

**TOWN OF MEAD, COLORADO
RESOLUTION NO. 22- R-2024**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, AWARDING THE
BID AND APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE
TOWN OF MEAD AND DIETZLER CONSTRUCTION CORPORATION FOR
THE STEEL CORRUGATED DECK REPLACEMENT OF WCR 38 BRIDGE
OVER MEAD LATERAL CANAL (IFB 2024-003)**

WHEREAS, the Town of Mead (the “Town”) is authorized under C.R.S. § 31-15-101 to enter into contracts for any lawful municipal purpose; and

WHEREAS, the Town requires replacement of the steel corrugated deck of the WCR 38 bridge over the Mead Lateral Canal, as more particularly described in IFB No. 2024-003 (the “Project” or “Work”), and solicited bids for the Project in accordance with Colorado law by posting the IFB on the Rocky Mountain E-Purchasing System; and

WHEREAS, Town Staff has reviewed and evaluated all complete and responsive bids submitted, and is recommending award of the Project to the bidder whose bid is in the best interests of the Town; and

WHEREAS, it is the desire and intent of the Board of Trustees to award the construction agreement to the bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the Board of Trustees, after full consideration of the bids submitted and the recommendation of Town Staff presented at the February 26, 2024 regular meeting, finds that **Dietzler Construction Corporation**, a Wyoming corporation (the successful bidder, hereinafter “Contractor”), submitted the bid that has been determined to be in the best interests of the Town; and

WHEREAS, the Board further finds that it is in the best interests of the Town to award the bid for the Project to the Contractor in the not-to-exceed amount of **One Hundred Fifty-Nine Thousand Six Hundred Sixty and 25/100 Dollars (\$159,660.25)**, based on total cost and unit pricing set forth in the Contractor’s bid proposal, which includes all necessary labor, supervision, equipment, tools and materials for the Work to be performed; and

WHEREAS, the Town desires to enter into a construction agreement with the Contractor to have the Contractor perform the Work described with particularity in the IFB and contract documents for the benefit of the Town of Mead, which construction agreement shall be substantially in the form attached hereto as **Exhibit 1** (the “Construction Agreement”).

NOW THEREFORE, BE IT RESOLVED by the Town of Mead, Weld County, Colorado, that:

Section 1. The Board of Trustees hereby: (a) awards the Project to the Contractor in the not to exceed amount of **One Hundred Fifty-Nine Thousand Six Hundred Sixty and 25/100 Dollars (\$159,660.25)**; (b) authorizes the Town Attorney to make such changes as may be needed to correct any non-material errors or language or to negotiate such changes to the Construction Agreement as may be appropriate and that do not substantially increase the obligations of the Town; (c) authorizes the Town Public Works Director/Town Engineer to execute the Notice of Award for the Project and deliver a copy of said Notice of Award to the Contractor; and (d) authorizes the Mayor to execute the Construction Agreement on behalf of the Town on or after such date as the Contractor has delivered the executed Construction Agreement to the Town, together with the proof of insurance, performance bond, payment bond, and other documents specifically required by the IFB, the Construction Agreement, the Notice of Award, and other Contract Documents.

Section 2. Effective Date. This resolution shall become effective immediately upon adoption.

Section 3. Certification. The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

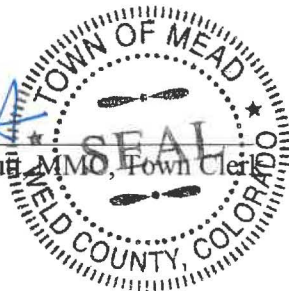
INTRODUCED, READ, PASSED, AND ADOPTED THIS 26TH DAY OF FEBRUARY, 2024.

