



PACKET MODIFICATIONS

October 29, 2025

Addition of the following pictures handed out, not included in the original packet:

- *Board Signed Thank You Letters Regarding the Downtown Planters to Christina Patterson, Joanna Wellington, and Shane Smith.*
-



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Christina Patterson
381 Price Rd.
Paonia, CO 81428

Dear Christina,

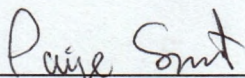
The Town of Paonia would like to thank you for your unwavering work and time spent watering the downtown Paonia planters on the weekends and holidays this summer/fall and every day during the summer/fall of 2024.

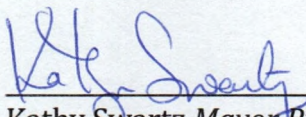
It's your many weeks of service during some of the hottest days Paonia has ever experienced that kept these stunning planters flourishing. The volunteer efforts of you and Shane Smith are what made these gorgeous planters and this important beautification of downtown Paonia possible.

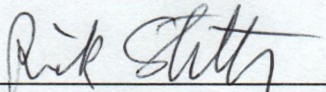
The planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

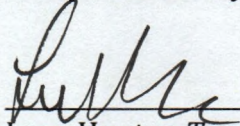
We're planning to have the Town's Public Works staff water the planters daily during the 2026 growing season alleviating you from being responsible for any watering. Please know that we would not be at this point where these beautiful planters are a priority for the Town and Trustees if you hadn't provided so much of your time to care for and maintain them.

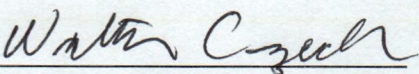
With sincere gratitude,

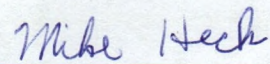

Paige Smith, Mayor

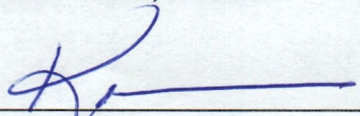

Kathy Swartz Mayor Pro-Tempore


Rick Stelter, Trustee


Lucy Hunter, Trustee


Walter Czech, Trustee


Mike Heck, Trustee


Karen Tarnow, Trustee



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Joanna Wellington
President
Paonia Garden Club
39962 Panorama Rd.
Paonia, CO 81428

Dear Joanna,

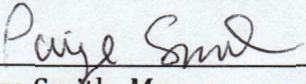
The Town of Paonia thanks you and your members for your generous donation of \$300 to Paonia Farm and Home to provide flowers for this summer's Grand Avenue planters.

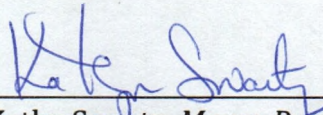
The beautiful planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

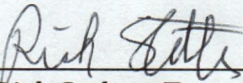
We are so appreciative of your thoughtful donation, which made it possible for the Town to be able to fill our otherwise empty planters, along with the hard work of volunteers Shane Smith and Christina Patterson. You have indicated that the Paonia Garden Club would be interested in volunteering next year to help as needed with Town beautification. Our Administrator, Stefen Wynn will contact you to follow-up on creation of a volunteer committee.

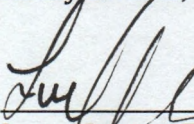
We would also like to congratulate the Paonia Garden Club on celebrating its 75th year.

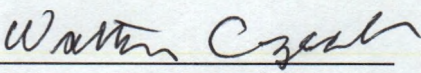
With sincere gratitude,

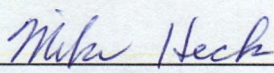

Paige Smith, Mayor

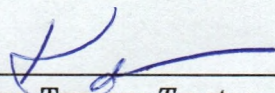

Kathy Swartz, Mayor Pro-Tempore


Rick Stelter, Trustee


Lucy Hunter, Trustee


Walter Czech, Trustee


Mike Heck, Trustee


Karen Tarnow, Trustee



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Shane Smith
PO Box 69
Paonia, CO 81428

Dear Shane,

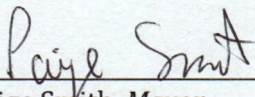
The Town of Paonia thanks you tremendously for designing and planting the downtown Paonia flower planters in the summer/fall of 2024 and this summer/fall. We also appreciate that you donated many of the plants that you grew yourself and included them in the planters.

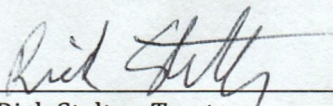
The volunteer efforts of yourself and Christina Patterson are what made these gorgeous planters and this important beautification of downtown Paonia possible. Additionally, your plantings in 2024 were appreciated enough that the Paonia Garden Club donated funds to Paonia Farm and Home to be used for buying plants selected by you in 2025.

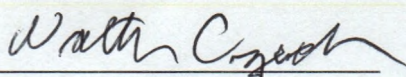
The planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

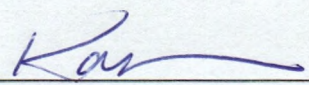
In 2026 we're planning to establish a partnership with the Paonia Garden Club utilizing their members as volunteers to help with the Town of Paonia beautification and we'd be forever grateful to have your continued assistance with designing and planting the planters in 2026. The Town is planning to have the Town's Public Works staff water the planters daily during the 2026 growing season alleviating the need for volunteer watering. Please know that we would not be at this point where these beautiful planters are a priority for the Town and Trustees if you hadn't provided so much of your time and expertise in their creation and maintenance.

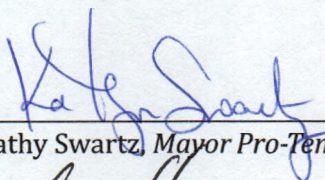
With sincere gratitude,

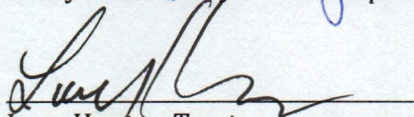

Paige Smith, Mayor

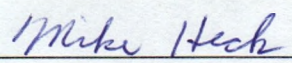

Rick Stelter, Trustee


Walter Czech, Trustee


Karen Tarnow, Trustee


Kathy Swartz, Mayor Pro-Tempore


Lucy Hunter, Trustee


Mike Heck, Trustee



Town of Paonia
214 Grand Avenue
Tuesday, October 28, 2025 6:30 PM
Town Board Agenda
<https://us02web.zoom.us/j/82092284693>
Meeting ID: 820 9228 4693

Public Participation: Please raise your hand and wait to be recognized by the Mayor, come to the podium and state your name and whether you live in town or out of town. Time limit is 3 minutes, one time per item, there are instructions at the podium for the timer light. Please direct all comments to the Mayor. No responses will be made by staff or Board during the meeting.

Please be respectful and help to maintain decorum by not engaging in derogatory and/or demeaning statements or public displays.

A) Roll Call

B) Approval of Agenda

C) Announcements

The Town is accepting applications for an open seat on the Zoning Board of Adjustments. The ZBoA only meets when public hearings are scheduled for it and is a quasi-judicial board. You do not have to be an in-town resident to serve on this board. Applications are due to the Town Clerk by November 5, 2025. Please note that the first regular meeting in November has been rescheduled to be held MONDAY, November 10, 2025, at 6:30pm. Town offices will be closed Tuesday, November 11, 2025, in observance of Veterans Day.

D) Public Comment

Any topic not included under Actions & Presentations; 3-minute time limit.

E) Consent Agenda

- 1) October 14, 2025, Regular Board Meeting Minutes
- 2) License Renewals
 - a) Liquor License Renewal for Edfoodyo LLC dba NIDO
- 3) October 28, 2025 Disbursements

F) Staff Reports

- 1) Department Score Card
- 2) FY 2026 Positions Caps
- 3) Public Works monthly Report

G) Actions & Presentations

Public comments must be related to the agenda item, 3-minute time limit.

- 1) **Presentation:** Wright Water Engineers, Inc.: Hydrogeological Study — Final Presentation

- 2) Consideration of Appointing a Planning Commission Member
- 3) Consideration of Thank You Letters Regarding the Downtown Planters
- 4) Sole Source Culvert for Steward Ditch Company
- 5) RFQ 2025-05 I.T. Managed Services Decision

H) Mayor & Trustee Reports

- 1) Ad Hoc Short Term Rentals Committee

I) Adjournment

As Adopted by:
Town of Paonia, Colorado
Resolution No. 2017-10 – Amended May 22, 2018

I. Rules of Procedure

Section 1. Schedule of Meetings. Regular Board of Trustees meetings shall be held on the second and fourth Tuesdays of each month, except on legal holidays, or as re-scheduled or amended and posted on the agenda prior to the scheduled meeting.

Section 2. Officiating Officer. The meetings of the Board of Trustees shall be conducted by the Mayor or, in the Mayor's absence, the Mayor Pro-Tem. The Town Clerk or a designee of the Board shall record the minutes of the meetings.

Section 3. Time of Meetings. Regular meetings of the Board of Trustees shall begin at 6:30 p.m. or as scheduled and posted on the agenda. Board Members shall be called to order by the Mayor. The meetings shall open with the presiding officer leading the Board in the Pledge of Allegiance. The Town Clerk shall then proceed to call the roll, note the absences and announce whether a quorum is present. Regular Meetings are scheduled for three hours, and shall be adjourned at 9:30 p.m., unless a majority of the Board votes in the affirmative to extend the meeting, by a specific amount of time.

Section 4. Schedule of Business. If a quorum is present, the Board of Trustees shall proceed with the business before it, which shall be conducted in the following manner. Note that all provided times are estimated:

- (a) Roll Call - (5 minutes)
- (b) Approval of Agenda - (5 minutes)
- (c) Announcements (5 minutes)
- (d) Recognition of Visitors and Guests (10 minutes)
- (e) Consent Agenda including Approval of Prior Meeting Minutes (10 minutes)
- (f) Mayor's Report (10 minutes)
- (g) Staff Reports: (15 minutes)
 - (1) Town Administrator's Report
 - (2) Public Works Reports
 - (3) Police Report
 - (4) Treasurer Report
- (h) Unfinished Business (45 minutes)
- (i) New Business (45 minutes)
- (j) Disbursements (15 minutes)
- (k) Committee Reports (15 minutes)
- (l) Adjournment

* This schedule of business is subject to change and amendment.

Section 5. Priority and Order of Business. Questions relative to the priority of business and order shall be decided by the Mayor without debate, subject in all cases to an appeal to the Board of Trustees.

Section 6. Conduct of Board Members. Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the

appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion, asking a question or making a suggestion are not counted as speaking in a debate.

Section 7. Presentations to the Board. Items on the agenda presented by individuals, businesses or other organizations shall be given up to 5 minutes to make a presentation. On certain issues, presenters may be given more time, as determined by the Mayor and Town Staff. After the presentation, Trustees shall be given the opportunity to ask questions.

Section 8. Public Comment. After discussion of an agenda item by the Board of Trustees has concluded, the Mayor shall open the floor for comment from members of the public, who shall be allowed the opportunity to comment or ask questions on the agenda item. Each member of the public wishing to address the Town Board shall be recognized by the presiding officer before speaking. Members of the public shall speak from the podium, stating their name, the address of their residence and any group they are representing prior to making comment or asking a question. Comments shall be directed to the Mayor or presiding officer, not to an individual Trustee or Town employee. Comments or questions should be confined to the agenda item or issue(s) under discussion. The speaker should offer factual information and refrain from obscene language and personal attacks.

Section 9. Unacceptable Behavior. Disruptive behavior shall result in expulsion from the meeting.

Section 10. Posting of Rules of Procedure for Paonia Board of Trustees Meetings. These rules of procedure shall be provided in the Town Hall meeting room for each Board of Trustees meeting so that all attendees know how the meeting will be conducted.

II. Consent Agenda

Section 1. Use of Consent Agenda. The Mayor, working with Town Staff, shall place items on the Consent Agenda. By using a Consent Agenda, the Board has consented to the consideration of certain items as a group under one motion. Should a Consent Agenda be used at a meeting, an appropriate amount of discussion time will be allowed to review any item upon request.

Section 2. General Guidelines. Items for consent are those which usually do not require discussion or explanation prior to action by the Board, are non-controversial and/or similar in content, or are those items which have already been discussed or explained and do not require further discussion or explanation. Such agenda items may include ministerial tasks such as, but not limited to, approval of previous meeting minutes, approval of staff reports, addressing routine correspondence, approval of liquor licenses renewals and approval or extension of other Town licenses. Minor changes in the minutes such as non-material Scribner errors may be made without removing the minutes from the Consent Agenda. Should any Trustee feel there is a material error in the minutes, they should request the minutes be removed from the Consent Agenda for Board discussion.

Section 3. Removal of Item from Consent Agenda. One or more items may be removed from the Consent Agenda by a timely request of any Trustee. A request is timely if made prior to the vote on the Consent Agenda. The request does not require a second

or a vote by the Board. An item removed from the Consent Agenda will then be discussed and acted on separately either immediately following the consideration of the Consent Agenda or placed later on the agenda, at the discretion of the Board.

III. Executive Session

Section 1. An executive session may only be called at a regular or special Board meeting where official action may be taken by the Board, not at a work session of the Board. To convene an executive session, the Board shall announce to the public in the open meeting the topic to be discussed in the executive session, including specific citation to the statute authorizing the Board to meet in an executive session and identifying the particular matter to be discussed "in as much detail as possible without compromising the purpose for which the executive session is authorized." In the event the Board plans to discuss more than one of the authorized topics in the executive session, each should be announced, cited and described. Following the announcement of the intent to convene an executive session, a motion must then be made and seconded. In order to go into executive session, there must be the affirmative vote of two thirds (2/3) of Members of the Board.

Section 2. During executive session, minutes or notes of the deliberations should not be taken. Since meeting minutes are subject to inspection under the Colorado Open Records Act, the keeping of minutes would defeat the private nature of executive session. In addition, the deliberations carried out during executive session should not be discussed outside of that session or with individuals not participating in the session. The contents of an executive session are to remain confidential unless a majority of the Trustees vote to disclose the contents of the executive session.

Section 3. Once the deliberations have taken place in executive session, the Board should reconvene in regular session to take any formal action decided upon during the executive session. If you have questions regarding the wording of the motion or whether any other information should be disclosed on the record, it is essential for you to consult with the Town Attorney on these matters.

IV. Subject to Amendment

Section 1. Deviations. The Board may deviate from the procedures set forth in this Resolution, if, in its sole discretion, such deviation is necessary under the circumstances.

Section 2. Amendment. The Board may amend these Rules of Procedures Policy from time to time.

Town of Paonia
214 Grand Avenue
Tuesday, October 14, 2025 6:30 PM
Town Board Meeting Minutes

RECORD OF PROCEEDINGS

Mayor Smith calls the meeting to order at 6:30 PM.

Roll Call

Present:

Mayor Smith
Trustee Czech
Trustee Heck
Trustee Stelter
Trustee Tarnow

Absent:

Mayor Pro-Tem Swartz
Trustee Hunter

Approval of Agenda

Trustee Stelter makes a motion to approve the agenda. Seconded by Trustee Heck.

The motion carries unanimously.

Announcements

Mayor Smith announced open seats on the Planning Commission (for in-town residents) and the Zoning Board of Adjustment (open to non-residents), with applications due to the Town Clerk by October 22, 2025. She also thanked Public Works for completing the new fence at the Town parking lot.

Public Comment

No in-person or via Zoom public comments were received.

Consent Agenda

- September 23, 2025 Regular Meeting Minutes
- October 14, 2025 Disbursements

Trustee Stelter makes a motion to accept the Consent Agenda. Seconded by Trustee Heck.

The motion carries unanimously.

Staff Reports

1) Town Administrator/Treasurer

Town Administrator Wynn provides the Staff update. Topics included the Town Attorney Buckner's guidance on handling public meeting disruptions and updates on the approved security camera project; the primary Budget-to-Actuals variance was driven by timing lags on grant/loan reimbursements for water projects (like the Water Tank Relining and Western Loop), a situation expected to normalize as the Administrator processes drawdowns and \$126k in grant funds already received are officially posted.

Departmental scorecard is discussed and updates provided.

Trustee Czech asked about the status of the Pan American repair project. Town Administrator Wynn responded that it is currently with the engineer, and that DOLA raised concerns about providing additional funding without clarification on why existing funds could not be used.

2) Police Chief

Police Laiminger reported a well-managed Mountain Harvest Festival with few issues, issued public safety guidance on cougar sightings, completed required training courses, and participated in the K-8 "Buddy Bench" project promoting student inclusion.

3) Public Works Director

Public Works Director Poulos reported that discussions with Hidden Valley HOA on water service issues are ongoing, the state's lead line inventory project will involve minor excavation near meters, and engineers are finalizing a low-cost design for the Pan American/Stewart Ditch crossing while funding options are explored.

Actions & Presentations

1) Consideration of November 11, 2025 Board of Trustees Regular Meeting

Town Administrator Wynn noted that the November 11 Board of Trustees meeting falls on Veterans Day and suggested either canceling or rescheduling. He recommended holding a meeting to address upcoming budget discussions and potential decisions related to the Stewart Ditch repair and a year-end budget amendment for unexpected expenses of approximately \$150,000.

Mayor Smith supported rescheduling rather than canceling, citing the need to approve disbursements, conduct the Town Administrator's performance appraisal in Executive Session, and maintain regular meeting cadence. She proposed combining the meeting with a budget workshop.

Following discussion, the Board agreed to reschedule the regular meeting from Monday,

November 11 to Monday, November 10, beginning with a budget workshop at 5:30 p.m. followed by the regular meeting at 6:30 p.m.

Trustee Czech makes a motion to have a budget workshop on Monday, October 10th at 5:30 PM, followed by a rescheduled Board of Trustees meeting at 6:30 PM. Seconded by Trustee Heck.

The motion carried unanimously.

2) Consideration of Resolution 24-2025 Reauthorizing Participation in the Rural Jump Start Program

Administrator Wynn presented Resolution 24-2025 to renew the Town's participation in the Rural Jump-Start Program, which offers tax incentives to attract new qualifying businesses. No local businesses have yet participated, but renewal keeps the option open for future development.

Trustee Tarnow makes a motion to approve the resolution re-authorizing participation in the Jump Start program. Seconded by Trustee Stelter.

The motion carried unanimously.

3) Review and Consideration of DRAFT FY-2026 Budget

Town Administrator Wynn presented the draft FY26 budget for Board discussion. The proposal includes a 2% cost-of-living adjustment and up to 3% merit increase, with updated cross-fund allocations. Health insurance premiums are projected to rise 13.5%, while vision remains flat and dental increases are employee paid.

Staffing adjustments include a proposed full-time Front Desk Assistant, continued use of contracted project management in place of a Town Project Manager, creation of a Community Services Officer shared between Administration and Police, and three seasonal Parks Labor positions.

Trustee Stelter makes a motion for a 10-minute recess. Seconded by Trustee Czech.

The motion carried unanimously.

The Mayor reconvenes the meeting at 8:48 PM.

Key project and fund highlights:

- New line items for tree and right-of-way maintenance (~\$50k).
- Safe Streets for All grant (\$294k with \$75k match).
- Fifth & Grand project (~\$3.8M, mostly grant-funded).
- Police fleet replacement plan (1–2 vehicles).
- Water Fund continuing the multi-year rate plan, with ongoing grants and loans for

major projects.

- Wastewater Fund holding rates flat, with updated chemical and aerator costs.
- Sanitation exploring yard-waste partnerships, standardized bins, and a future truck lease-purchase in 2027.

Staff total approximately 23.9 full-time employees. A budget workshop is planned for November 10 prior to the regular meeting.

No action taken.

Mayor & Trustee Reports

1) Ad Hoc Short-Term Rentals Committee

Town Administrator Wynn updates the Board No recent meetings; timeline window was limited; more when Mayor Pro-Tem Swartz returns. He also reminds the Board that they approved a 6-month extension on the moratorium of enforcement.

Adjournment

Mayor Smith adjourned the meeting at 9:14 PM.

Samira M. Vetter, Town Clerk

Paige Smith, Mayor



**TOWN OF PAONIA
BOARD OF TRUSTEES MEETING
STAFF REPORT**

AGENDA ITEM:	Consent Agenda • Edfoodyo LLC dba NIDO
SUBMITTED BY:	Ruben Santiago – Deputy Clerk
DATE:	10/17/2025
BACKGROUND:	Finding of Facts: • Local licensing fees have been paid and all required renewal paperwork & the payment to the DOR is in the custody of the Clerk's Office. • The Administrative offices have no issues or concerns with the license renewal. • The Police Department has no issues or concerns with the license renewal. • The Public Works department has no issues or concerns with the renewal.
BUDGET:	\$250.00 Towards 10-32-01 – Liquor Licenses.
RECOMMENDATION:	All legal requirements have been met for the renewal of this license.
ATTACHMENT:	• 20251008 25-115 Edfoodyo LLC dba NIDO Liquor License Renewal_Redacted.pdf • Edfoodyo LLC - Certificate of Good Standing.pdf • 20251008 25-115 Edfoodyo LLC - ToP Receipt.pdf

DR 8400 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Submit to Local Licensing Authority

NIDO
40160 MATHEWS LANE
Paonia CO 81428

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$ 75.00
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 836-

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.



Paid by check



Paid Online

Uploaded to MoveIt on Date

Licensee Name

EDFOODYO LLC

Doing Business As Name (DBA)

NIDO

Liquor License Number

03-17793

License Type

Hotel & Restaurant (city)

Sales Tax License Number

39196342-0003

Expiration Date

12/18/2025

Due Date

11/03/2025

Business Address

Street Address

201 GRAND AVENUE

Phone Number

9705271056

City, State, ZIP Code

Paonia CO 81428

Mailing Address

Street Address

40160 MATHEWS LANE

City, State, ZIP Code

Paonia CO 81428

Email

edfoodyo@gmail.com

Operating Manager

Ed Vaughn

Date of Birth

Home Address

Street Address

Phone Number

City

State

ZIP Code

Paovoa,

Co

81428

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

*If rented, expiration date of lease

☒ Rented*

3/31/2027

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☒ Yes ☐ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☒ Yes ☐ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☒ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....

☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....

☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Ed Vaughn

Title

Owner manager

Signature



Date (MM/DD/YY)

10/8/25

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

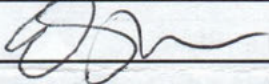
DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Ed Vaughn

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

 Ed Vaughn, edfoodys LLC dba nudo

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

edfordgo LLC

Social Security Number/Tax Identification Number

83-388 6047

Home Phone Number

[REDACTED]

Business/Work Phone Number

970 527 /056

Street Address

201 Grand Ave

City

Paonia

State

CO

ZIP Code

81428

Printed name of person signing on behalf of the Applicant/Licensee

Ed Vaughan

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

[Signature]

Date Signed

10/8/25

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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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,

edfoodyo LLC

is a

Limited Liability Company

formed or registered on 03/15/2019 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 20191227354 .

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 10/17/2025 @ 11:27:11 .

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 10/17/2025 @ 11:27:11 in accordance with applicable law. This certificate is assigned Confirmation Number 17794000 .



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."

Town of Paonia
PO Box 460
214 Grand Avenue
Paonia CO 81428-0460

(970) 527-4101

Receipt No: 1.000187643

Oct 8, 2025

Edfoodyo LLC (Nidos)

Previous Balance:	.00
App. Fees, Licenses - Liquor License Renewal for 2025	250.00

Total:	250.00
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Check	Check No: 322	250.00
Total Applied:		250.00

Change Tendered:	.00
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10/08/2025 10:47 AM

PAID

OCT - 8 2025

TOWN OF PAONIA
214 GRAND AVENUE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
AB ELECTRIC LLC								
1357	AB ELECTRIC LLC	1031	New Junction Boxes	10/06/2025	1,437.61		10-46-70 CAPITAL OUTLAY	10/31/2025
Total AB ELECTRIC LLC:					1,437.61			
AFLAC								
749	AFLAC	418641	AFLAC ACH	10/15/2025	97.08		10-0225 AFLAC COVERAGE	10/31/2025
Total AFLAC:					97.08			
AMAZON BUSINESS								
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	208.72		10-46-16 OPERATING SUPPLIES	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	5.25		10-45-25 SHOP EXPENSE	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	5.25		10-46-25 SHOP EXPENSE	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	10.50		60-50-25 SHOP EXPENSE	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	10.50		70-51-25 SHOP EXPENSE	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	10.50		80-52-25 SHOP EXPENSE	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	212.89		60-50-77 MACHINERY & EQUIPMENT	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	65.37		80-52-16 OPERATING SUPPLIES	10/31/2025
1341	AMAZON BUSINESS	14GJ-QY6M-1	Public Works Supplies	10/01/2025	83.96		70-51-16 OPERATING SUPPLIES	10/31/2025
Total AMAZON BUSINESS:					612.94			
Archuleta, Benny								
1245	Archuleta, Benny	ARCH9-2025	ORC Services Aug 2025	10/01/2025	750.00		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025
1245	Archuleta, Benny	ARCH9-2025	ORC Services Aug 2025	10/01/2025	750.00		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025
Total Archuleta, Benny:					1,500.00			
Bolinger & Queen Inc								
14	Bolinger & Queen Inc	158014	Stewart Ditch Repair	09/09/2025	66,538.47		10-45-70 CAPITAL OUTLAY	10/31/2025
Total Bolinger & Queen Inc:					66,538.47			
Bruin Waste								
1307	Bruin Waste	1093615	Watertank Portable Toilet	10/15/2025	99.75		60-50-24 RENTALS	10/31/2025
Total Bruin Waste:					99.75			

PS 102.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
CDPHE								
22	CDPHE	FGD20250285	Drinking Water Fee 07.2025 to 06.	10/15/2025	525.00		60-50-32 FEES & PERMITS	10/31/2025
Total CDPHE:					525.00			
CIRSA								
23	CIRSA	INV1002561	Property Insurance	10/01/2025	1,651.42		10-41-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	14,743.14		10-42-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	1,423.64		10-45-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	1,281.79		10-46-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	3,290.24		60-50-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	3,287.05		70-51-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	INV1002561	Property Insurance	10/01/2025	2,682.34		80-52-27 INSURANCE & BONDS	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	159.53		10-41-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	2,511.78		10-42-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	1,484.93		10-45-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	257.62		10-46-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	583.86		60-50-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	377.70		70-51-10 WORKMENS COMPENSATIO	10/31/2025
23	CIRSA	WINV1000739	Workers Compensation Coverage	10/01/2025	2,014.38		80-52-10 WORKMEN'S COMP	10/31/2025
Total CIRSA:					35,749.42			
City Of Grand Junction								
673	City Of Grand Junction	103019	Wastewater Samples	10/13/2025	138.00		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025
Total City Of Grand Junction:					138.00			
COLORADO WATER RESOURCES & POWER DEVELOP								
1380	COLORADO WATER RESOURC	D08F212 - 093	LOAN D08F212 PAYMENT - 0930	09/30/2025	10,885.93		60-50-55 LOAN PRINCIPAL	10/31/2025
1380	COLORADO WATER RESOURC	D08F212 - 093	LOAN D08F212 PAYMENT - 0930	09/30/2025	785.77		60-50-56 LOAN INTEREST	10/31/2025
1380	COLORADO WATER RESOURC	DBS25F262 - 0	New Loan Payment for CIP Phase	09/30/2025	67,253.19		60-50-50 Water Power Authority Loan	10/31/2025
Total COLORADO WATER RESOURCES & POWER DEVELOP:					78,924.89			
Column Software PBC								
1183	Column Software PBC	8DFD59D8-012	10.23.2025 Custom Notice	10/15/2025	10.80		10-41-30 PUBLISHING & ADS	10/31/2025
Total Column Software PBC:					10.80			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Delta County Landfill								
56	Delta County Landfill	9.30.2025 STA	Landfill Fee	09/30/2025	3,812.75		80-52-42 LANDFILL FEES	10/31/2025
Total Delta County Landfill:					3,812.75			
Delta Montrose Electric Assn.								
43	Delta Montrose Electric Assn.	3080095000-1	Electric Bills Aug/Sept 2025	10/06/2025	1,301.67		60-50-28 UTILITIES	10/31/2025
43	Delta Montrose Electric Assn.	3080095000-1	Electric Bills Aug/Sept 2025	10/06/2025	38.43		10-46-28 UTILITIES	10/31/2025
43	Delta Montrose Electric Assn.	3080095000-1	Electric Bills Aug/Sept 2025	10/06/2025	126.76		10-41-28 UTILITIES	10/31/2025
Total Delta Montrose Electric Assn.:					1,466.86			
Dependable Lumber, Inc.								
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Work - Sidewalks	09/30/2025	20.99		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Work - Water	09/30/2025	4.29		60-50-22 REPAIRS & MAINTENANCE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Work - Town Park Bathroo	09/30/2025	17.58		10-46-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Curbs/Fence/Posts	09/30/2025	316.42		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Curbs/Fence/Posts	09/30/2025	105.48		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Jordan Tool Box	09/30/2025	9.99		60-50-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Jordan Tool Box	09/30/2025	9.99		70-51-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Paint Pen for Trash	09/30/2025	9.18		80-52-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Maintenace Book	09/30/2025	1.19		10-45-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Maintenace Book	09/30/2025	1.20		10-46-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Maintenace Book	09/30/2025	1.20		80-52-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Maintenace Book	09/30/2025	1.20		60-50-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Maintenace Book	09/30/2025	1.20		70-51-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Leaf Vac	09/30/2025	7.89		10-45-22 REPAIRS & MAINTENANCE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Sawsall, dewalt me	09/30/2025	5.79		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Grinding Wheels	09/30/2025	9.99		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Grinding	09/30/2025	19.98		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Fence TH	09/30/2025	493.51		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Temp tank repair	09/30/2025	31.23		60-50-72 CAP OUTLAY-Water Tank Reli	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - TH fence	09/30/2025	291.96		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Wokrs - TH fence	09/30/2025	18.30		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - 94 Chevy	09/30/2025	2.24		10-45-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - 94 Chevy	09/30/2025	2.25		10-46-23 VEHICLE EXPENSE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Temp Tank Drain	09/30/2025	37.75		60-50-72 CAP OUTLAY-Water Tank Reli	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - TH Fence	09/30/2025	711.62		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Trimming Trees	09/30/2025	21.99		10-46-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Streets	09/30/2025	5.69		10-45-16 OPERATING SUPPLIES	10/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - paint spraye, moun	09/30/2025	10.28		10-45-16 OPERATING SUPPLIES	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Water	09/30/2025	7.98		60-50-22 REPAIRS & MAINTENANCE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Water	09/30/2025	7.49		60-50-22 REPAIRS & MAINTENANCE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Parks	09/30/2025	1.39		10-46-22 REPAIRS & MAINTENANCE	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Wokrs - TH fence	09/30/2025	2,315.30		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
46	Dependable Lumber, Inc.	9.30.2025 STA	Public Works - Water	09/30/2025	20.96		60-50-22 REPAIRS & MAINTENANCE	10/31/2025
Total Dependable Lumber, Inc.:					4,523.50			
EAGLE WASH								
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	37.23		10-42-23 VEHICLE EXPENSE	10/31/2025
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	19.35		10-45-23 VEHICLE EXPENSE	10/31/2025
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	19.36		10-46-23 VEHICLE EXPENSE	10/31/2025
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	19.36		80-52-23 VEHICLE EXPENSE	10/31/2025
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	19.36		60-50-23 VEHICLE EXPENSE	10/31/2025
1367	EAGLE WASH	1019	Car Wash Services	10/18/2025	19.36		70-51-23 VEHICLE EXPENSE	10/31/2025
Total EAGLE WASH:					134.02			
Elevate Fiber								
986	Elevate Fiber	1198710-10082	Internet - Acct. 1198710 10082025	10/08/2025	10.00		10-45-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	1198710-10082	Internet - Acct. 1198710 10082025	10/08/2025	10.00		10-46-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	1198710-10082	Internet - Acct. 1198710 10082025	10/08/2025	19.99		60-50-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	1198710-10082	Internet - Acct. 1198710 10082025	10/08/2025	19.98		70-51-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	1198710-10082	Internet - Acct. 1198710 10082025	10/08/2025	19.98		80-52-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	1277710-1008	Internet - Acct. 1277710 1008202	10/08/2025	79.95		70-51-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	271710-10082	Internet - acct. 271710 10082025	10/08/2025	129.94		60-50-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	66210-100820	Internet - acct 66210 - 10082025	10/08/2025	40.00		10-41-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	66210-100820	Internet - acct 66210 - 10082025	10/08/2025	40.00		10-42-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	66210-100820	Internet - acct 66210 - 10082025	10/08/2025	79.99		60-50-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	66210-100820	Internet - acct 66210 - 10082025	10/08/2025	79.98		70-51-29 TELEPHONE & INTERNET	10/31/2025
986	Elevate Fiber	66210-100820	Internet - acct 66210 - 10082025	10/08/2025	79.98		80-52-29 TELEPHONE & INTERNET	10/31/2025
Total Elevate Fiber:					609.79			
ENVIRO-CHEM ANALYTICAL INC								
1221	ENVIRO-CHEM ANALYTICAL IN	14171243	Sample Testing	10/14/2025	65.30		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025
Total ENVIRO-CHEM ANALYTICAL INC:					65.30			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Hellman Motor Company								
80	Hellman Motor Company	556186	FB5Z 6068 D: Housing	10/14/2025	132.86		10-42-23 VEHICLE EXPENSE	10/31/2025
Total Hellman Motor Company:					132.86			
MEGAN BARDESSONA								
1410	MEGAN BARDESSONA	0008	Paonia PD Stickers	10/22/2025	50.00		10-42-44 HUMAN SERVICES	10/31/2025
Total MEGAN BARDESSONA:					50.00			
Mesa County Public Health Regional Lab								
763	Mesa County Public Health Regio	16307	Water Samples	10/08/2025	25.00		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025
763	Mesa County Public Health Regio	16332	Water Samples	10/08/2025	25.00		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025
763	Mesa County Public Health Regio	16369	Water Samples	10/09/2025	25.00		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025
Total Mesa County Public Health Regional Lab:					75.00			
Mitchell and Company LLC								
1469	Mitchell and Company LLC	155408	SECURITY CAMERAS P_9113_C	08/26/2025	6,002.50		10-41-74 MACHINERY & EQUIPMENT	10/31/2025
1469	Mitchell and Company LLC	155408	SECURITY CAMERAS P_9113_C	08/26/2025	6,002.50		10-42-74 MACHINERY & EQUIPMENT	10/31/2025
1469	Mitchell and Company LLC	155408	SECURITY CAMERAS P_9113_C	08/26/2025	5,000.00		10-46-74 MACHINERY & EQUIPMENT	10/31/2025
1469	Mitchell and Company LLC	155408	SECURITY CAMERAS P_9113_C	08/26/2025	19,500.00		60-50-70 CAP OUTLAY-ENGINEERING	10/31/2025
1469	Mitchell and Company LLC	155408	SECURITY CAMERAS P_9113_C	08/26/2025	5,500.00		70-51-70 CAPITAL OUTLAY	10/31/2025
Total Mitchell and Company LLC:					42,005.00			
NAPA - Paonia Auto Parts								
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	4.63		10-45-22 REPAIRS & MAINTENANCE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	4.64		10-46-22 REPAIRS & MAINTENANCE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	747.80		10-45-42 SNOW REMOVAL	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	21.79		10-45-25 SHOP EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	18.04		10-46-25 SHOP EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	43.62		60-50-25 SHOP EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	43.58		70-51-25 SHOP EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	105.39		10-45-23 VEHICLE EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	137.95		10-46-23 VEHICLE EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	36.10		80-52-25 SHOP EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	114.45		10-42-23 VEHICLE EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	12.72		60-50-23 VEHICLE EXPENSE	10/31/2025
122	NAPA - Paonia Auto Parts	8198 - 093020	Napa Statement SEPTEMBER 20	09/30/2025	12.72		70-51-23 VEHICLE EXPENSE	10/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total NAPA - Paonia Auto Parts:					1,303.43			
New Focus HR								
1463	New Focus HR	4398	HR Consulting Svs 9/30/2025 - 10	10/16/2025	87.50		10-41-20 LEGAL, ENGINEERING & PR	10/31/2025
1463	New Focus HR	4398	HR Consulting Svs 9/30/2025 - 10	10/16/2025	87.50		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025
1463	New Focus HR	4398	HR Consulting Svs 9/30/2025 - 10	10/16/2025	87.50		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025
1463	New Focus HR	4398	HR Consulting Svs 9/30/2025 - 10	10/16/2025	87.50		80-52-20 LEGAL, ENGINEERING & PR	10/31/2025
Total New Focus HR:					350.00			
North Fork Service (Reedy's)								
141	North Fork Service (Reedy's)	PW SEPT 2025	WATER FUEL	09/01/2025	234.57		60-50-23 VEHICLE EXPENSE	10/31/2025
141	North Fork Service (Reedy's)	PW SEPT 2025	STREETS FUEL	09/01/2025	234.57		10-45-23 VEHICLE EXPENSE	10/31/2025
141	North Fork Service (Reedy's)	PW SEPT 2025	PARKS FUEL	09/01/2025	234.57		10-46-23 VEHICLE EXPENSE	10/31/2025
141	North Fork Service (Reedy's)	PW SEPT 2025	SANITATION FUEL	09/01/2025	234.57		80-52-23 VEHICLE EXPENSE	10/31/2025
141	North Fork Service (Reedy's)	PW SEPT 2025	WASTEWATER FUEL	09/01/2025	234.59		70-51-23 VEHICLE EXPENSE	10/31/2025
Total North Fork Service (Reedy's):					1,172.87			
Paonia Farm & Home Supply Inc								
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Fence	09/30/2025	12.58		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Fence	09/30/2025	17.99		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Office Bathrooms Snake	09/30/2025	8.33		10-45-16 OPERATING SUPPLIES	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Office Bathrooms Snake	09/30/2025	8.33		10-46-16 OPERATING SUPPLIES	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Office Bathrooms Snake	09/30/2025	8.33		10-41-16 OPERATING SUPPLIES	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Fence	09/30/2025	2.30		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Fence	09/30/2025	12.99		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
125	Paonia Farm & Home Supply Inc	9.30.2025 STA	Fence	09/30/2025	38.97		10-41-73 BUILDING IMPROVEMENTS	10/31/2025
Total Paonia Farm & Home Supply Inc:					109.82			
RESPEC Company LLC								
1124	RESPEC Company LLC	INV08250838	Paonia Water/WW General Engin	09/17/2025	138.75		60-50-69 CAPITAL OUTLY-Raw Water M	10/31/2025
1124	RESPEC Company LLC	INV08250838	Paonia Water/WW General Engin	09/17/2025	1,750.00		60-50-73 CAP OUTLAY-West Loop Impr	10/31/2025
1124	RESPEC Company LLC	INV08250839	Water CIP Phase 1 - Water Syste	09/17/2025	1,672.50		60-50-69 CAPITAL OUTLY-Raw Water M	10/31/2025
1124	RESPEC Company LLC	INV08250839	Water CIP Phase 1 - Water Syste	09/17/2025	4,732.50		60-50-73 CAP OUTLAY-West Loop Impr	10/31/2025
1124	RESPEC Company LLC	INV08250855	Sewer PNA	09/18/2025	1,347.50		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025
1124	RESPEC Company LLC	INV09250501	Sewer PNA	10/13/2025	2,027.50		70-51-20 LEGAL, ENGINEERING & PR	10/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total RESPEC Company LLC:					11,668.75			
Rhinehart Oil Co.								
1224	Rhinehart Oil Co.	149591CT	Trash Truck Bulk Fuel Sep 2025	09/30/2025	479.26		80-52-23 VEHICLE EXPENSE	10/31/2025
Total Rhinehart Oil Co.:					479.26			
Shums Coda Associates								
1170	Shums Coda Associates	19712	Plan review services	10/22/2025	960.00		10-43-20 LEGAL, ENGINEERING & PR	10/31/2025
Total Shums Coda Associates:					960.00			
Superior Fire Protection								
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	47.40		10-45-25 SHOP EXPENSE	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	47.40		10-46-25 SHOP EXPENSE	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	47.40		80-52-25 SHOP EXPENSE	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	47.40		70-51-25 SHOP EXPENSE	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	47.40		60-50-25 SHOP EXPENSE	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	120.00		10-45-16 OPERATING SUPPLIES	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	120.00		10-46-16 OPERATING SUPPLIES	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	120.00		80-52-16 OPERATING SUPPLIES	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	120.00		70-51-16 OPERATING SUPPLIES	10/31/2025
1215	Superior Fire Protection	10000336	Inspection Job 42062699 (7/10/20	10/03/2025	120.00		60-50-16 OPERATING SUPPLIES	10/31/2025
1215	Superior Fire Protection	10000472	Annual Fire Extinguisher Inspectio	10/03/2025	9.00		70-51-16 OPERATING SUPPLIES	10/31/2025
Total Superior Fire Protection:					846.00			
TDS Telecom								
156	TDS Telecom	10102025	TDS Internet and Communication	10/10/2025	237.71		60-50-29 TELEPHONE & INTERNET	10/31/2025
Total TDS Telecom:					237.71			
The UPS Store #5734								
1256	The UPS Store #5734	CU00265049 1	Water Sample Shipping	10/08/2025	73.22		60-50-17 POSTAGE	10/31/2025
Total The UPS Store #5734:					73.22			
UTILITY NOTIFICATION CENTER OF COLORADO								
1360	UTILITY NOTIFICATION CENTE	225091117	Locates Sept 2025	09/30/2025	18.69		60-50-20 LEGAL, ENGINEERING & PR	10/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1360	UTILITY NOTIFICATION CENTE	225091117	Locates Sept 2025	09/30/2025	18.68	70-51-20	LEGAL, ENGINEERING & PR	10/31/2025
Total UTILITY NOTIFICATION CENTER OF COLORADO:					37.37			
Grand Totals:					255,747.47			

