	\$83.03	\$83.03	\$83.03	\$83.03	\$83.03
Bulbs Blinkers		\$65.00	\$65.00	\$70.60	\$70.60	\$70.60	\$75.62	\$75.62	\$255.18	\$83.03	\$83.03	\$70.60	\$70.60	\$70.60
Windshield Wipers		\$61.93	\$62.34	\$61.93	\$61.93	\$61.93	\$567.26	\$567.26	\$1,433.75	\$398.23	\$398.23	\$820.25	\$820.25	\$820.25
Brakes (front and rear)		\$1,284.36	\$693.74	\$419.45	\$419.45	\$419.45	\$630.76	\$630.76	\$1,342.00	N/A	N/A	\$1,270.00	\$1,270.00	\$1,270.00
Rotors		See Above	\$2,077.76	\$1,028.91	\$1,028.91	\$1,028.91	\$202.46	\$202.46	\$207.40	\$207.40	\$207.40	\$207.24	\$207.24	\$207.24
Brake Fluid Flush		\$207.60	\$207.24	\$207.40	\$207.40	\$207.40	\$202.46	\$202.46	\$207.40	\$207.40	\$207.40	\$207.24	\$207.24	\$207.24

AC Fan motor	\$526.48	\$395.20	\$407.30	NA	\$299.95	\$326.20	\$306.85
AC Flush	\$191.39	\$245.66	\$246.51	\$318.24	\$440.30	\$255.02	\$338.54
Alternator	\$556.73	\$625.30	\$786.60	\$811.41	\$782.10	\$814.14	\$1,068.00
Belt Tensioner	\$213.71	\$472.42	\$218.45	\$303.33	\$243.12	\$296.48	\$353.56
Coolant Fan	\$843.86	\$556.77	NA	\$768.48	\$1,320.00	\$701.13	\$646.84
100,000-Mile Service	\$1,189.25	\$1,211.09	NA	\$1,144.88	\$1,776.00	\$880.74	\$3,635.00
Emissions Testing	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available
Motor Mounts / Transmission Mounts	\$1,903.00	\$1,515.39	\$1,729.16	\$2,004.17	\$1,890.71	\$359.29	\$1,182.00
Fluid Checks and Replenishments	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Brake	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Power Steering	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Radiator	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Automatic Transmission	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Front/Rear Axle Oil	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Transfer Case	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Battery Water Level	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Antifreeze	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt
Windshield Washer Fluid	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt	Free labor just cost per qt

Standard Rates	Hourly Rate
Fleet Repair	\$149.99
Diagnostics	\$189.99
Fleet Diesel Repair	\$174.99
After Hours	\$239.99

Notes	2022 Ram 1500 5.7 Gas	2024 Ram 3500 6.4 Gas	2021 Ram 5500 6.7 Diesel	2025 Jeep Grand Cherokee 3.6 Gas	2024 Chevy Tahoe 5.3 Gas	2016 Ford Explorer 3.5 Non Turbo	2017 Ford Interceptor 3.5 Turbo
Regular Oil Change				Synthetic Only			
Synthetic Oil Change (up to 6 Quarts)							
Synthetic Oil Change (Over 6QTS)	7QTS 0W20		12 QTS 0W40	5 Quarts		6 qts 5w20	
Transmission Flushes	8/9 Speed ATF full syn			8hp transmission requires special fluid			
Coolant Flush	18 ORTS coolant						
Fuel Induction Service			Fuel Additive tank				
Differential Service	75W90 Front & 75W140 Rear		Per Axle 75w85 Front 75w140 Rear				
O2 Sensors	Mopar Sensors	Front&rear		all 4 - 395.5 for 1	all 4	All 4	for both ford
Timing Chain	Timing chain kit w/ LOF & Coolant	Timing chain kit w/ gaskets, LOF & Coolant	requires Cam removal, cab removal possible	All tensioners, guides included	Would recommend Long Block given the labor time required		all Tensioners, guides, phasers etc. ford
Water Pump							
Fan Belt							
Tune Up (wires, plugs)	16 Spark Plugs	16 spark plugs					
Fuel Rail	Mopar fuel rail w/ injector orings				both rails		ford
Air Filter							
Cabin Air Filter							
Mass Air Flow Sensor	Mopar Sensor						
ABS Module	Mopar Unit						ford
Radiator Replacement	W/ Coolant		W/ 16 qts of coolant			With coolant 1.2 qts	ford
Tire Pressure Sensors	W/ Relearn			all 4			for one
Mount/Balance/Install Tires	W/ new valve stems		Dually mount and balance plus cost of tires		firehawk pursuit tires	plus cost of tires	firehawk pursuit AWS
Alignment 4 Wheel							
Tire Rotation	free on visit	free on visit	free on visit	free on visit	free on visit	free on visit	free on visit
Front Control Arm	Front Radius Arm					Front Lower	
Shocks and Struts	4 Shocks	4 Shocks	4 Shocks			2 Front Struts & 2 Rear Shocks	
Battery Replacement	1 Battery		2 batteries on truck				
Bulbs Headlight	High Beam & Low Beam (1 Side)	Halogen bulb	Per Headlight Bulb, 4 Bulbs total				
Bulbs Taillights		Need to know what type of Bed	Need to know What Bed				
Bulbs Blinkers		Per Side	Per Side				
Windshield Wipers	Front Pair (2)	Pair Front	Pair				
Brakes (front and rear)	Front & Rear pads & rotors & \$642 per axle	Front & Rear Pads & Rotors: \$2,771.50	Per axle		HD brakes are 4x the normal. 500 a brake pad set	Front Pad replacement Front pads & Rotors: \$617.71	
Rotors			W/ pads & rotors together \$1,197.97		includes labor for pads but not rotors		additional 1.2 hrs. does not include pads
Brake Fluid Flush							
AC Fan motor		Blower Motor	Blower motor			Front Blower motor	