ATTEST:

By



Mary E. Struth, Town Clerk



TOWN OF MEAD

By



Colleen G. Whitlow, Mayor

Exhibit 1
Construction Agreement
(Dietzler Construction Corporation)
[IFB 2024-003]

**SECTION 00501
TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT**

**Project Number: IFB 2024-003, Steel Corrugated Deck Replacement – WCR 38 Bridge over Mead Lateral Canal
Project (“Project”)**

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town” or “Owner”), and Dietzler Construction Corporation, a Wyoming corporation, whose principal office address is 5027 CR 7, Yoder, WY 82244 (the “Contractor”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“Bid Proposal”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders, and Addendum #1 to IFB 2024-003
2. Contractor’s Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. Performance Bond
5. Payment Bond

6. Bid Proposal
 7. Notice of Award
 8. Notice to Proceed
 9. Bid Bond (Minimum 10% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
 10. General Conditions
 11. The following documents if the box is checked:
 - ☒ Special Provisions
 - ☒ Design Documents, including all Drawings and Plans
 - ☒ Project Specifications
 - ☒ Addendums to Specifications and Standards
 - ☒ The following manual of construction design standards and specifications:
 - Town of Mead "Design Standards and Construction Specifications"
 - Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction"
- ☒ Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
- ☐ Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2024, or until the Scope of Work is completed. The Scope of Work shall be completed by May 1, 2024. Any work impacting ditch flows shall be completed prior to March 31, 2024.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

☒ If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$2,500.00 per day** for each day after the contract time frame expires.

☐ If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a *lump sum payment* of \$ _____ .00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of **ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED SIXTY AND 25/100 DOLLARS (\$159,660.25)** subject to adjustment as provided by the Contract Documents ("Contract Price"). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all

improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. ☐ If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$____,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond and a payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("Notice of Termination") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;

- c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.
- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or

fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead
 Attn: Town Manager
 441 Third Street,
 Mead, CO 80542
 Email: hmigchelbrink@townofmead.org

With a copy to: Michow Guckenberger McAskin LLP
 Attn: Mead Town Attorney
 5299 DTC Boulevard, Suite 300
 Greenwood Village, CO 80111
 Email: marcus@mcm-legal.com

Contractor: Dietzler Construction Corporation
 Attn: John Dietzler, President
 100 Gateway Circle
 Berthoud, CO 80513
 Email: jdietzler@dietzlerco.com

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY'S FEES: If the Contractor breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

24.00 RIGHTS AND REMEDIES: Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

26.00 NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

28.00 FORCE MAJEURE: Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

30.00 AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

31.00 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD:

☒ Board of Trustees (for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code)

ATTEST:

By:

Mary Strutt, Town Clerk



By:

Colleen G. Whitlow, Mayor

OR

☐ Town Manager (for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code)

By:

Helen Migchelbrink, Town Manager

Date of Execution: _____, 2024

[Contractor signature page follows]



CONTRACTOR: **DIETZLER CONSTRUCTION CORPORATION**, a Wyoming corporation

By: _____

Printed Name: John Dietzler

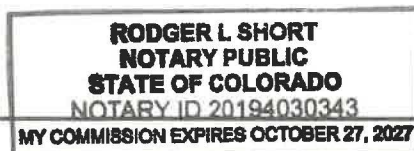
Title: Executive Vice President

STATE OF COLORADO)
COUNTY OF WELD) ss.

The foregoing Construction Agreement was acknowledged before me this 21st day of February, 2024,
by John Dietzler as
Executive Vice President of DIETZLER CONSTRUCTION CORPORATION, a
Wyoming corporation.

Witness my hand and official seal.

My commission expires: 10/27/27.



Rodger Short
Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-
202(2)(b)(IV))

EXHIBIT A
CONTRACTOR'S FORM OF BID


[See attached document]

**SECTION 00310
BID FORM**

Project: Town of Mead
Steel Corrugated Deck Replacement – WCR 38 Bridge over Mead Lateral Canal
Address: Town of Mead
Attn: Robyn Brown, Deputy Town Engineer
441 Third Street
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with The Town of Mead in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
1		2/12/2024

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the

Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current CDOT and Town of Mead Design Standards and Specifications.