Board Meeting Date: _____

Town Administrator: _____

Finance Committee/Mayor: _____

Finance Committee/Trustee: _____

Trustees: _____

Date Reviewed: _____

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
TOWN ADMINISTRATOR'S OFFICE						
Personnel Policy and Handbook Updates	The Town recently contracted with New Focus HR to begin the process of updating personnel policies and the employee handbook. Draft is complete and under review by TA&T and Clerk. Once complete, DH's will review, and then presented to Staff for any questions.	Staff Time	7.17.23	10.12.2025	Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems; Organizational Excellence and Staff Development	
Ordinance for Consecutive Systems (Water Companies)/Agreements with Water Companies	At a minimum an agreement with water companies that describes expectations from the town, expectations from the water companies/subdivisions, indemnification, and insurance requirements should be considered to reduce liability to the town. Further discussion with the Water Attorney is necessary. Standardized IGA with Water Companies with clauses for maintenance and increasing bulk water rates for non-compliance/if Water Company chooses to have the town complete maintenance. Town Attorney working on Draft Agreement for Hidden Valley water company. Multiple Water Companies have requested formalized agreements with the Town. Hidden Valley has replied that they do not want to enter into a new agreement with the Town but would rather add a supplement to the agreement with the Town taking on additional responsibilities for meter reading and billing without fixing or repairing their system. Being Considered with Code Revision from Sustainable Futures. Collaborative Approach to Consecutive Systems TBD September - December. Creation of Paonia Water System Coalition, TBD August 2025. With a water attorney on staff, we can now schedule with Consecutive Water Systems for a coalition. First Meeting with Hidden Valley HOA on reasons why we need to be cautious when considering any deactivation as a consecutive system with CDPHE.	Staff Time (for actual agreements there will be a fee from attorney review TBD)	7.11.23	10.9.2025	Pristine Infrastructure and Critical Facilities; Communications and Records Management	
Code Re-Write	If funded by DOLA grant, then an RFP will need to be issued to meet the competitive bid requirement. Scheduled a phone call with a separate consulting firm to get a budget figure on price for DOLA grant for 8.28.23, once budget price received, will submit to DOLA for their consideration. Received Council Approval for \$25,000 Match from DOLA Admin Grant on 9.14.23. Submission of Grant on 9.15.23. Resubmitted Grant information to DOLA on 11.22.23. RFQ will be live in 2024 after grant funding is awarded and approved. RFP will be made live on 2.5.24 RFP Consultant selection/decision being made on 4.23.2024. Work has begun on code rewrite, sustainable futures selected as consultant. Special Meeting held on 8/20/2024 for feedback from Trustees on Code Rewrite. Need to ask for extension on the project from DOLA. Consultant is awaiting completion of Comprehensive Plan to finalize code adjustments as of 1.22.2025. The Comprehensive Plan has been submitted to the consultant so that the code rewrite can restart. Updated contract submitted by consultant to the Town with additional public input sessions. consideration of contract to be at the 10.28.2025 meeting - increased expense to approx. \$75k.	\$38,000	7.11.23	10.12.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
Creation of a Municipal Comprehensive Emergency Management Plan	Town staff have worked closely with a county-wide Hazard Mitigation Plan with Delta County Emergency Management and as approved by FEMA and state regulators. The Town needs a specific emergency management plan to the town for continuity of operations. This will be the winter activity for the Town Administrator after the budget is complete. Will be on list of 2026 projects to accomplish.	Staff Time	1.1.2025	10.12.2025	Organizational Excellence and Staff Development; Communications and Records Management; Safe and Resilient Community	
Sort/Dispose of Box of Outdated Bank Info	Old checks, old accounts were found in the vault that date back decades. The accounts are no longer active and the box needs to be reviewed and destroyed.	Staff Time	2/5/2025	7.18.2025	Communication and Records Management	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
FINANCE DEPARTMENT						
Add Community Development Module to Caselle	Board of Trustees approved a new module with Caselle for Community Development to track all permits issued by the town. Final step is building forms such as certificate of occupancy, event permits, etc. On the last step for setting this up, permit templates. Ran into Caelle issues but should be resolved now. In process of trying to reschedule when all key staff are available for training. Forms are done, waiting on property conversion. Community Development Module is up and running, Building records are being input into the system. The system records, applications, plan reviews, permits, inspections and certificates of occupancy. The Town has never had a system like this since its inception. Permits are now issued and tracked through the Caselle Community Development Module. Some issues with Caselle notifications of permits and payments connecting to permit numbers but currently being addressed by Caselle and additional Caselle training for staff underway.	≈\$20,000 with recurring annual costs (already paid, implementation is beginning)	7.1.24	10.07.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Add Purchase Order module with Caselle	With the adoption of a Purchasing Manual in September, the new process will include a three-way match requirement for purchase orders. Current purchase orders are tracked on a spreadsheet, but with the module they'll be tracked in Caselle. Requisitions/Purchase Order package has been purchased and is in initial setup. Module has been adding, working implementing with the new year. First PO being made if process runs smoothly can consider project complete. Purchase order system has been implemented in Caselle. Forms for Purchase Orders had not been fully completed by Caselle, have put in a ticket with Caselle to correct error per their instructions. Caselle closed ticket though we had been discussing, believe they were confused by forms questions regarding another module. Put in a new ticket with Caselle.	≈\$3,000 with recurring annual costs (already paid, implementation is beginning)	8.1.2024	10.08.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Meter Updates in Caselle	Working with Public Works department to check meter ids, endpoints in Caselle and change as many as possible to radio read. No recent meter changes due to sever cold. Project to resume in spring. Multiple meters, end points and/or encoders have been replaced over the Spring and Summer. PW has used most all of the parts that the Town had in stock and will need to order more to make further progress on this project.	Time and Materials, each meter installation cost is ≈\$1,400	5.27.24	9.19.2025	Pristine Infrastructure and Critical Facilities; Transparent, Secure and Accurate Financial and Administrative Systems	
Documenting Accounting and Utility Processes	Recording processes for water meter read input, utility billing, red tags, disbursement approval, printing checks for approved disbursements and other departmental tasks. Major department duties have been documented. Checking for smaller or new processes that still might need documentation. Payroll and Permits processes identified as needing to be documented as well. Progressing on both of these. Processes are continually updated and recorded for future use of Caselle system and to ensure continuity of operations if turnover were to happen.	Staff Time	7.1.24	7.18.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
Caselle Vendor Record Clean Up	Outdated vendors need to be closed out. Make sure all current and new vendors are set up correctly and have accurate W9 information on file. Handful of vendors updated. Making slow progress around other time sensitive projects.	Staff Time	2.5.2025	4.3.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records	
Caselle Implementation of Accounts Receivable Module	Working with Caselle and Town staff to set up invoices and forms. Training for staff to be scheduled with Caselle after implementation is completed. Town Administrator updated the module with Caselle and it is up and running with permissions set for appropriate staff to utilize the system. Invoices have been sent from this module, there was some errors on the Caselle set up or lack of communication amongst their staff so the delinquent notices and statements still need to be set up. Trying to schedule with needed staff/consultant from the Town and Caselle at this time.	\$1,050 with recurring annual costs (already paid, implementation is beginning)	11.26.2024	10.07.2025	Transparent, Secure and Accurate Financial and Administrative Systems	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Website Updates	Work with Clerks Department and Town Administrator to clean up and standardize the Town website. Progress is being made slowly around other more urgent projects. Website tracking sheet is being implimented to help track projects multiple staff are working on.	Staff Time	4.9.2025	10.08.2025	Communication and Records Management	
CLERK'S DEPARTMENT						
New SQL & Access Databases	Databases: Dog Tags (Completed and Live) - Need to update for 2025 and modify web pages for easier sorting. Completed SQL queries to sort 2024 vs 2025 for easier readability. Request to have it moved to our server has to wait until new server is aquired.	Staff Time	01.01.2024	10.08.2025	Organizational Excellence and Staff Development; Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
Create checklists for Clerk Duties	<i>Create checklists, for all permits, licensing, agenda, board meeting, record retention, new hires etc for consistency and thoroughness. Updating as we go concurrent with the training for new Deputy Clerk - Ongoing Collaborative project in Teams with Deputy Clerk; including other Deptments Heads as appropriate.</i>	Staff Time	7.19.23	10.6.2025	Organizational Excellence and Staff Development; Communication and Records Management	
New/Transfer Liquor License Packet	In process	Staff Time	10.10.24	8.22.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Disaster Recovery Plan for Records - to be included in a Municipal Comprehensive Emergency Management Plan		Staff Time	10.10.24		Organizational Excellence and Staff Development; Communication and Records Management, Safe and Resilient Community	
Laserfiche implementation	<i>Clerk and Deputy Clerk had a troubleshooting session around security, permissions and retention programming. Continuing to upload documents and schedule Professional Service time with specialists to set up workflows. Still waiting to schedule training but Clerk's Office has begun uploading documents, setting up retention schedules and familiarizing themselves with the system. Several staff members are actively working in Laserfiche and files and retention schedules are being set up as needed. All digitized Human Resources files have been moved to Laserfiche.</i>	\$11,257.50 first year with \$7757.50 annual from 2026 on	10.11.24	10.06.2025	Organizational Excellence and Staff Development; Communication and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
Create Internal Hiring Process	Created and implemented		9.10.2025	10.06.2025	Organizational Excellence and Staff Development, Safe and Resilient Community	9.23.2025
Outline and Implement New Hire Onboarding process	Complete. Introduced to Department Heads and live	Staff Time	2.4.2025	10.07.2025	Organizational Excellence and Staff Development; Communication and Records Management	10.07.2025
Registered Parliamentarian Ceritification	Still working through	Membership dues of around \$100.00	1/31/2025	10.07.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Apply for GMC	Certified Municipal Clerk Awarded	\$200	1/24/2023	04.14.2025	Organizational Excellence and Staff Development;	8.11.2025
Sidewalk for Business Use Permit Audit	<i>Renewal letters sent out and applications taken to new sidewalk users. Outstanding SBU's have been moved to next step.</i>		3.26.2025	8.15.2025	Transparent, Secure and Accurate Financial and Administrative Systems, Organizational Excellence and Staff Development	
Personnel File Audits and Uploads	Company property input into ADP, slowly digitising and organizing in ADP		4.3.2025	10.06.2025	Organizational Excellence and Staff Development; Pristine Infrastructure and Critical Facilities, Safe and Resilient Communities	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Develop Code Enforcement Process/Policy	Created and implemented in collaboration with Police Department, Clerk's Office and Town Attorney, actively used on complaint basis (form on Town website) from first notice through Municipal Court.		4.3.2025	9.23.2025	Organizational Excellence and Staff Development; Communication and Records Management	9.23.2025
Company Property Updates to ADP	<i>Complete</i>			9.23.2025	Transparent, Secure and Accurate Financial and Administrative Systems.	9.23.2025
Update Personnel Manual	Completed first review of Draft Personnel Manual		7.29.2025	10.20.2025	Organizational Excellence and Staff Development	
Annual Training Planning and Implementation	Setting up biannual training plan for all employees to meet CIRSA requirements	Staff Time	10.9.2025	10.09.2025	Organizational Excellence and Staff Development	10.15.2025
PUBLIC WORKS						
ADA Transition Plan	ADA report from MHAC inspection of Town Facilities is complete. PW Supervisor, Matt Taylor has begun fixing the low or no costs items. A larger discussion will be needed to acquire grant funding to update facilities to ADA compliance. Received a draft of transition plan, survey is effective as of now and will run until November.	≈\$30,000	8.1.23	10.12.2025	Organizational Excellence and Staff Development; Pristine Infrastructure and Critical Facilities	
Mays water availability.	Conveyance agreement with Bone Mesa for raw water coming off of Gelwick through the Town's pipe to the splitter box at Mays ON HOLD TILL FURTHER NOTICE	Staff Time (any rehabilitation will incur a cost TBD)		7.17.2024	Pristine Infrastructure and Critical Facilities;	
Construction standard update	Standards have been reviewed by Public Works. Waiting on final draft from respec - to add some changes before representing to BoT and an ordinance is drafted. Ordinance will amend construction standards in November and a Resolution will be passed in December with the new standards in place.	NTE \$21,600	2/2/2024	10.12.2025	Pristine Infrastructure and Critical Facilities;	
Finish NorthWest corner of skatepark.	Looking at options to finish the unfinished portion of the skatepark. ON HOLD UNTIL FURTHER NOTICE - Agreements with North Fork Rec need drafted and new budget season before resources are directed to the skate park. No current agreement with NFPPRD on the skate park now that substantial improvements have been made. BoT to decide whether or not this is something that they want to continue outsourcing or to bring back inhouse if inhouse, then no	Staff Time (any construction will incur a cost TBD)		10.12.2025	Pristine Infrastructure and Critical Facilities;	
Equipment and contract bids	Public works is currently seeking quotes for pavement milling (Samuel Wade Bridge contracted), asphalt rollers. PW is reaching out to Engineers to get a scope of work on bridge repairs as of 1.1.2025- Bridge grants are available and have been sent to Mary B. Grant is currently being worked on for major bridge repairs - pillars are also in need of rehabilitation.	≈\$500,000		10.12.2025	Pristine Infrastructure and Critical Facilities;	
Roof repair - Town Hall	Randy with Quality Cool Roofing Solutions inspected the job on 7/29/24. Elite Commercial Roofing will inspect the job on 8/2/24. Innovative Roofing was contacted as well with no response. Elite is the only contractor that sent a quote. It will be discussed int he 8/27/24 public meeting Repair was put on hold until spring/summer 2025. On improvement list for FY-2026.	≈\$60,000	7.29.24	10.12.2025	Pristine Infrastructure and Critical Facilities;	
Apple Valley Plumbing	Needs to be cameraed to see the extent of damage under the concrete flooring	≈\$2,500		1/23/2025	Pristine Infrastructure and Critical Facilities;	
WATER DEPARTMENT						

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Working on lead service line inventory	Inventory was incorrect. PW had to start almost all the way over. Fliers and door knocking to get information on people service lines. Jordan is working closely with WSP to get all addresses responses to the State	Staff Time	11/6/2023	10/24/2025	Pristine Infrastructure and Critical Facilities;	
Meter Audit	46 meter audits complete since Feb. 2024	Staff Time (replacements of meters TBD but ≈\$1,400/meter)	11.2023	1/24/2025	Pristine Infrastructure and Critical Facilities;	
WASTEWATER DEPARTMENT						
Utility Fee Study	Water and Sewer Rates need to be reviewed. 20-year cash flow analysis for water and upcoming restrictions on NPDES permit for wastewater necessitate increases in the rates for utilities. Proposed Rate increases on the Board agenda for December 12, 2023. RESPEC has been given a task order to complete a PNA for future funding in regards to the wastewater system, as part of the PNA a 20-year cash flow analysis will be completed which includes a utility fee study to cover the cost of debt financing repairs and improvements to the waste water collections and treatment systems. Put on hold until FY-2026 Budget is submitted.	≈\$15,000 (\$10,000 grant funding secured)	7.14.23	10.12.2025	Transparent, secure and accurate financial and Administrative Systems	
Aerator at the lagoon failure and disassembled	PW was approved to upgrade surface aeration at 3/11/25 meeting. New Aerators are installed and operational.	≈\$18,000	1.1.2025	10.12.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	7.30.2025
POLICE DEPARTMENT						
Compiling possible municipal code additions, subtractions, and combinations to address shortfalls in current muni code	Additions and updated ordinances have been submitted for code rewrite.	Staff Time	5/1/2023	10/1/2025	Organizational Excellence and Staff Development; Communication and Records Management	In Progress
Reactivation of Bicycle Patrol Unit	Equipment is being evaluated priced. Policies are being sourced for review, Officer participation is being gauged	Donated/Repurposed Eqpt/ <\$500	8/1/2024	10/1/2025	Safe and Resilient Community	In Progress
Reviewing possible municipal code fee/fine updates to address shortfalls in current muni code	Reaching out to other like sized or surrounding municipalities to compile fee and fine amounts.	UNK	4/1/2023	3/1/2025	Organizational Excellence and Staff Development; Communication and Records Management	Completed
Fan noise emanating from an exhaust fan at Paonia Care and Rehab	Sound readings are being taken with possible solutions being investigated and community members engaged.	Staff Time	8/1/2025	10/1/2025	safe and resilient community	In Progress
Verkada Security Cameras	Install date has been set as October 22/23	\$52,000	11/1/2022	10/1/2025	Safe and Resilient Community	In Progress
Patrol Car Lettering	All newer patrol cars have been lettered and updated. Only the one remaining Chevy patrol vehicle is in need of decals. Awaiting decal supplier on site quote.	<\$1000	7/30/2024	10/1/2025	Organizational Excellence and Staff Development -	In Progress
ESS Security Training	Department Staff are continuing to take the ESS trainings and work towards the 630 Point minimum point threshold	Staff Time	5/1/2023	10/1/2025	Safe and Resilient Community	Continuous
Implementation of Spillman FLEX	Waiting on arrival of laptops to install software and begin training/onboarding	\$25,121.24	3/1/2023	10/1/2025	Communications and Records management; Safe and Resilient Community	In Progress

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Red Dot Sights for Service Weapons	Red dot sights have been delivered. Sights are being mounted on service weapons and training will be the next phase.	\$4,203.54	7/1/2024	10/1/2025	Safe and Resilient Community	In Progress
Updated OHV Ordinance	Public safety committee has met and compiled a list of possible updates. Updated ordinance has been drafted and reviewed by legal. Electric Vehicle regulations are being considered for addition to the OHV ordinance	Staff Time	9/1/2024	3/1/2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	In Progress
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th						
Construction Timeline	An RFP must be updated for Federal requirements after receiving the RAISE Grant for \$1.88MM. Once completed, the project will go out to bid the Fall/Winter with construction scheduled to begin in Spring 2026. CM RFQ going out the week of 10.14.2025	≈\$2,900,000	7.17.23	10.12.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Temporary Construction Easements	Temporary Construction Easements have been secured. There is one hold out that we will continue to attempt to get signed so that we can give the property owner a concrete driveway apron. Completed all easements have been received and cleared by CDOT.	Included in Construction Cost	1.1.2025	7.18.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	7.31.2025
Funding	The Town received Safe Routes to School funding (\$872,825.00) and Revitalizing Main Streets funding (\$1,010,592.00) for a total CDOT grand award of \$1,883,417.00. The Town also received a federal BUILD (RAISE) Grant for the project for \$1,884,901.00. This brings the total grant funding for 5th and Grand Avenue to \$3,768,318 with a required Town match of \$30,182.00	Engineers Opinion of Cost: \$2,925,675.00	7.18.2025	7.18.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Hydrogeological Study						
Wrightwater Engineering / Hydrogeological	Wrightwater initial site visit to the springs. Spent 3 days on the mountain gathering data. Brush Clearing is set for this Spring. WWE gave a presentation to the Board about the spring boxes and how we plan to gather more raw water. Study will be conducted Spring 2025. WWE engineering to continue the project with the loss of lead hydrogeologist. Underground work to begin the week of 7/21/2025. Amendment to MSA on Board agenda for 7.22.2025 for additional scope of work. Study to be received by 10.22.2025 and presented at the 10.28.2025 meeting. This will inform RFQ 2025-06 for WaterSMART.	\$197,974	7.20.23	10.12.2025	Pristine Infrastrucutre and Critical Facilities;	
Grant for \$25,000 Colorado River Water Conservation District Grant	Contract, COI and W-9 sent and received, have received reimbursements	Staff Time	7.20.23	1.24.2025	Pristine Infrastrucutre and Critical Facilities;	
Grant from Roundtable	\$25,000 awarded to Paonia for completing the Hydrogeological Study	Staff Time	7.20.23	1.24.2025	Pristine Infrastrucutre and Critical Facilities;	
CWCB Grant	Awarded \$147,973 towards the Hydrogeological Study. DNR grant resubmitted for reimbursement, hope to receive final draw after completion of the study.	Staff Time	7.20.23	10.12.2025	Pristine Infrastrucutre and Critical Facilities;	
HOUSING NEEDS ASSESSMENT						

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
DOLA Grant filed for SB24-174 Updates	The HNA and HAP were completed and all funding has been reimbursed for the project, there was an amount that needed to be de-obligated. After DOLA reviewed the plan for consistency with state statutes, a new law, SB24-174 needed to be included in the HNA and HAP, the Town has filed a new grant request to help complete this requirement. Awards will be decided by 11/2025. The Town asked DOLA if we could use the same consultant in the grant application, we'll most likely keep with UrbanRural Continuum. Approved for funding to meet statutory deadline. Need to publishe REQ	\$25,000 (reimbursement)	7.1.23	10.12.2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	
PHASE I - WATER IMPROVEMENTS						
Proposed Alignment	Meeting held on 7.24.23 regarding Existing water line alignment & GIS Data Accuracy. Proposed alignment options to consider, avoid easements by placing the water line is road R/Ws. AC line feeding old water plant, Evaluate PRV needs. Main Line improvements are being realigned so that they follow existing rights of way along roadways in areas that they are possible to be relocated. Waiting on final draft with Trustee Hunters suggestions fixed	≈\$6,000,000.00	7.24.23	3/17/2025	Pristine Infrastrucutre and Critical Facilities;	
Easement Acquisition	May need to plan for two lines, potable and raw water; Town representative to negotiate easements (Town Administrator) once they're located. Land acquisition amounts have changed and are being finalized, if necessary at all. Nicki called County Clerk. No records of official easements. <u>Surveyor and Engineering are working on getting the paperwork established. Easement</u>	Inlcuded in cost associated with proposed alignment	8.1.23	1/24/2025	Pristine Infrastrucutre and Critical Facilities; Communication and Records Management	
File for EIAF Tier II Grant	On 7.27.23, a grant application was filed for EIAF Tier II with project number 09721. DOLA Staff accepted the application for consideration on 8.3.23. Town was awarded \$965,000 for Tank Relining.	\$965,000 (reimbursement)	7.27.23	7.18.2025	Pristine Infrastrucutre and Critical Facilities;	
SRF Loan Application	SRF Loan Application is being considered for FY - 2024 and is budgeted for approximately \$11MM, Application is complete and awaiting a hearing by the authority to decide whether or not the Town will be awarded funding. Project is fully funded, \$3,000,000 grant; approx. \$6.4MM in low interest loans	Staff Time	3.1.23	7.18.2025	Pristine Infrastrucutre and Critical Facilities;	

TOWN OF PAONIA
2026
ADMINISTRATION DEPARTMENT

MISSION The Town of Paonia, Administration Department, ensures that the effective and efficient management of Town Departments including the proper management of Town finances, accounts, and funds. The Administration Department also safeguards the peace, health, and welfare of Residents through the enforcement of the Town's Code of Ordinances. The Mayor and the Board of Trustees are also found within the Administration Department, and they are responsible for the Legislative Duties of the Town. The Administration Department for purposes of the Budget are made up of the Town Administrator's Office, the Finance Office, the Clerk's Office, the Town Attorney's Office, and the Mayor and Board of Trustees.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	2	3	1
Full Time Exempt	3	3	0
Part Time Non-Exempt	1	1	0
Elected Officials	7	7	0
<u>Total</u>	<u>13</u>	<u>14</u>	<u>1</u>

MAJOR GOALS AND CHANGES

1. The Town's total headcount will increase from thirteen (13) to fourteen (14) positions in 2026, representing a net increase of one (1) Full-Time Equivalent (FTE). Elected officials are not included in the FTE total, as they serve in a limited capacity, attending two meetings per month and receiving a nominal compensation amount established by ordinance. The staffing adjustment aligns with the Town's strategic goal of maintaining efficient service delivery while addressing operational demands and staff workload distribution. Administration Department FTE's for 2026 are expected to be 6.31, up from 5.31 in 2025.
2. Increase revenue through the inclusion of certain fees related to plan reviews, pre-application meetings, and zoning verification letters.

CAPITAL REQUESTS

1. Roof Repair at Town Hall

TOWN OF PAONIA
2026
LAW ENFORCEMENT DEPARTMENT

MISSION The Town of Paonia Police Department exists to serve all people within our jurisdiction with respect, objectivity, and compassion. Prevention of crime and the protection of life and property through the enforcement of laws and ordinances is the department's top priority. The Paonia Police Department is dedicated to providing a quality work environment and development of its officers and staff through effective training and leadership.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	6	7	1
Full Time Exempt	1	1	0
Part Time Non-Exempt	0	0	0
Appointed Official (Judge)	1	1	0
<u>Total</u>	<u>8</u>	<u>9</u>	<u>1</u>

MAJOR GOALS AND CHANGES

1. The Town's total headcount will increase from eight (8) to nine (9) positions in 2026, representing a net increase of one (1) Full-Time Equivalent (FTE). The new Community Services Officer position will serve as a key link between residents, businesses, and Town departments, improving code compliance, protecting community character, and reinforcing the Town's dedication to transparency, fairness, and responsiveness in enforcement practices.

CAPITAL REQUESTS

1. TBD

TOWN OF PAONIA
2025
BUILDING DEPARTMENT

MISSION The Town of Paonia Building Department ensures that any remodeling, construction, repairs, additions, siding, fencing, roofing, concrete work, wood stove installations, and other improvement related items adhere to best practices in building codes and the codes adopted by the Town of Paonia. The Building Department provides information and processes all applications for building permits, and planning requests such as subdivisions, annexations, zone changes, conditional uses, variances, site development and mobile home park licenses.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	0	0	0
Full Time Exempt	0	0	0
Part Time Non-Exempt	0	0	0
<u>Total</u>	<u>0</u>	<u>0</u>	<u>0</u>

MAJOR GOALS AND CHANGES

1. There are no staff members or Full-time equivalents in the Building Department. All services provided for plan review, building inspection and the building official are currently provided through contracts with firms for professional services including Shums Coda, and the City of Delta. Therefore, there are no positions within this department.

CAPITAL REQUESTS

1. N/A

TOWN OF PAONIA
2025
PUBLIC WORKS DEPARTMENT
STREETS DIVISION

MISSION The Town of Paonia Public Works Department, Streets Division, exists to serve all people within our jurisdiction with respect, objectivity, and compassion. The care and maintenance of roadways, bridges, sidewalks and the storm sewer system are all charges of the Streets Division. The Paonia Public Works Department Streets Division is dedicated to providing a quality work environment and ensuring that the Town's roadway systems are in good repair.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	4	4	
Full Time Exempt	1	1	0
Part Time Non-Exempt	0	0	0
<u>Total</u>	<u>5</u>	<u>5</u>	<u>0</u>

MAJOR GOALS AND CHANGES

1. Adding two seasonal employees to the Public Works Parks Division that are shared with the Streets division.
2. Adding a new line item for Right of Way maintenance, which includes trimming of trees and potential funding for replacement of trees that are removed due to age or sickness.

CAPITAL REQUESTS

1. TBD

TOWN OF PAONIA
2026
PUBLIC WORKS DEPARTMENT
PARKS & RECREATION DIVISION

MISSION The Town of Paonia Public Works Department, Parks & Recreation Division, exists to serve all people within our jurisdiction with respect, objectivity, and compassion. The care and maintenance of all parks and recreational opportunities within the Town are the charges of the Parks and Recreation Division. The Paonia Public Works Department Parks & Recreation Division is dedicated to providing a quality work environment and ensuring that the Town offers quality & beautiful Park and Recreational opportunities.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	1	1	0
Full Time Exempt	0	0	0
Seasonal Non-Exempt	0	2	0
<u>Total</u>	<u>1</u>	<u>3</u>	<u>0</u>

MAJOR GOALS AND CHANGES

1. Adding two seasonal employees to the Public Works Parks Division that will be shared with the Streets division.
2. Adding a new line item for Right of Way maintenance, which includes trimming of trees and potential funding for replacement of trees that are removed due to age or sickness.

CAPITAL REQUESTS

1. TBD

TOWN OF PAONIA
2026
PUBLIC WORKS DEPARTMENT
WATER UTILITY DIVISION

MISSION The Town of Paonia Public Works Department, Water Utility Division, exists to serve all people within our jurisdiction with clean and safe drinking water. The care and maintenance of the collections, treatment and conveyance of the drinking water system are all charges of the Water Utility Division. The Paonia Public Works Department Water Utility Division is dedicated to providing a quality work environment and ensuring that the Town is supplied with enough clean drinking water to meet its demand.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	1.5	1.5	0
Full Time Exempt	0	0	0
Part Time Non-Exempt	0	0	0
<u>Total</u>	<u>1.5</u>	<u>1.5</u>	<u>0</u>

MAJOR GOALS AND CHANGES

1. Moving into FY-2026 fully staffed. The headcount in the Water Utility Division is 3, but the FTE's are shared between the Water and Wasetewater Utility Division and are split.

CAPITAL REQUESTS

1. TBD

TOWN OF PAONIA
2026
PUBLIC WORKS DEPARTMENT
WASTEWATER UTILITY DIVISION

MISSION The Town of Paonia Public Works Department, Wastewater Utility Division, strives to provide the best services possible to Residents. The care and maintenance of the collections, treatment and discharge of sewer wastewater are all charges of the Wastewater Utility Division. The Paonia Public Works Department Wastewater Utility Division is dedicated to providing a quality work environment and ensuring that the Town's effluent meets all required limits for discharge.

STAFFING TABLE

<u>Type of Employee</u>	<u>2025</u>	<u>2026</u>	<u>Change</u>
Full Time Non-Exempt	1.5	1.5	0
Full Time Exempt	0	0	0
Part Time Non-Exempt	0	0	0
<u>Total</u>	<u>1.5</u>	<u>1.5</u>	<u>0</u>

MAJOR GOALS AND CHANGES

1. Moving into FY-2026 Fully Staffed

CAPITAL REQUESTS

1. TBD

TOWN OF PAONIA
2024
PUBLIC WORKS DEPARTMENT
SANITATION DIVISION

MISSION The Town of Paonia Public Works Department, Sanitation Division, strives to provide the best services possible to Residents. The Paonia Public Works Department Sanitation Division is dedicated to providing a quality work environment and ensuring that the Town's solid waste is collected and removed from the Town.

STAFFING TABLE

<u>Type of Employee</u>	<u>2023</u>	<u>2024</u>	<u>Change</u>
Full Time Non-Exempt	2	2	0
Full Time Exempt	0	0	0
Part Time Non-Exempt	0	0	0
<u>Total</u>	<u>2</u>	<u>2</u>	<u>0</u>

MAJOR GOALS AND CHANGES

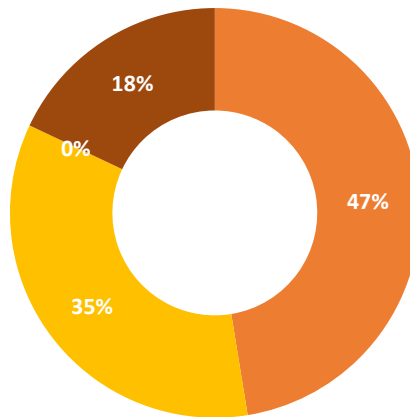
1. Budgeting for depreciation and reserves to go towards future repairs of the garbage truck.

CAPITAL REQUESTS

1. N/A

SANITATION EXPENSES

■ Personnel
 ■ Operating
 ■ Capital Outlay
 ■ Depreciation



Sanitation Expenses	
<i>Personnel</i>	\$ 152,500.00
<i>Operating</i>	\$ 111,200.00
<i>Capital Outlay</i>	\$ -
<i>Depreciation</i>	\$ 57,800.00
Total:	\$ 321,500.00

Administration Department (10-41)

- Town Administrator & Treasurer – 0.25
 - Town Clerk – 0.25
 - Deputy Town Clerk – 0.25
 - Accounting & Payroll Specialist – 0.25
 - Utility Billing and Permit Coordinator – 0.25
 - Friday Office Assistant – .075
 - Front Desk Office Assistant (NEW) – 0.25
 - Community Services Officer (NEW) – 0.30
- Total Administration FTE: 1.875**

Law Enforcement (10-42)

- Police Chief – 1.00
 - Police Sergeant – 1.00
 - Police Officer – 3.00
 - Police Officer (SRO) – 1.00
 - Community Services Officer (NEW) – 0.70
 - Police Department Clerk – 1.00
- Total Law Enforcement FTE: 7.70**

Streets Department (10-45)

- Public Works Director – 0.10
 - Public Works Supervisor – 0.30
 - PW Street General Laborer – 0.34
 - PW Parks General Laborer (CDL) – 0.30
 - PW General Laborer (CDL) – 0.30
 - PW General Laborer Mechanic – 0.12
 - PW General Laborer – 0.20
 - PW General Laborer (second) – 0.20
- Total Streets FTE: 1.86**

Parks & Recreation (10-46)

- Public Works Director – 0.10
- Public Works Supervisor – 0.35
- PW Parks General Laborer (CDL) – 0.35
- PW General Laborer (CDL) – 0.10
- PW General Laborer Mechanic – 0.13
- PW General Laborer – 0.05
- PW General Laborer (second) – 0.05
- Parks Seasonal Laborer (NEW) – 0.30
- Parks Seasonal Laborer (NEW) – 0.30

Total Parks & Recreation FTE: 1.73

Water Operations (60-50)

- Town Administrator & Treasurer – 0.35
- Town Clerk – 0.35
- Deputy Town Clerk – 0.35
- Accounting & Payroll Specialist – 0.25
- Public Works Director – 0.35
- Lead Utility Operator – 0.45
- Utility Operator – 0.50
- Utility Laborer – 0.45
- PW Street General Laborer – 0.33
- PW General Laborer (CDL) – 0.20
- PW General Laborer Mechanic – 0.28
- PW General Laborer – 0.25
- PW General Laborer (second) – 0.25
- Utility Billing and Permit Coordinator – 0.25
- Friday Office Assistant – .075
- Front Desk Office Assistant (NEW) – 0.25

Total Water Operations FTE: 5.735

Wastewater Operations (70-51)

- Town Administrator & Treasurer – 0.35
- Town Clerk – 0.35
- Deputy Town Clerk – 0.35
- Accounting & Payroll Specialist – 0.25
- Public Works Director – 0.35
- Lead Utility Operator – 0.45
- Utility Operator – 0.50
- Utility Laborer – 0.45
- PW Street General Laborer – 0.33
- PW General Laborer (CDL) – 0.20
- PW General Laborer Mechanic – 0.27
- PW General Laborer – 0.25
- PW General Laborer (second) – 0.25
- Utility Billing and Permit Coordinator – 0.25
- Friday Office Assistant – .075
- Front Desk Office Assistant (NEW) – 0.25

Total Wastewater Operations FTE: 5.675

Sanitation Operations (80-52)

- Town Administrator & Treasurer – 0.05
- Town Clerk – 0.05
- Deputy Town Clerk – 0.05
- Accounting & Payroll Specialist – 0.25
- Public Works Director – 0.10
- Public Works Supervisor – 0.35
- Lead Utility Operator – 0.10
- Utility Laborer – 0.10
- PW Parks General Laborer (CDL) – 0.35

- PW General Laborer (CDL) – 0.20
 - PW General Laborer Mechanic – 0.20
 - PW General Laborer – 0.25
 - PW General Laborer (second) – 0.25
 - Utility Billing and Permit Coordinator – 0.25
 - Friday Office Assistant – .075
 - Front Desk Office Assistant (NEW) – 0.25
- Total Sanitation FTE: 3.975**

Grand Totals

Department	FTE
Administration (10-41)	1.875
Law Enforcement (10-42)	7.70
Streets (10-45)	1.86
Parks & Recreation (10-46)	1.73
Water Operations (60-50)	5.735
Wastewater Operations (70-51)	5.675
Sanitation Operations (80-52)	3.975
Total Townwide FTEs	28.55

September/October 2025

Water

Temp tank supplying the Town

Realignment update (meeting on 30th)

2M Tank Update





Water break Omega



Wastewater

No updates at this time

Streets



Bank Curb



Cross walk painted



Flagger training -Rodney

Parks

New toilet- flushed a vape- chronic TP flusher

Stump grinding

Ditch is off- only stock water

Lee's Playground Chips





Trash

Yard waste update

Other

Fence

Town hall Plumbing

Stewart Ditch update



MEMORANDUM

TO: **Mayor and Members of the Board of Trustees**
FROM: Stefen Wynn, M.P.A., ICMA-CM, Town Administrator & Treasurer
DATE: October 24, 2025
SUBJECT: Explanation of Redactions – *Hydrogeological Study Report (October 2025)*

Purpose

The purpose of this memorandum is to explain and justify the redactions applied to the *Hydrogeological Study Report* prepared by Wright Water Engineers, Inc. prior to public release under the Colorado Open Records Act (CORA). The redactions were made to protect sensitive details concerning the Town's critical water infrastructure, in accordance with **C.R.S. § 24-72-204(2)(a)(VIII)** and federal guidance provided by the U.S. Environmental Protection Agency (EPA).

Background

The Town of Paonia commissioned Wright Water Engineers (WWE) to perform a hydrogeological investigation of its spring complexes to improve understanding of the community's water supply and inform future system upgrades. The report includes extensive geospatial and photographic documentation of the Town's spring boxes, pipelines, and water-collection infrastructure.

While the report's technical content provides essential insight into local water resources, certain sections contain details that could compromise the integrity or security of Paonia's public water system if released without restriction. Accordingly, the Town prepared a redacted version that maintains transparency of findings while complying with state and federal security protocols.

Discussion

Redactions were applied to sections and figures that identify or describe the **exact locations, layouts, or operational characteristics** of the Town's spring-collection and conveyance systems. The following categories were withheld from public release:

Figures and Maps Containing Geographic Coordinates

Figures 1–2, 10–11, and 18–28 were redacted because they reveal GPS coordinates and spatial layouts of the German Creek, Reynolds Creek, Lake Fork, and Old Original Spring complexes. The *EPA Water Sector-Specific Plan (2007)* advises that water utilities protect “asset-location information and system schematics” to prevent exploitation of critical infrastructure.

Text Describing Access Routes or Physical Infrastructure

Narrative sections detailing the location of spring boxes, monitoring devices, and pipeline alignments were redacted to prevent the disclosure of operational vulnerabilities. The *Water Security Handbook (2006)* explicitly recommends safeguarding “maps, schematics, and coordinates of intake, source, and transmission facilities” from public release.

Photographs Depicting Sensitive Equipment or Installations

Images of spring boxes, control valves, and monitoring hardware (Figures 5–8 and 13) were redacted to obscure facility details that could be used to target or tamper with the water system.

Tables and Appendices with Flow Data or Coordinates

Certain data tables and appendices containing benchmark coordinates and real-time flow records were withheld under the EPA’s definition of “security-sensitive operational data” that could expose vulnerabilities if correlated to system performance.

Decreed Water-Rights Figures and Location Maps

Legal water-rights information remains public; however, visual maps directly linking decreed points to specific infrastructure were withheld consistent with the same security principles.

These measures are consistent with **C.R.S. § 24-72-204(2)(a)(VIII)**, which exempts records that “contain specialized details of security arrangements or investigations or that reveal the physical location of critical infrastructure.”

In Public Service,

A handwritten signature in black ink, appearing to read 'Stefan Wynn', with a long horizontal flourish extending to the right.

Stefen Wynn, M.P.A.
ICMA-CM

Paonia Town Administrator & Treasurer

Hydrogeological Investigation of the Town of Paonia's Water Supply

PREPARED FOR TOWN OF PAONIA



October 2025

241-019.000

818 Colorado Ave., Ste. 307
Glenwood Springs, CO 81601

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Hydrogeological Investigation of the Town of Paonia's Water Supply

1.0 EXECUTIVE SUMMARY

Wright Water Engineers, Inc. (WWE) performed a hydrogeologic investigation of the springs representing the Town of Paonia's (Town) municipal water supply. The investigation involved field observations with Town personnel and consultants; background research of the hydrogeologic setting and previous engineering studies performed on behalf of the Town; installation of pressure transducers at select locations to collect flow data; development of a hydrologic model; review of the water rights; and geophysics survey of key spring areas.

The site visits with Town staff and RESPEC enabled WWE to better understand the spring collection system and what springs are able to deliver water to the operational Upper Treatment Plant. The existing spring collection boxes were observed to bypass excessive flows during the spring runoff due to lack of pipeline capacity and no raw water storage. Access was also identified as a key limiting factor to methods that could be used to further develop the springs to enhance the Town's water supply.

The hydrogeologic setting of the Town's springs is shaped by diverse geologic units and structural features. These springs, located on mid-elevation slopes, are associated with landslide complexes, rock glaciers, alluvial fans, and the Mancos Shale, and include bedrock/fracture-controlled springs, contact springs at the gravel/shale interface, and gravity springs. The springs are primarily recharged by snowmelt from nearby mountains, with additional potential storage in bedrock fractures. Consequently, spring flows vary seasonally, increasing during snowmelt and declining in late summer and drought periods which highlights the limited capture of peak spring flows and vulnerability to reduced flows during baseflow and drought conditions.

Working with RESPEC and Town staff, pressure transducers were installed at select locations to obtain some flow data of the individual springs collection systems. WWE processed the data and converted it to flow estimates based upon schematics and dimensions of the control structures provided by RESPEC. These data were being collected through September 2025 to provide the most complete data set for analysis.

WWE developed a hydrologic spreadsheet model using both publicly available data and data collected from the Town's spring-collection system and the Upper Plant in order to understand the water balance in the watersheds feeding the spring complexes. The spreadsheet model highlighted the complexities of defining the contributing drainage area of spring flow and that there may be additional physical supplies that can be developed beyond what is currently being captured. In addition, the flow measurements at the sources compared to those at the Upper Treatment Plant indicated that there are potentially significant transit losses or spills in the system.

The water rights task was initially thought to be a simple documentation of the previous studies performed on behalf of the Town. However, it became clear when prioritizing the springs for further study, that the legal availability of the water was just as important as the physical availability of the supply. This realization enabled WWE to focus on the German Creek Springs Collection System and the Old Original/Reynolds Creek Springs as high priority locations due to the senior water rights and relatively higher flow rates.

The 2DR geophysical survey conducted at selected spring sites on Mount Lamborn revealed complex subsurface hydrogeologic conditions, confirming the presence of gravity, contact, and fracture springs—sometimes in combination. WWE's interpretations suggest that there may be opportunities to capture additional shallow groundwater from zones of potential groundwater yield near the existing spring collection systems. The survey identified potential nearby areas with shallow subsurface flow, particularly at Lower German Creek. However, access challenges and infrastructure limitations (e.g., lack of power for pumps) may hinder deeper groundwater exploration. Future efforts should focus on verifying these findings through targeted shallow excavation and evaluating improvements to existing collection systems.

2.0 INTRODUCTION AND PURPOSE

WWE prepared this report in completion of the first phase of a hydrogeological investigation of the Town's water supply. This report summarizes data and evaluates information obtained to date to advance understanding of available and developed quantities of water in sub-basins tributary to the Town's spring-water collection system. The report identifies potential opportunities to gain additional knowledge to enhance and potentially expand the current system to bolster the Town's water supply for the future.

2.1 Introduction

The Town receives the entirety of its water supply from a series of groundwater spring complexes located on the mountainside of Mount Lamborn upstream of the Town. Water is diverted from the mountainside by several spring collection manholes (a.k.a. spring boxes) and transported to the Town's water treatment facility via a system of gravity-fed pipes. In 2019, the Town experienced an interruption to its water supply from a cluster of system failures that resulted in a 23-day period where the Town was left without water. As a result, the Town voted to place a moratorium on tap sales until a plan for water utility improvements could be implemented.

Since the 2019 shortfall, the Town has been actively working to develop such a plan for water system improvements. The Town enlisted RESPEC to conduct a preliminary study on the existing water system. The study, completed in 2021, identified an issue in the existing water system that required remediation. The study also recommended that the Town optimize spring water capture and its transmission to the treatment facilities.

The Town is now working to implement a capital improvement plan with the objective of redeveloping the spring complexes, addressing water loss between the springs and service taps, replacing aging infrastructure, and increasing water storage to accommodate future growth and fire-flow needs. During the planning process, the Town identified the need for an investigation of the hydrogeology of the spring complexes to develop an appropriate plan to redevelop or improve the spring-collection system.

As a result, in late 2023 the Town solicited proposals from qualified engineers and corporations to perform the investigation. WWE was ultimately selected to conduct the work following the competitive bidding process.

2.2 Purpose

The purpose of this hydrogeological investigation was to assist the Town in better understanding the characteristics of the aquifers and water-bearing systems that are the source for the springs that constitute the Town's water supply. This report is intended to inform future recommendations and strategies for potential improvement projects. Completion of this hydrogeological investigation will also aid in satisfying requirements to lift the moratorium on taps.

This hydrogeological investigation specifically identifies the locations of the springs and evaluates subsurface conditions adjacent to the springs, flow data at the spring collection boxes, and spring water rights to identify where infrastructure improvements can be implemented with maximum benefit to the Town's water supply. Additionally, stakeholders can use the data to develop a better understanding of additional water supply challenges that the Town may face due to climate change.

3.0 BACKGROUND

3.1 Paonia Water Supply and Water System

The Town's water system supplies water to taps located within the Town boundaries and additional taps located outside of the Town boundaries. The Town's Public Water System ID (PWSID) is CO0115601. Water is collected from at least 13 spring complexes. The water from these complexes is classified as Groundwater Under the Direct Influence of Surface Water (Groundwater UDI), according to the 2025 Drinking Water Quality Report. The Town has more than 20 miles of raw water supply pipelines that were designed to transport water from the springs to the Town's two water treatment plants (WTPs): the Upper



3.2 Previous Studies

Several historical studies relevant to the Town's water supply have been conducted in the past 35 years. In 1994, Minion Hydrologic performed an analysis of the Town's water rights in order to understand the Town's available legal water supply. The analysis identified the need for additional clarification of decreed amounts and ownership of several water rights. In addition, the analysis recommended a review of specific locations in the Town's water rights and potential corrections of spring or spring reach locations within the decrees.

Following the 1994 water rights analysis, Consolidated Consulting Services conducted a 1995 reconnaissance assessment of the Town's raw water supply to address the Town's concerns regarding inadequate water supply during extended periods of drought. The assessment identified and evaluated options to increase the Town's raw water supply while considering long-term costs as well as political, social, and environmental impacts. The alternatives evaluated included no action, development of additional raw water storage, purchase of water from existing institutions, groundwater development, and implementation of conservation measures for the existing water supply. The report ultimately recommended that the Town continue to evaluate long-term solutions based on the identification of several promising alternatives.

In 2000, GEI Consultants, Inc. (GEI) presented a draft comprehensive water supply study for the Town. The draft study concluded that the standby taps had the potential to stress the Town's water supply during periods of drought if they were brought online. The draft study also concluded that the Town would benefit from increased storage capacity to capture and store the quantities of water currently spilled from (or bypassed by) the system and presented several storage alternatives for consideration.

W.W. Wheeler and Associates provided an updated comprehensive water supply study for the Town in 2004. That study estimated the Town's firm water yield and performed a water demand analysis, which estimated current and projected water demand based both on 1999/2000 water demand and population growth estimates. The analysis found that the Town's current firm yield would not be able to meet future demands under both the low and high average annual population growth projection scenarios. The study

also identified that the firm yield could result in temporary water shortages during dry years without aggressive conservation practices. The report recommended that the Town focus on reducing system losses and developing carryover storage for water spilled or bypassed in the collection system, as well as implementing a more aggressive water rate structure.

Two additional projects were completed in 2010, including a source water protection plan, developed by the Colorado Rural Water Association, and a 2010 Upper Reynolds Rehabilitation project, performed by Directed Drilling Technologies. The rehabilitation project involved the construction and installation of two horizontally drilled wells at Upper Reynolds Springs 3 and 4 (also referred to as Spore Spring).

In 2021, RESPEC provided a draft report addressing the 2019 water system failure, where they provided a set of recommendations to address the Town's water treatment and storage facilities. The report also provided recommendations for improving the Town's understanding of the raw water supply, including metering of raw water inflows and a study to understand the uncertainty of the long-term sustainability and capacity of the Town's spring sources, as well as the hydrogeology investigation presented in this report.

These previous studies highlighted the seasonality of the Town's spring water supply, which sees increased yields in the spring and summer during the spring runoff and lower yields in the late summer to winter months after the spring runoff has subsided. The Town's in-house water demand fluctuates less. During the spring runoff, the springs produce more water than the Town can capture, with spring water spilling from the collection system back into the respective drainages. After spring runoff, the spring water yields are less certain to meet the Town's demands, particularly during periods of drought. This hydrogeological investigation is meant to increase the Town's understanding of the hydrogeologic conditions of the springs and to identify where the Town may be capable of increasing their firm yield at existing spring locations.

3.3 Geography

The Town has a current population of approximately 1,450 people. The Town is located off of Colorado state highway 133 in Delta County in western Colorado, at the confluence of the North Fork Gunnison River (North Fork) and Minnesota Creek. The Town is located in the North Fork river valley at an approximate elevation of 5,680 feet above mean sea level (ft msl). Near the Town are a series of gravel-topped mesas both to the northwest and the southeast of the North Fork, with the West Elk Mountains located beyond the mesas to the east and southeast of the Town. Mount Lamborn and Landsend Peak to the southwest of the Town are the nearest topographic highs, reaching elevations of 10,806 and 11,396 ft msl, respectively. [REDACTED]

The Town's climate is cool and dry, with low levels of humidity, a high percentage of annual sunshine, and relatively mild winters (https://climate.colostate.edu/climate_long.html). The majority of the annual precipitation in this region occurs as snow in the winter months. These favorable climate conditions support the successful cultivation of fruit trees and other crops, making agriculture a key component of the local economy. As a result, a substantial network of irrigation ditches and canals with complex water rights exists in the North Fork valley. Native vegetation in this area is comprised largely of mixed conifer and aspen forests and Gambel oak shrublands (<https://coloradostateparks.net/parks/paonia/nature>).

The Town is surrounded by large tracts of public lands, primarily managed by the United States Forest Service (USFS) and the Bureau of Land Management (BLM), as shown in Figure 1. As also represented on this figure,

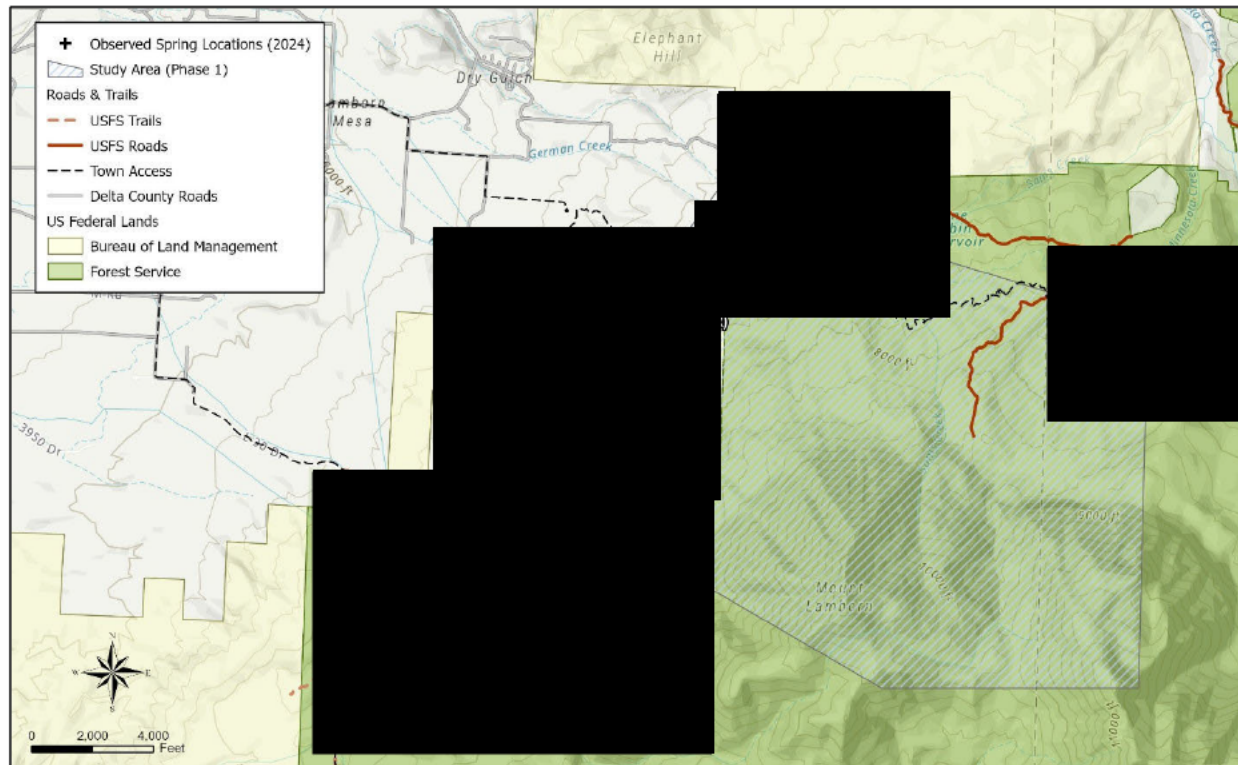


Figure 1. Phase 1 Study Area and observed spring locations with respect to land ownership and access roads of Town of Paonia's spring collection system.

3.4 Geology

Published geologic mapping of the North Fork valley in the vicinity of the Town by the United States Geological Survey (USGS) (Figure 2 Noe, 2015). This mapping shows that the geology of the north and northwest-facing slopes of Mount Lamborn and Landsend Peak is comprised of younger, surficial deposits overlaying older, sedimentary bedrock with several intermediate igneous intrusions. In the Study Area, the bedrock is the Mancos Shale, a 4,000-foot-thick layer from the Upper Cretaceous period. The Mancos Shale is marine in origin (Cross and Purington, 1899; McGookey and others, 1972) and consists of clayey to sandy calcareous shale with minor limestone, sandstone, and bentonite intrusions. Within the Study Area, the Mancos shale is poorly exposed due to the surficial deposits and dense vegetative cover. The igneous rocks intruded in the form of laccoliths, sheets, sills, and dikes into the Cretaceous bedrock in the Study Area. The Tertiary igneous intrusions consist of a hard monzonite porphyry and form both Landsend Peak and Mount Lamborn.