AC Flush	Recharge is \$352.48 R1234YF	1.31 lbs R-134A	R134A 1.31lbs 2 alternators per truck, this is for the main	260Z R-1234yf		Re-charge w/ dye	Front and Rear
Alternator							
Belt Tensioner							
Coolant Fan	Mopar				both hd cooling		
100,000-Mile Service	LOF, Cabin & Air Filter, Tire Rotation, Coolant Flush & Spark Plugs	LOF, Cabin/Air Filters, Spark Plugs, Tire Rotation	oil change w/ front & rear differential fluids	90-100k miles	90-100k miles	Spark plugs, engine oil & filter, coolant flush, engine & air filter, tire rotation	16hrs to replace trans filter, recommended at this mileage
Emissions Testing							
Motor Mounts / Transmission Mounts						Front Pair	
Fluid Checks and Replenishments							
Brake							
Power Steering							
Radiator							
Automatic Transmission							
Front/Rear Axle Oil							
Transfer Case							
Battery Water Level							
Antifreeze							
Windshield Washer Fluid							

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Rev Outfitters

(Entity ID # 20251241551)

was filed in this office on 02/27/2025 with an effective date of 02/27/2025 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/10/2025 that have been posted, and by documents delivered to this office electronically through 11/12/2025 @ 10:15:55 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2025 @ 10:15:55 in accordance with applicable law. This certificate is assigned Confirmation Number 17877208 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

John's 4x4 Center II, LLC

is a

Limited Liability Company

formed or registered on 12/22/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20198023926 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/10/2025 that have been posted, and by documents delivered to this office electronically through 11/12/2025 @ 10:12:48 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/12/2025 @ 10:12:48 in accordance with applicable law. This certificate is assigned Confirmation Number 17877188 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

EXHIBIT B

INSURANCE REQUIREMENTS

It is the sole responsibility of the Contractor to ensure that insurance coverage(s) meet the requirements below. Failure to acquire and maintain adequate insurance coverage(s) shall not release the Contractor from liability under this Agreement.

General Requirements:

1. A waiver of subrogation and rights of recovery against the Town, its directors, officers, employees and agents is required for Commercial General Liability and Workers Compensation coverage.
2. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name the Town as an additional insured.
3. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the Town may carry.

Insurance Requirements:

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Scope, with policy amounts and coverage in compliance with Colorado State law.
2. Commercial General Liability Insurance with minimum limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 designated location, general aggregate. Such insurance will include coverage for contractual liability, personal injury and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to, to the extent applicable:
 - a. premises operations;
 - b. personal injury liability without employment exclusion;
 - c. limited contractual;
 - d. broad form property damages;
 - e. medical payments;
3. Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired automobiles used in connection with the performance of the Scope, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage.
4. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.











Town Vehicle Maintenance ICA REV 01.20.2026

Final Audit Report

2026-01-22

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✔ Agreement completed.

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