SECTION 00310

Item No.	Description	Unit	QTY	Costs	
				Unit Price	Total Cost
202-00495	Removal of Portions of Present Structure (Special)	LS	1	\$23,000.00	\$23,000.00
210-0042X	Bridge Rail Repairs (Special)	LS	1	\$8,625.00	\$8,625.00
304-06007	Aggregate Base Course (Class 6)	CY	10	\$63.25	\$632.50
403-33741	Hot Mix Asphalt (Grading S)(75)(PG 64-22)	TON	29	\$534.75	\$15,507.75
509-50000	Corrugated Steel Bridge Plank (Special)	LS	1	\$73,025.00	\$73,025.00
626-00000	Mobilization	LS	1	\$25,070.00	\$25,070.00
630-00016	Traffic Control (Special) LS	LS	1	\$13,800.00	\$13,800.00
Total					\$159,660.25

one hundred fifty nine thousand six hundred sixty

twenty five

Dollars, and

Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

1.07 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. List of Project References; Résumé of General Manager & Superintendent
- C. List of Proposed Suppliers
- D. List of Proposed Subcontractors
- E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids.

1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:

A. General Information

- 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.

B. Project Experience

1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates

C. Experience of key personnel to be assigned to this project.

1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner
 - f. Reference information (two names with telephone numbers for each project)

D. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: February 14, 2024

If an Individual: _____

Doing business as: _____

If a Partnership: _____

By: _____
partner

If a Corporation: Dietzler Construction Corporation (a Wyoming
Corporation)

By: John Dietzler _____
Executive Vice President



Anthony S. Curcio - Director of Strategy
100 Gateway Circle, Berthoud CO 80513

TELEPHONE: 303-532-8860

EMAIL: jdietzler@dietzlerco.com

END OF SECTION

**SECTION 00410
BID BOND**

PROJECT: Town of Mead
Steel Corrugated Deck Replacement – WCR 38 Bridge over Mead Lateral Canal
IFB 2024-003

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, DIETZLER CONSTRUCTION CORPORATION hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposal that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

NOW THEREFORE, the Principal and [Insert name of Surety] AMERICAN ALTERNATIVE INSURANCE CORPORATION a corporation of the State of Delaware, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance for the initial term of the Agreement, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 14th day of January, 2024.



ATTEST

By [Signature]
Secretary

THE PRINCIPAL

DIETZLER CONSTRUCTION CORPORATION

100 Gateway Circle, Berthoud, Colorado 80513

Address

By RG

Town of Mead
Steel Corrugated Deck Replacement
WCR 38 Bridge over Mead Lateral Canal

00410-1

January 2024
IFB 2024-003

SIGNATURES If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY

WITNESS:

AMERICAN ALTERNATIVE INSURANCE CORPORATION

555 College Road East, P. O. Box 5241, Princeton, New Jersey 08543

By 
~~SECRET~~ Cynthia M. Burnett, Littleton, Colorado

By 
Attorney-in-Fact Douglas J. Fothey

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

CERTIFIED COPY**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 556 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Douglas J. Rothey; Cynthia M. Burnett; Kim Peyton; Wesley J. Byrnes; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1978, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



John Scarpello
John Scarpello, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1978, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 14th day of February, 2024



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



CONTRACTOR LICENSE

This certifies that Dietzler Construction Corporation has met the required qualifications and is licensed with Larimer County, Colorado.

License Number: CL2755

License Type: Specialized

Classification: Other

Date Issued: 02/15/2023

Expiration Date: 02/15/2025

Building Official:

Eric Fried



License Number: CL2755

Name: Dietzler Construction Corporation

License: Specialized Other

Issued: 02/15/2023

Expiration: 02/15/2025

Larimer County Building Services

200 W Oak Street

Fort Collins, CO 80521

970-498-7700

www.Larimer.org/Building

Building Official:

Eric Fried

BIDDER'S QUALIFICATIONS AND DATA

The signatory of this Statement guarantees the truth and accuracy of all statements and of answers to all questions herein. All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information. Failure to complete and return this Statement may render a bid non-responsive.