The surficial deposits overlying these bedrock units include alluvial deposits, mudflow and alluvial fan deposits, and mass-wasting deposits. The alluvial deposits are composed of gravel, sand, silt, and clay deposited along river valleys and tributary drainages and alluvial fans. Mudflow deposits and alluvial fans

are made up of well to poorly sorted and poorly consolidated clayey to sandy silt, with localized pockets of gravel. The material for these deposits originates both from the Mancos shale and older debris flow and landslide deposits. The larger mass-wasting deposits include both landslides, rock glaciers, and talus deposits. The landslide deposits are the most common surficial deposit in the Study Area. They are composed of unsorted to moderately sorted clay, silt, sand, gravel, boulders, and rock fragments, potentially containing large blocks of shale bedrock. The landslides are primarily located on the lower slopes of Mount Lamborn and Landsend Peak. The rock glaciers, which are generally located just upslope of the landslide deposits, are comprised of large, angular blocks of the monzonite porphyry that form undulating lobes of talus material on the mountain slopes (Noe, 2015). Talus deposits, also composed of large, angular blocks of monzonite porphyry, sit upslope of the rock glaciers at the base of the steep monzonite porphyry peaks. These deposits are formed by rockfall or snow-avalanche processes.

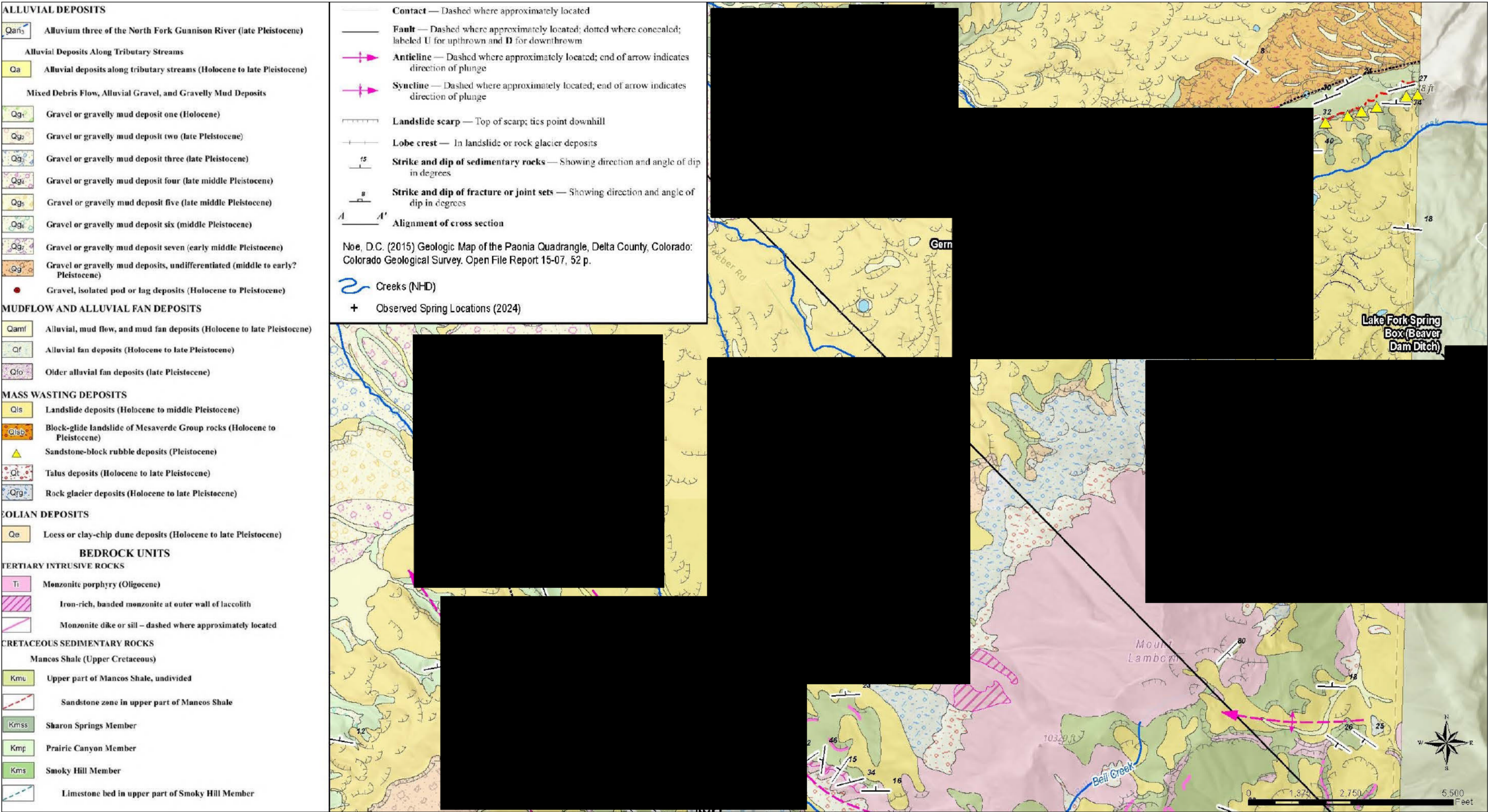


Figure 2. Geology of the Paonia Quadrangle relative to spring locations.

The Study Area is located at the intersection of the Colorado Plateau and the Southern Rocky Mountains physiographic provinces, with the Colorado Plateau lying to the west and the Southern Rocky Mountains to the east. The primary structural feature of the Colorado Plateau in this area is the Gunnison Uplift, which formed during the Laramide orogeny of the Late Cretaceous-Eocene period. The Gunnison Uplift is expressed by outcrops of shallowly dipping Mancos Shale. The Southern Rocky Mountains are represented by the West Elk Mountains, whose structure was greatly impacted by the laccolithic intrusions mentioned previously. These intrusions caused the adjacent Mancos Shale to dip moderately to steeply in some areas proximal to the intrusion, as well as causing localized faulting and folding (Noe, 2015).

3.5 Hydrogeology

The geologic units and structural features in the Study Area have resulted in a variety of hydrogeologic conditions conducive to water supply development in the area, including the variety of springs located along the mid-elevation slopes of Mount Lamborn and Landsend Peak. These springs vary in their geologic setting and are associated with the landslide complexes, rock glaciers, alluvial fans, and also the Mancos Shale (Noe, 2015). There are several types of springs that have been identified in the Study Area, including bedrock or fracture-controlled springs, gravel/shale interface controlled or contact springs, and gravity springs, illustrated in Figure 3 (Kolm and van der Heijde, 2013). The fracture-controlled springs are understood to exist where water within permeable, fractured rock is forced to the surface by contact with adjacent impermeable bedrock feature. Contact springs exist where water flowing through unconsolidated materials as shallow groundwater abuts an impermeable bedrock unit, such as the Mancos Shale. In addition, gravity springs can occur where areas of lower topography intersect the water table within unconsolidated materials. The exact type of springs that make up the Town's water supply is currently unknown.

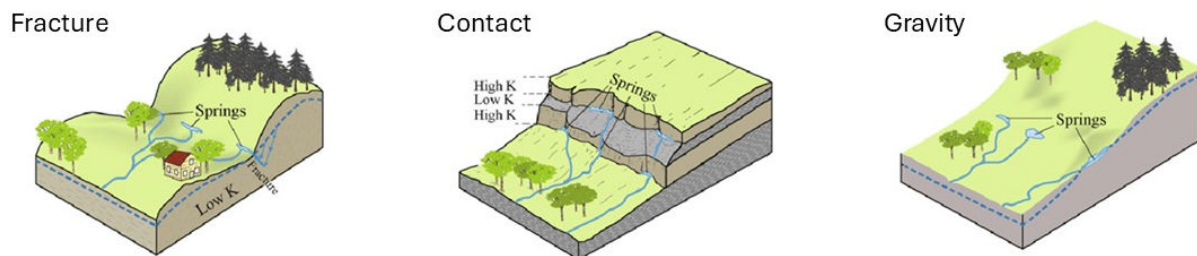


Figure 3. Illustrations of the different spring types found in the Study Area, where K refers to the hydraulic conductivity or permeability of the geologic unit (Figure generated from Kløve et al., 2011).

The source water for these springs is understood to be snowmelt from the adjacent mountains, although additional water may be stored within fractures in the bedrock. Thus, the yield of groundwater springs is highly dependent on annual snowpack, seasonal runoff, and precipitation. A review of the Town's historical groundwater spring supply supports this understanding of a snowmelt-driven water source. The historical data show a rise in water production when snowmelt begins, followed by a reduction in groundwater spring flow during the late summer once snowmelt has subsided. WWE considers the flows from the groundwater springs during the fall and winter baseflow conditions (Figure 4). A review of the hydrograph of streamflow conditions in Minnesota Creek further supports the groundwater springs as a snowmelt driven system, as there is a strong correlation of the hydrograph peaks of the Town's average water supply from the groundwater springs and the streamflow conditions observed at Minnesota Creek

(Figure 4). WWE understands that the Town is unable to capture the full volume of high spring flows during the initial spring snowmelt, and that the Town also is prone to experience a water supply shortage at baseflow conditions during prolonged drought periods due to the lower flows.

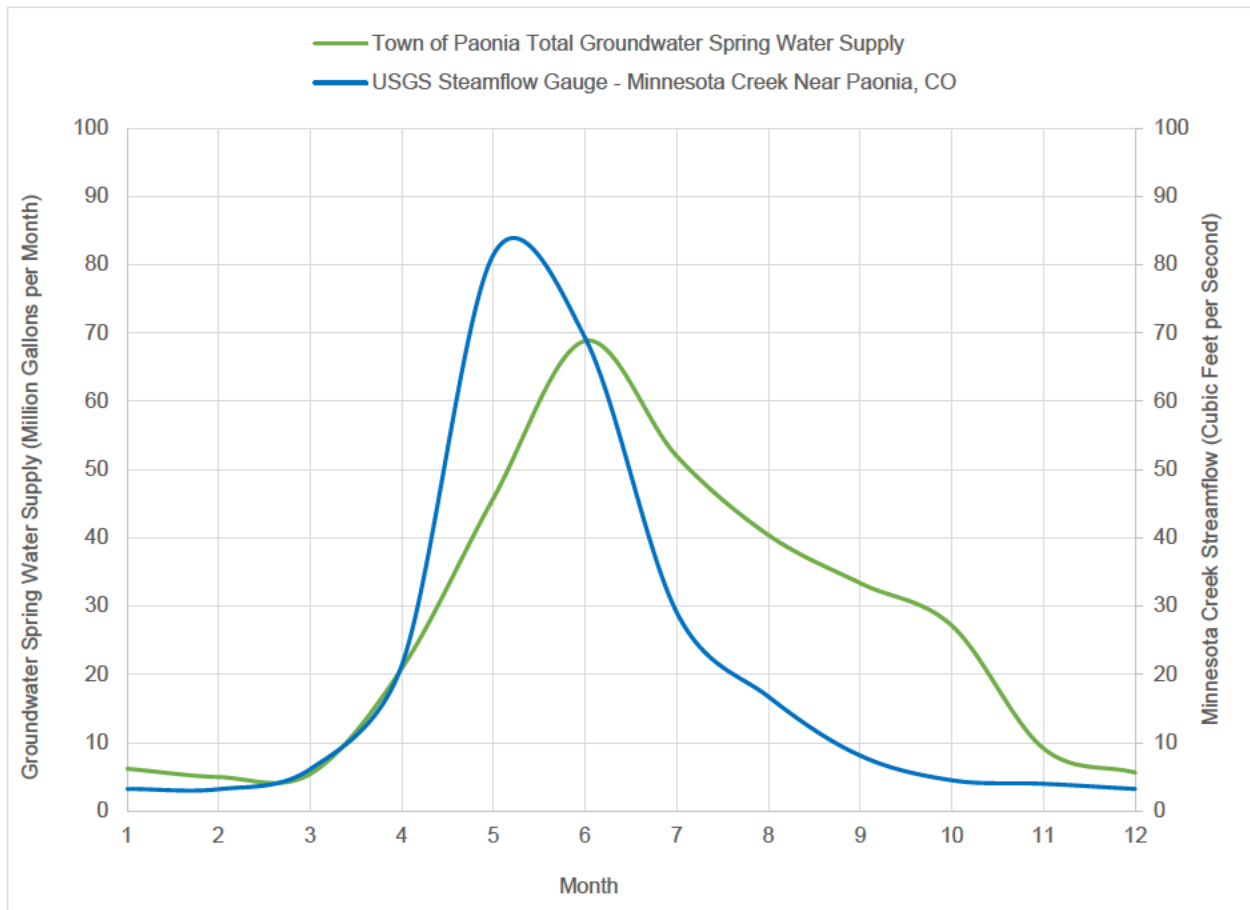


Figure 4. Comparison of Town's monthly average water supply from groundwater springs and streamflow at USGS Streamflow Gage at Minnesota Creek, Near Paonia.

Study period from 1987 to 1993 (Consolidated Consulting Services, Town of Paonia Reconnaissance Assessment – Raw Water Supply, July 1995 and USGS Streamflow Gage 09134000 – Minnesota Creek Near Paonia, CO; streamflow data from 1987 to 1993).

4.0 FIELD INVESTIGATIONS

WWE conducted three site visits to the Town's spring complexes and performed different field investigations as a part of the hydrogeological study.

4.1 May 2024

In May 2024, WWE conducted an initial site visit to Paonia to observe the spring boxes and accurately map the spring box locations. For the initial site visit, WWE spent three days in the field beginning May 15, 2025. Town staff guided WWE during the visit, navigating and leading staff to the spring locations. WWE recorded high-resolution

in Figure 5. In addition to the GPS survey, WWE also performed a Very Low Frequency (VLF) geophysical survey at the German Creek and Lake Fork springs. The VLF survey was conducted as a part of a reconnaissance evaluation of the spring systems, as it can be used to identify potential water-bearing fracture zones. The results of the VLF survey contributed to the determination of locations for a more comprehensive 2-dimensional resistivity survey (2DR).



Figure 5. Field locating a spring box at Old Original Spring Complex (Credit: Jordan Redden).

4.2 July and August 2024

WWE conducted a site visit in late July 2024. WWE spent four days in the field with Town staff and staff from RESPEC from July 30 to August 2, 2025.

WWE collected additional GPS points at the spring sites to document field observations.

as illustrated by Figure 6.

Measurements from the land surface elevations of each manhole/vault to the water surfaces were made and recorded to program the transducers. Other field measurements were made to obtain detailed dimensions and specifications important for conversion of the transducer data to discharge estimates for each measurement site.



Figure 6. Installation of pressure transducer at Lake Fork Spring Box.

WWE also conducted aerial surveys using a DJI Mavic 3 Enterprise drone to support data collection and mapping efforts. A total of nine separate sites were flown to capture high-resolution ortho-imagery and, in select locations, oblique imagery for 3D data. At each site, flight missions were planned and executed using DJI's FlightHub software. For ortho data collection, the drone was programmed to fly along a single-axis flight path, capturing overlapping images that could later be stitched together to create high-resolution orthomosaics. For oblique data collection, flight paths were oriented along two axes, enabling the creation of dense point clouds suitable for generating detailed 3D models. The drone utilized its terrain-following feature to maintain a consistent above-ground flight elevation, ensuring uniform image resolution across variable terrain.

In total, over 23,000 photographs were collected across all flight sites. Post-processing was performed using Pix4D software, where both the ortho and oblique datasets were processed to produce high-resolution ortho-photos and 3D point cloud data. WWE processed these datasets following the site visit, which required several weeks to complete due to the volume and resolution of the imagery. The resulting products provide detailed visual and topographic information for areas that are extremely difficult to access using conventional ground methods (Figure 7 and Figure 8). These drone-derived datasets were evaluated alongside geologic field observations and correlated with existing geologic mapping publications to support identification of 2DR geophysical survey locations and documentation of the spring sites to enhance the overall accuracy of the mapping effort.



Figure 7. Ortho mosaic view of Old Original Spring Complex.



Figure 8. Oblique view of Old Original Spring Complex.

4.3 July 2025

WWE conducted a site visit in late July 2025 to conduct the 2DR geophysical surveys. Prior to this visit, WWE selected nine planned transects in cooperation with Town personnel. In order for WWE staff to conduct the geophysical survey, the transects needed to be cleared of brush to allow the equipment to be properly placed for the survey. Due to the location of the springs, and thus the transects, on federally owned land, the brush clearing required clearance from the National Environmental Policy Act (NEPA). The brush clearing was approved through NEPA in April 2025 and was completed in June 2025. The geophysical survey began on July 22, 2025.

On July 22, 2025, WWE completed a 2DR survey of the middle reach of the German Creek Spring system. First, sensor lines were set up with tape, flags, and stakes, and field adjustments were made. Later, WWE scouted out Upper German Creek Spring and evaluated where set up of the sensor lines was feasible.

On July 23, 2025, WWE conducted a 2DR survey of Lower German Creek Springs, located and assessed the feasibility of the planned alignments, which were determined to not be feasible. Therefore, WWE scouted out potential alternates, implemented some light brush clearing for an alternate alignment, set up the 2DR lines and then ran the survey. There was a breakdown in the 2DR lines, and the data file was corrupted.

On July 24, 2025, WWE re-ran the Lower German Creek Springs due to the previous day's datafile corruption. WWE set up flags, tapes, stakes, electrodes, and ran the survey successfully. Then, WWE moved the equipment to the Reynolds Creek drainage and scouted out alignments and performed brush clearings to conduct the survey on the following day.

On July 25, 2025, WWE deployed the 2DR equipment to the Reynolds Creek Spring drainage, the attempt to conduct the survey was unsuccessful due to software issues with the instrumentation. WWE conducted a successful survey on July 26, 2025. Following the Reynolds Creek Spring drainage survey, WWE investigated the Old Original Spring watershed to look for a suitable alignment for the next survey. On July 27, 2025, WWE cleared brush on the chosen alignment and conducted the 2DR survey for the Old Original Spring watershed.

On July 28, 2025, WWE obtained equipment software and set up a new 2DR alignment in the Lake Fork Spring drainage. The survey was completed on July 29, 2025. This completed the 2DR survey field work.

5.0 HYDROLOGIC MODEL

5.1 Approach

WWE used a combination of publicly available data and data collected from the Town's spring-collection system and the Upper Plant to construct a simple hydrologic model of the Town's spring collection system. The goal of the hydrologic model in Phase 1 was to establish a baseline understanding of the spring systems that could be updated and improved upon as additional data becomes available. The hydrologic model is a simple water-balance model, which is described by the following equation:

$$\text{Total Precipitation} = \text{Surface Water Runoff} + \text{Infiltration to Shallow Groundwater} + \text{Evapotranspiration}$$

Monthly total precipitation depth data for the period August 2024 to July 2025 (study period) were obtained from PRISMTM. Because there are no gaged streams in the Study Area, a runoff coefficient was estimated from the hydrography of the nearby Minnesota Creek. Evapotranspiration (ET), the amount of water evaporated/sublimated from the land surface and transpired by vegetation, was estimated by comparing OpenET (<https://etdata.org/>) data for non-growing season months to corresponding monthly PRISM precipitation depths. The remaining precipitation is an estimation of total recharge to the shallow groundwater systems in each watershed. This results in an estimation of the potential shallow groundwater present in each of the sub-basins where the Town's springs are located.

Additionally, the water levels in the spring collection structures were measured with continuously recording pressure transducers, and these data were used to estimate the discharge of each spring. Monthly yields for each spring were compared to the yields measured at the Upper Plant to evaluate how much of the collected spring water is delivered to the WTP. The Lower Plant and its contributing springs are not included in this investigation. The spring collection-system water balance evaluates the seasonality and relative proportions of shallow groundwater yields from each measured sub-basin.

5.2 Scope

This study is limited to selected major contributing drainage sub-basins in the Town's collection system feeding the Upper Plant: Lake Fork Minnesota Creek, German Creek, Reynolds Creek, and Lucas Creek, each of which have collection manholes (a.k.a. spring boxes) that collect shallow groundwater and transmit it to the WTP by gravity in pipelines (Figure 10). Discharge was measured at five springs, which are known as:

- Lake Fork Spring
- Upper German Creek Spring (German Creek Spring #1)
- Lower German Creek Spring (German Creek Spring #3)
- Reynolds Creek Spring
- Old Original Spring (tributary to Lucas Creek)

Data have not yet been obtained from the remote Spore and Pole Patch Springs because these sites are difficult for Town personnel to access, especially routinely. Additionally, these springs discharged to the Lower Plant, which is not evaluated in this report.

The Lake Fork Spring, Upper German Creek Spring, and Lower German Creek Spring flows are combined into a single, additional measurement point known as the German Creek Splitter Box. This structure, comprised of side-by-side rectangular weirs, splits the flow into two separate conveyances, which sends

80 percent of the combined flows to the Town and the other 20 percent to other users. Figure 9 shows a photograph of the 80/20 splitter box as taken from the aerial drone. Flows through the Splitter Box were measured for this study to estimate the proportion of water collected from the Lake Fork and German Creek Springs transmitted to the Upper Plant.



Figure 9. Aerial view of the Lake Fork and German Creek 80/20 splitter box.

Town personnel downloaded the pressure transducer data and emailed data files to WWE for archive and analysis. The Town also supplied data for the Upper Plant totalizers to WWE. Two separate flow totalizers discretely measure yields from 1) the German Creek and Lake Fork Springs and 2) Reynolds Creek and Old Original Springs. The Town provided additional detailed information pertaining to the operations of the Upper Plant, such as yields treated by each of its filtration skids. This study did not evaluate the balance of water distribution among filtration skids in the WTP.

WWE obtained historical discharge records for the Minnesota Creek at Paonia stream gage number 09134000 from the USGS Water Data for the Nation website (<https://waterdata.usgs.gov/nwis>). WWE obtained precipitation data from the PRISM™ (<https://prism.oregonstate.edu/>) gridded data sets for the periods of record that coincided with the streamflow data. ET data were obtained from the OpenET website (<https://etdata.org/>) in the ensemble mode.

5.3 Precipitation, Evapotranspiration, and Recharge

The topographical drainage areas for each watershed were delineated using a 1-m Digital Elevation Model (DEM) derived from 2015 Quantum Spatial LiDAR data. Small modifications were made to these DEM-

derived watersheds to incorporate additional areas that, following a review of the existing geologic mapping, WWE believed could be a part of the Springs' subsurface contributing drainage area, illustrated in Figure 10 (Noe, 2015). These drainage areas were merged with 4-km resolution PRISM™ data sets to estimate the total precipitation depths in each sub-basin during the period of August 1, 2024 to July 31, 2025, which is approximately the period of reliable flow-data collected from the springs. The PRISM data indicate that approximately 16.9 inches of precipitation fell across the watersheds during the period of record. Multiplying the average depths across the watershed areas results in the total precipitation yields listed in Table 1. The data indicate that the total amount of precipitation received by the combined spring sub-basins was approximately 3,104 acre-feet. It is important to note that these topographical drainage areas are not necessarily representative of the actual Spring drainage areas, due to the unknown extent of the subsurface drainage areas draining water to the Springs. Significant additional subsurface geologic investigations would be necessary to more accurately delineate the Springs' contributing drainage areas.

It is reasonable to estimate that approximately 30 to 50 percent of the 3,104 potential yield was lost to ET during the spring to fall and to sublimation during the winter in the montane environment (MacDonald and Stednick, 2003). Comparison of OpenET-estimated actual ET to the PRISM-estimated monthly precipitation depths during non-growing season during 2024 to 2025 (51 percent) resulted in an estimated median annual actual ET (Eta) of approximately 8.62 inches.

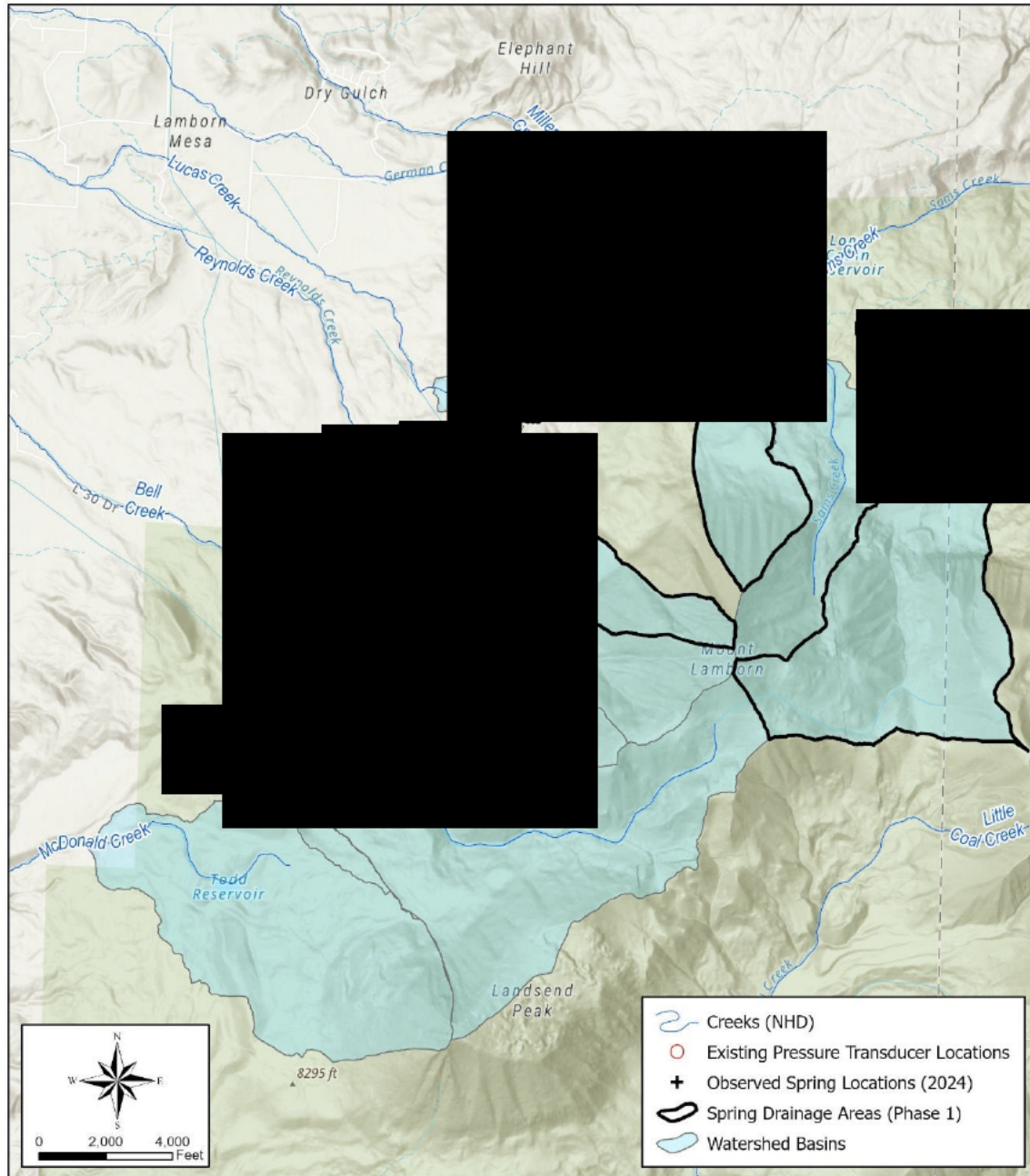


Figure 10. Locations of springs and existing pressure transducer monitoring locations, watershed basins for the spring systems, and drainage.

5.4 Estimation of Surface Water Runoff

There are no known surface-water gaging stations in the Town's collection-system watersheds. However, the Minnesota Creek drainage is considered hydrologically representative of the Lake Fork Minnesota Creek, German Creek, and Reynolds Creek, and Lucas Creek sub-basins for the purposes of this study. WWE computed annual yields from daily mean discharge data obtained from the USGS Water Data for the Nation website for the Minnesota Creek at Paonia gaging station 09134000 for the period of: 1987 to 2013. WWE excluded data for 2008-09, which had substantial missing record. Otherwise, missing values

were linearly interpolated from the measured data. The station was discontinued in 2014. Diversions that removed water from the river were not accounted for, but such diversions were not considered to be sufficiently large to adversely affect the calculations. Annual Runoff values normalized by the drainage area (26,688 acres) and then divided by annual PRISM-estimated annual precipitation depths resulted in a minimum runoff coefficient of 0.17 and a median runoff coefficient of 0.36 (Table 2). In other words, at least 17 – 36 percent of the precipitation yielded runoff in the Minnesota Creek drainage during the most recent 25-years of available record. WWE considers this a reasonable expectation for runoff in the drainages feeding the Town's springs as well.

Table 1. Total precipitation, estimated actual evapotranspiration, and potential yields in each watershed sub-basin estimated from PRISM during August 1, 2024, to July 31, 2025.[ET, evapotranspiration; Ppt, precipitation; OpenET data for 2024-25 from <https://etdata.org/>; AF, acre-feet]

Spring Sub-Basin						
Month-Year	German Creek	Lake Fork	Old Original	Reynolds Creek	OpenET Estimated ET (inches)	Average Percent Ppt Loss by ET
Aug-24	3.10	4.15	3.01	3.65	3.14	90
Sep-24	0.88	1.41	0.82	1.01	2.56	249
Oct-24	1.44	1.87	1.40	1.51	1.23	79
Nov-24	2.42	3.17	2.37	2.68	0.63	24
Dec-24	1.08	1.49	1.05	1.23	0.44	37
Jan-25	0.48	0.89	0.44	0.66	0.15	24
Feb-25	1.01	2.17	0.92	1.35	0.63	46
Mar-25	1.54	2.35	1.46	1.91	1.76	97
Apr-25	0.89	1.30	0.85	1.09	2.53	245
May-25	0.79	1.00	0.77	0.89	3.59	417
Jun-25	0.99	1.08	0.99	0.99	3.64	359
Jul-25	0.26	0.33	0.25	0.28	3.52	1,258
					Non-growing season	
Totals (inches)	14.90	21.21	14.32	17.24	23.82	Mean: 51%
Drainage Areas (acres)	460	1,052	79	404		
Potential Precipitation Yields for Each Watershed (AF)						
Month-Year	German Creek	Lake Fork	Old Original	Reynolds Creek		
Aug-24	119	364	20	123		
Sep-24	34	123	5	34		
Oct-24	55	164	9	51		
Nov-24	93	278	16	90		
Dec-24	42	130	7	41		
Jan-25	18	78	3	22		
Feb-25	39	190	6	45		
Mar-25	59	206	10	64		
Apr-25	34	114	6	37		
May-25	30	87	5	30		
Jun-25	38	95	7	33		
Jul-25	10	29	2	9	Sum Potential Yields	
Total Potential Yields (AF)	571	1,858	96	579	3,104 AF	

Table 2. Annual precipitation runoff yields for Minnesota Creek at Paonia and estimation of runoff coefficients, evapotranspiration, and shallow groundwater recharge rates.

Based on daily streamflow records from 1987 to 2013 (excluding 2008 to 2009), annual PRISM precipitation depths, and monthly OpenET-estimates of actual ET_a during non-growing season months 2024 to 2025.

[AF, acre-feet; PRISM data available from <https://prism.oregonstate.edu/>; OpenET data available from <https://etdata.org/>; nd, no data]

	Annual Runoff	Runoff Normalized to Drainage Area	Normalized Runoff	Annual PRISM Precipitation Depth	Runoff Coefficient	OpenET-Estimated ET_a	Estimated Shallow Groundwater Recharge (Ppt-Runoff- ET_a)
Water Year	(AF)	(feet)	(inches)	(inches)		(inches)	(inches)
1987	20,399	0.76	9.2	16.0	0.57	8.2	-1.3
1988	9,659	0.36	4.3	14.1	0.31	7.2	2.6
1989	9,441	0.35	4.2	11.5	0.37	5.9	1.4
1990	5,299	0.20	2.4	11.9	0.2	6.1	3.5
1991	12,886	0.48	5.8	14.2	0.41	7.3	1.2
1992	15,258	0.57	6.9	17.5	0.39	8.9	1.7
1993	33,794	1.3	15	19.9	0.76	10	-5.5
1994	12,093	0.45	5.4	13.5	0.40	6.9	1.2
1995	27,497	1.0	12	23.4	0.53	12	-0.9
1996	11,574	0.43	5.2	13.3	0.39	6.8	1.3
1997	25,932	0.97	12	22.0	0.53	11	-0.9
1998	17,691	0.66	8.0	13.1	0.61	6.7	-1.6
1999	8,984	0.34	4.0	18.2	0.22	9.3	4.9
2000	7,046	0.26	3.2	11.9	0.27	6.1	2.7
2001	6,974	0.26	3.1	12.6	0.25	6.4	3.0
2002	4,186	0.16	1.9	11.1	0.17	5.7	3.6
2003	11,284	0.42	5.1	14.0	0.36	7.1	1.8
2004	9,446	0.35	4.2	14.8	0.29	7.5	3.0
2005	20,672	0.77	9.3	17.8	0.52	9.1	-0.6
2006	11,809	0.44	5.3	14.8	0.36	7.5	1.9
2007	13,576	0.51	6.1	19.1	0.32	9.8	3.3
2008	19,079	nd	nd	14.5	nd	nd	nd
2009	16,397	nd	nd	12.8	nd	nd	nd
2010	11,468	0.43	5.2	14.9	0.35	7.6	2.1
2011	21,778	0.82	9.8	16.1	0.61	8.2	-1.9
2012	6,246	0.23	2.8	13.1	0.21	6.7	3.6
2013	8,066	0.30	3.6	15.4	0.24	7.9	3.9
			Minimum	11.1	0.17	5.7	-5.5
			Median	14.5	0.36	7.5	1.8
			Maximum	23.4	0.76	12	4.9

5.5 Spring Flow Data

5.5.1 Monitoring Plan Development

The springs systems are unique because the water supply is understood to be derived from recharge from snowpack and precipitation. The spring systems are within the Mount Lamborn and Landsend Peak basins (Figure 11). During certain times of the year, the flow reportedly exceeds the spring collection box capacity and results in “spilled” water while at other times of the year, the spring flow diminishes and can impact the raw water supply.

WWE worked with RESPEC to develop a preliminary spring systems monitoring plan. In developing the spring systems monitoring plan, WWE and RESPEC reviewed the Town's existing infrastructure for selection of flow measurement locations and methods. Each of the five springs evaluated in this investigation were instrumented with InSitu™ Rugged TROLL 100 pressure transducers to continuously measure and record water levels with respect to the discharge pipe inverts. Measurements of the instrumented spring collection infrastructure dimensions were taken to convert water level measurements into estimates of flow. A dry transducer was also installed at the Upper Plant to record atmospheric pressure, which was used to correct the wet transducers for changes in atmospheric pressure. Data missing from the Upper Plant atmospheric pressure record were replaced by correlated North Fork Valley Airport barometric pressure measurements (<https://www.wunderground.com/dashboard/pws/KCOPAONI16>). The Upper Plant atmospheric pressure data were adjusted to the land surface elevation at each monitoring location for site-specific correction of the wet transducer data at each monitoring location.

Based on the field measurements, RESPEC provided schematic drawings of each of the monitoring locations except for the Reynolds Creek Spring manhole, but sufficient data were available for all springs to estimate daily mean discharge and monthly yields for each measurement point. A summary of the spring collection system specifications is provided in Table (A-1) of the Appendix.

In addition to this preliminary springs monitoring plan for the hydrogeology investigation discussed here, RESPEC has designed a more sophisticated raw water flow monitoring system at four locations, illustrated in Figure 11. Once constructed and implemented, these additional monitoring points can be incorporated into the framework of the existing monitoring plan to improve upon the current raw water system water balance.

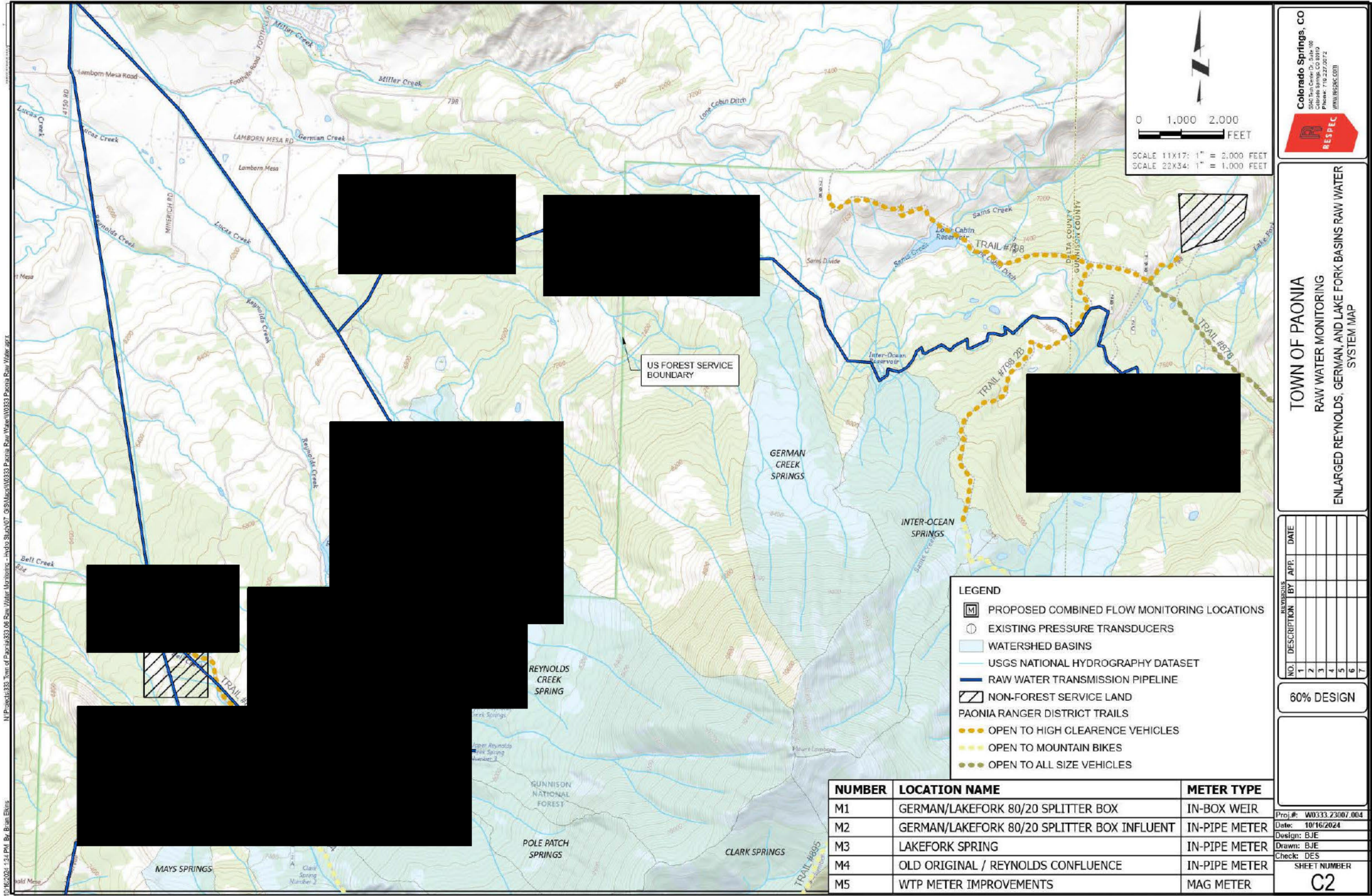


Figure 11. Enlarged Reynolds, German, and Lake Fork Basins Raw Water System Map (RESPEC, 2024).

5.5.2 Data Collection and Processing Methods

WWE received the pressure transducer data and Upper Plant flow totalizer data from the Town by email. Town personnel also verified and added to field measurements of flow-control structure dimensions and elevations collected by WWE and RESPEC, which were critical to converting the pressure transducer water levels into estimates of discharge. WWE also consulted with Town personnel on questions about characteristics, management, and performance of the spring collection system and how inflows are managed by the Upper Plant.

On approximately July 24, 2025, the Upper Plant dry transducer was accidentally removed from its monitoring location and might have been unknowingly damaged. This is suspected because the data from this transducer becomes wildly erratic after this date (Figure 12). Therefore, this limited the available spring discharge record to the period of August 1, 2024 to July 24, 2025. The remaining week of July 2025 was estimated by multiplying the measured record for July by 1.25 to include flow for the last week of July 2025 in the working record for the study.

The springs are primarily collected in manholes with discharge pipes slightly elevated from the bottoms of each manhole. When shallow groundwater rises above the inverts of each pipe, the water spills into the pipes and is gravity fed through the pipelines to the Upper Plant. WWE used Manning's equation to convert measured water depths on the pipe inverts in each manhole for Lake Fork, Upper German Creek, Lower German Creek, and Old Original Springs, assuming inlet-controlled conditions (Grant and Dawson, 1995). However, the Reynolds Spring data indicate that the manhole might be backwater affected during high flow periods, which violates the inlet control assumption. This is illustrated in Figure 12. Therefore, the average ratio of Reynolds Spring and Old Original discharges was computed for data collected during times when backwater affect was not suspected. Then, this ratio was applied to the Old Original record to estimate the Reynolds Spring discharge for the entire period.

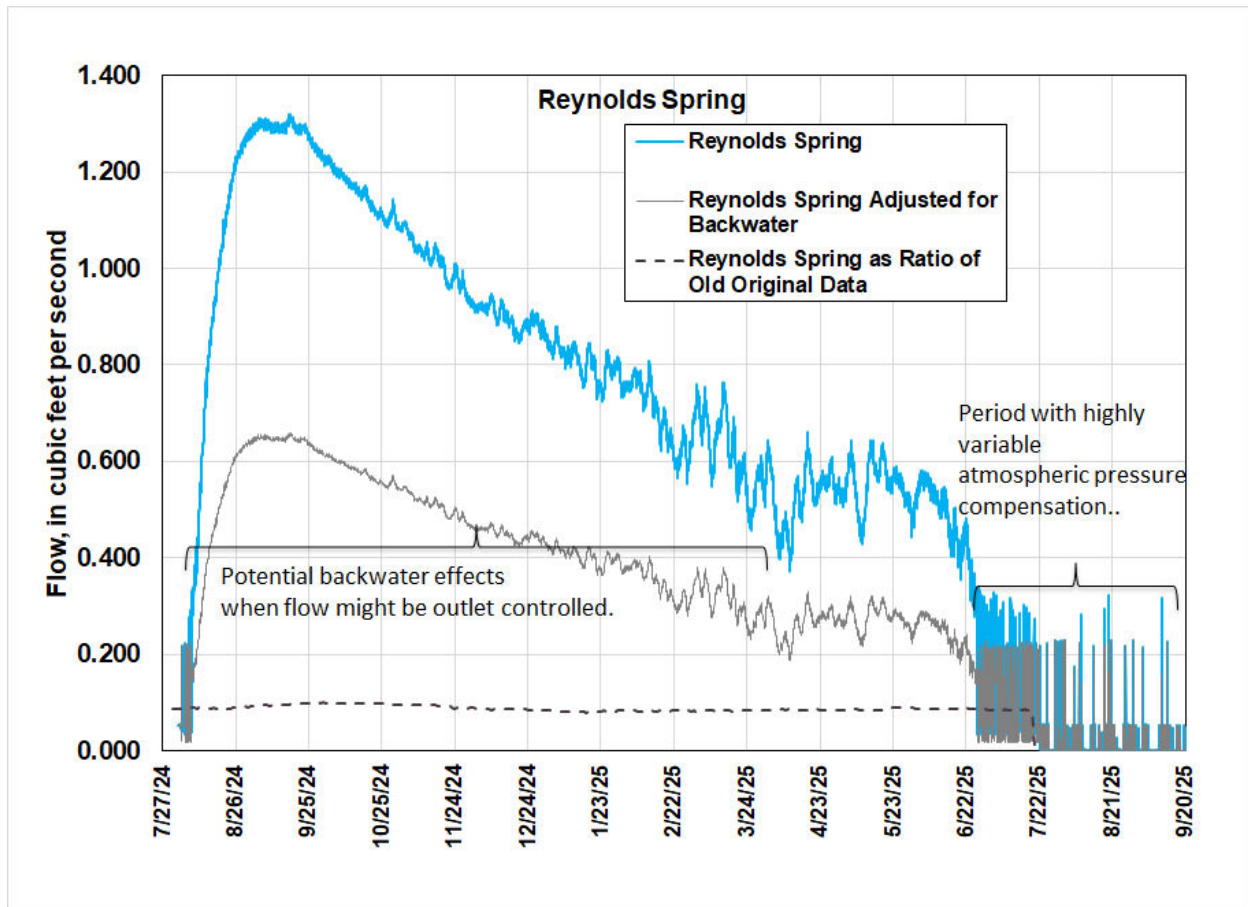


Figure 12. Reynolds Spring hydrograph based on Manning's equation calculations showing indications of possible backwater effects and erratic record due to faulty atmospheric pressure compensation.

The Upper Plant has separate flow totalizers on inflows from the Lake Fork/German Creek collection line and the Reynolds/Old Original collection line. Comparison of the yields from each Upper Plant line to the upstream measurements were useful for adjusting the upstream measurement parameters to achieve computations that are realistic. Nonetheless, the spring discharge data likely have an error of at least 15 percent and likely much higher. This is primarily because hydraulic parameters for the inlet pipes at the spring boxes are not precisely known, and frequent and routine manual measurements of water levels in the inverts of each pipe were not logistically possible, which would have been useful to compensate for drift in the electronic pressure transducers. Improvements to the measurement systems are anticipated in the future. The structure with the lowest measurement error is likely the German Creek Splitter Box as this is a well-regulated rectangular weir structure with well-known physical dimensions and well-established flow-conversion formulas.

5.5.3 Discharge Records Assessment

The Lake Fork, Upper German Creek, and Lower German Creek Springs each discharge independently to a common pipeline that daylight to the German Creek Splitter Box (Splitter Box). The Splitter Box consists of two side-by-side concrete, rectangular weirs, with a 2-foot wide weir on the left (facing downstream) and a 0.5-foot weir on the right (Figure 13). The left weir is end contracted on the left side, and the right

weir is end contracted on the right side. These are known as the 80-percent and 20-percent weirs, respectively as the structure splits the flow and sends 80 percent to the Town and 20 percent to other users. Hydrographs for the German Creek collection system are shown in Figure 14 and Figure 15.

The apparent loss of water between the Lake Fork Spring and the Splitter Box is at least partly due to uncertainty in the Manning's equation inputs and associated error. For example, field measurements indicate that the pipeline transporting water from the Lake Fork collection structure is 14 inches in diameter, although previous reports document a 10-inch pipe. Using a pipe diameter of 10 inches versus 14 inches reduces calculated flows by approximately 30 percent. There is also a pipe tee at an unknown location along the Lake Fork pipeline that diverts water to Roeber Reservoir. The operations of this pipeline and the flow rate diverted are currently unknown. Leaks along the pipeline may be contributing to these losses further. The Upper and Lower German Creek springs hydrographs also indicate significant loss of water between their collection manholes and the Splitter Box. Again, measurement and computation error can explain some of this imbalance in flows, but even a 25 percent error would still lead to the conclusion of loss of water somewhere in transit between the springs and Splitter Box. If more accurate and precise measurements become available, these flow calculations can be updated to obtain better estimates of flow.



Figure 13. Photograph of German Creek Splitter Box.