Name of Bidding Firm: Dietzler Construction Corporation

Main office address: 100 Gateway Circle , Berthoud CO 80513

Phone: 303-532-8860

Fax # _____

The Bidder is organized as a (corporation/partnership/other): Corporation
in the state of: Wyoming

Bidder's federal tax identification number (TIN): 20-4417078

General character of work performed by your organization and brief history of operations:

Dietzler Construction Corporation (DCC) has been a General Contractor partnering with Federal agencies, State DOTs, Counties, and Municipalities, to build infrastructure projects like roadways, bridges, and dams, water control structures.

Does your firm have any officer, director, or agent who is also an officer or employee of the Town of Estes Park? No

Are there any Town of Estes Park agents or employees who own, directly or indirectly an interest in the bidder's firm or any of its branches? No

Bonding Limit: \$ 20 Million

Bonding Company: American Alternative Insurance Corp. Phone # 606-951-8295

Address: 555 College Rd East Princeton, NJ 08543

The Town has a right to request financial statement(s) and other relevant information. Are you willing to submit such information at the Town's request? Yes

Submitted by: John Dietzler - EVP
(Person submitting bid)

Date: 02/14/24

Qualifications

1. How many years have you been in business under your present firm or trade name?
/ a. 12 Under other names? _____
2. Have you or your organization, or any office or partner thereof, failed to complete a contract?
a. ___ Yes X No
3. Within the last five years, has your organization been assessed liquidated damages for failing to complete a contract within the time specified?
a. ___ Yes X No
4. Has your organization been assessed any penalties for non-compliance violations of the Federal or State Labor laws and/or regulations within the last five years?
a. ___ Yes X No
5. Does your organization have any outstanding judgments, demands, or liens resulting from violating State Labor laws, Colorado Revised Statutes, Civil or Criminal decisions?
a. ___ Yes X No
6. Have there been any suits, liens, or surety claims against you or your organization over the past five years for non-payment of sums due subcontractors or suppliers for work completed?
a. ___ Yes X No
7. Has your organization been cited for violations of OSHA standards and requirements within the past five years?
a. ___ Yes X No
8. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any department or agency?
a. ___ Yes X No
9. Have you ever been debarred or suspended by a government from consideration for the award of contracts?
a. ___ Yes X No

Please explain all questions answered "yes" in the section above on a separate sheet of paper. Include where and why, if applicable. Note that your answers do not necessarily disqualify your bid. For example, it is not uncommon for contractors of large projects to be charged liquidated damages in certain cases.

Firm Background and Experience

- ❖ Total number of employees: 75+
- ❖ Total number of licensed professionals: 4
- ❖ Proposed Superintendent: Scott Crawford
Title: Superintendent
Relevant degrees and/or certifications: 25 years of experience, OSHA 30 , MSHA

❖ Principals

List directors, officers, owners, managerial employees, or partners, and identify the ownership interest of each:

Attached

❖ Experience

List the experience of the principal members of your organization. If preferred, resumes may be submitted in lieu of form entry.

Name: John Dietzler Title: Executive Vice President

Background/ Years' Experience: 20 years with Dietzler Companies

Relevant degrees and/or certifications: Licensed to practice Law in CO, WY, AZ, NE

Name: Marcin Gliszewski Title: Director of Project Management

Background/ Years' Experience: 25 years with Dietzler Companies

Relevant degrees and/or certifications: MSc Civil Engineering, OSHA, MSHA, ATSSA

❖ **Similar Projects**

List three projects of similar scope and budget to this project that your organization has performed work on:

Project Name: Fall River Trail Expansion (TAP & MMOF)

Cost: \$3,200,000.00 **Location:** Town of Estes Park, CO

Reference Name: Jeff Bailey P.E. - Town Engineer **Phone:** (970) 577-3586

Project Name: CR 47 - Larimer County

Cost: \$6,700,000.00 **Location:** Pinewood Springs - Big Elk Meadows, CO

Reference Name: Matt Johnson P.E - Larimer County Eng. **Phone:** 970-498-5724

Project Name: Boulder County - Hygiene Rd by Foothills Reservoir

Cost: \$1,100,000.00 **Location:** Longmont, CO

Reference Name: Alli Kelly - Boulder County Public Works **Phone:** (303) 441-3900

❖ **Contract(s) on Hand**

List projects your organization is undertaking that will be concurrent with the Town's bid schedule. Include the anticipated completion date.

Project Name: Poudre River Grade Control Structure Construction

Schedule: November 2023 - March 2024

Cost: \$1,100,000.00 **Location:** Fort Collins, CO

Subcontractor or Prime: Prime **Completion Date:** 03/31/24

Project Name: Juniper Ave Bridge Rehabilitation

Schedule: March 2024 - April 2024

Cost: \$440,000 **Location:** Boulder

Subcontractor or Prime: Prime **Completion Date:** 04/30/24

SUBCONTRACTORS AND SUPPLIERS RELATED DATA

For each Subcontractor to be utilized, please provide the following information (use additional sheets as necessary). Please indicate what percentage of the Work to be assigned.

Firm Name: Holcim - Aggregate Industries (720) 840-5457

Address: 1687 Cole Blvd Suite 300 Golden, Colorado USA, 80401

Proposed materials or work to be assigned: Aggregates

Firm Name: Martin Marietta (720) 245-6445

Address: 1627 Cole Boulevard, Suite 200 Lakewood, CO 80401

Proposed materials or work to be assigned: Hot Mix Asphalt

Firm Name: CONTECH Engineered Solutions 970-347-2203

Address: 19060 County Road 66 | Greeley, CO 80631

Proposed materials or work to be assigned: Corrugated Steel Bridge Plank

Firm Name: Ideal Fencing

Address: 5795 Ideal Drive | Erie, CO 80516

Proposed work to be assigned: Bridgerail

Firm Name: _____

Address: _____

Proposed work to be assigned: _____



Marcin P Gliszewski , M.Sc., Director, Project Management

Education

M.Sc., Civil
Engineering, Hydraulic Engineering
Gdansk University of Technology,
Poland, 1982

Training/Certifications

MSHA 40-Hour
OSHA Hazardous Waste Site
Supervisor
OSHA 40-Hour
SWANA- Landfill Gas System
Design Operation & Maintenance
Course
Confined Space Training
FRA On- Track Worker Safety
IPSCO Fushion Academy Graduate
ARC First Aid First Aid and Adult
CPR
Transportation Erosion Control
Supervisor
ATSSA - Traffic Control Supervisor

Recognition of Mr. Gliszewski
work by his peers include:
2005 Dietzler- Patrick Engineering
Inc. Distinguishing Trait Award –
Committed to Schedule
2007 Dietzler- Patrick Engineering
Inc. Distinguishing Trait Award –
Safety Focused
2014 Dietzler- Patrick Engineering
Inc. Distinguishing Trait Award

Patrick Eng. – 15 years
Dietzler Construction- 7 years

Mr. Gliszewski began his career in the construction industry in 1982. As Director of Project Management he manages all project managers in the company and the back-office technical and construction management operations.