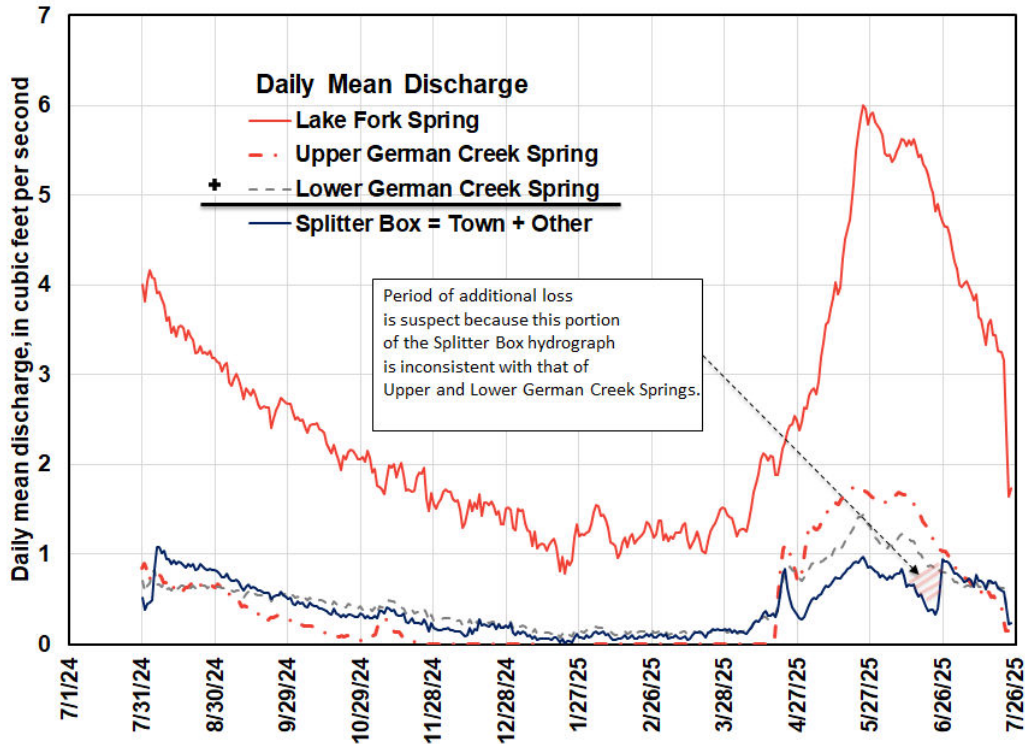


Figure 14. Hydrograph for spring collection in the Lake Fork and German Creek drainages.

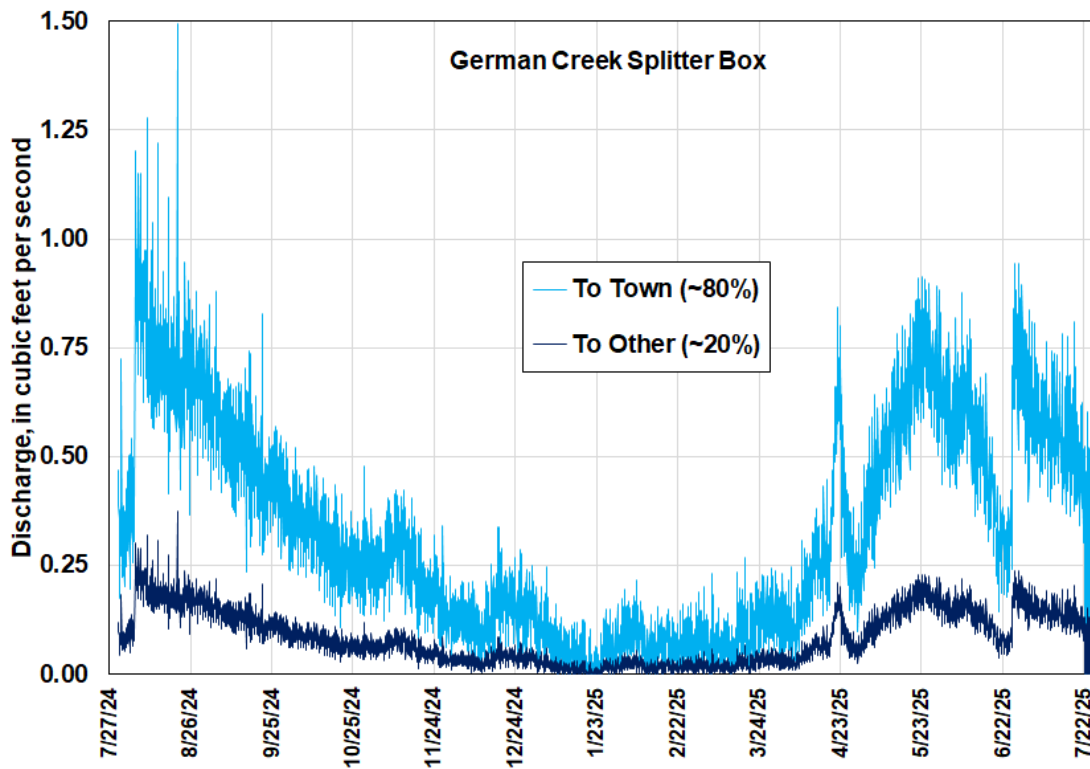


Figure 15. Hydrograph German Creek Splitter Box, August 2024 to July 2025.

The Upper Plant totalizer data indicates that approximately two-thirds of its inflow comes from the German Creek Splitter Box, and approximately one-third from the Reynolds Creek/Old Original Springs. The Old Original Spring contributes most of the water to the Reynolds Creek line. Hydrographs for the Old Original and Reynolds Creek Spring discharges to this line are shown in Figure 16.

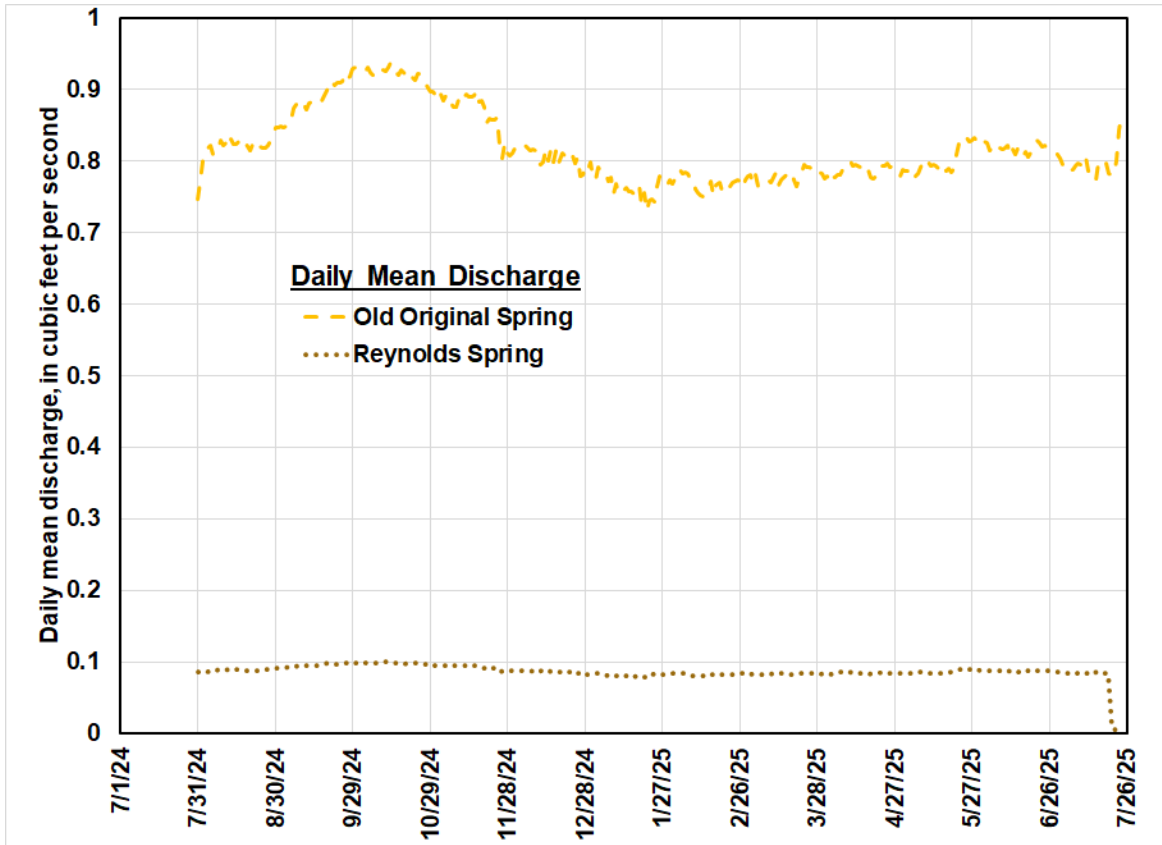


Figure 16. Hydrograph for spring collection in the Reynolds Creek drainage, August 2024 – July 2025.

The data for all measurement locations indicate seasonality of the flows that mirrors variations in flow observed in surface-water hydrographs, whereby more water is present during spring runoff periods and throughout the summer than during winter months (Figure 4). In fact, the data indicate that the Upper German Creek Spring was frozen from January 11 to February 4, 2025. The Reynolds Creek Spring flow record does not show the same seasonality as the other springs because ultimately its final record was based on a proportion of Old Original flow due to suspected backwater effects on Reynolds Creek Spring (Figure 12).

5.6 Water Treatment Plant Finished Water

WWE evaluated Upper Plant totalizer records to determine daily inflows from the Reynolds Creek/Old Original Springs and Lake Fork/German Creek Springs. The Reynolds Creek/Old Original Springs total yield was approximately 158.6 acre-feet, and the German Creek/Lake Fork Springs yield was approximately 333.6 acre-feet for the August 1, 2024 to July 31, 2025 period. Seasonality of the Upper Plant inflow data was consistent with that of the springs discharge data whereby inflows increase during spring and summer

months and are reduced by approximately 20 percent during winter months. The inflow yields are illustrated in Figure 17.

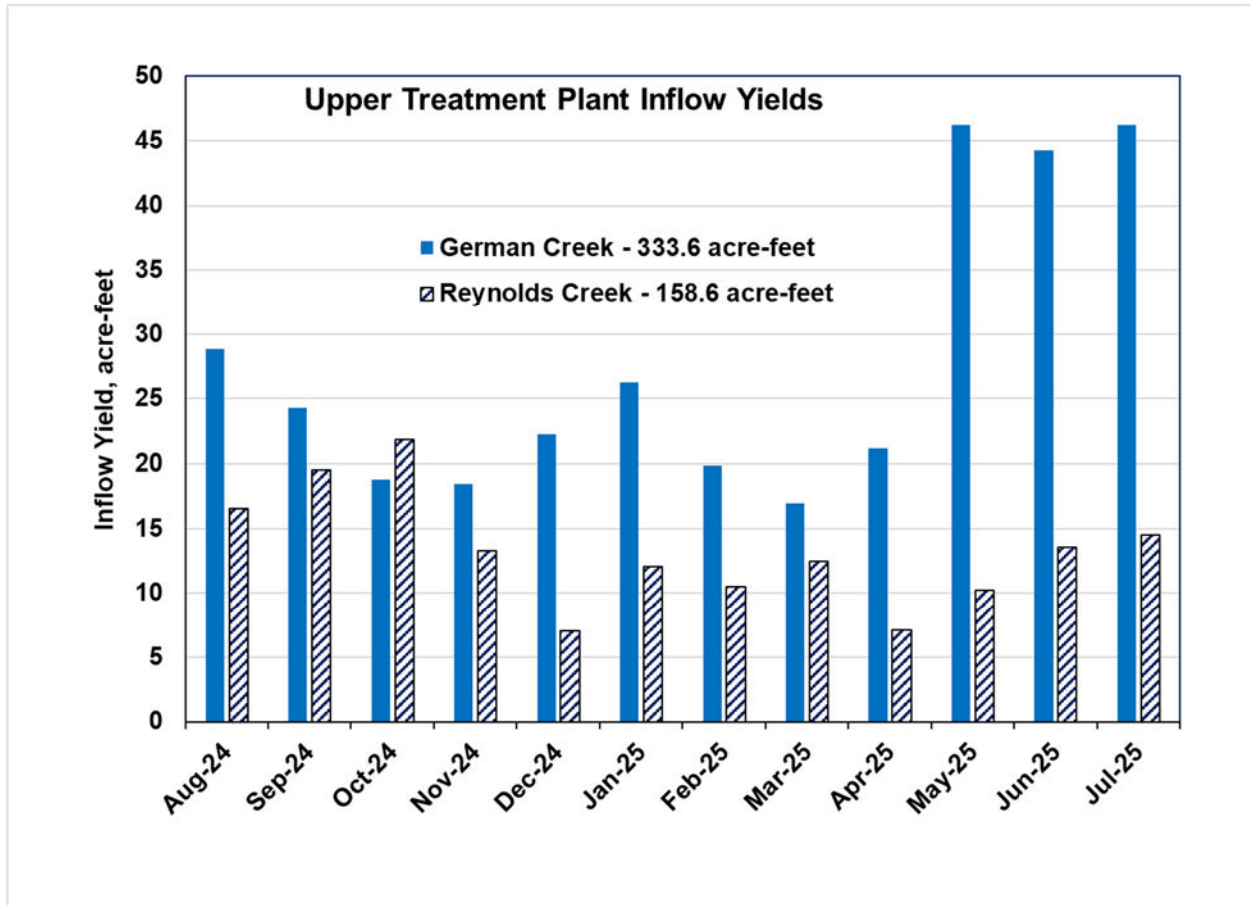


Figure 17. Upper Plant inflow yields calculated from totalizer data, August 2024 to July 2025.

5.7 Comparison of Spring Flows with Upper Plant Inflows

A critical part of evaluating the water balance model is a comparison of yields collected by the springs, on the upstream ends of the pipelines, with yields delivered to Upper Plant, on the downstream ends. Imbalances of estimated yields might indicate error in the flow measurements, pipeline leakage, diversions (a.k.a. “spill”) from the systems, or a combination of these factors. Comparison of estimated spring yields and the precipitation yields provides additional assessment of the accuracy and overall quality of the spring discharge records. Ultimately, important conclusions evolve from evaluation of the data by weighing each of the factors that could cause yield imbalances.

Monthly and total annual yields measured at the springs, Splitter Box, and Upper Plant locations are summarized in Table 3. The results lead to important conclusions about the Town’s spring-water collection system and simultaneously reveal large imbalances that are challenging to explain without critical additional information. For example, a *Paonia Water System Schematic* produced by WestWater Engineering, in January 2000, reveals that there are points in the Lake Fork Spring, German Creek Springs, and Reynolds Creek Springs pipelines where water can be “spilled”. The WestWater schematic also suggests that the Lake Fork Springs pipeline can spill to Roeber Reservoir, the Beaver Dam Ditch Pipeline

to Minnesota Creek, and to German Creek. Also, there is a point downstream from the connection of Reynolds Creek Spring and Old Original Spring pipelines where excess water can spill from the line. Documentation of the possible operations of these spill points was not provided to WWE; therefore they were not considered in the following analysis.

The following observations are provided starting from left to right in Table 3, which is essentially upstream to downstream in terms of the subsurface flow issuing into the system and flowing into the WTP.

- Total estimated precipitation yield in the Lake Fork drainage nearly matches the measured Lake Fork Spring yield. This is not possible or at best serendipitous because there is error in both the precipitation and spring yield estimations, and runoff of approximately 38 percent per the Minnesota Creek hydrologic analysis and ET at as much as 51 percent are not incorporated into this estimate. Therefore, the Lake Fork Spring discharge data might be overestimated by a significant percentage, or the excess water was spilled to Minnesota Creek or Roeber Reservoir. Improvements to the flow measurements are needed, including measured flows to Roeber Reservoir, Minnesota Creek, and German Creek. Alternatively, the sub-surface drainage area for Lake Fork Spring might be substantially larger than the topographic surface drainage area.
- The Upper German Creek Spring plus Lower German Creek Spring yields are 17 percent higher than the precipitation yields for the German Creek drainage area. Again, the same issues of measurement error are suspected for the German Creek Springs, and runoff (38 percent) and ET (51 percent) are not embodied in this estimate. Alternatively, the spill operations described above might explain the imbalance, or the sub-surface drainage area for the German Creek Springs might be substantially larger than the topographic surface drainage area.
- The German Creek Splitter Box yield, which is shown as the 80 percent that is routed to the WTP, is approximately 288 acre-feet, which is 57 percent less than the Upper and Lower German Creek Springs yields and 89 percent less than the combined yields of Lake Fork, Upper German Creek, and Lower German Creek springs (2,541 acre-feet). Yet, there is likely much lower measurement error in the Splitter Box measurement than in the springs' measurements. These differences in estimated yield could be explained by large leaks in the Lake Fork and German Creek collection lines that lose most of the collected water to the shallow groundwater, but this is not suspected. More than likely, water was spilled to German Creek. Additionally, the Splitter Box yield discharged to the WTP (240 acre-feet) is 28 percent less than the German Creek inflow yield at the WTP. If the WTP totalizer has a positive 10 percent bias and the Splitter Box data has a 10 percent negative bias, then these flows nearly match. However, there is still more water received at the WTP than is passing the Splitter Box even when these uncertainties are accounted for. This implies that the pipeline might be intercepting groundwater from leaks into the line, or additional unknown sources might be tied into this line.
- If the Reynolds Spring data are realistic, then that spring is intercepting a very small part of the available precipitation yield. On the other hand, the precipitation yield for the Reynolds Spring plus Old Original Spring drainage area is only 6 percent more than the combined yield of these two springs, indicating that the subsurface drainage areas of these two springs might be connected. Nonetheless, the yield measured for Old Original is 75 percent larger than the Reynolds Creek inflow yield to the WTP. Therefore, even if the measurement error for the Old Original data is hypothetically as high as 50 percent, the data strongly indicate that there is a very

large amount of leakage in this pipeline to the WTP or 75 percent of the flow was spilled prior to reaching the WTP.

- Overall, the flow data suggest that the springs have a distinct seasonality that mirrors the precipitation infiltration, much like surface-water hydrographs, and the same seasonality is observed in the WTP totalizer data.
- There appears to much more water to be captured in the Lake Fork and German Creek drainages than is currently developed.
- Comparison of measurements of the collected water in each of the spring monitoring locations to estimated precipitation yields for the topographical drainage areas suggests that the drainage areas for the springs are greater in extent than the topography indicates. Further investigation of the complex subsurface hydrogeology would be required to more closely delineate the actual extents of the sub-surface drainage areas and target areas where additional water might be developed for beneficial use.

Table 3. Monthly and annual yields for Reynolds Creek and German Creek Springs and Lamborn Water Treatment Plant and comparison with estimated precipitation yields for each spring sub-basin, August 1, 2024 – July 31, 2025.

[AF, acre-feet; %, percent; red bold type indicates large discrepancies between precipitation and spring yields]

Monthly Spring Collection Yields									Lamborn Water Treatment Plant Totalizer Yields	
									Inflow Source	
Month-Year	Lake Fork-LF (AF)	Upper German-UG (AF)	Lower German-LG (AF)	Splitter Box 80% (AF)	Sum LF+UG+LG x 80% (AF)	Old Original (AF)	Reynolds as Ratio of Old Original (AF)	Reynolds + Old Original (AF)	German Creek (AF)	Reynolds Creek (AF)
Aug-24										
Sep-24										
Oct-24										
Nov-24										
Dec-24										
Jan-25										
Feb-25										
Mar-25										
Apr-25										
May-25										
Jun-25										
Jul-25										
Spring Totals (AF)	1872	316	353	240	2033	593.7	39.2	632.9	333.6	158.6
Precipitation Totals (AF)	1858	571			1943	96	579	675	2429	675

5.8 Suggestions for Improved Monitoring and Other Data Collection

Opportunities exist to improve the spring-water data-collection system. In addition to installation of new, more accurate instrumentation on the spring manhole outlets designed by RESPEC, the following actions are suggested.

5.8.1 Town Water-Collection System Investigations

1. Improve the water monitoring program.
 - a. Implement a more routine data-collection program. At least monthly data downloads would be helpful, and measurements of water levels inside the pipe inverts are critical.
 - b. Refine current design drawings of each spring monitoring location to make sure all dimensions are included and accurate.
 - c. Obtain and analyze the continuous water level records collected in the Spore Spring and Pole Patch Spring measurement locations.
2. Document and evaluate the raw water collection system conditions.
 - a. Incorporate the measurements from new instrumentation designed by RESPEC to the raw water collection system water balance. These measurements will improve the current water balance by providing more accurate flow measurements at existing monitoring locations and can help to identify potential spill locations or other transmission losses.
 - b. Measure and obtain accurate records of water spilled from the pipelines to various receiving waters.
 - c. If resources are sufficient, perform camera surveys of insides of pipeline sections believed to be leaking to find places for limiting transmission losses.

5.8.2 Continuing Hydrogeological Characterization

1. Install meteorological instrumentation for barometric pressure, temperature, and precipitation depth monitoring wherever possible in each spring's drainage area.
2. Conduct more geophysical and surface geological investigation to more accurately determine the sub-surface drainage areas for each spring.
3. Consider conducting stream gaging to gain knowledge of actual runoff and groundwater-surface water interaction.
4. Additionally, consider conducting conservative tracer injection studies (e.g. sodium bromide, sodium chloride) on surface waters suspected to be lost to the sub-surface and captured by the spring-water collection system. This requires specialized expertise using scientists accessible to WWE who have expertise with these techniques.

6.0 GEOPHYSICAL SURVEY AND ANALYSIS

The shallow hydrogeologic conditions of the site are complicated because they involve the underlying bedrock structure, including fracture zones, and depositional processes related to bedrock erosion and downslope movement of erosional materials. Although the mechanics that form these bedrock features and depositional processes are complex, techniques and methodologies such as geophysics, remote sensing, and geomorphic modeling improve the interpretation with respect to water-bearing features. Electrical resistivity has been used extensively in groundwater exploration and is commonly used to determine preferred locations for development of groundwater supplies, including both wells and shallow springs. For this evaluation, WWE utilized the 2DR method.

6.1 Basics of the 2DR Geophysical Survey

The 2DR geophysical survey is performed by measuring electrical resistivity between various locations (or stainless-steel stakes) oriented in selected configurations or arrays. This arrangement and data collection is performed along various lines or traverses as selected by previous site visits to assess the most ideal location for data acquisition. To obtain this information, stainless steel stakes are driven into the ground at equal length intervals and connected by an electrode cable to a receiver. The receiver is a computer system known as a SuperSting Earth Resistivity System (SuperSting) manufactured by Advanced Geosciences, Inc. (AGI). The SuperSting is connected to a switch box which is connected to sealed lead acid batteries to provide current injection to the subsurface using the programmed configurations. The SuperSting automatically measures and records hundreds of earth resistivity values. The resistivity measurements are typically performed using three standard arrays: Dipole-Dipole, Schlumberger and Wenner configurations. These three configurations have different advantages regarding horizontal and vertical resolution and susceptibility to outside electrical noise. Data was first analyzed separately for each configuration to evaluate the presence of subsurface features that are in common. Subsequently, the data for all three configurations were merged to provide a more detailed analysis for each traverse. Prior to analysis, a terrain file was created to provide topographic correction of the resistivity measurements. Topographic elevations were obtained in the field by WWE at each stake using a high-resolution GPS-based system.

6.2 2DR Survey at Mount Lamborn

WWE mobilized and conducted the 2DR geophysical survey during a ten-day period spanning from July 21, 2025, to July 30, 2025. WWE conducted this geophysical survey analysis along six pre-selected traverses within the Town's spring collection system [REDACTED]. Traverse locations were determined based on previous geologic field and mapping observations, the relative importance of the springs in terms of current estimated water diversions, accessibility of the springs, and the potential for capturing additional supplies from unused/under-used water rights. [REDACTED]

[REDACTED] had been planned but could not be performed due to inaccessibility at the time of the survey. All 2DR surveys were conducted using either two- or three-meter spacing and 56 electrodes, providing traverse lengths between 110 meters (361 feet) and 165 meters (541 feet). Depth of resolution ranged from 16 meters (52 feet) to 38 meters (125 feet). Processing of the data using proprietary software from AGI produces a virtual resistivity vertical section that is color-contoured to assist with interpretation of site hydrogeologic conditions.

Interpretation of hydrogeologic conditions from the 2DR survey is based on contrasts in resistivity values and observations of potential structural features associated with those contrasts. For example, a dense, unfractured, igneous rock such as granite has a very high resistivity value greater than 1,000 ohm-m. However, the presence of water-bearing fracture zones locally reduces the bulk resistivity from thousands of ohm-m to hundreds or even tens of ohm-m. These local zones of low-resistivity can often show structure that supports the interpretation of a water-bearing zone, such as a steeply-dipping fracture or zone that projects to a known spring location. Shallow-dipping fracture zones, such as bedding-plane fractures, can also be detected but are sometimes less distinct when combined with near-horizontal layering of geologic units. As another example, lenticular, near-horizontal zones of low resistivity materials overlying more highly resistive zones can indicate water-bearing zones consisting of sand, gravel, or cobbles associated with paleochannels and/or contact springs.

6.2.1 German Creek

[REDACTED] The traverse locations were offset slightly from the originally planned locations, because the access was not adequate. Upper German Creek was not accessible.

[REDACTED] It appears that flow from both the fracture zone and the shallow flow combines to emerge near the land surface at approximately 78 meters on the traverse.

[REDACTED] unless power is available for a well pump or unless there is sufficient artesian head to allow the well to flow on the surface, further exploration by means of drilling is not likely to be of value.

[REDACTED] A water-bearing fracture zone is suggested by the abrupt transition from high to low resistivity at about 34 meters on the traverse. Low resistivity near the land surface between approximately 39 and 54 meters on the traverse suggests a potential location to intersect near-surface groundwater with a track excavator. Given that it is unlikely that a drilling rig could be mobilized to this location and given the limitation of a well as noted above, further exploration by drilling of the potential fracture zone is not likely to be of value.

6.2.2 Reynolds Creek

[REDACTED] A near-horizontal zone of low resistivity between

depths of approximately 13 and 20 meters (42 and 66 feet)

Approximately 15 gallons per minute of flow was estimated to bypass the spring box. After the flow surfaces, it follows the topography downslope as a small stream. The stream does not appear to gain additional flow along its path, suggesting that it provides some recharge to the overburden along its path. At approximately 82 meters on the traverse, the shallow bedrock appears to force the subsurface flow to emerge again, creating a second contact spring. The flow then appears to reinfiltrate into the overburden.

It is possible that this flow, which is bypassing the spring box, could be better captured by improving the surface structure. However, given the contact nature of the spring and the depth of the saturated zone upstream of the spring box, it is unlikely that significant additional capture could be achieved with a deeper excavation.

6.2.3 Old Original

It had been planned to orient one traverse along the stream drainage, crossing the spring box at the bottom, and orient the other traverse perpendicular to the stream, near the head of the drainage where the original spring structures are located. However, neither traverse was accessible. Therefore, an alternative

Neither of these features appear to directly feed the spring box. It is also postulated that the southeastern feature could be associated with flow along low-angle bedrock fractures, as there is indication of near-horizontal layering. In addition, there is a potential, near-vertical fracture indicated at approximately 48 meters on the traverse. While this feature underlies the spring box, it does not appear to be directly feeding the spring box. Rather, it appears that the topography itself is fracture controlled and that the flow at the spring box is nearly all in the streambed, rather than groundwater emerging at the spring box location. It is postulated that stream might be largely fed at the original spring locations closer to the head of the drainage, perhaps receiving water from an underlying fracture zone. However, this could not be verified without better access to those locations. More persistent flows later into the summer at Old Original potentially support the interpretation of fracture flow, particularly considering the small drainage area compared to the other spring locations. It might be possible to better capture the surface flow in the spring box by improving the existing surface structures; however, it appears unlikely that more deeply excavated structures would significantly improve the capture of water at this location.

6.2.4 Lake Fork

, lenticular-shaped zones of low resistivity are observed at depths between approximately 7 and 23 meters (23 and 75 feet). These zones are suggestive of paleochannels within the overburden that might contain coarse-

grained, water-bearing materials. These materials do not appear to be in direct hydraulic connection with the spring box. Further to the east, between approximately 89 and 119 meters on the traverse, are a series of conductive features that are interpreted as a potential zone of intersecting, water-bearing bedrock fractures. These features, which are at depths of approximately 27 meters (89 feet), appear to be in hydraulic communication with the potential paleochannels, which might be feeding the deeper fracture system, but do not appear to be in hydraulic connection with the overlying spring box.

[REDACTED] This saturated zone appears to be perched on a high-resistivity layer, likely representing shallow bedrock, and is likely the zone feeding the spring box. Shallow water can be heard percolating through the rocks just upslope of the spring box. WWE interprets this zone as a minor contact spring, and the observation of Mancos Shale fragments in the stream at the start of the traverse support the conclusion of a contact spring.

[REDACTED] (46 to 92 feet). These near-vertical zones are interpreted to be water-bearing fractures within the bedrock, and they do not appear to be contributing water to the spring box.

It is our opinion that the spring box at Lake Fork is intersecting a minor contact spring and that there is little opportunity to increase flow collected at the spring box location. The western-most potential paleochannel might possibly be further explored with a large track excavator that could reach a depth in excess of 25 feet. A drilling rig would be required to reach the potential fracture zones underlying the spring box location, but further exploration by drilling is unlikely to be of value given the previously discussed limitations of wells on this site.

6.3 Summary of Results

The 2DR geophysical survey performed at selected spring sites demonstrates the complexity of the underlying hydrogeologic conditions on Mount Lamborn. WWE's interpretation of the geophysical data indicates the presence of the three major types of springs (gravity, contact and fracture) as well as some combinations of these spring types. At German Creek, both gravity and fracture springs are interpreted. At Reynolds Creek, the spring appears to be a classic contact spring. At Old Original, a fracture source is postulated. At Lake Fork, a contact spring is interpreted.

Existing collection systems sometimes appear to have been constructed at locations based on observed surface expressions of the springs. The subsurface information provided by the geophysical surveys indicates that there are additional areas nearby that may contain greater yields of shallow subsurface flow. For example, the Lower German Creek collection box appears to be approximately 130 feet south of a much larger area of saturated overburden that is potentially combined with fracture flow. This is not surprising, as the technology to better image the hydrogeologic conditions is relatively new compared to the age of the spring collection systems.

Further verification to determine the nature of the features identified by the surface geophysical survey and further exploration to determine the extent of those features are important next steps. Access to the sites by either excavation equipment or drilling rigs is a significant limiting factor with respect to such efforts. In addition, drilling for the purpose of exploring and verifying the deeper potential fracture features (such as at Lake Fork and Old Original) may not have value if power cannot be provided for

pumping equipment or if sufficient artesian pressure does not exist to bring water to the surface without pumps. However, opportunities do exist for using track excavation equipment to verify and explore some of these locations, such as Middle German Creek, Lower German Creek, and perhaps Lake Fork. Alternatively, some locations could potentially benefit by improving existing collection structures, such as at Old Original and Reynolds Creek. More detailed evaluations of those structures and the ability to improve them should be contemplated as part of future phases in planning for further spring collection and/or development.

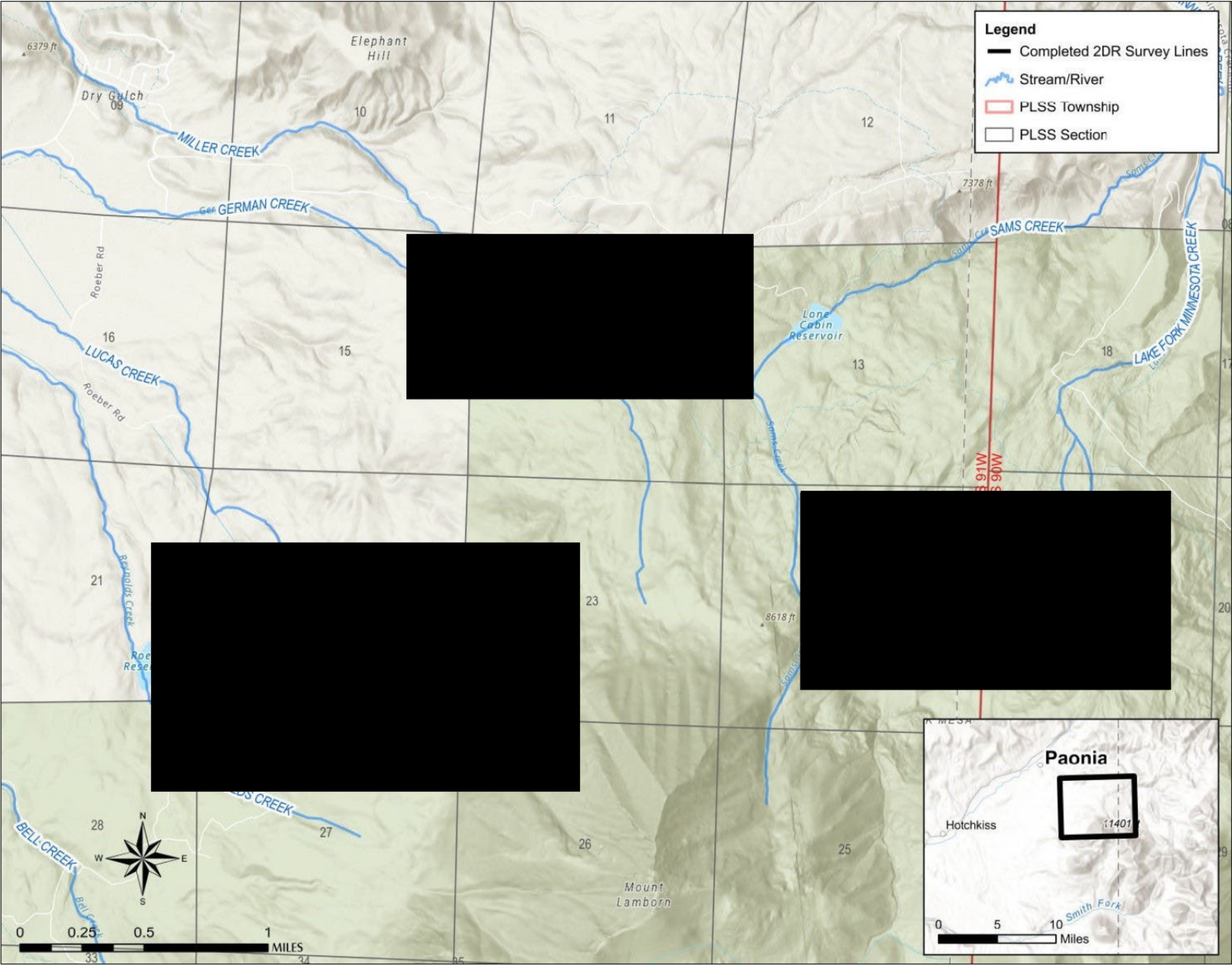


Figure 18. Geophysics Overview of 2DR Section Lines.

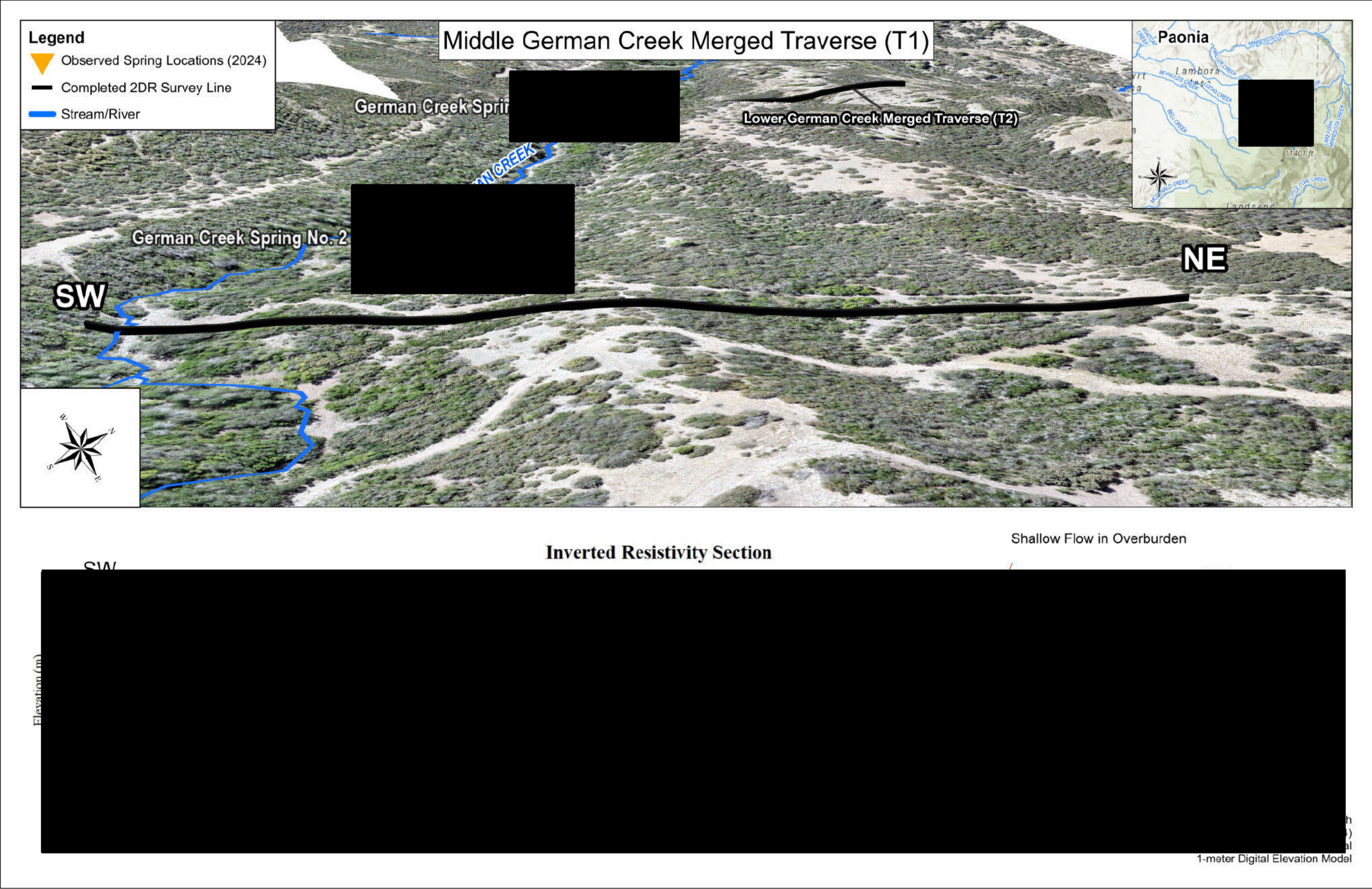


Figure 19. Middle German Creek Merged Traverse (T1).

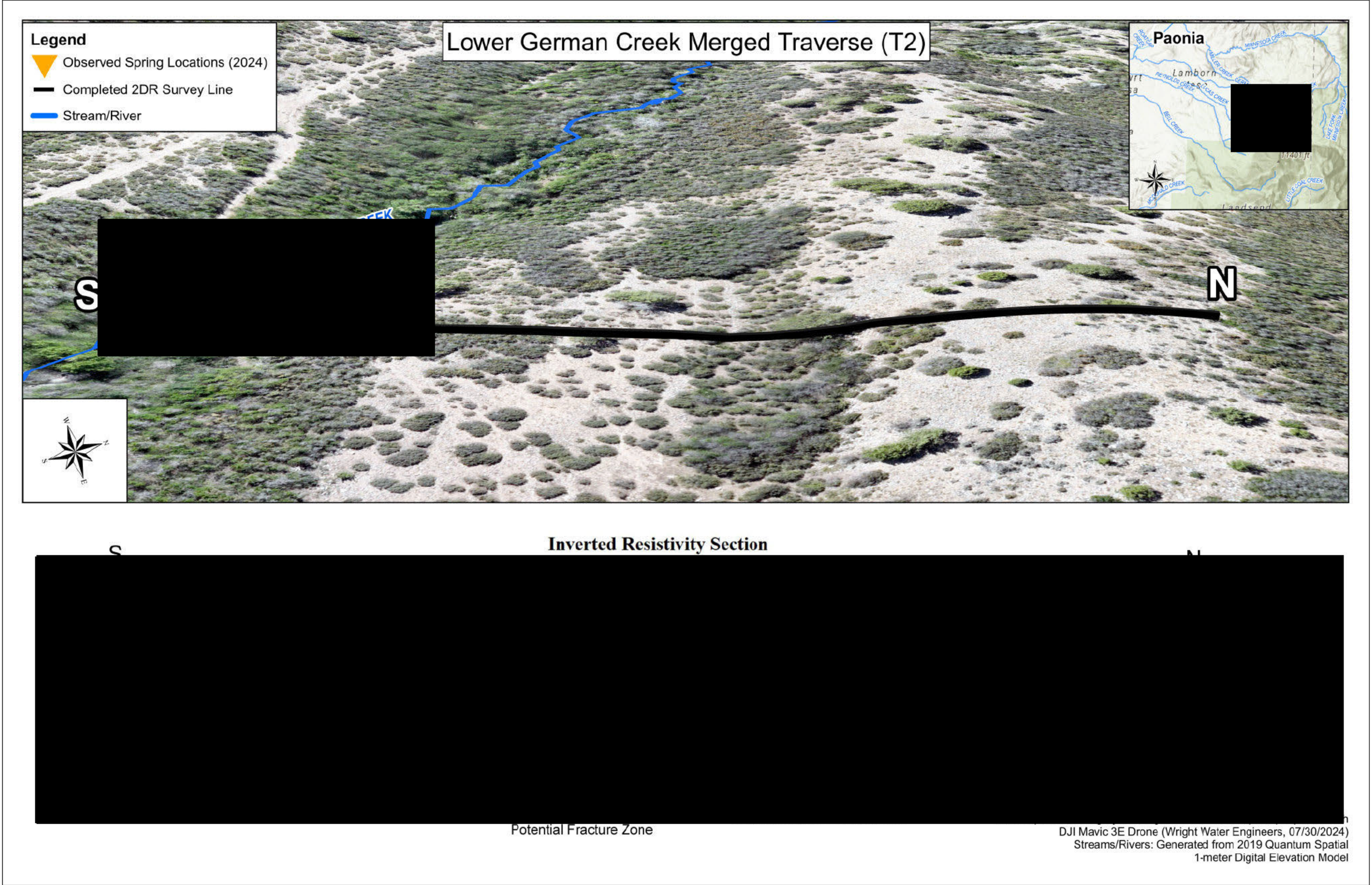
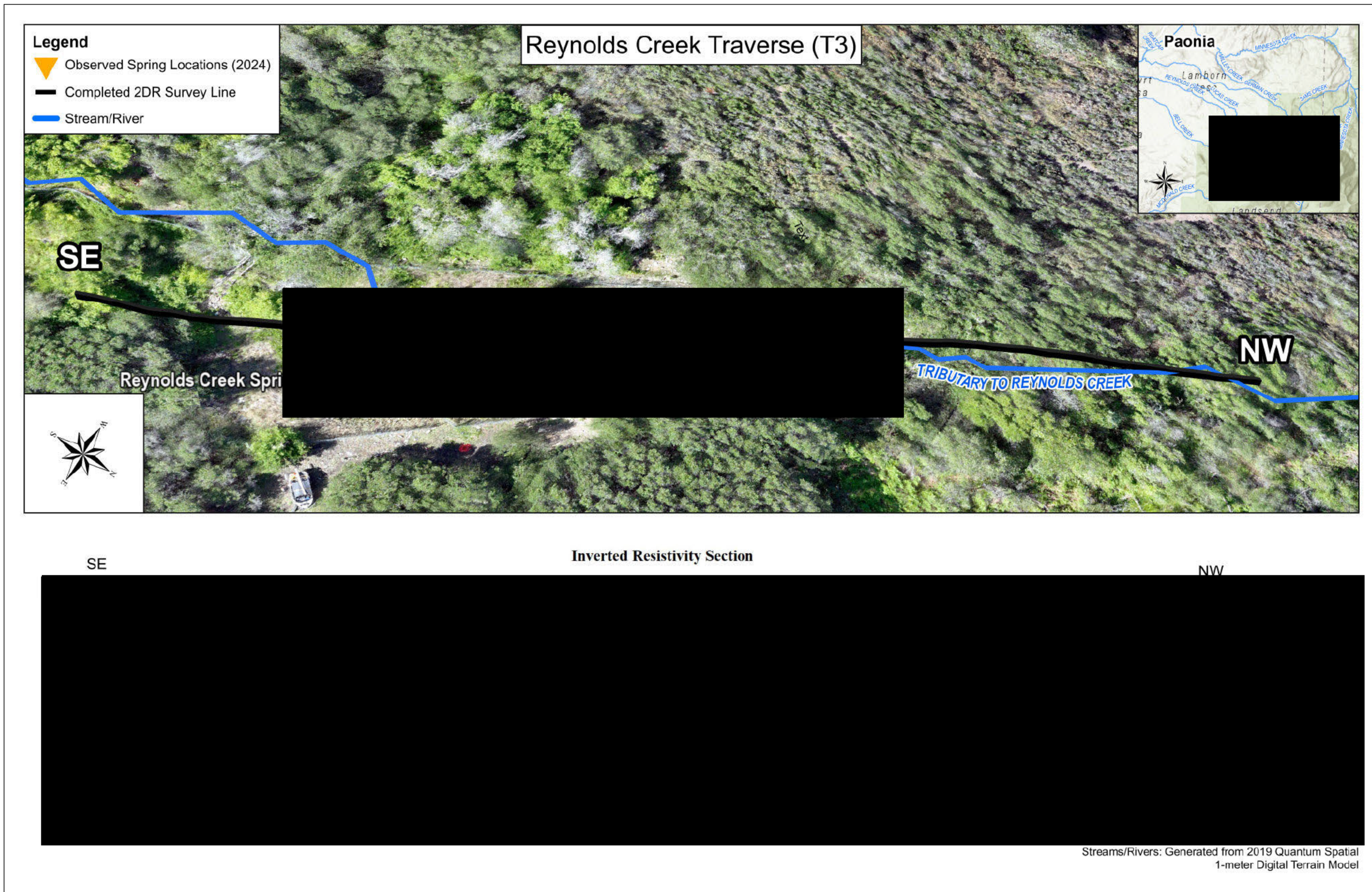


Figure 20. Lower German Creek Merged Traverse (T2).



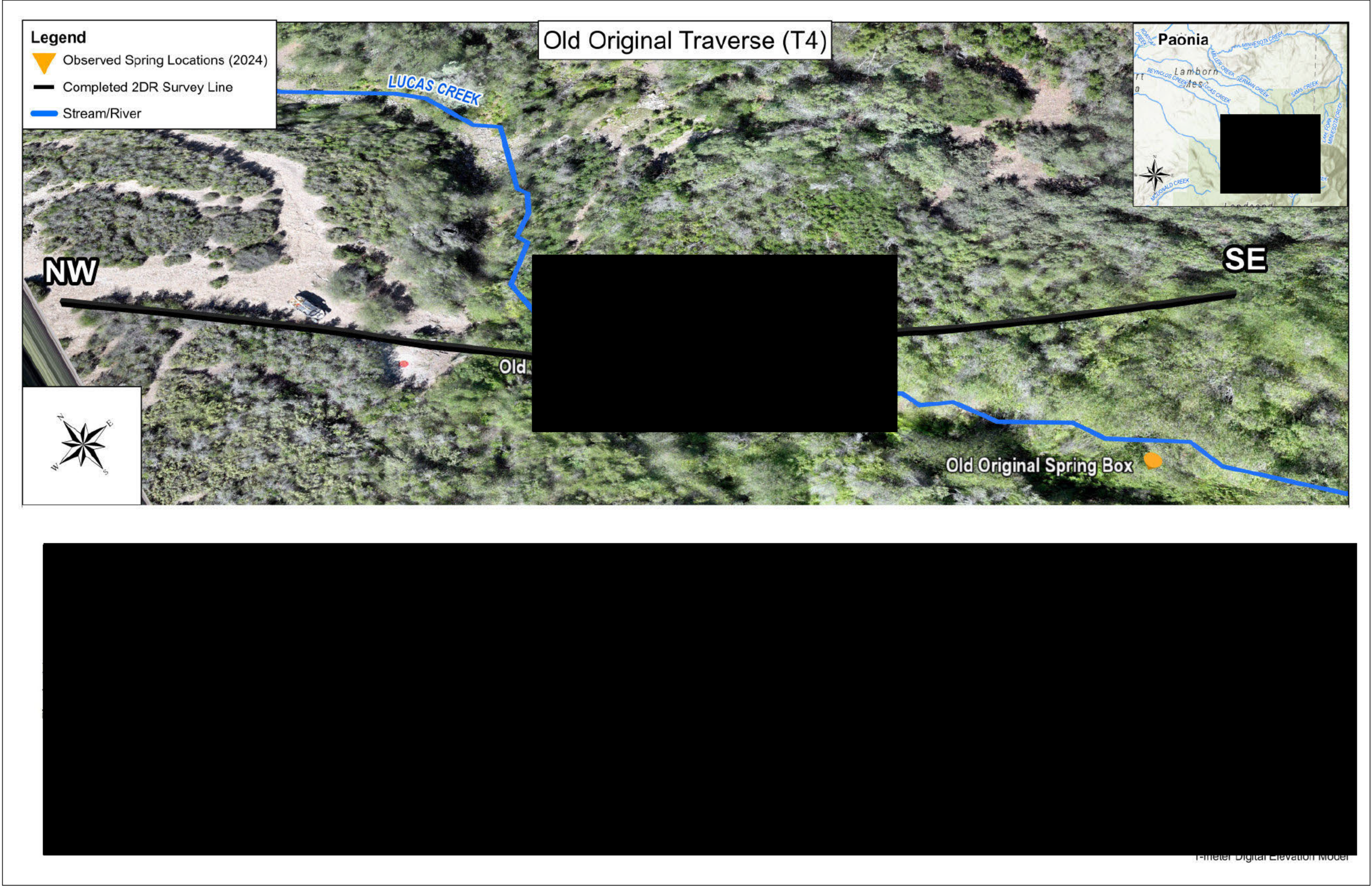


Figure 22. Old Original Traverse (T4).



Figure 23. Lake Fork Perpendicular Traverse (T5).

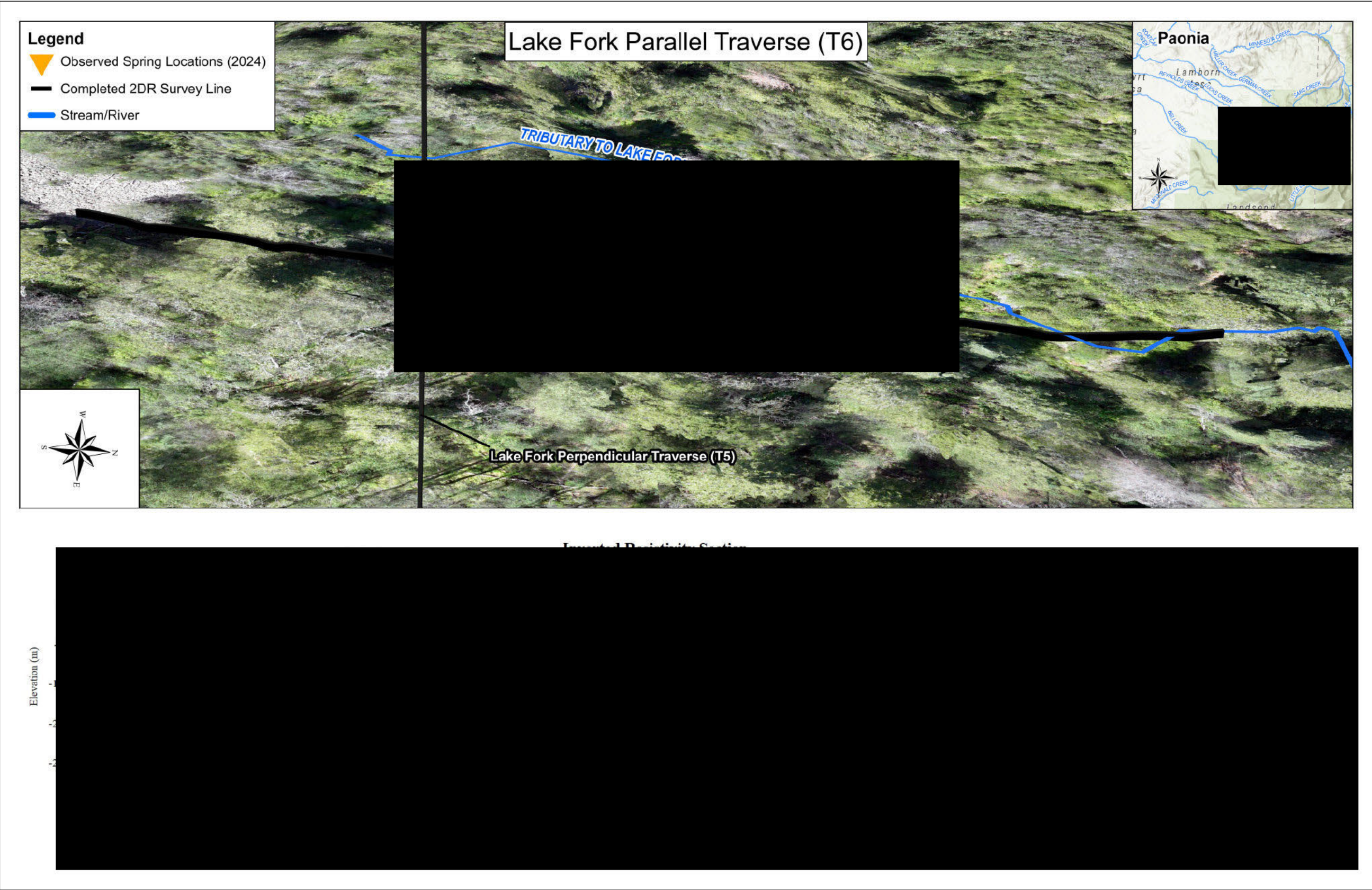


Figure 24. Lake Fork Parallel Traverse (T6).

7.0 WATER RIGHTS

The springs that feed the Town's domestic water supply are all located within the North Fork Gunnison River (North Fork) drainage basin. The North Fork is an over-appropriated drainage basin, meaning that, at least during certain times of year, there are more decreed water rights than flow available to satisfy the rights. In the North Fork basin, as in most drainages, the river is controlled by senior (older) irrigation water rights that often date back to the 1880s.

During times of shortage, senior water rights have the ability to place a "call" on the river and ask that the Division 4 Engineer of the Division of Water Resources (DWR) administer the stream. During a call, the Division Engineer begins by curtailing any unadjudicated water rights first, followed by the most junior water rights. Only those water rights located above (upstream) the calling right are affected by a call, but that includes rights on tributaries whose confluence is above the calling right.

As discussed earlier, the Town's water supply is divided into two areas. The springs that feed the collection system that delivers water to the Lower Plant and those that feed into the collection system for the Upper Plant. We will summarize the water rights for both areas, but the focus of the water rights discussion will be on those springs feeding the Upper Plant (Figure 25).

Water rights administration in Division 4 has historically been viewed to be at a more relaxed level than other divisions. WWE recommends that any water supply development plan be based on the assumption of strict administration in the future.

Additional development of water supplies needs to be in line with the water court decreed locations for the senior rights. For surface water diversions, locations that are found to be within 500 feet of their decreed location are considered to be in compliance with the decree. Proposed locations for further development of the spring water rights should be confirmed with a legal interpretation of the decree by the Town's water attorney.

WWE mapped the Town's water rights that deliver water to the Upper Treatment Plant to show the legal description compared to the features observed in the field (Figure 26, Figure 27, and Figure 28). WWE also included the 500-foot buffer around the decreed location to indicate the area within which further spring development might occur without triggering a change in water right.

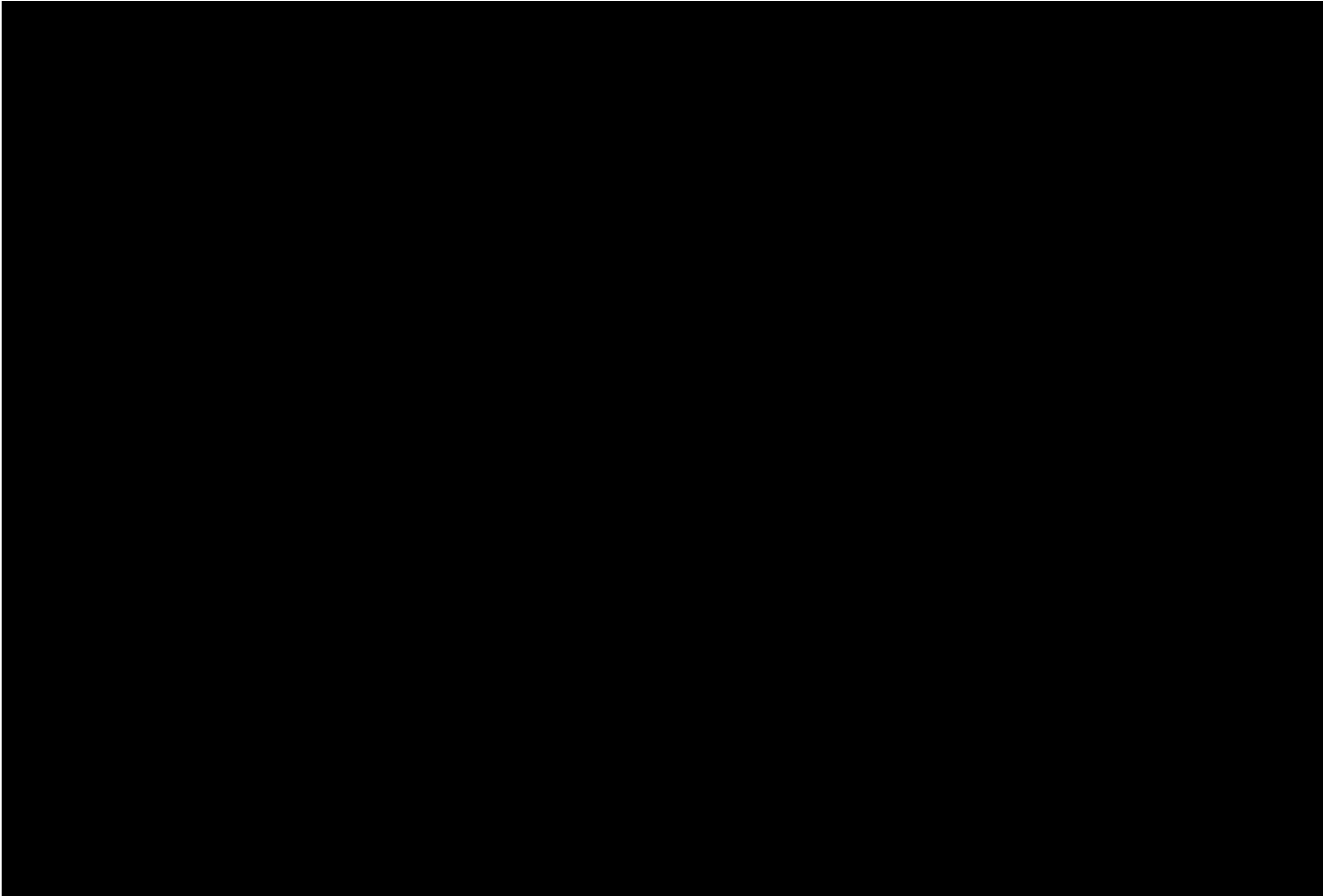
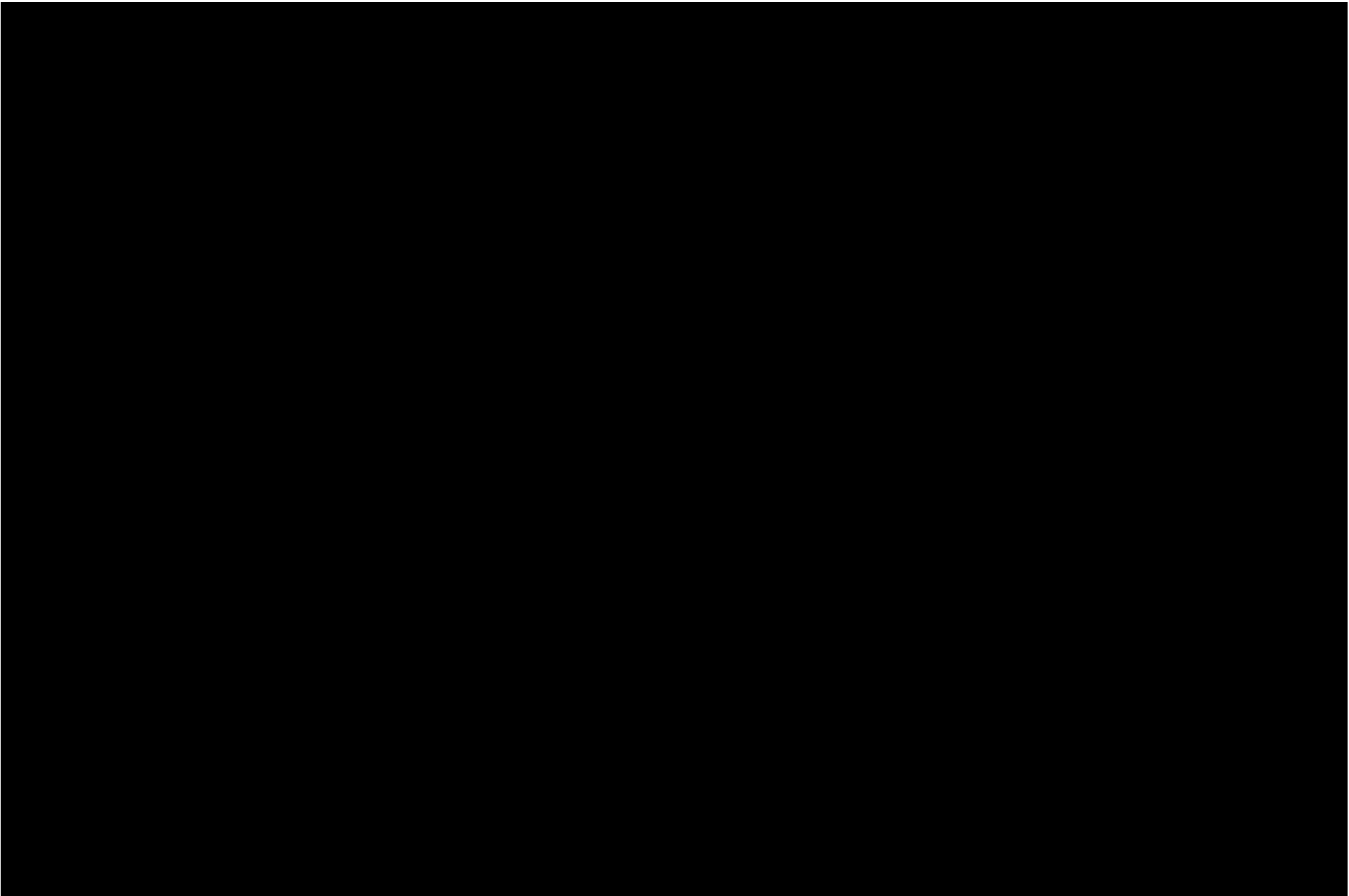
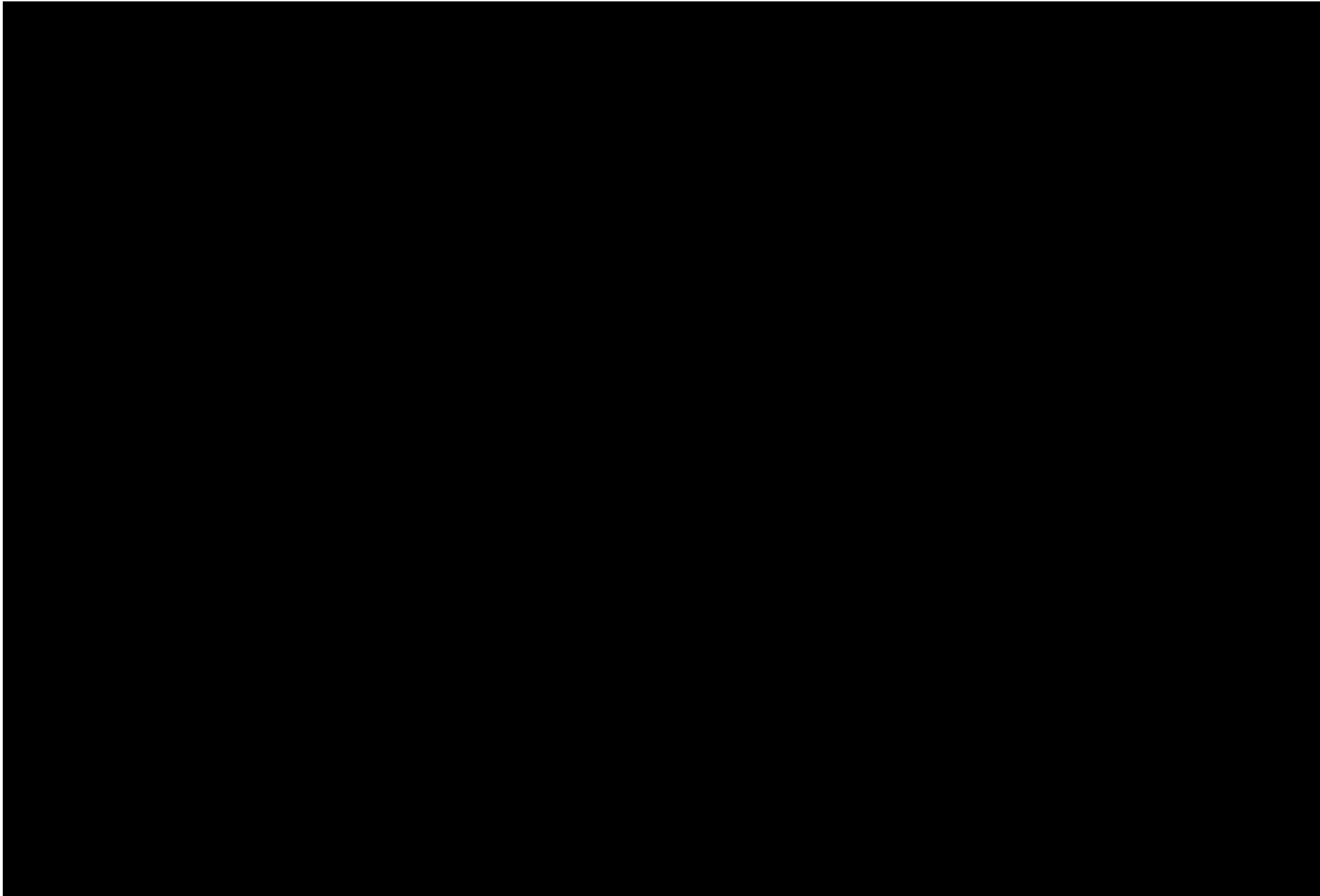
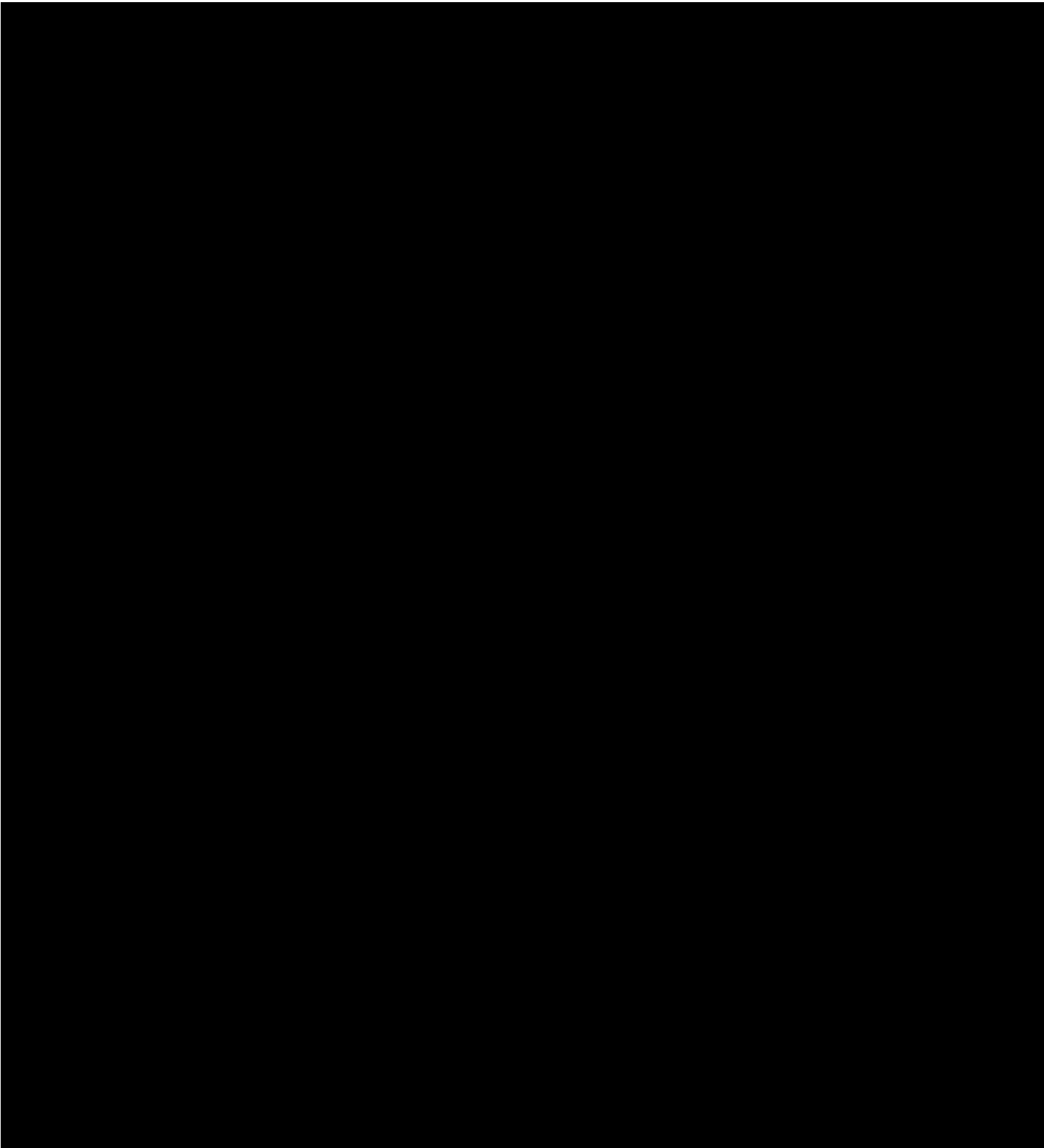


Figure 25. Paonia Water System Schematic (WestWater Engineering, 2000)







7.1 Previous Water Rights Reports

Minion Hydrologic (1994), WestWater Engineering (2000), and W.W. Wheeler & Associates (2004) have completed previous studies that have at least included documentation of the water rights associated with the Town's springs and the associated collection system. The Minion Hydrologic report was the most comprehensive and is included (without the appendices) as Appendix B.

The Town's previous water attorney, Sherry Caloia, prepared a water rights table in 2023, included here as Table 4. Table 4 represents Ms. Caloia's research of previous engineering reports obtained by the Town, the Division Engineer's tabulation of water rights, review of the decrees, conversation with the Water Commissioner for District 40, and review of contractual agreements involving the Town.

For the purposes of this report, Table 4 represents the extent of the investigation regarding the springs delivering water to the Lower Treatment Plant. WWE made some observations regarding some of the water rights associated with the Upper Treatment Plant that will be discussed below.

Table 4. Town of Paonia Water Rights Table 2023

Name	Decree	Priority	Amt in cfs	Use	Dates	Notes	Water Treatment Plant
Beaver Dam Ditch or Lake Fork Springs	567 (W3216) See 14CW3004 14CW3004			I M	Irrigation season only Nov 1 – March 31		Upper Plant
German Creek Sp Collection	423 3503 W-3188 (80CW100) W-3188			M M M	1883/1889 1883/1889 1882/1954 1974/1977		Upper Plant
Meyer & Orth	38 CA0423 3503			M M M	1882/1889		Upper Plant
Lucas Ditch	CA0038 + CA00475			M	1884/ 1889 1905		Upper Plant Old Original Spring Reynolds Creek Spring
Bell Creek Pipeline (Decreed Name)	W-3279 + 80CW81 3503			M M	1883/1889 1930/1936		Lower Plant
Paonia Pipeline (Decreed Name)	2574 80CW81			M	1883/1889		Lower Plant
Clark Springs							Lower Plant
Corral Sp 1	4808 + W-3279			M			Lower Plant
Corral Sp 2	4808 + W-3279			M			Lower Plant
Gelwicks Sp Pipeline	5625			M	1885/1889 1885/1920		Lower Plant
Kauer Springs	3964 + 5			M			Lower Plant
Lambs Gulch Spring	3694 and 5						Lower Plant
Mays Sp							Lower Plant

Legend for Table of Water Rights Town of Paonia

1. Beaver Dam Ditch. The Clark and Wade ditch right (C&W) was transferred to this ditch. Decree states that the Town owns 12.5% or .50 cfs. This is the first priority. This amount is decreed for irrigation use only so it is limited to the irrigation season. The Town adjudicated an additional .5 cfs in 2014 which is limited by decree to the non-irrigation season November 1 to March 31.
2. German Creek Springs Collection. These springs were originally adjudicated for 4.0 cfs by the Town in 1977 for municipal uses. In 1980 the Town moved the Meyer and Orth Ditch rights it acquired from Mott and all other owners in a change/augmentation plan. The maximum diversions under these senior priorities of the M & O is 80% of the amount of the decrees (#1+9 3.16 and #J-2 .40 cfs). The Town could also divert its own 4 cfs but this right is probably never in priority when needed.
3. Kauer Spring. The Kauer Spring is only adjudicated as a part of the Mount Lambert Ditch decree along with the Spore Spring and the Upper Reynolds. The Upper Reynolds has its own decree in addition to Mount Lambert Ditch. Spore and Kauer springs have no separate decree. The Town has .25 cfs of the Mount Lambert and the balance of the Mount Lambert (.50) is abandoned.
4. Lamb's Gulch Spring. Lamb's Gulch Spring is mentioned in testimony of 84CW288 and presumably is part of the springs mentioned in Case No. 3695 as connected to the Spore, Kauer, and Upper Reynolds collection of springs. There is no separate decree.
5. Mount Lambert Ditch. There was an agreement with the Simeos referenced in Case No. 3279 that the Town owned the first .25 cfs and that the Simeos own the balance or .50 cfs. Thus, the flow of Spore Springs, Lamb Gulch, Upper Reynolds, and Kauer were all included in this .25 cfs. (The town could not call out the Spore Spring as against Simeo.) However, in 01CW282 the State abandoned .50 cfs of Mount Lambert saying that this amount was not used. Since the Town diverted the flow, I believe that this was the Simeo's .50 cfs and not the Town's.
6. Spore Spring. This spring has not been adjudicated under the name Spore Spring. However, it is included as a source for Mount Lambert Ditch. The State Engineer has separately measured and recorded the diversions from the Spore saying that it was not decreed. The Division engineer has not altered its position and is recording the Spore Spring as Mount Lambert. But the Kauer and Upper Reynolds and Lamb Gulch are also to be included in the diversion amount.
7. T + M Springs. The T+M springs do not appear to be adjudicated under this name. In 3279 the Applicant moved the AA Smith Ditch down to the T & M springs 1-3. Spring #4 was found to be a source for the Town's Mays Spring. However, a few years later Sunrise Ranch went to Court and undid that change moving the AA Smith back to its original location. T + M Springs appear to be unadjudicated otherwise.

7.2 German Creek Springs Collection System

The Town owns a junior right for 4.0 cfs decreed in Case No. W-3188 for municipal use (Figure 26). Because this junior right is typically not in priority during the irrigation season, a change of water right and plan for augmentation was also decreed in Water Court in Case No. W-2693. The Court decreed the senior priorities in the Meyer and Orth Ditch (a downstream ditch on German Creek) to be changed and/or used for augmentation for the German Creek Springs Collection System during the irrigation season.

Priorities 1 and 9 in the ditch for 1.7 and 2.25 cfs, respectively, were changed to municipal use. However, the Court only allowed the consumptive use portion (80 percent) to be changed, while the other 20 percent—representing historical return flows—must be allowed to pass downstream to the historical headgate on German Creek. Even with this limitation, the legal supply associated with the senior rights is 3.16 cfs (80% of 1.7 and 2.25 cfs).

When the junior municipal right goes out of priority, the Town must cease irrigation diversions at the Meyer and Orth Ditch and use the senior rights as an augmentation supply for the diversions under the German Creek Springs Collection System.

7.3 Beaver Dam Ditch (Lake Fork Springs)

The senior irrigation water right in the Clark and Wade Ditch was previously transferred to the Beaver Dam Ditch before the Town sought to change its use in Case No. 14CW3004 (Figure 28). The Town owns a 12.5% interest in the first 4.0 cfs, or 0.5 cfs, as specified in W-3216. The Court only allowed the historical

consumptive use (HCU) portion of the right to be changed to municipal use due to the historical return flows returning to Reynolds Creek and the North Fork bypassing intervening water rights.

Therefore, the ability to use the changed water right for municipal use was limited to the average HCU over the prior 10 years (2003 through 2012). These monthly rates range from 0.017 to 0.2 cfs during the months of April through October, significantly reducing the 0.5 cfs value during the irrigation season as shown in Table 5, below. It is unclear whether these rates would only be available if/when the full 4.0 cfs was physically and legally available given the 12.5% ownership.

Table 5. Table 1 from 14CW3004 Decree: Historical Consumptive Use of Town of Paonia Interest in Beaver Dam Ditch (AF)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2003	0	0	0	2.14	5.12	9.58	13.14	11.45	4.37	3.11	0	0	48.91
2004	0	0	0	0.29	7.08	10.07	12.69	9.53	3.12	1.82	0	0	44.59
2005	0	0	0	1.00	5.54	7.17	13.14	8.51	3.73	1.53	0	0	40.62
2006	0	0	0	2.42	7.74	11.00	9.69	9.74	2.98	0.00	0	0	43.56
2007	0	0	0	1.73	5.60	9.37	12.90	10.62	3.62	1.73	0	0	45.57
2008	0	0	0	0.45	4.98	8.92	13.01	8.41	6.12	2.50	0	0	44.38
2009	0	0	0	0.00	4.39	8.43	12.86	10.24	6.91	0.91	0	0	43.74
2010	0	0	0	13.4	3.33	9.90	11.10	7.85	6.04	1.81	0	0	41.37
2011	0	0	0	0.78	3.46	9.20	11.79	10.28	5.09	1.81	0	0	42.40
2012	0	0	0	0.27	7.80	12.15	11.87	8.45	6.04	2.01	0	0	48.58
Ave (AF)	0	0	0	1.04	5.50	9.58	12.22	9.51	4.80	1.72	0	0	44.37
(cfs)	0	0	0	0.017	0.09	0.16	0.2	0.15	0.08	0.028	0	0	

During the non-irrigation season the Town can exercise its junior water right, when in priority, for up to 0.5 cfs without further limitations.

8.0 CONCLUSIONS AND AREAS OF FUTURE STUDY

WWE's investigation of the hydrogeology of the Town's water supply has provided and improved understanding of the physical and legal yield of the springs comprising the domestic water supply. The hydrogeology of the study area—comprised primarily of the springs and tributary basins supplying water to the Upper Treatment Plant—is complex beyond what has historically been understood based on the spring surface expressions. WWE found that the subsurface drainage basins do not match the surface topography, with some of the better-producing springs appearing to have some of the smaller tributary areas.

The inherent challenge with the water supply is that the springs generally have a seasonal hydrograph similar to a surface water source. When the spring flows drop off in the late season, the supply can struggle to meet demand. With only operational storage in the system, there is no mechanism to store the higher raw water flows for delivery later in the season. As a result, WWE prioritized spring complexes that maintained higher flows in the late season as resources to explore for further development.

The initial hydrologic modeling was based on regional values for key parameters such as precipitation and evapotranspiration and relied upon recently installed pressure transducers to collect data at key locations to estimate flows being collected at the springs. WWE was receiving pressure transducer data through September 2025 from Town staff that we processed to estimate flows using hydraulic analysis of the collection systems with schematics and dimensions provided by RESPEC. WWE was able to draw broad conclusions from our modeling efforts. There is generally more water that is available than is currently being captured at the collection systems. This conclusion matches the fact that during high runoff, significant water is bypassed at the spring boxes due to the flows exceeding system capacity. In addition, there appears to be significant losses in the conveyance system delivering the water to the Upper Treatment Plant. The Town and RESPEC are planning on installing permanent flow measurement stations at key locations in the collection system. WWE proposed to use the structure of the hydrologic model developed in this investigation combined with the improved accuracy and consistency of the proposed flow data to refine the modeling and enable the results and conclusions to be more quantitative.

WWE's initial evaluation of the water rights associated with the Town's springs found that there were limitations to some of the supplies that should be factored in when prioritizing potential spring development projects. These initial findings lead us to prioritize the Old Original, German Creek Springs, and, to a lesser extent, Lake Fork (Beaver Dam Ditch) supplies with our investigation.

The geophysical surveys provided valuable insight into where there might be additional flow at the locations identified as having senior water rights that had not fully developed the decreed water rights. The results of the 2DR survey showed that the German Creek Springs and Old Original locations showed good potential for further field exploration. Due to access limitations, exploration and potential development should be focused on shallow resources that can be developed without requiring drilling rigs and pumping.

WWE has identified the following areas of future study and next steps the Town may take.

1. The Town has implemented an expanded and improved monitoring program to collect flow data at key locations within the spring collection system. These data should be integrated into the hydrologic model to better understand the water balance and where there should be additional water supplies for development.
2. Document the infrastructure comprising the raw water collection system, including the delivery pipelines from the spring boxes to the Upper Treatment Plant. Hydraulically evaluate the capacity of the pipelines to understand where limitations exist. Additionally, the condition of the infrastructure needs to be evaluated to identify where significant system losses occur.
3. Develop a thorough understanding of the water rights associated with the Town's springs to help the Town prioritize additional physical supplies associated with water rights that will remain in priority even in dry years.
4. Field investigation of locations identified by the geophysics survey to verify the presence of water and better understand the development potential.

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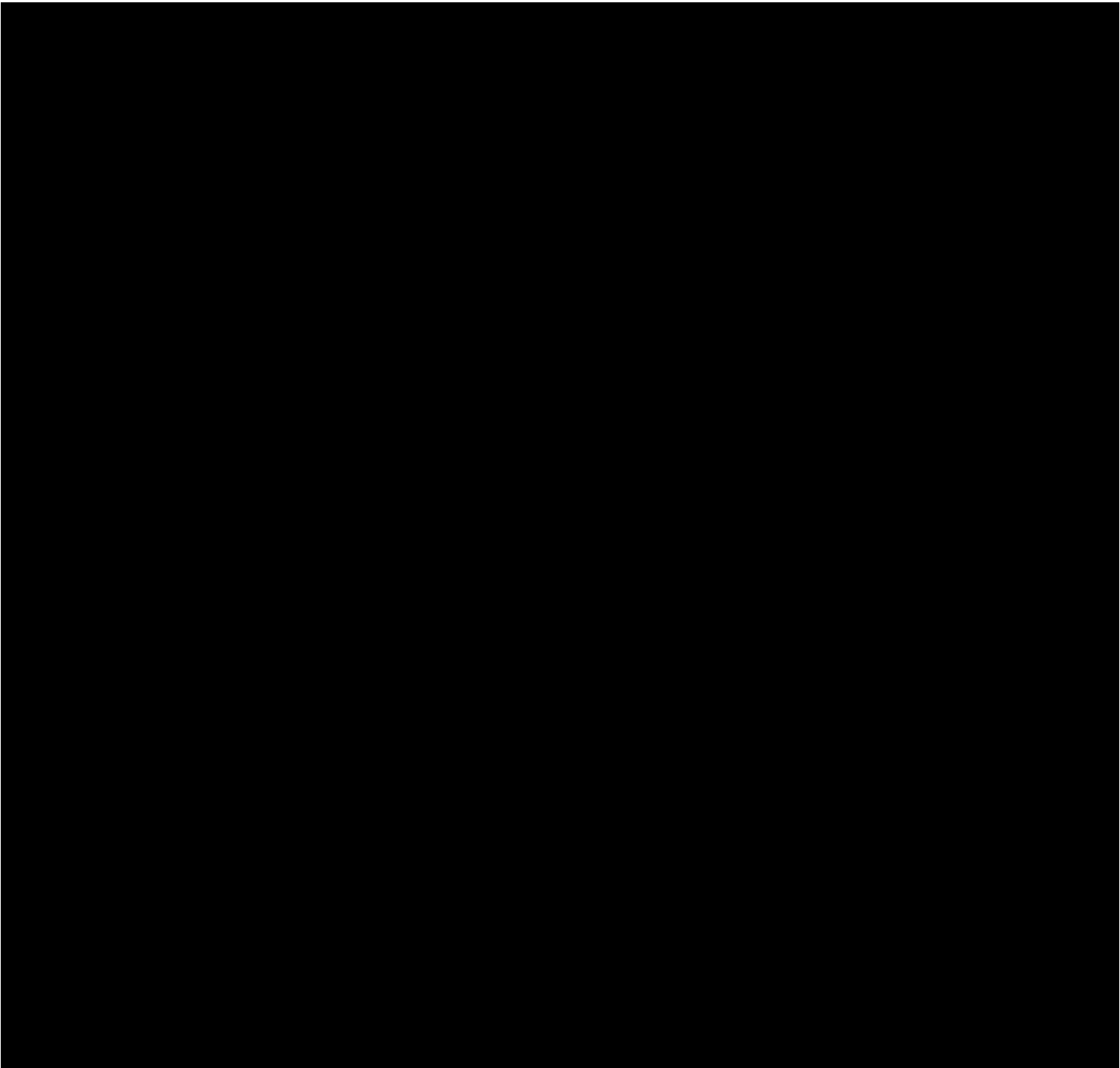
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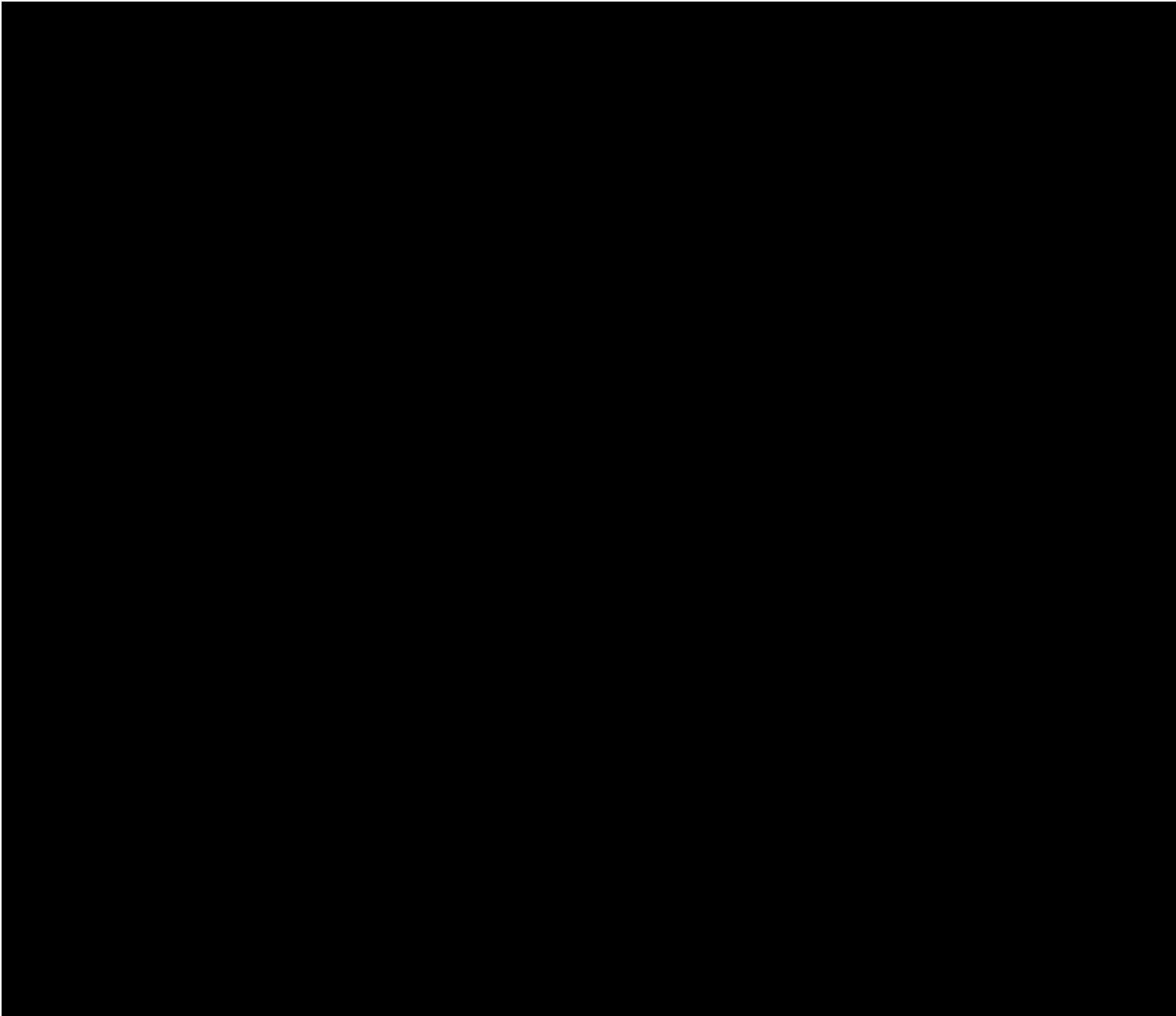
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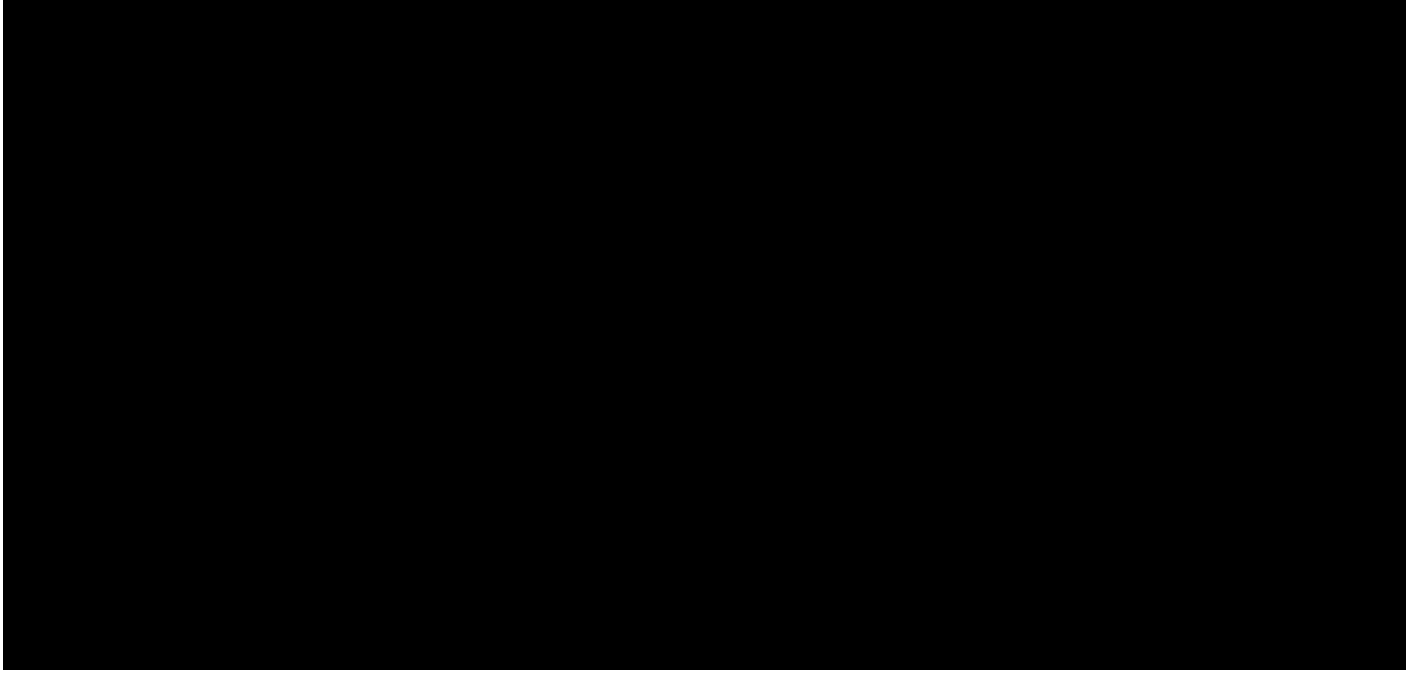
Appendix A. Section 4.0 Water Balance

PRISM Data Collection and Computation Protocol

- Downloaded monthly 4 km resolution grids for period of record (August 2024 through July 2025)
- Data are provisional and subject to revision for March 2025 through August 2025.
 - From PRISM: “PRISM grids are modeled multiple times after a month has ended to accommodate data reporting and quality control schedules from various station networks. The first model run for a particular month is made on the first day of the following month. The second through seventh runs, which include visual inspection of the maps and data quality assessment by a trained analyst, are completed by about the 15th of each month, out to six months. After six months, most stations have reported and undergone quality control checks. The seventh model run is therefore considered "final," until the time series dataset undergoes a major revision.”
<https://prism.oregonstate.edu/calendar/>
- Total PRISM data in each watershed for PHASE 1 Springs calculated by averaging PRISM precipitation grid values within each drainage area
- Monthly volume of precipitation calculated by multiplying precipitation depth by drainage area







Appendix B. Minion Hydrologic Report



MINION HYDROLOGIC

61006 Jay Jay Road
Montrose, CO 81401
(303) 240-8078

8 December 1994

Mr. James Briscoe
Briscoe Stanway & Harper, P.C.
104 W. Bridge Street
P.O. Box 120
Hotchkiss, CO 81419

Re: Town of Paonia - Water Rights

Dear Jim:

At your request, Minion Hydrologic has performed an analysis of the water rights associated with the Town of Paonia. The study has included review of the State Engineer's Office (SEO) water rights alpha list for Division 4, District 40; review of applicable water right decrees; and review of previous file information and reports regarding the raw water sources utilized for the Town's water supply. The water rights analysis is based upon the raw water sources presently used by the Town of Paonia. This report summarizes the results of the initial water rights study for the Town of Paonia.

Water rights data in this report is presented as follows:

- 1) Individual water rights analyses of each particular raw water source utilized by the Town of Paonia.
- 2) A summary of the water rights associated with the Town utilizing data presented in the individual water right analyses.
- 3) Other issues and concerns associated with the Town's existing water rights.

The individual water rights analyses are presented in alphabetical order for ease of reference. The order of presentation is not related to water rights priority in terms of appropriation or adjudication dates. The decreed locations of the water rights owned (or believed to be owned) by the Town of Paonia, and other relevant water rights, are shown on attached figure 1 (pocket).

BEAVER DAM DITCH

The Beaver Dam Ditch water rights associated with the Town of Paonia are commonly known as the "Lake Fork Springs". Review of the Beaver Dam Ditch decrees did not reveal the particular water

Mr. James Briscoe
Paonia - Water Rights
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rights in the ditch which are owned by the Town. A total of 3.12 cfs is decreed to the Beaver Dam Ditch (diverting from Minnesota Creek). Of this amount, 0.62 cfs is senior water rights transferred to the ditch from the Clark and Wade Ditch. The remaining 2.5 cfs was decreed in Case Nos. 617 (1.2 cfs) and 2030 (1.3 cfs).