- A. Location of the office – Berthoud, CO
- B. Proposed Responsibility – Project Director
- C. Estimated percent of time – 5%
- D. Background, relevant experience and education

Prior to joining Dietzler Construction Corp., he was a project engineer and manager of engineering and construction at Patrick Engineering Inc.
Recent and relevant projects experience includes:

CR 47 River Crossings *Larimer County, Lyons, CO - \$6,700,000*

The construction contract has been awarded to Dietzler Construction. Construction on the three stream crossings has begun with traffic being diverted through a one-lane temporary traffic signalized operation. Paving will occur in mid August 2022. Work consists of rebuilding and paving 2 miles of CR 47 including three crossings of the West Fork of the Little Thompson River in lieu of damages caused during September 2013 flooding. Responsible for overall project management.

LaPorte Dam Rehabilitation *Larimer & Weld Irrigating Company, LaPorte, CO - \$1,100,000*

Dietzler Construction was selected by the Owner to reconstruct its primary diversion structure for its irrigation system. Dietzler had completed many past dam rehabilitation projects for the Owner. The project was sensitive due to significant site access restrictions and the tight timeframe available for construction. The work was completed in just 3 months and completed on-time. Responsible for overall project management.

Timnath Reservoir Inlet Canal *The Cache La Poudre Reservoir Company Fort Collins, CO - \$4,200,000*

The Cache La Poudre Reservoir Company awarded Dietzler Construction the TRIC project in 2019. The project consisted of relocating the existing canal into a new 3,000 LF box culvert, backfilling the old and new canal, installation of storm drainage pipelines, waterline relocations, bridge demolition, roadway reconstruction, and significant water control efforts. Responsible for overall project management.

Greeley No. 2 Head Gate Modernization *New Cache La Poudre Irrigation Company – Fort Collins, CO - \$440,000*

Dietzler Construction was selected to construct a new headgate structure for one of New Cache La Poudre Irrigating Company's main canals off the Cache La Poudre. Responsible for overall project management.

Bonus Ditch Pump Station *Bonus Ditch Co, City of Longmont, CO - \$1,100,00*

The Bonus Ditch Pump Station involved constructing a new primary intake structure for the Bonus Ditch off the St. Vrain River. Responsible for overall project management.



**Larimer & Weld Irrigation Company Forebay and Service Bridge
and Weld Irrigation Company, Poudre River, Fort Collins - \$1,100,000**

Larimer

Dietzler Construction was selected to replace the Larimer & Weld Irrigation Company's forebay and service bridge at its primary diversion structure on the Cache La Poudre in Fort Collins, CO. The work included demolishing the existing forebay and service bridge, water control, dewatering, CIP concrete, piping and electrical. Dietzler heavily utilized precast concrete construction methods to construct many structural elements prior to the November 1 canal shut off date. By utilizing precast construction methods, Dietzler was able to accelerate the construction schedule and place the canal back in service well before the contract completion time, allowing LWIC to resume pulling free water from the Cache La Poudre. Responsible for overall project management.

LR9 Bridge Replacement **Larimer County, Fort Collins CO - \$847,270**

Dietzler Construction constructed a 38-foot bridge over the Larimer County Canal. The project included new bridge approached with hot mix asphalt for a total of 342 feet. The work involved earthwork, caisson drilling, structural concrete, prestressed concrete 36"x18" box girders, asphalt paving, riprap, guardrail installation, drainage pipe and fencing. Responsible for overall project management.

West Creek **Larimer County, Glen Haven, Colorado - \$1,207,300**

Dietzler Construction was awarded the West Creek Bridge Repairs project by Larimer County in 2016. During the 2013 flood, three small bridges along West Creek were washed away. Dietzler Construction constructed new concrete box culverts at the old bridge locations and constructed detour roads at each crossing to allow for continuous traffic flow through the area. The tight canyon added to the Project's complexity, necessitating careful trucking and crane operations. Responsible for overall project management.