Copies of the SEO water rights alpha list and pertinent decrees for the Beaver Dam Ditch and Clark and Wade Ditch are shown in attached Appendix A. A summary of the water rights decreed to the Beaver Dam Ditch is as follows:

BEAVER DAM DITCH

- WATER RIGHTS SUMMARY -

NOTES:

- (1) cfs = cubic feet per second.
- (2) TF = transferred from
- (3) P- = priority no.

The 0.62 cfs water right transfer to the Beaver Dam Ditch from the Clark and Wade Ditch is described in Case No. W-3216. Review of this decree indicates a total of 8.23 cfs of priorities 1, 2, 7

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and 8 decreed to the Clark and Wade Ditch was divided-up between the Turner Ditch, Beaver Dam Ditch, Sweezy and Turner Ditch, Minnesota Ditch and the Clough Ditch. In Case W-3216, the Beaver Dam Ditch apportionment was described as 0.5 cfs of the initial 4 cfs of priority 1, and 3% of all water available above the initial 4 cfs amount. This equates to 0.12 cfs (3% of 4.23 cfs) + 0.5 cfs, which totals the transferred amount of 0.62 cfs.

Review of the Clark and Wade Ditch decrees (Appendix A), indicates a total of 8.46 cfs was adjudicated in this ditch under priorities 1, 2, 7 and 8. The original decree (Case 38) was decreed for 5.6 cfs absolute and 1.4 cfs conditional. These amounts represent priorities nos. 1 and 2. The 1.4 cfs conditional amount was later abandoned in Case CW74/48. The Clark and Wade Ditch was later decreed for 1.86 cfs (priority 7) and 1.0 cfs (priority 8) in Case 228. Thus, the total decreed to the Clark and Wade Ditch equalled $5.6 \text{ cfs} + 1.86 \text{ cfs} + 1.0 \text{ cfs} = 8.46 \text{ cfs}$.

Of the 8.46 cfs amount decreed to the Clark and Wade Ditch, 4.0 cfs was transferred to the Turner Ditch and the Beaver Dam Ditch in Case 567 (App. A). Review of Case 567 did not indicate the specific amounts of each priority transferred to each ditch. The transferred amounts and priorities (e.g. 3.5 cfs priority 1 to Turner Ditch and 0.5 cfs priority 1 to Beaver Dam Ditch) are stated in Case W-3216.

In Case 886, 4.23 cfs of the remaining water rights in the Clark and Wade Ditch were transferred to the Clough Ditch (1.4 cfs), Sweezy and Turner Ditch (1.83 cfs), and the Turner and Beaver Dam Ditch (1.0 cfs). The 1.83 cfs of Clark and Wade Ditch rights transferred to the Sweezy and Turner Ditch ended up split between the Sweezy and Turner Ditch (0.915 cfs) and the Minnesota Ditch (0.915 cfs), as described in W-3216. It is not clear where the extra water originally decreed to the Clark and Wade Ditch is apportioned (eg. $8.46 \text{ cfs} - 8.23 \text{ cfs} = 0.23 \text{ cfs}$ of undeclared water rights). This amount could be the "very small portion of priorities 1, 2 and 7 still remaining in W. A. Clark's original appropriation" as discussed on page 2 of Case 567.

Based on the SEO water rights alpha list, the Beaver Dam Ditch is decreed for a total of 3.12 cfs. Of this amount, 0.54 cfs is priority 1 transferred from the Clark and Wade Ditch, 0.08 cfs is priority 2 transferred from the Clark and Wade Ditch, 1.20 cfs was decreed in Case 617, and 1.3 cfs was decreed in Case 2030. The determination of the 0.54 cfs priority 1 consists of: 1) 0.50 cfs priority 1 transferred in Case 567, and 2) 0.04 cfs of the

remaining portion of priority 1 ($5.6 \text{ cfs} - 4.0 \text{ cfs} = 1.6 \text{ cfs} \times 3\% = 0.048 \text{ cfs}$). The origin of the 0.08 cfs priority 2 amount is a little unclear. All the water in the Beaver Dam Ditch is decreed for irrigation use.

The amount of ownership of Beaver Dam Ditch rights by the Town of Paonia is not known, based on review of the decrees. It will be necessary to clarify which priorities are owned by the Town based on chain-of-title ownership (possibly purchased from the Roebers?). It will also be necessary to change the decreed use of the Beaver Dam Ditch water rights to include municipal uses in order to cover the non-irrigation season municipal diversions.

The decreed location of the Beaver Dam Ditch is described in Case W-3216 as being in the SW $\frac{1}{4}$ of Section 19, Township 14 South, Range 90 West, N.M.P.M. Previous decreed location description in Case 567 placed the diversion point further north in Section 18 of the same Township and Range. The SEO water rights tabulation shows the location as the SE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 19 (figure 1). It would be prudent to provide an accurate location description of the diversion point (or reach) for the Beaver Dam Ditch in any change cases filed with the Water Court.

BELL CREEK PIPELINE

The Bell Creek Pipeline was decreed in Case 3503 for 0.75 cfs for municipal use. The applicant in this case was the Town of Paonia. Copies of the SEO water rights tabulation for the Bell Creek Pipeline and Case 3503 are shown in attached Appendix B. A summary of the water rights associated with the Bell Creek Pipeline is as follows:

BELL CREEK PIPELINE

WATER RIGHTS SUMMARY

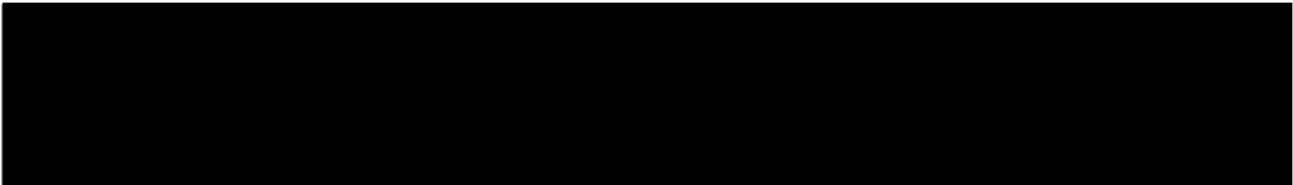
(1) cfs = cubic feet per second

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The location of the Bell Creek Pipeline, as described in Case 3503, is the same location as the Mayes Spring (fig. 1). In Case 3503, it is stated that the Bell Creek Pipeline already carries decreed water in the amount of 1.0 cfs. This amount is assumed to be the 1.0 cfs decreed to the Paonia Pipeline (Mayes and Pole Patch Springs for 0.5 cfs each). The 0.75 cfs decreed to the Bell Creek Pipeline in Case 3503 is additional to the 1.0 cfs already decreed to the Paonia Pipeline.

CORRAL SPRINGS NOS. 1 AND 2

The Corral Springs Nos. 1 and 2 were decreed for 0.50 cfs each in Case 4808. The applicant in the case was the Town of Paonia. The decreed uses for the Corral Springs are irrigation, domestic, manufacturing, fishing, recreational, power, and other beneficial uses. Copies of the SEO water rights alpha list and Case 4808 are shown in attached Appendix C. A summary of the water rights associated with the Corral Springs Nos. 1 and 2 are shown below.



CORRAL SPRINGS NOS. 1 & 2



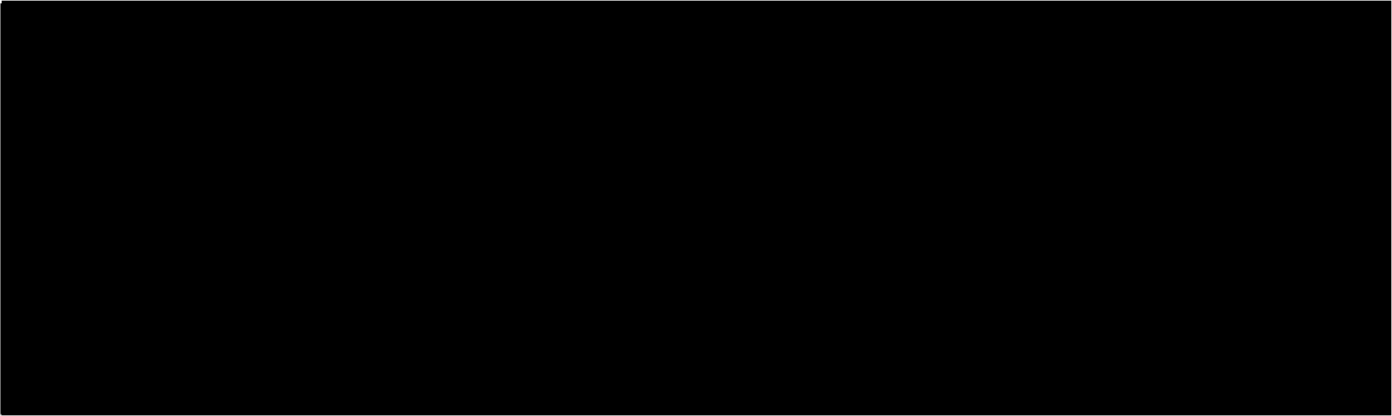
(1) cfs = cubic feet per second

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GELWICKS SPRING PIPELINE

A summary of the water rights associated with the Gelwicks Spring Pipeline is as follows:

GELWICKS SPRINGS PIPELINE

- 
- (1) cfs = cubic feet per second
 - (2) TF = transferred from

Water rights dedicated to the Gelwick Springs Pipeline were transferred from the Gelwicks Ditch in Case 5625. The petitioner in this case was the Town of Paonia. Use of the 1.85 cfs water right amount transferred in Case 5625 was changed in the decree from irrigation to domestic, irrigation and municipal purposes.

Review of decrees associated with the Gelwicks Ditch indicates the ditch was decreed for 0.6 cfs absolute and 1.4 cfs conditional in Case 38. The ditch was decreed for an additional 1.25 cfs in Case 1424. The 1.4 cfs conditional amount decreed in Case 38 was abandoned in Case CW74/79. The 0.6 cfs amount decreed in Case 38 and the 1.25 cfs amount decreed in Case 1424 totals the 1.85 cfs of Gelwicks Ditch water rights transferred to the Gelwicks Spring Pipeline in Case 5625.

Copies of the SEO water rights alpha list and decrees associated with the Gelwicks Springs Pipeline and Gelwicks Ditch are shown in attached Appendix D. 

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Review of the SEO water rights alpha list indicates the Gelwicks Spring Pipeline is incorrectly located in the water rights tabulation. The SEO records show the Gelwicks Spring Pipeline as being located in the NE $\frac{1}{4}$, Section 5, Township 15 South, Range 92 West, 6th P.M. - the Range location should be 91 West.

GERMAN CREEK SPRINGS COLLECTION SYSTEM

[REDACTED] In Case 85CW100, the German Creek Springs Collection System was decreed absolute for diversion from Spring No. 1, Spring No. 2, Spring No. 3, and a surface water diversion from German Creek. Decreed uses include municipal, irrigation and commercial. Case 85CW100 made absolute conditional decrees and diligence awarded in previous Cases W-3188 and 80CW415. Copies of the SEO water rights alpha list and relevant decrees for the German Creek Springs Collection System and the Meyer and Orth Ditch are shown in attached Appendix E.

In Case W-2693, the Town of Paonia filed for a change of water rights and plan for augmentation to transfer senior priorities in the Meyer and Orth Ditch to the German Creek Springs Collection System. In the decree, it is stated that the Town is the owner of 3 priorities in the Meyer and Orth Ditch as follows:

- 1) priority 1 for 1.7 cfs decreed in Case Not Available *
- 2) priority 9 for 2.25 cfs decreed in Case 423 **
- 3) priority J-2 for 0.5 cfs decreed in Case 3503

* 1.7 cfs amount decreed in Case 38

** The priority 9 - 2.25 cfs water right for the Meyer and Orth Ditch was decreed in Case 228; Case 423 discusses ownership amounts of the Meyer & Orth Ditch by the various parties

[REDACTED]
when the priority awarded in case 85CW100 is being called, the Town will cease irrigation under the Meyer and Orth decrees and will divert these priorities at the GCSCS alternate point. The alternate point diversion at the German Creek System is limited to 80% of the volume available for diversion at the Meyer & Orth headgate, based on the assumption that 80% of the water

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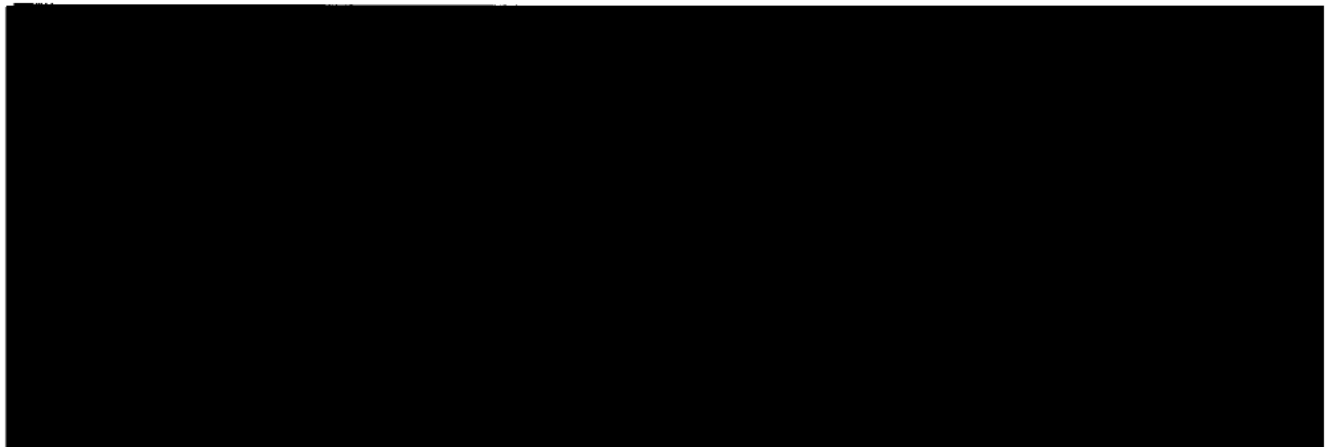
historically diverted at the Meyer and Orth Ditch was consumptively used for irrigation purposes.

In the decree, priority J-2 for 0.5 cfs was transferred to the municipal system. The remaining priorities were to be transferred on an "as needed" basis as described in the augmentation plan (alternate point), or used for continued irrigation of land under the Meyer and Orth Ditch. The Meyer and Orth augmentation water is available during the time period of May 15 through September 15 of any given year. Outside these dates the Town is diverting under the priority awarded in Case 85CW100 (W-3188), except the 0.50 cfs under priority J-2, which was previously decreed for year-round uses of domestic and stock water.

The uses decreed in Case W-2693 include municipal, domestic, irrigation, mechanical, manufacturing, etc. The applicant in this case, and the other German Creek System decrees, is the Town of Paonia. A summary of the German Creek Springs water rights are as follows:

GERMAN CREEK SPRINGS COLLECTION SYSTEM

- WATER RIGHTS SUMMARY -



- (1) cfs = cubic feet per second
- (2) TF = transferred from
- (3) abs. = absolute

The overflow, or waste water, from the German Creek Springs Collection System is ordered to be returned to the stream at the

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decreed headgate location on the north bank of German Creek (W-2693). The decreed locations of the GCSCS headgate, springs 1-3, and the surface water diversion point are shown on figure 1. The decreed GCSCS headgate location is the same as the decreed location of the Meyer and Orth Ditch headgate.

In Case 85CW100, it is stated "A manifold system below Spring No. 1 allows full control of water from the Lake Fork Spring to be joined with Spring No. 1 ..." Water from the Lake Fork Spring is diverted water from the Beaver Dam Ditch, which as previously mentioned is not decreed for municipal use.

Review of the Meyer and Orth Ditch decrees shows the ditch was awarded 1.7 cfs absolute and 2.3 cfs conditional (both priority 1) in Case 38. Of the 2.3 cfs conditional amount, 0.05 cfs was abandoned in Case CW74/63 and 2.25 cfs was left. In Case 228, the Meyer and Orth Ditch was awarded an additional 2.25 cfs (priority 9), all of which was theoretically transferred to the German Creek Springs Collection System in the augmentation plan (W-2693). Finally, in Case 3503 the Meyer and Orth Ditch was awarded 0.50 cfs (priority J-2), again all of which was transferred to the GCSCS in Case W-2693. The J-2 priority was transferred for municipal use entirely in W-2693, as the decree awarded in Case 3503 was for year-round uses of domestic and stockwater.

Analysis of the Court records in Case CW74/63 (abandonment) indicates the 2.30 cfs priority 1 water right was intended to be abandoned, however the 2.30 cfs amount was reduced to 0.05 cfs. In the Minute Order Correcting Clerical Mistake for Case CW74/63 it is stated, "This decree was originally for 1.7 cfs absolute, 2.3 cfs conditional. In 1901, the Water Court made 2.25 cfs of the conditional into absolute. That leaves .05 cfs of water, which is the amount abandoned in this Action". The Water Court may have confused the 2.25 cfs priority 9 adjudication with the 2.30 cfs conditional amount decreed to priority 1.

Case 423 discusses ownership of the Meyer & Orth Ditch decrees among the various water right owners. In Case 423, the 1.7 cfs absolute priority 1 water right awarded in Case 38 was combined with the 2.25 cfs water right awarded in "decree bearing" date 12 April 1901. In this decree, the 3.95 cfs total (1.7 + 2.25) is divided amongst the following parties:

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Gonner (?)	-	0.71 cfs
Wilcox	-	1.50 cfs
Vogel	-	1.62 cfs
Koehne	-	0.12 cfs

TOTAL	-	3.95 cfs
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It is mentioned towards the end of Case 423 (App. E) that Julie Koehne objected to the ruling because the amount awarded to her was too small, and that in dividing the water the 2 decrees should not have been aggregated. Ms. Koehne stated her "interest should have been taken out of the first decree entirely, and the first decree held to be superior to the second". There were also other objectors listed, however the parties agreed "that pending said appeal the waters of said Meyers & Orth Ditch shall be divided in accordance with the decree rendered herein and that this appeal shall not act as a suspension of said decree". No record of a decision regarding the appeal(s) to Case 423 was found in the SEO records.

Review of Case 423 suggests the 2.25 cfs priority with a "decree bearing" date of 12 April 1901 is the priority 9 water right awarded in Case 228. The SEO water rights tabulation for the Meyer & Orth Ditch indicates the 3.95 cfs transfer to the GCSCS consists of 1.7 cfs of priority 1 water right and 2.25 cfs of priority 9 water right.

The remaining 2.25 cfs of priority 1 water right in the Meyer & Orth Ditch was not abandoned by the Court, and apparently was not transferred to the German Creek Springs Collection System in Case W-2693. It is not clear who owns the remaining 2.25 cfs priority 1 water right in the Meyer and Orth Ditch. It does not appear this right has been transferred to an alternate point of diversion. The potential availability of this right for use by the Town should be determined.

PAONIA PIPELINE

The Paonia Pipeline was decreed in Cases 2574 and 80CW81. In both cases the applicant was the Town of Paonia. In Case 2574, 1.0 cfs was transferred from the North Fork Orchard Ditch to both the Mayes Spring and the Pole Patch Spring (0.50 cfs each). Municipal use for the 2 springs was added in Case 80CW81. Copies of the SEO

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water rights alpha list and pertinent decrees associated with the Paonia Pipeline, Quackenbush Ditch, North Fork Orchard Company Ditch and the Burkhart Ditch (Bone Mesa Pipeline) are shown in attached Appendix F.

A summary of the water rights associated with the Paonia Pipeline is as follows:

PAONIA PIPELINE
- WATER RIGHTS SUMMARY -

Amount (cfs)	Adjudication Date	Appropriation Date	Case Number	Comments
0.50	06/17/1889	05/01/1883	2574	TF North Fork Orchard D. to Mayes Spr.; add munic. use in 80CW81
0.50	06/17/1889	05/01/1883	2574	TF North Fork Orchard D. to Pole Patch Spr; add munic. use in 80CW81

NOTES:

- (1) cfs = cubic feet per second
(2) TF = transferred from
- 

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the Quackenbush Ditch, which was later transferred to the North Fork Orchard Co. Ditch and the Burkhart Ditch.

The Quackenbush Ditch was originally decreed for 3 cfs absolute and 5 cfs conditional in Case 38. The 5.0 cfs conditional amount was later abandoned in Case CW74/47. Of the remaining 3.0 cfs amount, 2.25 cfs was transferred to the North Fork Orchard Co. Ditch and 0.75 cfs was transferred to the Burkhart Ditch in Case 582.

In Case W-3279, the Town of Paonia was a protestant in regard to water rights owned by Theodore and Madeline Simineo in the Bell Creek drainage. In Case W-3279 it is stated, "that the Town of Paonia, Colorado is entitled to the first 1.0 cfs of water from Priority #1 on Bell Creek, on a year-round basis, for the uses of irrigation, municipal and domestic, and is entitled to the changes it seeks in Case No. 80CW81, in this Court, and that the facts set forth in its application in that case are accurate and correct".

Schedule A attached to Case W-3279 is a description and ranking of each of the water rights owned by the parties to Case W-3279. Schedule A was presented to show the relationship of each right in Bell Creek to the other so far as the interests of the parties in Case W-3279 (App. F). In Schedule A, the Town of Paonia's right in Bell Creek under the Paonia Pipeline decree is described as follows:

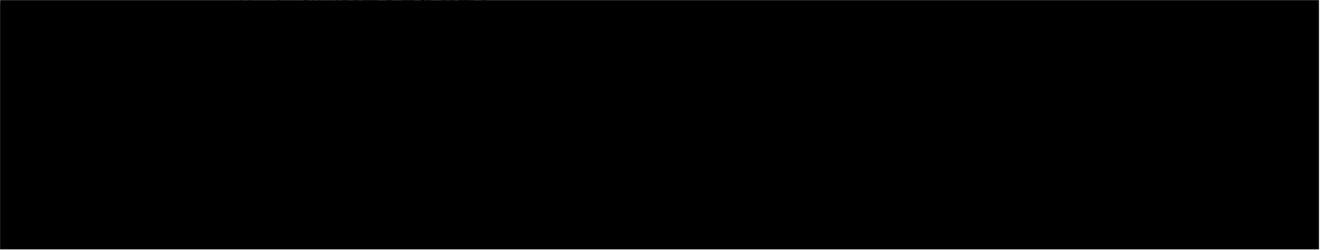
First Rank: To the Quackenbush Ditch, Priority #1 out of Bell Creek, appropriation date May 1, 1883, decree date June 17, 1889, for 3.0 cfs, absolute, for irrigation purposes. Said water is presently claimed and used by:

A. Town of Paonia: The first 1.0 cfs out of a $\frac{3}{4}$ interest in said Priority #1, with the right to divert the same as follows: $\frac{1}{2}$ of said first 1.0 cfs at the Mays Spring, and $\frac{1}{2}$ of said first 1.0 cfs at the Pole Patch Spring. Waters from these 2 springs are diverted by pipelines to a concrete division box....., which box separates the water of the Town of Paonia and the Bone Mesa Domestic Water District respectively.

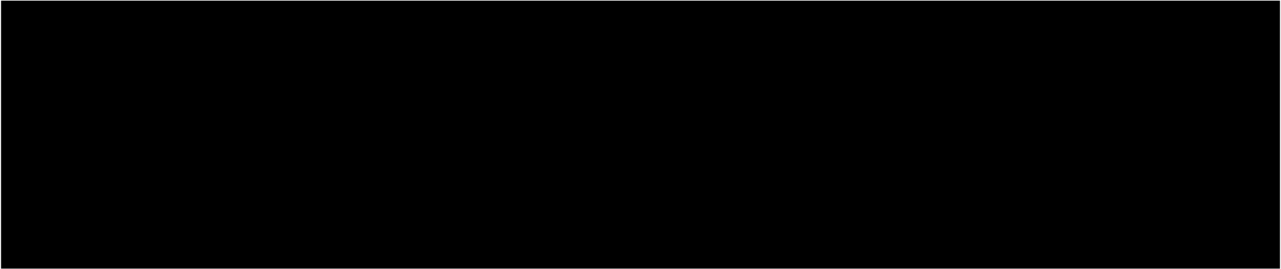
The remaining 2.0 cfs of priority #1 in Bell Creek is described as being owned by the Bone Mesa Domestic Water District (BMDWD) - 0.75 cfs, and Columbine Ranch - 1.25 cfs. The Columbine Ranch water right is subject to the Town of Paonia's right to divert the first 1.0 cfs of priority #1.

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In Case 2576, the BMDWD was decreed an alternate diversion point for their 0.75 cfs priority #1 water right in Bell Creek from the Burkhardt Ditch to the same decreed location as the Mays Spring (Paonia Pipeline). The BMDWD can divert the 0.75 cfs amount at one or both diversion points. In the decree it is mentioned that if the full 3 cfs decreed amount of priority #1 is not available, the right of the BMDWD to divert shall be diminished in proportion with other ownerships in said Decree No. 1. In Case 3725 the usage of the BMDWD 0.75 cfs right was expanded from irrigation to include domestic and municipal.



In schedule A of Case W-3279, the Bell Creek Pipeline is described as follows:



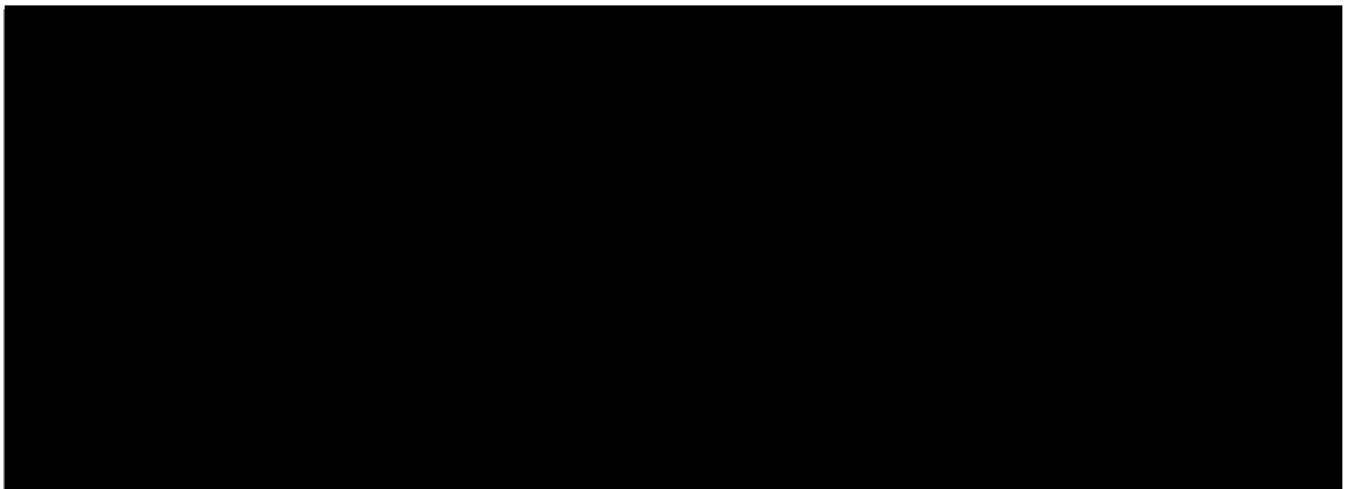
REYNOLDS SPRING PIPELINE

The Reynolds Spring Pipeline is decreed for a total of 4.5 cfs. Of the 4.5 cfs total, 4.0 cfs was transferred from the Lucas Ditch and 0.5 cfs was transferred from the Reynolds Ditch. Copies of the SEO water rights tabulation and applicable decrees for the Reynolds Spring Pipeline, Lucas Ditch, Reynolds Ditch and Mount Lambert Ditch are shown in attached Appendix G. A summary of the water rights decreed to the Reynolds Spring Pipeline is shown on page 14.

The Lucas Ditch was decreed for 0.9 cfs absolute and 3.1 cfs conditional in Case 38. Both of these rights, totalling 4.0 cfs, were transferred to the Reynolds Spring Pipeline in Case 475. These rights were "for and to the use of the Town of Paonia according to the rights decreed to the Lucas Ditch..." The new headgate location is described as "the intake or proposed point of diversion of the Supply line of the Public Water Works System".

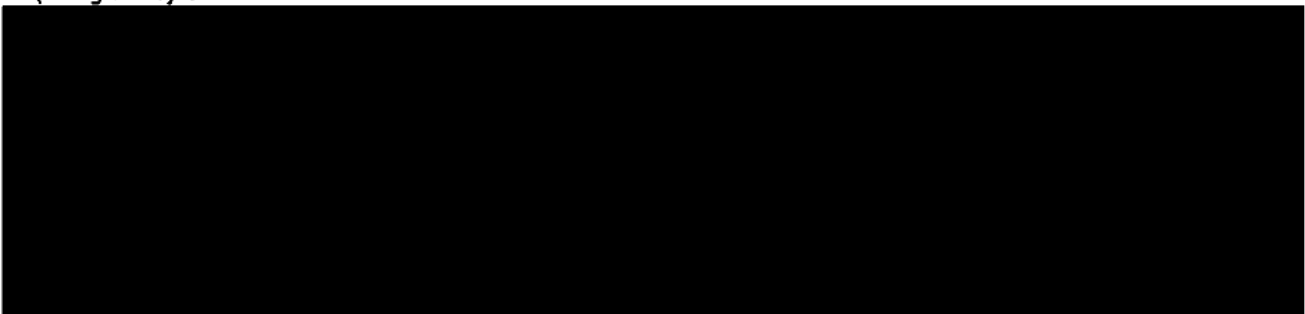
In the decree the change in use from irrigation to municipal is never specifically mentioned. The SEO water rights alpha list does show municipal use under the use codes for the Reynolds Spring Pipeline. It is unclear whether the municipal use for the Reynolds Spring Pipeline, under the Lucas Ditch transfer in Case 475, is a year-round right or only an irrigation season right. The decree language "for and to the use of the Town.... according to the rights decreed to the Lucas Ditch" suggests it is for use only during the typical irrigation season. The water rights previously decreed to the Lucas Ditch were for irrigation use.

REYNOLDS SPRING PIPELINE



- (1) cfs = cubic feet per second
- (2) TF = transferred from

The decreed location of the Reynolds Spring Pipeline, as described in Case 475, appears to be 300 feet distant from the spring location shown on the 1979 photorevised USGS Paonia Quadrangle (fig. 1).



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A headgate was to be installed at the Mt. Lambert headgate, and the first 1/4 cfs of Mt. Lambert Ditch priority (A-85) could be diverted to the Reynolds Creek watershed (at the Reynolds Creek Springs for the Town), or run down Bell Creek. In the event the water was run down Bell Creek, the first 0.25 cfs, less shrinkage, could be taken by the Town of Paonia. This diversion amount was to be measured at Kauer Springs. It is also mentioned that any water above the 0.75 cfs decreed to the Mt. Lambert Ditch may be turned to Reynolds Creek as a portion of priority no. 13 owned by the Town and by Clinton Roeber.

The decree stated the source of supply of Reynolds Creek and source of supply of the Mt. Lambert Ditch are in part the same, and for a considerable period of time the Spore's, and their grantors, have intercepted and used the surface flow from the springs arising at the head of Reynolds Creek. Thus, the stipulation described above. Later in the decree it is mentioned the Town has stipulated to divert the first 0.25 cfs acquired from L.E. and Margery W. Spore at the Kauer Springs No. 1. The Town is also able to divert the first 0.50 cfs of priority no. 13 in the Reynolds Ditch at the Reynolds Creek Springs.

In summary, it appears the decree in Case 3695 awards the Town and/or Clinton Roeber 0.25 cfs from the Kauer Springs, under the Mt. Lambert decree - priority A-85, and 0.50 cfs from the Reynolds Creek Springs, under the Reynolds Ditch decree - priority 13. Apparently the Town can divert the first 0.25 cfs of collected water with the next 0.50 cfs being diverted to the Mt. Lambert Ditch. Any amount over the 0.75 cfs described can also be diverted by the Town, up to an additional 0.50 cfs (the decreed amount under the priority 13 transfer).



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In regard to beneficial use, the Reply of Simineo, Inc. in Case 84CW288 states, "In approximately 1961, the Town of Paonia constructed a pipeline to bring all the water decreed the Mt. Lambert Ditch from its source of out of Reynolds Creek into the watershed of Bell Creek and from the Kauer Spring downstream to the "dog house". For several years the Town of Paonia... released to the Simineos approximately 0.5 cfs of water at the "dog house". Thereafter, the diversion facility at that diversion point became broken, and water commenced to be released at that point without any particular measurement".

In regard to diversion regards, the Reply of Simineo, Inc. in Case 84CW288 states, "Under ¶ 3rd at page 3 of the Decree numbered 3694 & 3695, Paonia was required to install pipe of sufficient capacity to carry the water decreed to the Mt. Lambert Ditch, and it complied with this requirement. As a practical matter, if the water had been diverted at Kauer Spring, the Simineo's second 0.5 cfs of water under said priority would on many occasions not reach Bell Creek in sufficient quantity to be of use to them. Therefore, by tacit agreement of the parties the water was continued to flow downstream to the "dog house" so its quantity was not diminished... This practice was instituted and continued in lieu of cleaning the ditch leading from Lambs Gulch Spring and treating it with an impervious matter".

"The Engineer in describing the source of supply of the Lambs Gulch Ditch omits mention of Lambs Gulch Spring. This spring produces approximately 0.25 cfs of water which is introduced into the subject pipeline. This flow augments the water decreed to the Mt. Lambert Ditch..... The (SEO) statement that Paonia takes the entire spring source of water of the Mt. Lambert Ditch, and that it has not released any water from its pipeline, is inaccurate."

Copies of the SEO's Factual Data and Interpretation in Support of Abandonment (of the Mt. Lambert Ditch) in Case 84CW288, and the Reply of Simineo, Inc. to the Engineer's Report in Case 84CW288 are shown in attached Appendix G.

In Case W-3279 (App. F), in regard to the Mt. Lambert Ditch it is stated, "The parties stipulated that the waters decreed to the Mt. Lamborn (?) Ditch out of Reynolds Creek under Priority No. A-85 are presently owned by the Town of Paonia, Colorado, as to the first 0.25 cfs of water and by the Applicants (Simineo) as to the remaining 0.50 cfs of water".

Schedule A of Case W-3279 describes the Mount Lambert Ditch, priority A-85, as follows:

Third Rank: To the Mt. Lambert Ditch, priority #A-85 in the Bell Creek area, appropriation date April 1, 1906, decree date June 23, 1914. This water right is claimed by the Town of Paonia, and derives water from those springs designated "The Upper Reynolds Creek Springs", "The Kauer Springs" and "The Spore Springs" which are located in the west half of Section 27 and the southeast quarter of Section 28. (See stipulation..... regarding the parties agreement as to ownership of this priority).

The Mt. Lambert Ditch was decreed for 0.75 cfs for irrigation purposes in Case 617. Review of the Mt. Lambert Ditch decree no. 617 (priority A-85) does not indicate a transfer of a portion of this water right to the Reynolds Springs, Kauer Springs or the Spore Springs. The transfer is also not mentioned in the SEO water rights alpha list. This discrepancy should be corrected in the SEO records.

The decreed location for the Town of Paonia's diversion point, as described in Case 3695, is shown on figure 1. Based on the lengthy dialogue presented in Case 84CW288, it appears there are several sources for the water decreed to the Town of Paonia in Case 3695 (including the Upper Reynolds Creek Springs, Kauer Springs, Spore Springs and the Lambs Gulch Spring). The actual spring sources associated with this portion of the Reynolds Spring Pipeline decree should be accurately located and the correct locations and/or reaches should be supplied to clarify the Court records.

TODD RESERVOIR/SPRINGS

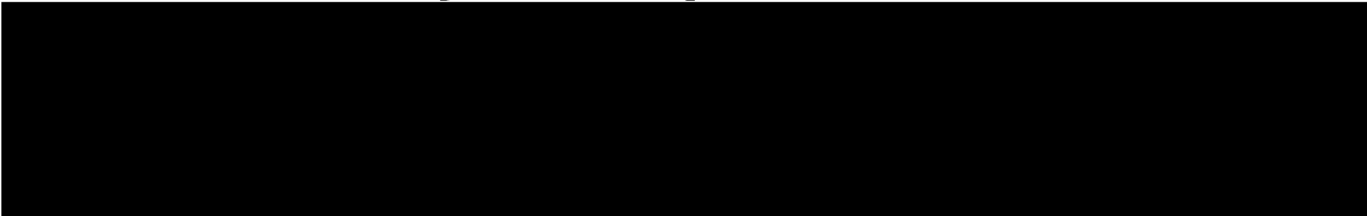
Review of the SEO water rights data indicates Todd Reservoir is currently decreed for 244.55 acre-feet (AF) for storage and irrigation uses (Case 1424). The storage amounts of 244 AF and 156 AF decreed in Case 2563 were subsequently abandoned in Case CW74/162.

Testimony regarding the Todd Reservoir suggests the prior owners intended to fill the reservoir from available discharge in the watershed and from several springs in the area. Other water supply sources contemplated included the Gove Ditch, which diverts from Little Coal Creek, and the Todd Reservoir Feeder Ditch. The Todd Reservoir Feeder Ditch was to consist as a carrier of Gove Ditch

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water to the Todd Reservoir. In the testimony, the prior owners indicate the upper 1/4 mile of the Todd Reservoir Feeder Ditch was constructed.

The SEO Division 4 District Engineer Analysis Of Testimony And Decrees in Cases 84CW241 and 84CW289, concerning abandonment of a portion of Todd Reservoir, states (re: Case 2563) "the claim appears to be for the Gove Ditch and the Todd Reservoir Feeder Ditch as both structures relate to the reservoir. On the subsequent pages..... the claim appears to be for conditional water rights for the above ditches and for an absolute right for the reservoir. No award was granted to either of the above mentioned ditches in the so-called 'H' adjudication, however the Gove Ditch had previously been awarded two priorities in the so-called 'A' adjudication decreed on June 23, 1914, namely Pri. No. A-77 for 5.17 cfs, and Pri. No. A-115 for 8.5 cfs. This information was not addressed in the subject testimony."



Water rights decreed to Todd Reservoir are as follows:

TODD RESERVOIR

WATER RIGHTS SUMMARY



NOTES:

(1) AF = acre-feet

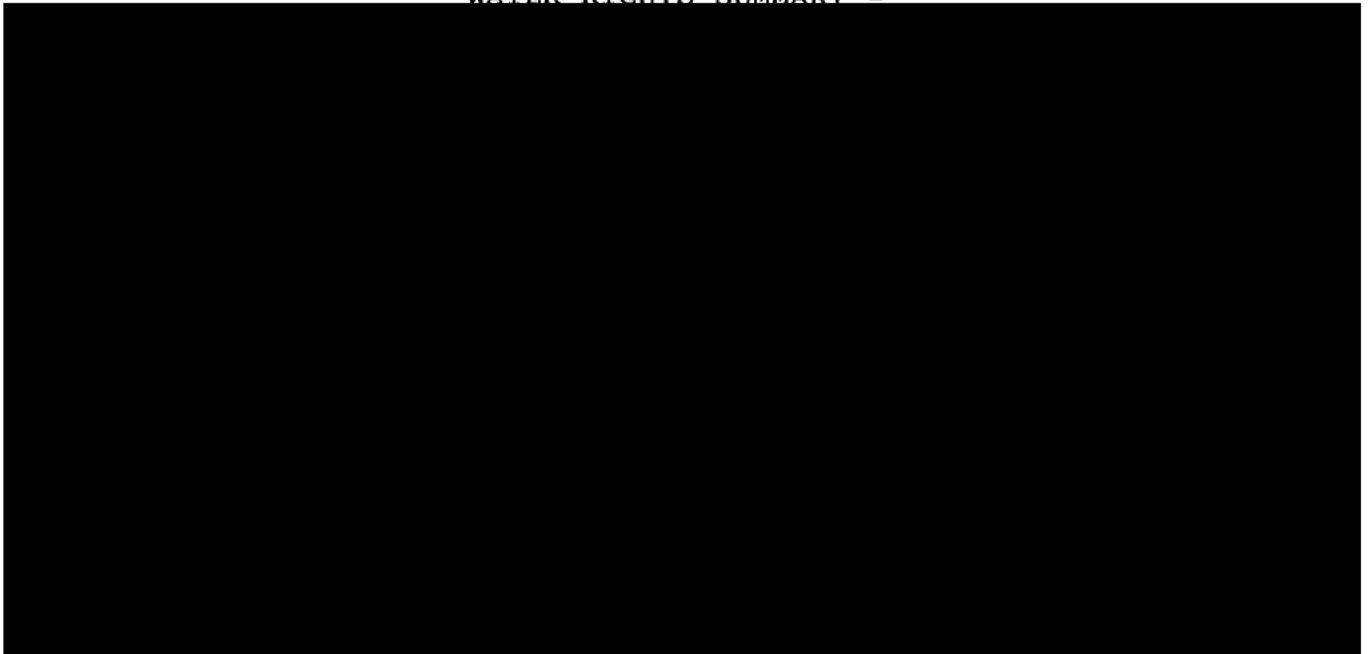
Mr. James Briscoe
Paonia - Water Rights
8 December 1994
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Copies of the SEO water rights tabulation and decrees relevant to the Todd Reservoir and Todd Reservoir Springs are shown in attached Appendix H. Copies of pertinent SEO and legal correspondence are also shown in Appendix H.

The Todd Reservoir Springs Nos. 2, 3 and 4 were decreed in Case W-2305 for 0.11 cfs, 0.03 cfs and 0.01 cfs, respectively. A summary of the Todd Reservoir Springs water rights is as follows:

TODD RESERVOIR SPRINGS

- WATER RIGHTS SUMMARY -



NOTES:

- (1) cfs = cubic feet per second
- (2) dom. = domestic
- (3) abnd. = abandoned

The 3 springs were granted an absolute decree for storage and irrigation purposes, and a conditional decree for domestic purposes. Diligence on the springs was awarded in Case 79CW17. The conditional decree for domestic use for all 3 springs was cancelled (abandoned) in Case 83CW161.

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The decreed locations for the Todd Reservoir Springs Nos. 2-4 are shown on figure 1. Review of figure 1 indicates all 3 springs are located within the Reservoir.

The current decreed uses for the Todd Reservoir and Todd Reservoir Springs include storage and irrigation. A change in use (expanded use) for these water rights to include municipal, commercial, domestic and augmentation uses should be filed with the Water Court.

TOWN OF PAONIA - WATER RIGHTS SUMMARY

Based on the water rights study to date, it appears the Town of Paonia owns the decreed water rights and associated amounts shown on the summary table at the end of this report.

The following decreed water rights appear to be correlated with the associated listed diversion points. The diversion points were the structure names used in the previous raw water supply analysis (17 August 1994 report).

<u>Decreed Water Right</u>	<u>Associated Diversion Point</u>
Beaver Dam Ditch	Beaver Dam Ditch
Bell Creek Pipeline	Paonia Pipeline
Corral Springs	Corral Springs
Gelwicks Spring PL	Gelwicks Spring PL
Paonia Pipeline	Paonia Pipeline
(Mays and Pole Patch)	
Reynolds Spring PL	Reynolds Spring PL
(Case 475)	
Reynolds Spring PL	Spore Spring PL
(Case 3695)	
Todd Reservoir	Todd Reservoir
Todd Springs	No Data - in future will be recorded under Gelwicks Spring Pipeline

It should be noted that the decreed location of the water right may not correspond with the actual location of the associated diversion point. Current SEO diversion records for water rights owned by the

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Town of Paonia are listed under the names shown in the Associated Diversion Point column.

OTHER ISSUES

Other issues which could effect either the water right amounts owned by the Town, or the manner in which the rights are used, include contractual agreements with other water users in the area, SEO water rights administration, and any minimum stream flow rights decreed to the Colorado Water Conservation Board (CWCB) in the area.

Based on information supplied by Town personnel during previous studies, the Town of Paonia is party to the following agreements:

- 1) Supplying 11.7 gallons per minute (one miners inch) to Mr. George Tracy out of the Gelwicks Spring Pipeline.
- 2) An agreement with the Bone Mesa Domestic Water District (BMDWD) which involves water rights decreed to the Paonia Pipeline (Pole Patch and Mays Springs), the Bell Creek Pipeline, and the Corral Springs. These spring flows combine in the "Mays Sump" and are split by the Town of Paonia and the BMDWD in the following manner:

From April 1 to November 1 - Paonia diverts 75% and BMDWD 25%
From November 1 to April 1 - BMDWD diverts 100%

These agreements, and any other contractual agreements the Town of Paonia may have with other parties regarding water rights, water supply and distribution, need to be incorporated with the water rights information presented in this report.

Prior to filing any applications for water rights (augmentation, alternate point, etc.) the Town should consider the potential for impact to existing water rights in the effected drainage(s). Analysis of water right priorities in specific drainage basins is beyond the scope of this report. For future planning purposes, copies of the SEO water right tabulations, indexed by stream name for Bell Creek, German Creek, McDonald Creek, Minnesota Creek and Reynolds Creek are shown in attached Appendix I.

Review of existing CWCB minimum stream flow decrees in the area indicates the only minimum stream flow (MSF) section in the immediate vicinity is on a reach of the North Fork Gunnison River. The reach decreed to the CWCB in Case 84CW400 is described as "the natural stream channel from the confluence with Coal Creek in the

NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 8, Township 13 South, Range 89 West, 6th P.M. as the upstream terminus and the confluence with Elk Creek in the NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 17, Township 13 South, Range 90 West, 6th P.M. as the downstream terminus, being a distance of approximately 6.2 miles. A copy of Case 84CW400 is shown in attached Appendix K.

The MSF amounts decreed to the CWCB in Case 84CW400 are 60.0 cfs from March through November and 30.0 cfs from December through February. The decreed MSF reach of the North Fork Gunnison River would not be effected by any water right diversions by the Town of Paonia.

Other issues the Town should consider, in terms of water rights and supply, include decreed diversion points for the German Creek Springs Collection System (GCSCS) and decreed storage amounts for the Todd Reservoir.

The GCSCS is decreed for diversion from the 3 springs and a surface water diversion out of German Creek. The potential for obtaining additional water at the decreed surface water diversion point should be investigated. If it would be feasible to increase the Town's supply at another diversion point in the German Creek drainage, an alternate diversion point for the decreed surface diversion point should be considered.

Discussion with SEO personnel indicates the Town is currently involved with engineering studies regarding rehabilitation of the Todd Reservoir. If the reservoir is designed to store an amount less than the full decreed amount of 244.55 acre-feet, the Town could lose the "unstored" portion of the decreed water right during a subsequent abandonment procedure. It is currently not known whether there is adequate discharge in the drainage basin to fill the reservoir to the full decreed amount.

CONCLUSIONS AND RECOMMENDATIONS

Specific conclusions for each individual water right are listed in the section of the report in which that water right is discussed. The following recommendations are more general in nature, with the more important specific items of concern being included. The following recommendations are based on the initial water rights study for the Town of Paonia to date:

- 1) The Town needs to clarify ownership amounts, and associated priorities, for water rights diverted in the Beaver Dam Ditch.
- 2) Water rights associated with the Beaver Dam Ditch and the Todd Reservoir rights should be changed to include municipal, commercial, domestic and augmentation uses. An augmentation strategy should be formulated prior to filing for a change in use for these water rights in order to maintain a senior priority for these "expanded" uses. A direct change in use application would likely precipitate a ruling from the Water Court with a junior adjudication date for the new uses. It is unlikely the Town would obtain a ruling as favorable, in terms of maintaining senior adjudication dates, as the ruling obtained with the change in use case filed for the Paonia Pipeline in 80CW81.
The potential for a call on junior municipal water rights during the non-irrigation season is currently not known. If this potential exists, the "new" non-irrigation season municipal rights for the Todd Reservoir rights and the Beaver Dam Ditch would need to be augmented. Since the Town does not currently have the means to release augmentation water, perhaps the best non-irrigation season augmentation option would be to transfer portions of existing decreed year-round municipal water rights to the "new" municipal water rights.
- 3) It is unclear whether the municipal use for the Reynolds Spring Pipeline is a year-round right, or only for use during the typical irrigation season. In regard to item 2) above, the time period of decreed municipal usage for the Reynolds Spring Pipeline should be determined.
- 4) There are location errors associated with some of the Town's water rights. The location errors include incorrect location of specific diversion points, and poor descriptions of diversion "reaches". For example, review of figure 1 indicates there are no adjudicated water rights located in the vicinity of the "Upper Reynolds Springs" (west $\frac{1}{2}$ of Section 27). It is believed the spring flows captured in this area constitute the discharge of the Spore Spring Pipeline as described in the SEO diversion summaries. The Spore Springs are believed to be decreed under the Reynolds Spring Pipeline.
The location of a decreed water right needs to be within 200 feet of the actual location of the water resource. In some cases it may be better to file on a spring reach versus a specific point due to potential migration over time of spring source areas.

Accurate field locations of the raw water sources and diversion points for the municipal system should be obtained and compared with the existing decreed location descriptions for each individual water right. Any location corrections for the decreed water rights, in terms of specific diversion points or described diversion reaches, should be supplied to clarify the Court records.

The Water Court has become much more sensitive to proper decreed locations than occurred in the past. As an example, in Case 80CW81 (App. F), the Town of Paonia requested to add to their existing points of diversion - "additional alternate points of diversion... at the points of all known sources of water and springs, and at such point of such sources which may be discovered in the future." The response to this request was "The Court cannot grant alternate points of diversion until the same are specified, so this request should be denied."

- 5) Based on review of the decrees and the USGS Paonia Quadrangle (figure 1), it appears there are diversions of technically unadjudicated water resources into the Town's distribution system. In other words, there appears to be diversion of other unadjudicated sources to decreed diversion points. These unadjudicated sources are then diverted under the decreed water right. For example, data on the USGS mapping suggests the Clark Springs are diverted to the Mays Spring, then diverted at the decreed Mays Spring location on to the Town's distribution system. Filing a "corrected location" for a spring reach, or diversion reach, may be the best approach for "adjudication", under existing senior priorities, of the undecreed water sources (e.g. the Clark Springs could be described as the historic diversion point for the Bell Creek Pipeline, etc.).
- 6) The potential availability of the 2.25 cfs priority 1 water right decreed to the Meyer & Orth Ditch should be investigated. It may be prudent to research any available testimony related to Case 423, and the other Meyer & Orth decrees, to aid in this determination. If the water right is not currently used or claimed by another party, the potential for the Town to claim this water right should be determined.
- 7) The transfer to the Town of the first 0.25 cfs of the 0.75 cfs priority A-85 decreed to the Mt. Lambert Ditch in Case 617 should be clarified in the SEO water rights tabulation (see Reynolds Spring Pipeline section - Case 3695). In regard to this right, the location of the Kauer Spring No. 1, as shown in

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Case 3695, is incorrectly located in Range 95 West (should be Range 91 West).
The incorrect SEO water rights tabulation location of the Gelwicks Spring Pipeline should also be corrected.

Jim, it would be advantageous to discuss the Town's water rights, in terms of existing rights and future water rights planning, after your review and analysis of this report. Future "legal" water for the Town of Paonia would probably be better supplied from transfers of previously decreed senior year-round municipal water rights to alternate points than by purchasing senior water rights which are only valid during the typical irrigation season.

If you have any questions or comments please call.

Very Truly Yours,

MINION HYDROLOGIC

by Wayne E. Goin
Wayne E. Goin
Hydrogeologist

94-09

cc: Town of Paonia

TOWN OF PAONIA - WATER RIGHTS SUMMARY

WATER RIGHT	AMOUNT (cfs)	ADJUDICATION DATE	COMMENTS
Beaver Dam Ditch	----	-----	Use - irrig.; Ownership amount not currently known
Bell Creek Pipeline	0.75	03/20/1954	Case 3503; Decreed use - municipal
Corral Springs No. 1 No. 2	0.50 0.50	01/31/1964	Case 4808; Decreed use - irrig., domestic, manuf., fishing, recreation, power and other beneficial uses
Gelwicks Springs PL	0.60 1.25	06/17/1889 08/28/1920	Case 5625; Decreed use - domestic, irrig. & munic.
German Creek Springs Collection System	4.00 0.50 3.95	12/31/1977 03/20/1954 06/17/1889	Case 85CW100 (W-3188); decreed use - municipal, irrig. & commercial Case W-2693; TF Meyer & Orth D.; use - municipal Case W-2693; TF Meyer & Orth D.; use - irrig. or augmentation for municipal May 15 - Sept. 15
Paonia PL Mayes Spr. Pole Patch	0.50 0.50	06/17/1889	Case 2574; use - irrig.; decreed use of municipal added in 80CW81
Reynolds Spring Pipeline	4.00 0.50 0.25	06/17/1889 04/12/1901 06/23/1914	Case 475; TF Lucas Ditch; use - irrig. (munic. during irrigation season) Case 3695; TF Reynolds D.; use - irrig. (munic. during irrigation season) Case 3695; TF Mt. Lambert D.; use - irrig. (munic. during irrigation season)
Todd Reservoir	244.55 AF	08/20/1920	Case 1424; use - storage, irrigation
Todd Res. Springs Spring #2 Spring #3 Spring #4	0.11 0.03 0.01	12/31/1974	Case W-2305; use - irrig. and storage. Domestic use abandoned in 83CW161

NOTES:

- (1) cfs = cubic feet per second
- (2) AF = acre-feet
- (3) TF = transferred from
- (4) PL = pipeline

Hydrogeological Investigation of the Town of Paonia's Water Supply

PREPARED FOR

TOWN OF PAONIA



October 2025

241-019.000



WRIGHT WATER ENGINEERS, INC.



Town of Paonia

Application to Serve on a Board, Commission, or Committee

Thank you for your interest in serving the Town of Paonia. Our boards, commissions, and committees play a vital role in shaping the future of our community. Please complete this application and return it to the Town Clerk's Office. If you need assistance, contact:

Samira Vetter – Town Clerk

Phone: (970) 527-4101

Email: samirav@townofpaonia.com

Section 1 – Applicant Information

Full Name: *Carrie Soto*

Phone: *970-470-2667*

Mailing Address: *314 Poplar Ave PMB 293*

City / State / ZIP: *Paonia, CO 81428*

Email Address: *carriesotobroker@gmail.com*

Preferred Contact Method: *Email*

Section 2 – Board or Committee of Interest

Board/Commission/Committee: *Planning Commission*

Previously served? *No*

If yes, list:

Section 3 – Qualifications & Background

Relevant experience: *22 years of real estate sales, 13 years of property management of vacant properties*

Reason for applying: *To offer knowledge and input and to learn*

Additional comments:

Section 4 – Residency & Eligibility

Resident of Paonia? *Yes*

Employed by Town? *No*

Conflicts? *No*

If yes to conflicts, explain:

Section 5 – Certification

I certify that the above is true and complete. I understand this application is a public record under the Colorado Open Records Act, Title 24, Article 72 of the Colorado Revised Statutes.

Signature:

Date:

10/20/2025



**TOWN OF PAONIA
BOARD OF TRUSTEES MEETING
MAYOR REPORT**

AGENDA ITEM:	Consideration of Thank You Letters Regarding the Downtown Planters
SUBMITTED BY:	Mayor Smith
DATE:	October 28, 2025
BACKGROUND:	The beautiful flowers that have been displayed this year and last year in the Grand Ave planters owned by the Town have been possible because of the efforts of two residents and the Paonia Garden Club. A public appreciation from the Town seems important.
BUDGET:	n/a
RECOMMENDATION:	Make a motion to approve the letters with any agreed upon changes.
ATTACHMENTS:	A: Thank you letter to Christina Patterson B: Thank you letter to the Paonia Garden Club C: Thank you letter to Shane Smith



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Christina Patterson
381 Price Rd.
Paonia, CO 81428

Dear Christina,

The Town of Paonia would like to thank you for your unwavering work and time spent watering the downtown Paonia planters on the weekends and holidays this summer/fall and every day during the summer/fall of 2024.

It's your many weeks of service during some of the hottest days Paonia has ever experienced that kept these stunning planters flourishing. The volunteer efforts of you and Shane Smith are what made these gorgeous planters and this important beautification of downtown Paonia possible.

The planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

We're planning to have the Town's Public Works staff water the planters daily during the 2026 growing season alleviating you from being responsible for any watering. Please know that we would not be at this point where these beautiful planters are a priority for the Town and Trustees if you hadn't provided so much of your time to care for and maintain them.

With sincere gratitude,

Paige Smith, *Mayor*

Kathy Swartz *Mayor Pro-Tempore*

Rick Stelter, *Trustee*

Lucy Hunter, *Trustee*

Walter Czech, *Trustee*

Mike Heck, *Trustee*

Karen Tarnow, *Trustee*



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Joanna Wellington
President
Paonia Garden Club
39962 Panorama Rd.
Paonia, CO 81428

Dear Joanna,

The Town of Paonia thanks you and your members for your generous donation of \$300 to Paonia Farm and Home to provide flowers for this summer's Grand Avenue planters.

The beautiful planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

We are so appreciative of your thoughtful donation, which made it possible for the Town to be able to fill our otherwise empty planters, along with the hard work of volunteers Shane Smith and Christina Patterson. You have indicated that the Paonia Garden Club would be interested in volunteering next year to help as needed with Town beautification. Our Administrator, Stefen Wynn will contact you to follow-up on creation of a volunteer committee.

We would also like to congratulate the Paonia Garden Club on celebrating its 75th year.

With sincere gratitude,

Paige Smith, *Mayor*

Kathy Swartz, *Mayor Pro-Tempore*

Rick Stelter, *Trustee*

Lucy Hunter, *Trustee*

Walter Czech, *Trustee*

Mike Heck, *Trustee*

Karen Tarnow, *Trustee*



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

October 28, 2025

Shane Smith
PO Box 69
Paonia, CO 81428

Dear Shane,

The Town of Paonia thanks you tremendously for designing and planting the downtown Paonia flower planters in the summer/fall of 2024 and this summer/fall. We also appreciate that you donated many of the plants that you grew yourself and included them in the planters.

The volunteer efforts of yourself and Christina Patterson are what made these gorgeous planters and this important beautification of downtown Paonia possible. Additionally, your plantings in 2024 were appreciated enough that the Paonia Garden Club donated funds to Paonia Farm and Home to be used for buying plants selected by you in 2025.

The planters have been such a showcase for locals and visitors alike symbolizing the gardening heritage of Paonia and the pride we all take in our lovely community and downtown shopping district. The Town received numerous positive comments about the planters with folks thanking us for displaying such a beautiful and unique variety of plants.

In 2026 we're planning to establish a partnership with the Paonia Garden Club utilizing their members as volunteers to help with the Town of Paonia beautification and we'd be forever grateful to have your continued assistance with designing and planting the planters in 2026. The Town is planning to have the Town's Public Works staff water the planters daily during the 2026 growing season alleviating the need for volunteer watering. Please know that we would not be at this point where these beautiful planters are a priority for the Town and Trustees if you hadn't provided so much of your time and expertise in their creation and maintenance.

With sincere gratitude,

Paige Smith, *Mayor*

Kathy Swartz, *Mayor Pro-Tempore*

Rick Stelter, *Trustee*

Lucy Hunter, *Trustee*

Walter Czech, *Trustee*

Mike Heck, *Trustee*

Karen Tarnow, *Trustee*



**TOWN OF PAONIA
BOARD OF TRUSTEES MEETING
STAFF REPORT**

AGENDA ITEM:	Pan American Culvert Replacement for Stewart Ditch - Sole Source Request for Contractor
SUBMITTED BY:	Nicki Poulos, Public Works Director; Stefen Wynn, Town Administrator & Treasurer
DATE:	10.24.2025
BACKGROUND:	The Town of Paonia assumed responsibility for the Pan American–Stewart Ditch Crossing when the Apple Valley Subdivision was developed. In August 2025, the culvert beneath Pan American Avenue collapsed, disrupting ditch operations and exposing adjacent utilities. The Stewart Ditch Company promptly ordered a special-manufacture replacement pipe and was prepared to perform the installation. However, the Town requested a short delay to allow its engineering team to prepare construction specifications that conform to the Town's adopted Construction Standards, ensuring long-term structural integrity and consistency with other public infrastructure improvements. Public Works recommends that Rundle Construction be approved as a sole-source contractor for this project. Rundle is the Stewart Ditch Company's contracted installer and has extensive experience with similar ditch and culvert installations throughout the region. They responded to the initial collapse, excavated the site, implemented the temporary repair, and are fully familiar with the complex network of utilities in the area, including a water main, irrigation lines, and electrical infrastructure. Due to their availability, familiarity with the site, and proven performance record, Public Works believes Rundle Construction is best suited to complete the replacement efficiently and safely. Attachments are provided to support this recommendation. The Sole Source Questionnaire outlines the justification for bypassing competitive bidding, as permitted under Town procurement policies for emergency or highly specialized public works. The Bid Manual is included to ensure that, if Rundle Construction is approved for sole-source installation, they are required to adhere to the Town's standard contract provisions. This manual establishes consistent expectations for all capital improvement projects, including insurance requirements, performance guarantees, and warranty provisions. It mirrors the same documentation used for the Dorris Avenue project and is intended to protect the Town's interests, set clear standards for workmanship, and ensure the project is completed to the Town's satisfaction while aligning with all regulatory and engineering specifications.
BUDGET:	The repair and replacement of the Pan American–Stewart Ditch Crossing will be funded through line item 10-45-70 (Capital Improvements – Streets). Preliminary cost estimates for materials, installation, and site restoration range between \$125,000 and \$175,000. As this expenditure was not included in the adopted 2025 Budget, a budget amendment will be required before year-end to formally allocate funds for the project. Staff will present the amendment for Board approval once final construction and engineering costs are confirmed. The amendment will ensure compliance with statutory budget requirements under C.R.S. § 29-1-109 and maintain transparency in the Town's fiscal reporting.
RECOMMENDATION:	RECOMMENDED MOTION: I move to approve Rundle Construction as a sole-source contractor for the Pan American–Stewart Ditch Crossing repair project, as justified in the attached Sole Source Questionnaire, and to authorize the Town Administrator to execute all necessary agreements consistent with the Town's Construction Standards and Bid Manual.
ATTACHMENT:	Attachment A: Sole Source Questions Attachment B: Stewart Ditch Drawings - SGM Engineering Attachment C: Project Bid Manual_f Attachment D: RE Quote for Pan American Crossing

Sole Source Questions: Rundle Construction for the Stewart Mesa Ditch Crossing on Pan American

1. What capability does the proposed contractor have that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field?

Rundle is Stewart Ditch's contractor. They have extensive experience with repairs to the ditch. They were also the contractor to dig and patch the crossing. They are aware of the water main, irrigation and electrical line that is currently exposed.

2. What prior experience of a highly specialized nature does the proposed contractor have that is vital to the proposed effort?

Rundle installed/reference work:

The 60" pipeline from the American Legion to the screens at Nelson Rd. The 48" line from Nelson Rd to Back River Rd. They have worked closely with Hardwood Engineering on the Stewart Ditch projects and Clipper Ditch. They have also worked other local jobs for Cattleman Ditch, Gunnison energy and utility work for Montrose and Lake City as well as a pipeline for Grand View.

3. Does the proposed contractor have a substantial investment that would need to be duplicated at the Town's expense by another contractor entering the field?

Yes, if the Town were to contract someone else the amount of time, money and staff resources to get that contractor up to speed on the project and details would be substantial.

4. If timelines are involved, why are they critical and why can the proposed contractor best meet them?

Timeline is critical due to the exposed water main. Public Works would really like this repair done before the colder weather comes. The water main for Apple Valley can create extensive damage if it is cracked or broken. The weather will increase these chances. See photo at end of this report

Time is also critical for Stewart Ditch. The Ditch is currently off and is only running stock water. They have a specific time of year (regulated by law) to perform all

maintenance as well as keep water to livestock. Stewart Ditch is a very large ditch company that supplies many ranchers' water. They depend on it for their livelihood.

5. Is competition precluded because of the existence of patent rights, or copyrights?

No

6. Does this acquisition require compatibility with any existing Town equipment?

This acquisition will allow the ditch culvert to be compatible with constructions standards and safety.

7. What unique characteristics does the equipment or material offered by the proposed contractor possess that are required to meet the Town's needs?

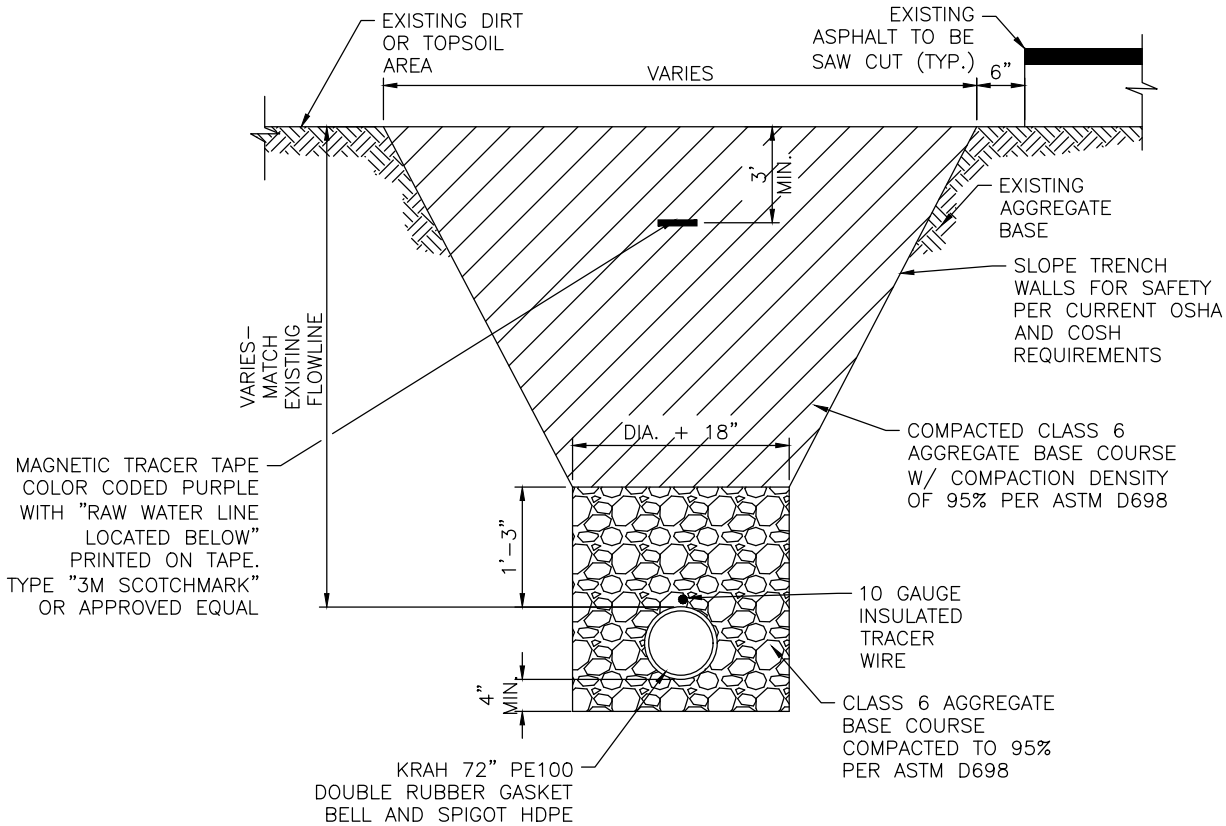
The material/pipe was already purchased. The pipe was a custom build due to it's size. The pipe has already been approved for purchase by the BoT and invoice is in the disbursements

8. Is competition precluded because of existing equipment maintenance program/contracts/warranties?

Rundle is already aware of the risk to the water main and other utilities in the area. They are also the owner of the infrastructure that is currently supporting the water main and irrigation.



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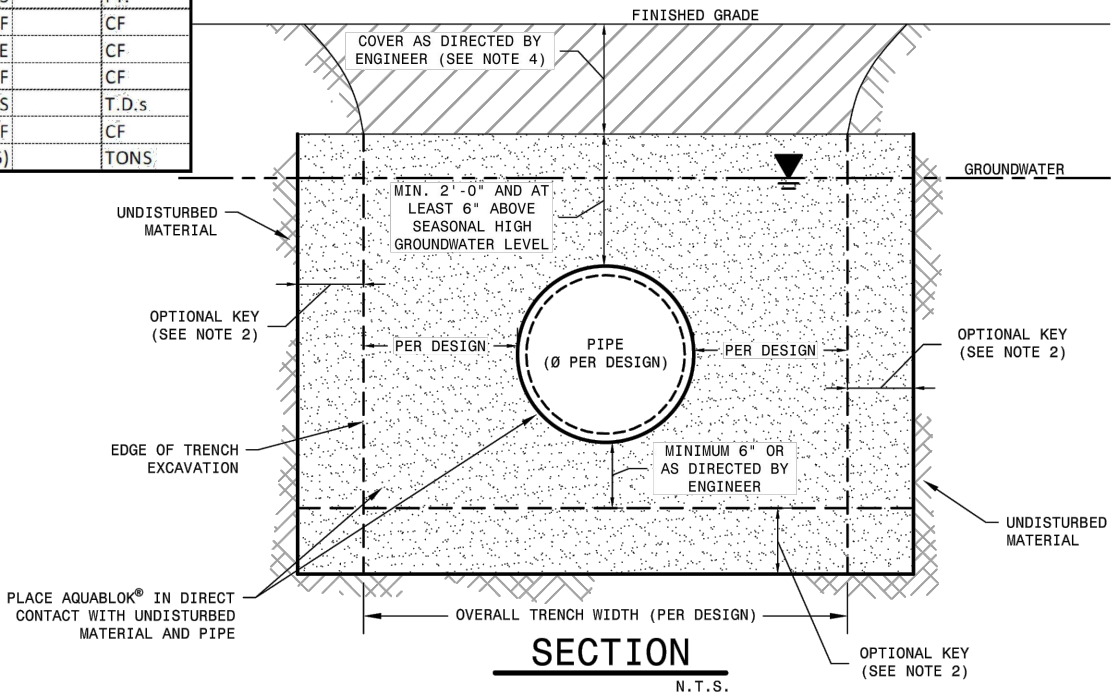
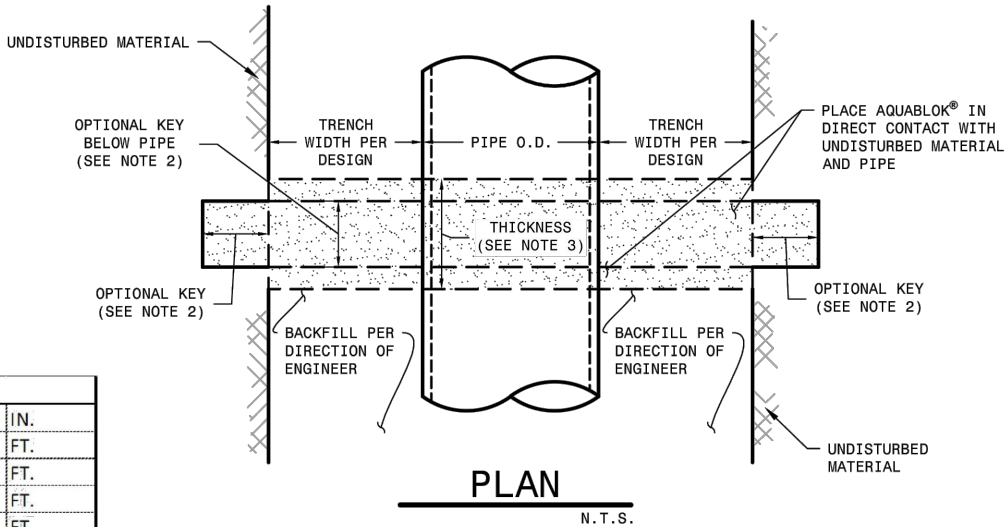
NOTES:

- PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS:
 - ASPHALT SURFACING = 4" MIN.
 - AGGREGATE BASE COURSE = 12" MIN.
- BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS:
 - AGGREGATE BASE COURSE = FULL DEPTH
- DIRT / TOPSOIL PLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS:
 - 4" TOPSOIL.
- PROVIDE AQUA-BLOK TRENCH DAM AT EACH END OF PIPE INSIDE PIPE END TREATMENT. SEE ATTACHED DETAIL.
- PROVIDE CDOT TYPE "S" PIPE HEADWALL AT EACH END OF PIPE. SEE ATTACHED DETAIL.
- CONTRACTOR SHALL SUBMIT A UTILITY LOCATE AND PROTECTION PLAN PRIOR TO CONSTRUCTION THAT SHALL INCLUDE, BUT NOT LIMITED TO, SPECIFICS FOR THE FOLLOWING; UTILITY LOCATES, EXCAVATION PROTOCOL, PROTECTION OF WATER MAIN (EXPOSED JOINT RESTRAINTS, CONTINUOUS PIPE SUPPORT BELOW THE MAIN, EMERGENCY PLAN IN PLACE FOR WATER MAIN BREAK), PROTECTION OF SHALLOW UTILITIES (CONDUIT/PIPE SUPPORT, PLAN FOR SERVICE INTERRUPTION) AND COORDINATION WITH UTILITY OWNER PRIOR TO AND DURING CONSTRUCTION.
- DUE TO TIME OF THE YEAR WHEN THIS PROJECT WILL BE CONSTRUCTED, ASPHALT REPLACEMENT WON'T BE ABLE TO HAPPEN UNTIL SPRING. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ISSUES/MAINTENANCE OF THE TRENCH BACKFILL, I.E. SETTLING OF TRENCH SECTION AND REPLACEMENT THEREOF. PRIOR TO ASPHALT REPLACEMENT IN THE SPRING, CONTRACTOR SHALL BE RESPONSIBLE FOR PREPPING (REMOVAL OF CLASS 6) THE TRENCH SECTION FOR ASPHALT.

72" CULVERT WITH TRACER TAPE CROSS-SECTION

SCALE: 1" = 2'-0"

QUANTITY SCHEDULE	
PIPE O.D.	IN.
TRENCH WIDTH	FT.
OPTIONAL KEY	FT.
TOP DIMENSION	FT.
BOTTOM DIMENSION	FT.
THICKNESS	FT.
GROSS CF	CF
MINUS PIPE	CF
NET CF	CF
NO. OF TRENCH DAMS	T.D.s
TOTAL CF	CF
TONS (TCF X 0.0425)	TONS



NOTES:

- THE TRENCH DAM DIMENSIONS SHALL BE DIRECTED BY THE ENGINEER AND DEPICTED ON THE CONSTRUCTION DRAWINGS.
- THE TRENCH DAM SHALL EXTEND Laterally TO THE TRENCH EDGES, BUT AN OPTIONAL KEY MAY EXTEND INTO UNDISTURBED MATERIAL (A MIN. OF 1'-0) ON THREE SIDES.
- THE TRENCH DAM THICKNESS SHALL BE BASED ON PIPE O.D. AS FOLLOWS:
 - 0 IN. < PIPE O.D. < 6 IN.; THICKNESS = 0.5 FT.
 - 6 IN. < PIPE O.D. < 36 IN.; THICKNESS = 1.0 FT.
 - 36 IN. < PIPE O.D. < 66 IN.; THICKNESS = 1.5 FT.
 - PIPE O.D. > 66 IN., THICKNESS = 2.0 FT.
- SOIL COVER ABOVE TRENCH DAM TO FINISH GRADE SHALL BE DIRECTED BY ENGINEER, WITH AT LEAST 2'-0 COMPACTED SOIL AND/OR BASE FOR LIGHT DUTY PAVEMENT, AND AT LEAST 3'-0 COMPACTED SOIL AND/OR BASE FOR HEAVY DUTY PAVEMENT.
- FOR TRENCH DAMS USED FOR WATER AND SEWER PIPING, FREQUENCY OF PLACEMENT SHALL BE AS DIRECTED BY THE ENGINEER ON THE CONSTRUCTION DRAWINGS, WITH:
 - SANITARY AND STORM SEWERS SHALL HAVE A MINIMUM OF ONE TRENCH DAM ON EACH PIPE RUN BETWEEN MANHOLES OR STRUCTURES.
 - SANITARY AND STORM SEWER TRENCH DAMS SHALL BE LOCATED APPROX. 25 FEET UPSTREAM OF MANHOLES, LIFT STATIONS, OR OTHER STRUCTURES.
 - PIPES THROUGH EMBANKMENTS AND CROSSINGS SHALL REQUIRE TRENCH DAMS AT SPECIFIC SPACING AS DIRECTED BY ENGINEER.
 - WATER MAINS AND FORCE MAINS SHALL HAVE TRENCH DAMS SPACED NO GREATER THAN 400 L.F. ALONG PIPE RUN.
 - SPECIFIC CONDITIONS MAY REQUIRE MORE FREQUENT PLACEMENT OF TRENCH DAMS AS SPECIFIED BY ENGINEER.
- SEE "TRENCH DAMS AND ANTI-SEEP COLLARS" APPLICATION TECH SHEET BY AQUABLOK, LTD. FOR MORE INFORMATION.



175 WOODLAND AVE.
SWANTON, OHIO 43558
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TRENCH DAM (ANTI-SEEP COLLAR) DETAIL
(NOT TO SCALE)

PROJECT NO.: AQB105	SUBMITTAL DATE: DECEMBER 2020
CAD DWG FILE: AQB105.100.0036	PLOT DATE: 12/9/2020

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
www.sgm-inc.com

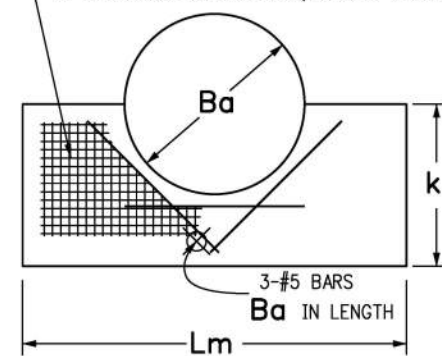
Town Of Paonia
Stewart Ditch Crossing

Job No. 2013-471.017
Drawn by: JC
Date: 10.15.2025
QC: DC PE: DC
File: Details

72" Culvert Trench
Section

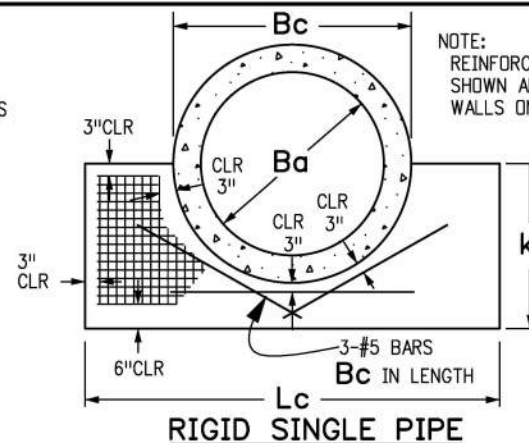
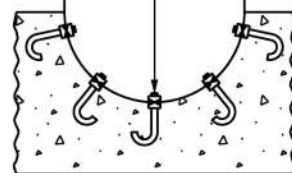
Return to Index

WWF 4 x 4 - W4 x W4 AT 85 LB./100 SQ. FT.
3" CLEARANCE AT TOP AND SIDES OF PIPE,
6" CLEARANCE AT BOTTOM. (TYP. ALL WALLS)



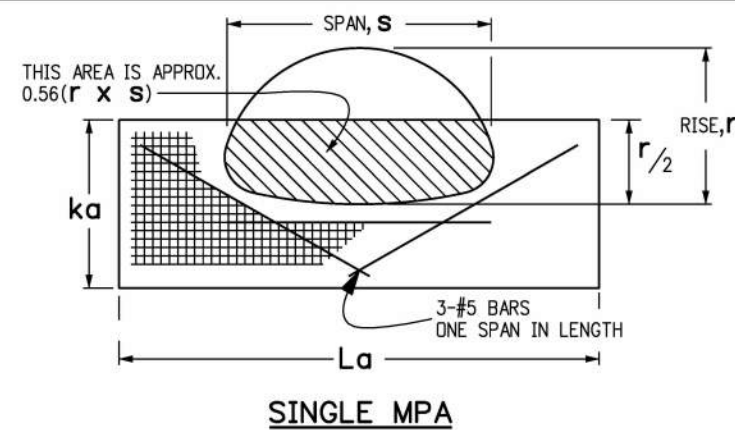
FLEXIBLE SINGLE PIPE

FLEXIBLE PIPE AND MPA SHALL
HAVE 3/4" DIA. GALV. ANCHOR BOLTS
EVENLY SPACED AT 19".



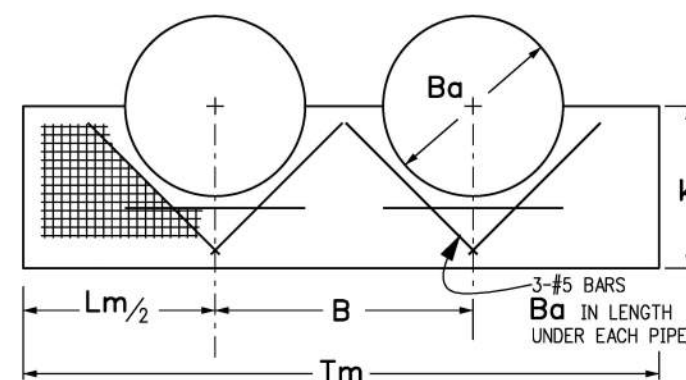
RIGID SINGLE PIPE

NOTE:
REINFORCEMENT CLEARANCES
SHOWN ARE TYPICAL FOR ALL
WALLS ON THIS SHEET.

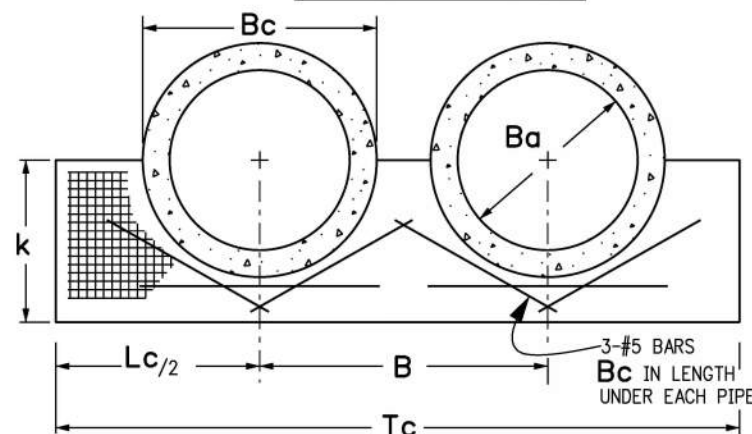


SINGLE MPA

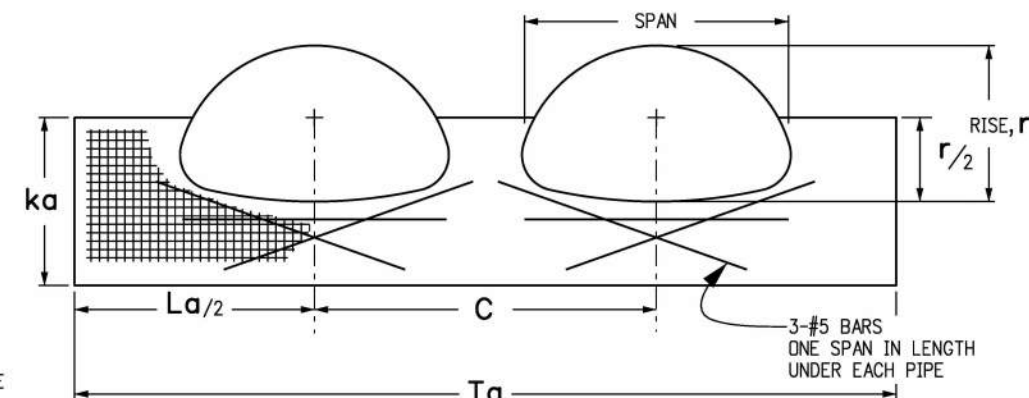
- GENERAL NOTES**
1. CONCRETE SHALL BE CLASS B.
 2. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED 3/4 IN.
 3. IF A PRECAST HEADWALL IS USED, A PERMANENT EPOXY BOND, APPROVED BY THE ENGINEER, SHALL BE USED BETWEEN PIPE AND HEADWALL.
 4. HEADWALL SHALL BE PERPENDICULAR TO THE CULVERT CENTERLINE UNLESS OTHERWISE SPECIFIED. TABULATED DIMENSIONS AND QUANTITIES SHALL BE ADJUSTED FOR SKEWED INSTALLATIONS.
 5. HEADWALL ANCHOR BOLTS SHALL CONFORM TO AASHTO M 167 AND SHALL BE INCLUDED IN THE COST OF PIPE.
 6. HEADWALL ANCHOR BOLTS SHALL BE USED ONLY WITH FLEXIBLE PIPE, BOTH ROUND AND ARCH.



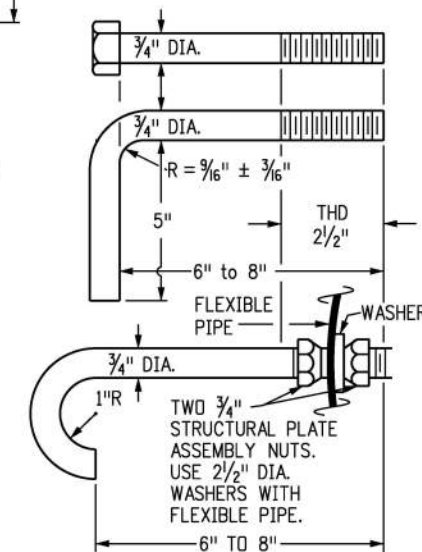
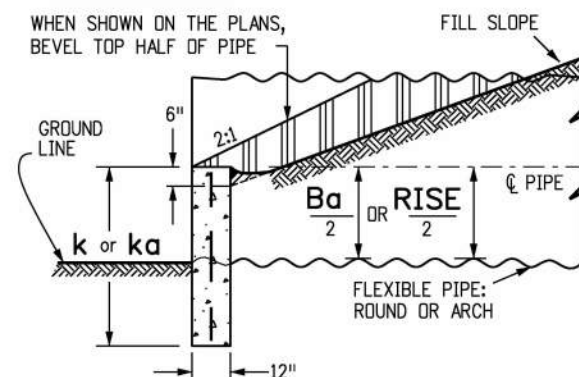
FLEXIBLE DOUBLE PIPE



RIGID DOUBLE PIPE



DOUBLE MPA



TYPICAL GALVANIZED ANCHOR BOLTS

RANGE OF EQUIV. DIAMS.	RANGE OF SPANS S	RANGE OF RISES r	ka	La	C	Ta	SINGLE		DOUBLE	
							CONCRETE	STEEL	CONCRETE	STEEL
							CU. YDS.	LBS.	CU. YDS.	LBS.
IN.										
36-42	39-47	30-36	36	94	71	165	0.72	26.2	1.22	49.8
42-48	48-59	31-41	41	118	89	207	1.04	36.5	1.77	68.7
54-60	60-71	40-51	51	142	107	249	1.53	52.2	2.61	97.2
60-75	72-83	44-69	69	166	119	285	2.49	78.3	4.14	142.0
72-81	84-95	63-72	72	190	131	321	2.93	93.1	4.76	166.5
84-90	96-107	69-76	76	214	143	357	3.42	110.1	5.45	194.6

NOTE: EACH LINE OF THE PIPE ARCH TABLE DESCRIBES A SINGLE HEADWALL THAT WILL ACCOMMODATE SEVERAL SIZES OF PIPE-ARCH. THE CONCRETE QUANTITIES IN THIS TABLE ARE BASED ON DEDUCTION OF CONCRETE FROM THE HEADWALL OF THE MEDIAN SIZE PIPE IN THE RANGE OF EQUIVALENT DIAMETERS SHOWN.

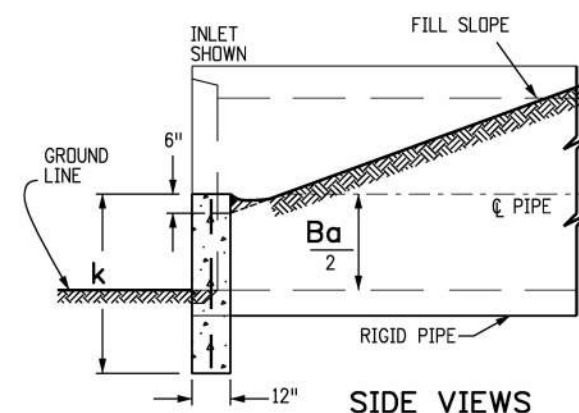
ADJUST L, B, T, C, #5 BAR LENGTH AND QUANTITIES WHEN SKEW IS < 90°

HEADWALL FOR METAL PIPE ARCH (MPA)

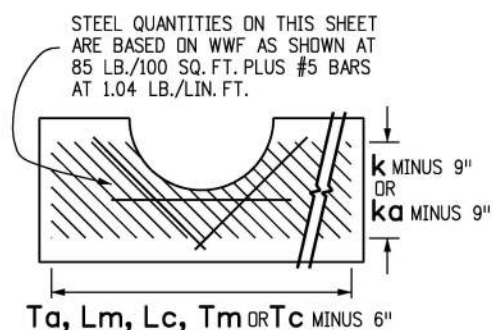
NOM. DIA. Ba	RCP O.D. Bc	k	Lm	Lc	B	Tm	Tc	FLEXIBLE PIPE				RIGID PIPE			
								SINGLE		DOUBLE		SINGLE		DOUBLE	
								CONCRETE	STEEL	CONCRETE	STEEL	CONCRETE	STEEL	CONCRETE	STEEL
								IN.							
36	44	36	81	99	56	137	155	0.62	21.3	1.01	39.6	0.72	26.3	1.04	46.2
42	51	42	94	114	63	157	177	0.84	28.1	1.34	51.3	0.97	34.3	1.39	59.8
48	58	48	108	130	72	180	202	1.10	36.0	1.76	64.4	1.27	43.6	1.81	75.3
54	65	54	121	146	81	202	227	1.39	44.6	2.22	80.1	1.60	54.1	2.30	92.5
60	72	60	134	161	90	224	251	1.70	54.1	2.73	96.8	1.96	65.7	2.83	111.2
66	79	66	148	177	99	247	276	2.07	64.9	3.31	115.4	2.37	78.1	3.42	131.9
72	86	72	161	193	108	269	301	2.46	76.4	3.93	135.2	2.83	91.9	4.08	154.4
78	93	78	175	208	114	289	322	2.90	89.1	4.57	155.8	3.30	106.5	4.71	177.1
84	100	84	188	224	120	308	344	3.35	102.4	5.23	177.4	3.83	122.5	5.41	201.6
90	107	90	202	240	126	328	366	3.86	117.1	5.96	200.8	4.40	139.7	6.16	227.8
96	114	96	215	255	132	347	387	4.38	132.3	6.71	225.1	4.98	157.5	6.93	254.9

HEADWALL FOR ROUND PIPE

SKEW°	FACTOR
90	1.000
85	1.004
80	1.015
75	1.035
70	1.064
65	1.103
60	1.155
55	1.221
50	1.305
45	1.414
40	1.556
35	1.743
30	2.000



SIDE VIEWS



STEEL QUANTITIES ON THIS SHEET
ARE BASED ON WWF AS SHOWN AT
85 LB./100 SQ. FT. PLUS #5 BARS
AT 1.04 LB./LIN. FT.

Computer File Information

Creation Date: 07/31/19
Designer Initials: JBK
Last Modification Date: 07/31/19
Detailer Initials: LTA
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English

Sheet Revisions

Date:	Comments
(R-X)	
(R-X)	
(R-X)	
(R-X)	

Colorado Department of Transportation



2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868

Project Development Branch

JBK

TYPE "S" SADDLE HEADWALLS FOR PIPE

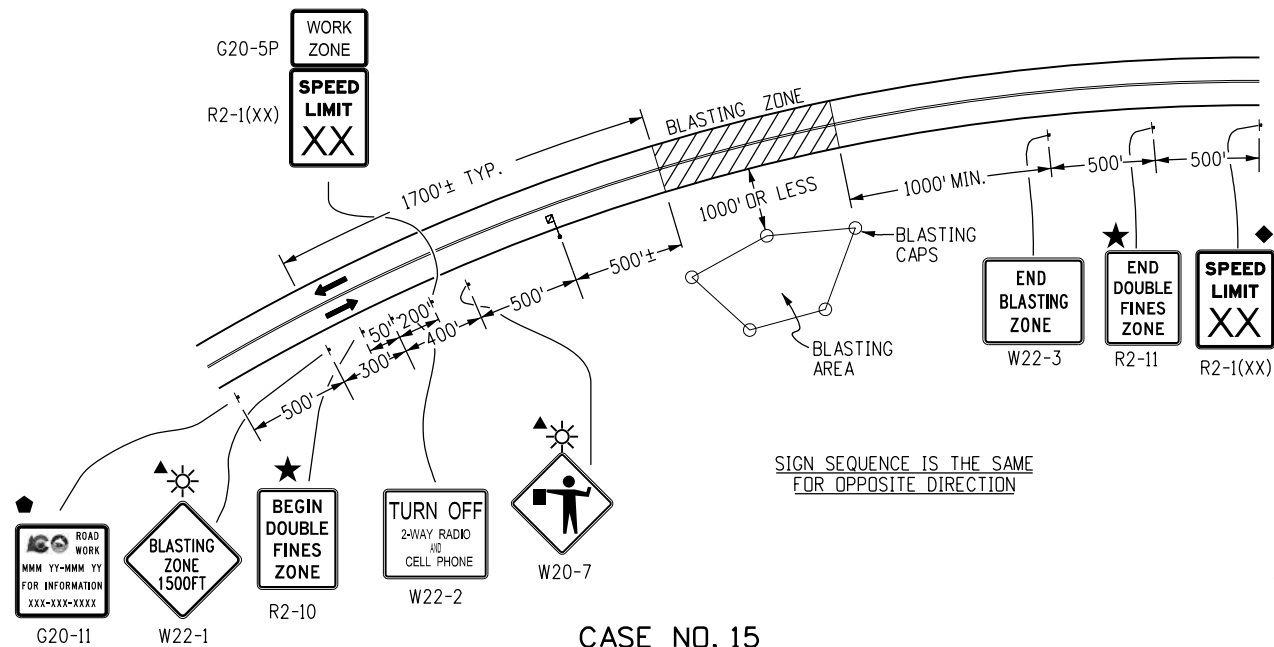
Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.