Flood Control Project- East Side Detention Facility **Boxelder Basin
Regional Stormwater Authority, c/o Pinnacle, Fort Collins, CO-\$7,922,700**

The ESDF project was the Authority's largest flood control project to date and was constructed to significantly reduce the flood risk to the downstream cities of Fort Collins and Timnath and removed over 1500 acres from Boxelder Creek's flood plain. The project consisted of a 1.5-mile clay core embankment dam and large inlet and outlet box culverts running under the county roads that bound the project to the north and south. Construction feature included: significant ground water control. Onsite material engineering, over 33,000 SY of TRM, over 11,000 CY of riprap, 490,000 CY of cut and fill, construction of a 1,000- foot spill way and cutoff wall, and roadway reconstruction and paving. Responsible for scheduling and coordinating all on-site work activities.

Ivanhoe Lake Dam Emergency Rehabilitation **The Busk-Ivanhoe Water
System Authority, Ivanhoe Lake, Pitkin County, CO**

Construction services included construction layout, supervising fill placement and compaction, concrete placement, aggregate preparation and placement, liner installation, toe drain installation and televising, weir installation, emergency spillway construction, and troubleshooting during construction. Dam rehabilitation was performed on an emergency schedule to meet the client needs. Responsible for scheduling and coordinating all on-site work activities.



Scott Crawford, Superintendent

Education

Thornton High School,
Thornton, CO

Training/Certifications

MSHA

OSHA 30

Excavation Competent Person

Management Training Series

Confined Space Training

PEC Basic

Safeland USA

PEC-H2S Clear

ARC First Aid First Aid and Adult

CPR

City Of Denver Water Service

Supervisor

City Of Denver Drainlayer

Supervisor

Mr. Crawford began his career in the construction industry in 1995. As Manager of water and sewer supply company. In 2000 made a change to construction field management. Since then he has been involved in several aspects of projects including, operating heavy equipment, excavation and backfill, pipe installation and testing, water diversion, ground water control measures, project scheduling, material and equipment procurement and field management

- A. Location of the office – Berthoud, CO
- B. Proposed Responsibility - Superintendent
- C. Estimated percent of time – 25%
- D. Background, relevant experience and education

In 2015 Mr. Crawford joined Dietzler Construction Corp as a superintendent.
Relevant projects experience includes:

CR 47 River Crossings **Larimer County, Lyons, CO - \$6,700,000**

The construction contract has been awarded to Dietzler Construction. Construction on the three stream crossings has begun with traffic being diverted through a one-lane temporary traffic signalized operation.

Work consists of rebuilding 3 miles of CR 47 including three precast box culvert crossings of the West Fork of the Little Thompson River in lieu of damages caused during September 2013 flooding. Scott is the superintendent on the project.

West Creek **Larimer County, Glen Haven, Colorado - \$1,207,300**

Dietzler Construction was awarded the West Creek Bridge Repairs project by Larimer County in 2016. During the 2013 flood, three small bridges along West Creek were completely destroyed. Dietzler Construction constructed 3 new concrete box culverts at the old bridge locations and constructed separate detour roads at each crossing to allow for continuous traffic flow through the working area. The tight canyon added to the Project's complexity, necessitating careful trucking and crane operations. Scott was the superintendent for the project.

Flood Control Project- East Side Detention Facility **Boxelder Basin Regional Stormwater Authority, c/o Pinnacle, Fort Collins, CO-\$7,922,700**

The ESDF project was the Authority's largest flood control project to date and was constructed to significantly reduce the flood risk to the downstream cities of Fort Collins and Timnath for future land development and removed over 1500 acres from Boxelder Creek's flood plain. The project consisted of a 1.5 miles of clay core embankment dam and large box culvert inlet and cast in place box culvert outlet crossing under two county roads that bound the project to the north and south. Construction features included: significant ground water control. Onsite material engineering, over 33,000 SY of TRM, over 11,000 CY of riprap, 490,000 CY of cut and fill of onsite materials, construction of a 1,000- foot spill way and cutoff wall, and roadway reconstruction and paving. Scott was the superintendent for the project.