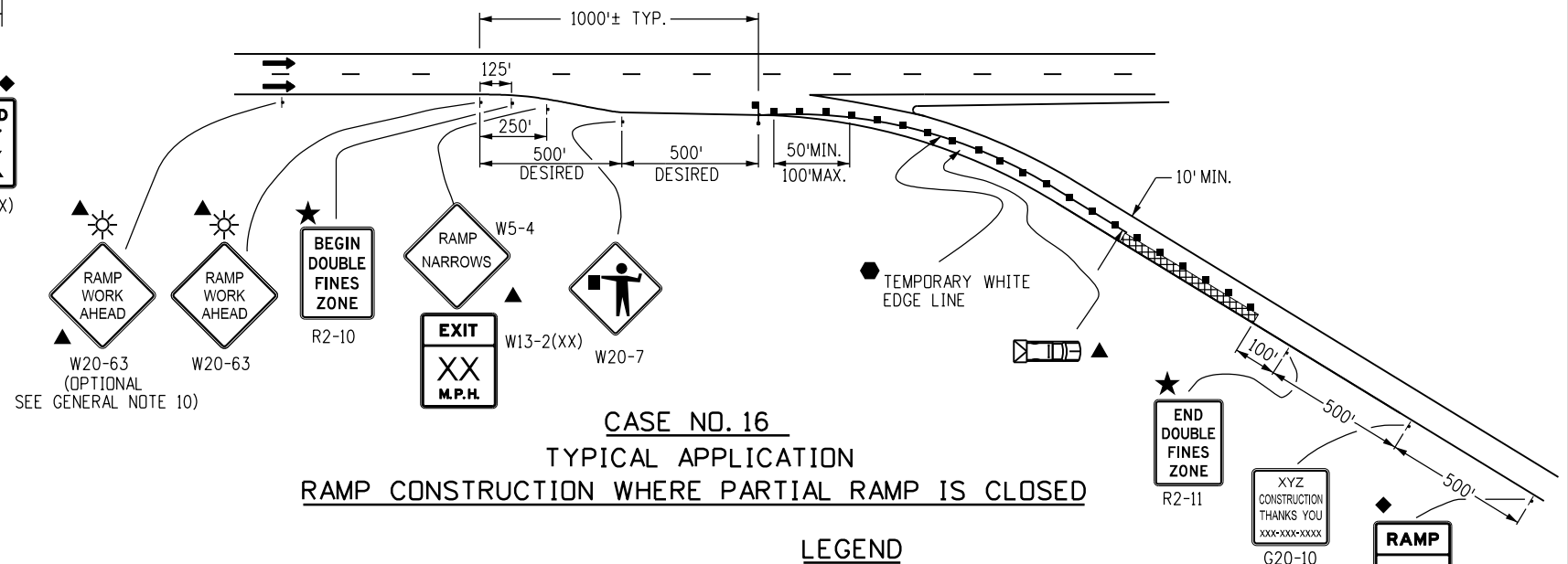
M-601-11

Standard Sheet No. 1 of 1

Project Sheet Number:



CASE NO. 15
TYPICAL APPLICATION
BLASTING ZONE



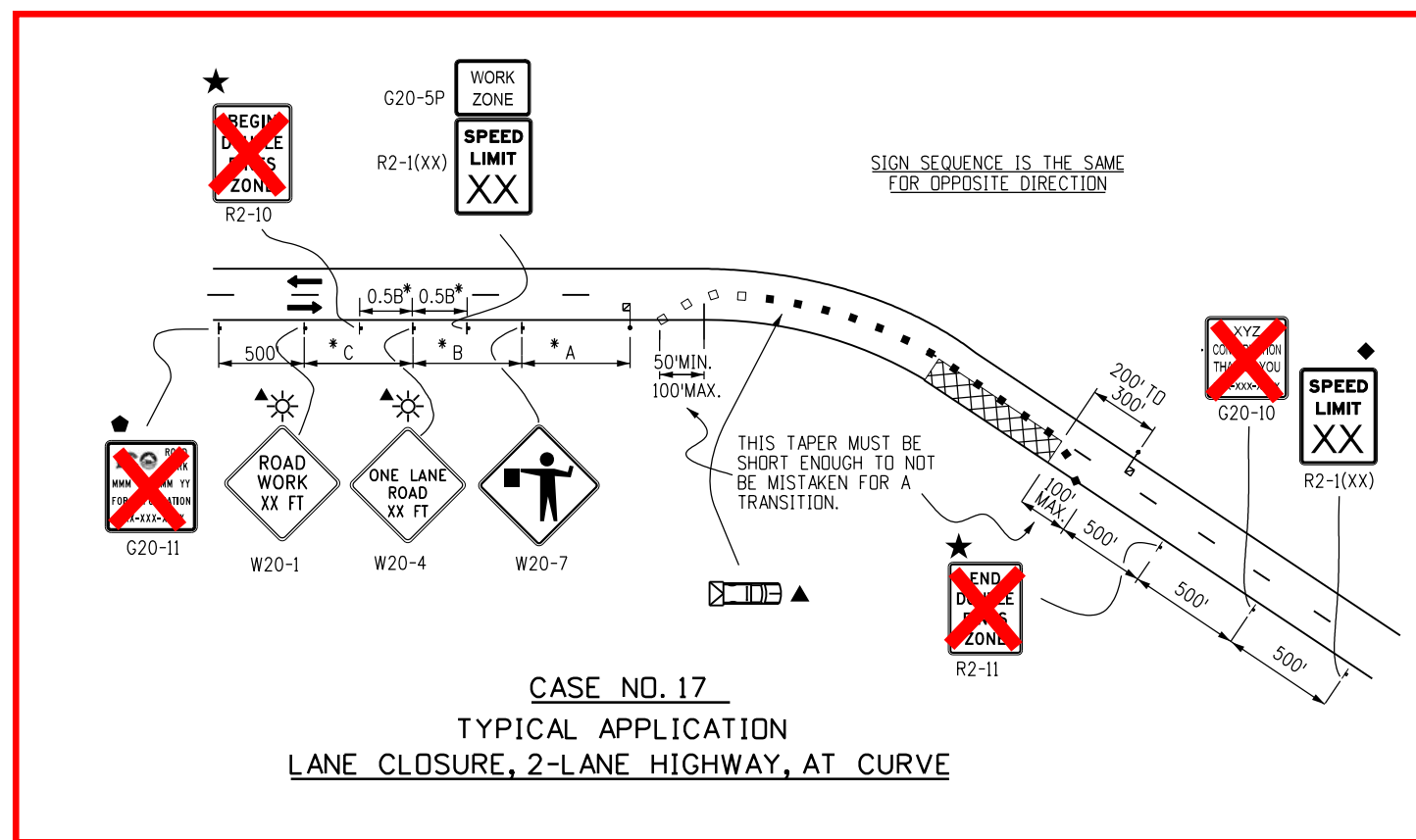
CASE NO. 16
TYPICAL APPLICATION
RAMP CONSTRUCTION WHERE PARTIAL RAMP IS CLOSED

LEGEND

- CHANNELIZING DEVICE: FOR TYPE OF DEVICE TO BE USED, SEE SCHEDULE OF TRAFFIC CONTROL DEVICES INCLUDED IN THE PLANS.
- DRUMS OR VERTICAL PANELS SHALL BE USED TO DELINEATE MERGING TAPERS, SHIFTING TAPERS, AND ONE LANE, TWO-WAY TRAFFIC TAPERS.
- TYPE III BARRICADE
- CONCRETE BARRIER (TEMPORARY)
- FLAGGER STATION
- ← DIRECTION OF TRAVEL
- ▨ WORK AREA
- L TRANSITION TAPER LENGTH:
L = MINIMUM LENGTH OF TAPER
SPEED 45 MPH OR MORE: $L = S \times W$
SPEED 40 MPH OR LESS: $L = \frac{WS^2}{60}$
S = NUMERICAL VALUE OF SPEED LIMIT OR 85 PERCENTILE SPEED
W = WIDTH OF OFFSET
SHOULDER TAPER = 1/3 L
- ▨ MOBILE ATTENUATOR
- ★ SEE FINES DOUBLE SIGNING NOTES ON SHEET 12.
- ▨ ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL
- CZ CLEAR ZONE (SEE GENERAL NOTE 17 ON SHEET 2).
- ▲ THESE DEVICES ARE OPTIONAL. THEIR NEED SHALL BE DETERMINED BY DETOUR DESIGN AND/OR SCOPE OF CONSTRUCTION ACTIVITY, AND ARE REQUIRED WHEN THEY ARE INCLUDED IN THE SCHEDULE OF CONSTRUCTION CONTROL DEVICES.
- ◆ THESE DEVICES ARE NOT OPTIONAL IF THE POSTED SPEED LIMIT IN THE WORK ZONE IS REDUCED.
- ☀ FLASHING BEACON
- REQUIRED WHEN WORK OCCUPIES THE LOCATION FOR MORE THAN 3 DAYS.
- G20-11 SIGN IS REQUIRED BY PROJECT SPECIAL PROVISION SECTION 626 - PUBLIC INFORMATION SERVICES. IF USED ON LOCAL AGENCY PROJECTS, THE CDDT LOGO SHALL BE OMITTED.

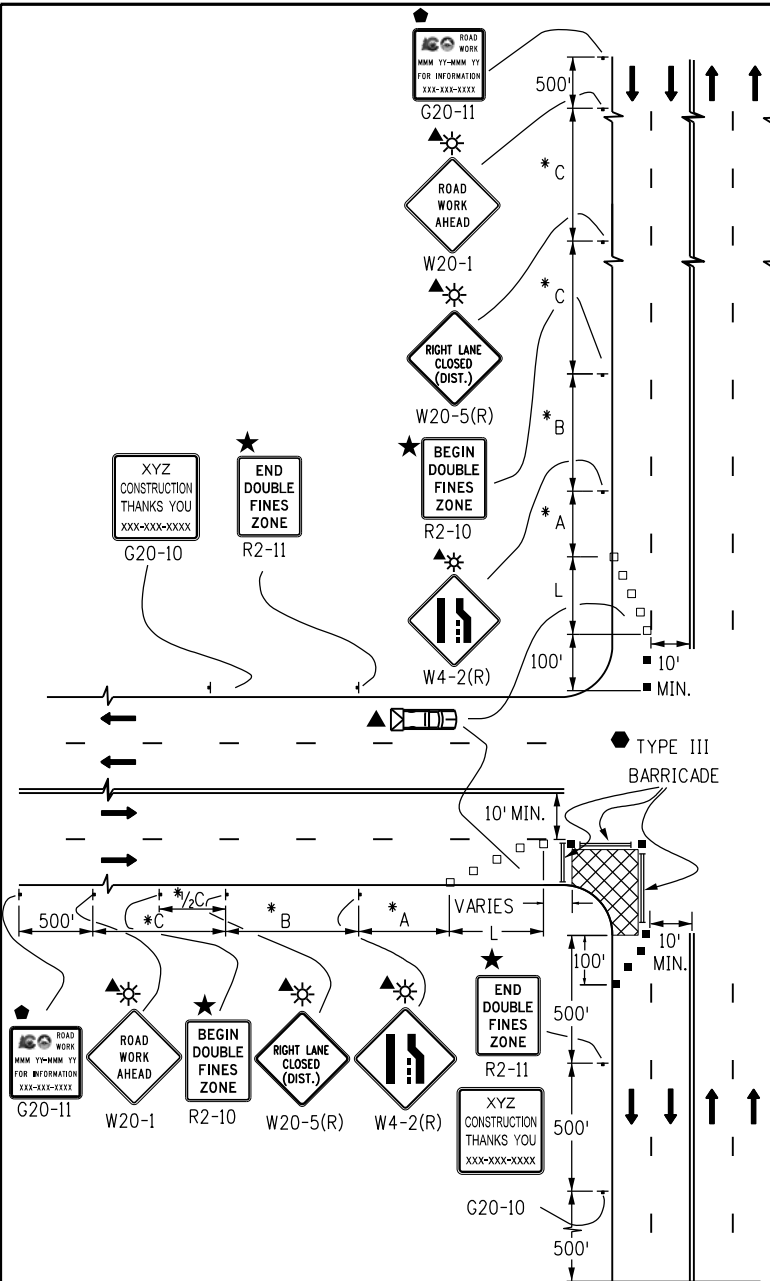
***KEY TO ADVANCE SIGNING DISTANCES**

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (<= 40 MPH)	100	100	100
URBAN (>= 45 MPH)	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1000	1500	2640



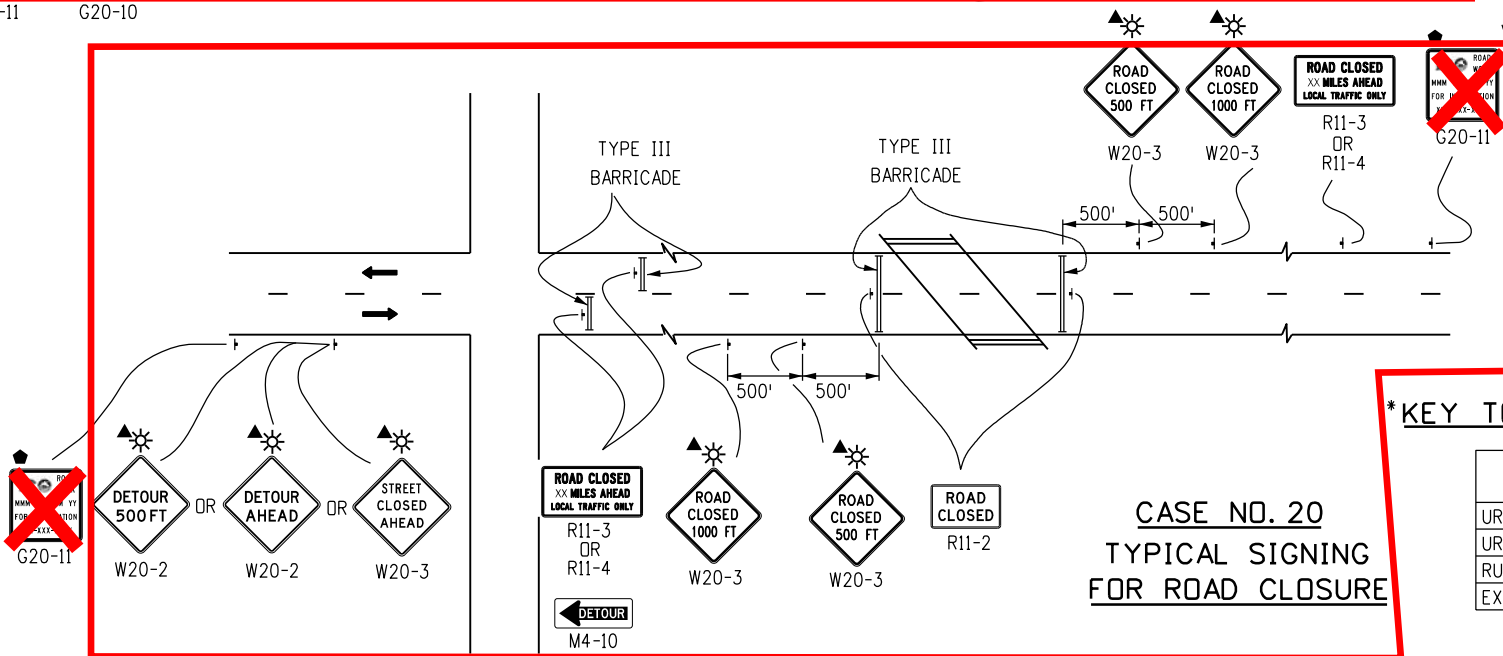
CASE NO. 17
TYPICAL APPLICATION
LANE CLOSURE, 2-LANE HIGHWAY, AT CURVE

Computer File Information		Sheet Revisions		Colorado Department of Transportation	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION	STANDARD PLAN NO.	
Creation Date: 07/04/12		Date:	Comments			S-630-1	
Created By: Roybal	(R-2)	04/30/24	REVISED G20-11 LEGEND	Traffic Safety & Engineering	EB	Standard Sheet No. 9 of 26	
Last Modification Date: 04/30/24	(R-1)	01/20/23	Replaced R52-a(b) with R2-10(11) Updated G20-11 Added Drum/Vertical Panel Symbol			Project Sheet Number:	
Last Modified By: NRIVERA						Issued By: Traffic Safety & Engineering Branch July 31, 2019	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English							



CASE NO. 18
TYPICAL APPLICATION
TRAFFIC CONTROL AROUND A WORK AREA
NEAR AN INTERSECTION, ONE LANE CLOSED

- NOTES:
- 1. SIGN PLACEMENT SHOWN ON CASES 18 AND 19 TYPIFIES RURAL APPLICATIONS. URBAN APPLICATIONS REQUIRE THE SIGNS TO BE PLACED WITHIN ONE, OR PERHAPS TWO, BLOCKS.
 - 2. TRUCK-MOUNTED ATTENUATORS (TMA) OPTIONAL FOR ALL CASES AS DETERMINED BY THE ENGINEER.



CASE NO. 20
TYPICAL SIGNING
FOR ROAD CLOSURE

- LEGEND
- CHANNELIZING DEVICE: FOR TYPE OF DEVICE TO BE USED, SEE SCHEDULE OF TRAFFIC CONTROL DEVICES INCLUDED IN THE PLANS.
 - DRUMS OR VERTICAL PANELS SHALL BE USED TO DELINEATE MERGING TAPERS, SHIFTING TAPERS, AND ONE LANE, TWO-WAY TRAFFIC TAPERS.
 - TYPE III BARRICADE
 - CONCRETE BARRIER (TEMPORARY)
 - FLAGGER STATION
 - DIRECTION OF TRAVEL
 - ▨ WORK AREA
 - L TRANSITION TAPER LENGTH:
L = MINIMUM LENGTH OF TAPER
SPEED 45 MPH OR MORE: $L = S \times W$
SPEED 40 MPH OR LESS: $L = \frac{WS^2}{60}$
S = NUMERICAL VALUE OF SPEED LIMIT OR 85 PERCENTILE SPEED
W = WIDTH OF OFFSET
SHOULDER TAPER = 1/3 L
 - ▨ MOBILE ATTENUATOR
 - CZ CLEAR ZONE (SEE GENERAL NOTE 17 ON SHEET 2).
 - ☼ FLASHING BEACON
 - ▲ THESE DEVICES ARE OPTIONAL. THEIR NEED SHALL BE DETERMINED BY DETOUR DESIGN AND/OR SCOPE OF CONSTRUCTION ACTIVITY, AND ARE REQUIRED WHEN THEY ARE INCLUDED IN THE SCHEDULE OF CONSTRUCTION CONTROL DEVICES.
 - BUFFER SPACE (SEE GENERAL NOTE 23 ON SHEET 2).
 - REQUIRED WHEN WORK OCCUPIES THE LOCATION FOR MORE THAN 3 DAYS.
 - ★ SEE FINES DOUBLE SIGNING NOTES ON SHEET 12.
 - G20-11 SIGN IS REQUIRED BY PROJECT SPECIAL PROVISION SECTION 626 - PUBLIC INFORMATION SERVICES. IF USED ON LOCAL AGENCY PROJECTS, THE CDOT LOGO SHALL BE OMITTED.

*KEY TO ADVANCE SIGNING DISTANCES

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
URBAN (<= 40 MPH)	100	100	100
URBAN (>= 45 MPH)	350	350	350
RURAL	500	500	500
EXPRESSWAY/FREEWAY	1000	1500	2640

Computer File Information	
Creation Date: 07/04/12	
Created By: Roybal	
Last Modification Date: 04/30/24	
Last Modified By: NRIVERA	
CAD Ver.: MicroStation V8	Scale: Not to Scale Units: English

Sheet Revisions	
Date:	Comments
04/30/24	REVISED G20-11 LEGEND
01/20/23	Replaced R52-a(b) with R2-10(11) Updated G20-11 Added Drum/Vertical Panel Symbol

Colorado Department of Transportation

2829 W. Howard Pl.
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Traffic Safety & Engineering EB

TRAFFIC CONTROLS
FOR HIGHWAY
CONSTRUCTION

Issued By: Traffic Safety & Engineering Branch July 31, 2019

STANDARD PLAN NO.
S-630-1

Standard Sheet No. 10 of 26

Project Sheet Number:

TYPICAL CONSTRUCTION ZONE SIGNS																																																																																																																																																																	
THESE SIGNING NOTES ARE INTENDED AS A QUICK REFERENCE FOR TYPICAL SIGN USE AND PLACEMENT IN CONSTRUCTION ZONES.																																																																																																																																																																	
G20-1	"ROAD/WORK/NEXT XX MILES" - THIS SIGN SHALL BE ERECTED AT THE LIMITS OF ANY ROAD CONSTRUCTION OR MAINTENANCE PROJECT OF MORE THAN TWO (2) MILES IN LENGTH WHERE TRAFFIC IS MAINTAINED THROUGH THE PROJECT.	W5-2a	"NARROW BRIDGE SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A BRIDGE OR CULVERT HAVING A CLEAR TWO-WAY ROADWAY WIDTH OF 16 TO 18 FEET OR ANY BRIDGE OR CULVERT HAVING A ROADWAY CLEARANCE LESS THAN THE WIDTH OF THE APPROACH PAVEMENT.*	W21-2	"FRESH/OIL" - THIS SIGN IS INTENDED FOR USE WHERE RE-SURFACING OPERATIONS HAVE RENDERED THE SURFACE OF THE PAVEMENT TEMPORARILY WET, AND OBJECTIONABLE SPLASHING ON VEHICLES MAY OCCUR.*																																																																																																																																																												
G20-4	"PILOT CAR/FOLLOW ME" - THIS SIGN SHALL BE MOUNTED IN A CONSPICUOUS POSITION ON THE REAR OF A VEHICLE USED FOR GUIDING ONE-WAY TRAFFIC THROUGH OR AROUND THE PROJECT.	W5-3	"ONE LANE/BRIDGE" - THIS SIGN SHOULD BE PLACED ON TWO-WAY ROADWAYS IN ADVANCE OF THE BRIDGES OR CULVERTS WHERE THE ROADWAY WIDTH IS LESS THAN 16 FEET (18 FEET FOR COMMERCIAL VEHICLES) OR WHEN THE ALIGNMENT IS POOR ON THE APPROACH TO THE STRUCTURE HAVING A CLEAR ROADWAY WIDTH OF 18 FEET OR LESS.*	W21-3	"ROAD/MACHINERY/AHEAD" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE AREAS WHERE HEAVY EQUIPMENT IS OPERATING IN OR ADJACENT TO THE ROADWAY.*																																																																																																																																																												
G20-5P	"WORK ZONE" - THIS PLAQUE SHALL BE MOUNTED JUST ABOVE THE WORK ZONE SPEED LIMIT SIGNS PRIOR TO THE WORK ZONE AREA.			W21-4	"ROAD/WORK/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF MAINTENANCE FOR MINOR RECONSTRUCTION OPERATIONS IN THE ROADWAY.																																																																																																																																																												
G20-10	THANK YOU SIGN - THIS SIGN SHOULD BE ERECTED APPROXIMATELY 500 FEET BEYOND THE END OF THE PROJECT.	W6-1	"DIVIDED HIGHWAY SYMBOL" - THIS SIGN SHOULD BE PLACED ON THE APPROACHES TO THE SECTION OF HIGHWAY WHERE OPPOSING FLOWS OF TRAFFIC ARE SEPARATED BY A PHYSICAL MEDIAN.	W21-5	"SHOULDER/WORK" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE PROJECT INVOLVING THE SHOULDER, WHERE THE TRAVELED WAY REMAINS UNOBSTRUCTED.																																																																																																																																																												
G20-11	CONSTRUCTION PROJECT INFORMATION SIGN - THIS SIGN SHALL BE ERECTED AS DESCRIBED IN SECTION 626 PROJECT SPECIAL PROVISION - PUBLIC INFORMATION SERVICES. THE CDOT LOGO SHALL NOT BE USED ON LOCAL AGENCY PROJECTS.	W6-2	"DIVIDED HIGHWAY ENDS SYMBOL" - THIS SIGN SHOULD BE PLACED AT THE END OF THE SECTION OF PHYSICALLY DIVIDED HIGHWAY AS A WARNING OF TWO-WAY TRAFFIC AHEAD.	W21-6	"SURVEY/CREW" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE A SURVEYING CREW IS WORKING IN OR ADJACENT TO THE ROADWAY.*																																																																																																																																																												
G20-55(X)	"X MINUTE CLOSURE. EXPECT DELAYS" - THIS SIGN IS INTENDED FOR USE 500 FEET PAST THE "WORK ZONE"/SPEED LIMIT SIGN.	W6-3	"TWO-WAY TRAFFIC SYMBOL" - THIS SIGN IS INTENDED FOR USE TO GIVE WARNING OF TRANSITION FROM A SEPARATED ONE-WAY ROADWAY TO A TWO-WAY ROADWAY.*	W21-20	"HIGHWAY PAINTING AHEAD" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE A PAINT CREW IS WORKING IN OR ADJACENT TO THE ROADWAY.																																																																																																																																																												
M4-9()	"DETOUR/<<<<" - THIS SIGN IS USED FOR UNNUMBERED ROUTES; FOR USE IN EMERGENCY SITUATIONS; FOR PERIODS OF SHORT DURATION; OR WHERE, OVER RELATIVELY SHORT DISTANCES, IT IS NOT NECESSARY TO SHOW ROUTE MARKERS TO GUIDE TRAFFIC ALONG THE DETOUR AND BACK TO ITS AUTHORIZED ROUTE.	W7-1	"HILL SYMBOL" - THIS SIGN SHOULD BE PLACED AT A POINT IN ADVANCE OF THE DOWNGRADE WHERE THE LENGTH, PERCENT OF GRADE, HORIZONTAL CURVATURE, OR OTHER PHYSICAL FEATURES REQUIRE SPECIAL CONSIDERATION ON THE PART OF DRIVERS.*	W21-20a	"HIGHWAY PAINTING NEXT X MILES" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF PAINT CREW WORKING IN OR ADJACENT TO THE ROADWAY.																																																																																																																																																												
M4-10()	"DETOUR ARROW" - THIS SIGN SHOULD BE MOUNTED JUST BELOW THE ROAD CLOSED SIGN AT THE POINT WHERE THE DETOUR ROADWAY OR ROUTE HAS BEEN ESTABLISHED DUE TO THE CLOSURE OF THE STREET OR HIGHWAY TO THROUGH TRAFFIC.	W8-1,W8-2	"BUMP"/"DIP" - THESE SIGNS ARE INTENDED FOR USE TO GIVE WARNING OF A SHARP RISE OR DEPRESSION IN THE PROFILE OF THE ROAD THAT IS SUFFICIENTLY ABRUPT TO AFFECT VEHICLE OPERATION OR CAUSE CONSIDERABLE DISCOMFORT TO PASSENGERS.*	W22-1	"BLASTING/ZONE/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF ANY POINT OR WORK SITE WHERE THERE ARE EXPLOSIVES BEING USED. THE W22-2 AND W22-3 SIGNS MUST BE USED IN SEQUENCE WITH THIS SIGN.																																																																																																																																																												
R2-1()	"SPEED/LIMIT/XX" - THESE SIGNS ARE INTENDED TO REDUCE TRAFFIC SPEED IN ADVANCE OF THE DAILY WORK AREA WITHIN THE OVERALL PROJECT LIMITS.	W8-3a	"PAVEMENT ENDS SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE THE PAVEMENT SURFACE CHANGES FROM A HARD-SURFACED PAVEMENT TO THE LOW-TYPE SURFACE OR EARTH ROAD.*	W22-2	"TURN OFF/2-WAY RADIOS/AND/CELLULAR/PHONES" - THIS SIGN IS TO BE USED IN SEQUENCE WITH THE W22-1 AND W22-3 SIGNS AND PLACED AT LEAST 1000 FEET FROM THE BEGINNING OF THE BLASTING ZONE.																																																																																																																																																												
R2-1(XX)	"SPEED/LIMIT/XX" - THIS SIGN IS INTENDED FOR USE 500 FEET PAST THE "THANK YOU" SIGN TO BRING TRAFFIC BACK TO ORIGINAL POSTED SPEED.	W8-4	"SOFT SHOULDER" - THIS SIGN IS INTENDED FOR USE TO WARN OF A SOFT SHOULDER CONDITION THAT COULD PRESENT A PROBLEM TO VEHICLES THAT MAY GET OFF THE PAVEMENT.*	W22-3	"END/BLASTING/ZONE" - THIS SIGN IS TO BE USED TO DENOTE THE END OF THE RADIO INFLUENCE AREA AND SHALL BE PLACED A MINIMUM OF 1000 FEET FROM THE BLASTING ZONE, EITHER WITH OR PRECEDING THE END CONSTRUCTION SIGN.																																																																																																																																																												
R2-6P	"FINES DOUBLE" - THIS SIGN IS INTENDED FOR USE WITHIN WORK ZONES TO PROVIDE NOTICE OF INCREASED FINES FOR TRAFFIC VIOLATIONS WITHIN WORK ZONES.	W8-5	"SLIPPERY WHEN WET SYMBOL" - THIS SIGN SHOULD BE PLACED IN ADVANCE OF THE CONDITION WHERE THE HIGHWAY SURFACE IS SLIPPERY BEYOND WHAT IS ORDINARY WHEN WET.*	W22-50(X)	"ROCK SCALING X MILE(S)" - THIS SIGN IS INTENDED TO BE USED IN ADVANCE OF A FLAGGER IN ADVANCED OF THE WORK ZONE AREA.																																																																																																																																																												
R4-1	"DO NOT PASS" - THIS SIGN SHOULD BE PLACED AT TRANSITION TAPER POINT.	W8-9a	"SHOULDER DROP-OFF" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A SHOULDER DROP-OFF THAT EXCEEDS THREE INCHES IN HEIGHT.*	ADVANCE PLACEMENT OF WARNING SIGNS																																																																																																																																																													
R4-2	"PASS WITH CARE" - THIS SIGN SHOULD BE PLACED AT TRANSITION TAPER POINT.	W8-11	"UNEVEN LANES" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF AN UNEVEN ADJACENT LANE SITUATION THAT EXCEEDS ONE INCH IN HEIGHT.*	<table><tr><th rowspan="3">POSTED OR 85TH PERCENTILE SPEED</th><th rowspan="4">+ CONDITION A</th><th colspan="8">ADVANCE PLACEMENT DISTANCE (FEET)</th></tr><tr><th colspan="8">++ CONDITION B: DECLARATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION</th></tr><tr><th colspan="8">MPH</th></tr><tr><th colspan="2"></th><th>0</th><th>10</th><th>20</th><th>30</th><th>40</th><th>50</th><th>60</th><th>70</th></tr><tr><td>20</td><td>225</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td><td>--</td><td>--</td><td>--</td></tr><tr><td>25</td><td>325</td><td>●</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td><td>--</td><td>--</td></tr><tr><td>30</td><td>450</td><td>●</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td><td>--</td><td>--</td></tr><tr><td>35</td><td>550</td><td>●</td><td>●</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td><td>--</td></tr><tr><td>40</td><td>650</td><td>125</td><td>●</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td><td>--</td></tr><tr><td>45</td><td>750</td><td>175</td><td>125</td><td>●</td><td>●</td><td>●</td><td>--</td><td>--</td><td>--</td></tr><tr><td>50</td><td>850</td><td>250</td><td>200</td><td>150</td><td>100</td><td>●</td><td>--</td><td>--</td><td>--</td></tr><tr><td>55</td><td>950</td><td>325</td><td>275</td><td>225</td><td>175</td><td>100</td><td>●</td><td>--</td><td>--</td></tr><tr><td>60</td><td>1100</td><td>400</td><td>350</td><td>300</td><td>250</td><td>175</td><td>●</td><td>--</td><td>--</td></tr><tr><td>65</td><td>1200</td><td>475</td><td>425</td><td>400</td><td>350</td><td>275</td><td>175</td><td>●</td><td>--</td></tr><tr><td>70</td><td>1250</td><td>550</td><td>525</td><td>500</td><td>425</td><td>350</td><td>250</td><td>150</td><td>--</td></tr><tr><td>75</td><td>1350</td><td>650</td><td>625</td><td>600</td><td>525</td><td>450</td><td>350</td><td>250</td><td>100</td></tr></table>		POSTED OR 85TH PERCENTILE SPEED	+ CONDITION A	ADVANCE PLACEMENT DISTANCE (FEET)								++ CONDITION B: DECLARATION TO THE LISTED ADVISORY SPEED (MPH) FOR THE CONDITION								MPH										0	10	20	30	40	50	60	70	20	225	●	●	--	--	--	--	--	--	25	325	●	●	●	--	--	--	--	--	30	450	●	●	●	--	--	--	--	--	35	550	●	●	●	●	--	--	--	--	40	650	125	●	●	●	--	--	--	--	45	750	175	125	●	●	●	--	--	--	50	850	250	200	150	100	●	--	--	--	55	950	325	275	225	175	100	●	--	--	60	1100	400	350	300	250	175	●	--	--	65	1200	475	425	400	350	275	175	●	--	70	1250	550	525	500	425	350	250	150	--	75	1350	650	625	600	525	450	350	250	100
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R2-10	"BEGIN DOUBLE FINES ZONE" SIGN IS PLACED AT THE BEGINNING OF THE ADVANCED WARNING AREA OF THE TRAFFIC CONTROL ZONE.	W9-1()	"LEFT (RIGHT) LANE ENDS" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE PAVEMENT WIDTH TRANSITION SIGN (W4-2).																																																																																																																																																														
R2-11	"END DOUBLE FINES ZONE" SIGN IS PLACED AFTER WORK ZONE AREA, PAST DOWNSTREAM TAPER SECTION.	W9-2()	"LANE ENDS/MERGE LEFT (RIGHT)" - THIS SIGN IS INTENDED FOR USE AS A SUPPLEMENT TO THE PAVEMENT WIDTH TRANSITION SIGN (W4-2).																																																																																																																																																														
R11-2	"ROAD/CLOSED" - THIS SIGN IS TO BE MOUNTED ON THE BARRICADE THAT IS PLACED BEFORE THE WORK ZONE ENTRANCE TO PROHIBIT TRAFFIC FROM ENTERING THE WORK ZONE.	W9-3 OR W9-3a()	"CENTER LANE CLOSED AHEAD" - THIS SIGN SHOULD BE USED IN ADVANCE OF THE POINT WHERE WORK OCCUPIES THE CENTER LANE AND TRAFFIC IS DIRECTED TO THE RIGHT OR LEFT OF THE WORK ZONE.*																																																																																																																																																														
R11-3	"ROAD CLOSED/X MILES AHEAD/L.T.O." - THIS SIGN SHOULD BE PLACED WHERE THROUGH TRAFFIC MUST DETOUR TO AVOID THE CLOSURE OF THE ROAD SOME DISTANCE BEYOND, BUT WHERE THE ROAD IS OPEN TO LOCAL TRAFFIC UP TO THE POINT OF CLOSURE.	W12-1	"DOUBLE ARROW SYMBOL" - THIS SIGN SHOULD BE PLACED AT THE POINT OF THE OBSTRUCTION IN THE ROADWAY, WHERE TRAFFIC IS PERMITTED TO PASS ON EITHER SIDE OF THE OBSTRUCTION.																																																																																																																																																														
R11-4	"ROAD CLOSED/TO/THRU TRAFFIC" FOR URBAN USE - THIS SIGN SHOULD BE PLACED WHERE THROUGH TRAFFIC MUST DETOUR TO AVOID THE CLOSURE OF THE ROAD SOME DISTANCE BEYOND, BUT WHERE THE ROAD IS OPEN TO LOCAL TRAFFIC UP TO THE POINT OF CLOSURE.	W12-2	"LOW CLEARANCE SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF AN OBSTRUCTION TO WARN VEHICLE OPERATORS OF CLEARANCES LESS THAN THE MAXIMUM VEHICLE HEIGHT PERMITTED PLUS 12 INCHES.*																																																																																																																																																														
W1-1()	"TURN ARROW" - THIS SIGN IS INTENDED FOR USE WHERE ENGINEERING INVESTIGATIONS OF ROADWAY CONDITIONS SHOW THE RECOMMENDED SPEED ON THE TURN TO BE 30 MPH OR LESS.*	W13-1P()	"ADVISORY SPEED PLAQUE" - THIS PLAQUE IS INTENDED TO SUPPLEMENT WARNING SIGNS ONLY AND SHALL NOT BE MOUNTED ALONE. IT IS USED TO INDICATE THE MAXIMUM RECOMMENDED SPEED FOR THE INDICATED CONDITION.																																																																																																																																																														
W1-2()	"CURVE ARROW" - THIS SIGN IS INTENDED FOR USE WHERE ENGINEERING INVESTIGATIONS OF ROADWAY CONDITIONS SHOW THE RECOMMENDED SPEED ON THE CURVE TO BE IN THE RANGE BETWEEN 30 AND 60 MILES PER HOUR.*	W13-3	"ADVISORY RAMP SPEED" - THIS SIGN IS TO BE POSTED TO INFORM MOTORISTS WHAT THE SUGGESTED SPEED LIMIT IS ON A RAMP.																																																																																																																																																														
W1-3()	"REVERSE TURN ARROW" - THIS SIGN IS INTENDED FOR USE WHERE TWO TURNS OR THE CURVE AND A TURN IN OPPOSITE DIRECTIONS ARE SEPARATED BY A TANGENT OF LESS THAN 600 FEET.*	W20-1	"ROAD/WORK/AHEAD" - THIS SIGN IS TO BE LOCATED IN ADVANCE OF THE INITIAL ACTIVITY OR DETOUR A DRIVER MAY ENCOUNTER, AND IS INTENDED TO BE USED AS A WARNING OF OBSTRUCTIONS OR RESTRICTIONS.																																																																																																																																																														
W1-4()	"REVERSE CURVE ARROW" - THIS SIGN IS INTENDED FOR USE WHERE TWO CURVES IN OPPOSITE DIRECTIONS ARE SEPARATED BY A TANGENT OF LESS THAN 600 FEET.*	W20-2	"DETOUR/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE POINT AT WHICH TRAFFIC IS DIVERTED OVER A TEMPORARY ROADWAY OR ROUTE.																																																																																																																																																														
W1-6()	"ARROW" - THIS SIGN SHOULD BE MOUNTED JUST BELOW THE ROAD CLOSED SIGN AT THE POINT WHERE THE DIVERSION HAS BEEN ESTABLISHED DUE TO THE LANE CLOSURE.	W20-3	"ROAD/CLOSED/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT AT WHICH A ROADWAY IS CLOSED TO ALL TRAFFIC OR TO ALL BUT LOCAL TRAFFIC.																																																																																																																																																														
W3-2	"YIELD AHEAD" - THIS SIGN IS INTENDED FOR USE AT THE APPROACH TO THE YIELD SIGN THAT IS NOT VISIBLE FOR A SUFFICIENT DISTANCE TO PERMIT THE DRIVER TO BRING HIS VEHICLE TO A STOP AT THE YIELD SIGN.*	W20-4	"ONE LANE/ROAD/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE TRAFFIC IN BOTH DIRECTIONS MUST USE A SINGLE LANE.																																																																																																																																																														
W3-4	"BE PREPARED TO STOP" - THIS SIGN TO BE PLACED IN ADVANCE OF A FLAGGER.	W20-5()	"XXX LANE/CLOSED/(DIST.)" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF A POINT WHERE ONE LANE OF A MULTIPLE-LANE ROADWAY IS CLOSED. IT SHOULD BE PROVIDED WITH INTERCHANGEABLE PLAQUES READING "RIGHT", "LEFT", AND "CENTER" AT NO ADDITIONAL COST TO THE PROJECT.																																																																																																																																																														
W4-2(X)	"LEFT (RIGHT) LANE TRANSITION SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE REDUCTION IN THE NUMBER OF TRAFFIC LANES IN THE DIRECTION OF TRAVEL ON THE MULTILANE HIGHWAY.*	W20-7	"FLAGGER SYMBOL" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF ANY POINT AT WHICH A FLAGGER HAS BEEN STATIONED TO CONTROL TRAFFIC THROUGH OR AROUND THE PROJECT.*																																																																																																																																																														
W4-50	"USE BOTH LANES DURING CONGESTION" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE "ROAD WORK X MILE" ADVANCED WARNING SIGN.	W20-52	"GROOVED/PAVEMENT/AHEAD" - THIS SIGN IS INTENDED TO BE USED IN ADVANCE OF A ROADWAY THAT HAS BEEN GROOVED AND/OR ROTO MILLED.																																																																																																																																																														
W4-51	"USE BOTH LANES TO MERGE POINT" - THIS SIGN IS INTENDED TO DIRECT MOTORISTS TO USE BOTH TRAVEL LANES UNTIL THE LANES ARE REDUCED TO ONE LANE.	W21-1a	"WORKER SYMBOL" - THIS SIGN IS INTENDED FOR USE IN CONJUNCTION WITH MINOR MAINTENANCE AND PUBLIC UTILITY OPERATIONS FOR THE PROTECTION OF MEN WORKING IN OR NEAR THE ROADWAY.																																																																																																																																																														
W4-52	"TAKE TURNS MERGE HERE" - THIS SIGN IS INTENDED TO WARN MOTORISTS IN ADVANCED TO MOVE FROM THE CLOSED TRAVEL LANE TO THE OPEN TRAVEL LANE, USUALLY 500 FEET IN ADVANCED OF THE START OF THE TRANSITION TAPER .																																																																																																																																																																
W5-1	"ROAD NARROWS" - THIS SIGN IS INTENDED FOR USE IN ADVANCE OF THE TRANSITION ON THE ROAD WHERE THE PAVEMENT WIDTH IS REDUCED ABRUPTLY TO A WIDTH SUCH THAT TWO CARS CANNOT PASS WITHOUT REDUCING SPEED.*																																																																																																																																																																
Computer File Information		Sheet Revisions		Colorado Department of Transportation		TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION		STANDARD PLAN NO.																																																																																																																																																									
Creation Date: 07/04/12		Date:	Comments		2829 W. Howard Pl. Denver, CO 80204 Phone: 303-757-9654 FAX: 303-757-9219	EB	Issued By: Traffic Safety & Engineering Branch July 31, 2019	S-630-1																																																																																																																																																									
Created By: Nakao	(R-2)	04/30/24	REVISED G20-11 LEGEND					Standard Sheet No. 26 of 26																																																																																																																																																									
Last Modification Date: 04/30/24	(R-1)	01/20/23	Replaced R52-6a(b) with R2-10(11) Updated W3-4 and R11-3																																																																																																																																																														
Last Modified By: NRIVERA								Project Sheet Number:																																																																																																																																																									
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+ CONDITION A: SPEED REDUCTION AND LANE CHANGING IN HEAVY TRAFFIC. TYPICAL SIGNS ARE "MERGE" AND "RIGHT LANE ENDS".

+ + CONDITION B: TYPICAL CONDITIONS ARE THE WARNING OF A POTENTIAL STOP SITUATION AND LOCATIONS WHERE THE ROAD USER MUST DECREASE SPEED TO MANEUVER THROUGH THE WARNED CONDITION. TYPICAL SIGNS ARE "STOP AHEAD", "SIGNAL AHEAD", "YIELD AHEAD", "CURVE", "REVERSE CURVE", "TURN".

● NO SUGGESTED DISTANCES ARE PROVIDED AT THESE SPEEDS, AS THE PLACEMENT IS DEPENDENT ON SITE CONDITIONS AND OTHER SIGNING.

A SUPPLEMENTAL PLAQUE MAY BE USED WITH WARNING SIGNS SPECIFYING THE DISTANCE TO THE CONDITION IF THERE IS AN IN-BETWEEN INTERSECTION THAT MIGHT CONFUSE THE MOTORIST.

* PLACEMENT SHOULD BE IN ACCORDANCE WITH WARNING SIGN PLACEMENT TABLE.

PROJECT MANUAL

TOWN OF PAONIA
STEWART DITCH CROSSING
OF PAN AMERICAN AVE

OCTOBER 2025

PREPARED BY:

SGM

118 W. 6TH STREET, SUITE 200
GLENWOOD SPRINGS, CO 81601

SECTION 00010

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SECTION 00200
INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below.

- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - BIDS RECEIVED

2.01 Refer to Advertisement for Bid for information on receipt of Bids.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

3.01 Complete sets of the Bidding Documents shall be used in preparing Bids; neither Buyer nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.02 Buyer and Engineer have made copies of Bidding Documents available on the above terms only for the purpose of obtaining Bids for furnishing Goods and Special Services and do not authorize or confer a license for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

4.01 To demonstrate Bidder's qualifications to furnish Goods and Special Services, within five days of Buyer's request Bidder shall submit written evidence, such as financial data, previous experience, present commitments, and such other data as may be called for below.

- A. Minimum of 5 years of experience with demonstrable projects of similar size, scope and complexity.
 - B. Additional qualification requirements listed in Section 00210 Contractor Qualifications shall apply when included herein.
- 4.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 5 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND POINT OF DESTINATION

- 5.01 Upon request Buyer will provide Bidder access to the Point of Destination and the site where Goods are to be installed or Special Services are to be provided so that Bidder may conduct such investigations, examinations, tests, and studies as Bidder deems necessary for submission of a Bid.
- 5.02 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda, and the related data identified in the Bidding Documents;
 - B. visit the Point of Destination and the site where the Goods are to be installed and Special Services are to be provided to become familiar with the local conditions if required by the Bidding Documents to do so, or if, in Bidder's judgment, any local condition may affect cost, progress, or the furnishing of Goods and Special Services;
 - C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, or the furnishing of the Goods and Special Services;
 - D. carefully study, consider, and correlate the information known to Bidder; information commonly known to sellers of similar goods doing business in the locality of the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; information and observations obtained from Bidder's visits, if any, to the Point of Destination and the site where the Goods are to be installed or where Special Services are to be provided; and any reports or drawings identified in the Bidding Documents regarding the Point of Destination and the site where the Goods will be installed or where Special Services will be provided; with respect to the effect of such information, observations, and documents on the cost, progress, and performance of Seller's obligations under the Contract Documents;
 - E. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution (if any) thereof by Engineer is acceptable to Bidder; and
 - F. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

- 5.03 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon furnishing Goods and Special Services required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions (if any) thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for furnishing Goods and Special Services.

ARTICLE 6 - PRE-BID CONFERENCE

A pre-bid conference will not be held.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only answers in the Addenda will be binding. Oral statements, interpretations, and clarifications may not be relied upon and will not be binding or legally effective.

Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Buyer or Engineer.

ARTICLE 8 - BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Buyer in an amount of (5%) five percent of Bidder's maximum total Bid price and in the form of a certified check, bank money order, or a Bid Bond (on form attached) issued by a surety meeting the requirements of Paragraph 5.01.B of the General Conditions.
- 8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Buyer may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders that Buyer believes to have a reasonable chance of receiving the award may be retained by Buyer until the earlier of 7 days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

- 8.03 Bid security of other Bidders that Buyer believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 See applicable provisions in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Any provisions for liquidated damages, such as those for Seller's failure to attain a Milestone, or to deliver the Goods or furnish Special Services within the Contract Times, are set forth in the Agreement.

ARTICLE 11 - "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of material and equipment specified or described in the Bidding Documents without consideration of possible "or-equal" items. Whenever it is specified or described in the Bidding Documents that an "or-equal" item of material or equipment may be furnished or used by Seller if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submittal of any such application by Seller and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 12.01 The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 6.06.

ARTICLE 13 - PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies of Bidding Documents may be obtained from the Issuing Office.
- 13.02 All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each item listed therein. In the case of optional alternates the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.

- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names must be typed or printed in ink below the signature.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Each Bidder shall list the postal address, e-mail address, and telephone number for communications regarding the Bid.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Prices

- A. For each unit price item on the Bid Form, Bidder shall enter the unit price Bid, and shall enter the computation of the respective quantity times the Bidder's unit price for that item. Bidder shall compute and enter in the space provided on the Bid Form, the total of the products of quantity and unit price Bid for each unit price item.
- B. For determination of the apparent low Bidder, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item.
- C. Discrepancies between the indicated result of the multiplication of the units of an item and the unit price for that item will be resolved in favor of the arithmetically correct result. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the arithmetically correct sum.

ARTICLE 15 - SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form and the Bid Bond form. The unbound copy of the Bid Form is to be completed and submitted with all the attachments outlined in Article 7 of the Bid Form.
- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid, and shall be enclosed in a plainly marked envelope with the Project title and the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED". A mailed Bid shall be addressed to Owner at address listed in Advertisement for Bid.

ARTICLE 16 - MODIFICATION OR WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If, within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Buyer and promptly thereafter demonstrates to the reasonable satisfaction of Buyer that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Goods and Special Services are rebid, that Bidder will be disqualified from further bidding on the Goods and Special Services.

ARTICLE 17 - OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the Base Bids and Alternate Bids, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Buyer may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Buyer reserves the right to reject any and all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Buyer further reserves the right to reject the Bid of any Bidder that Buyer finds, after reasonable inquiry and evaluation, to be non-responsive. Buyer may also reject the Bid of any Bidder if Buyer believes that it would not be in the best interest of the Project to make an award to that Bidder. Buyer also reserves the right to waive all informalities not involving price, time, or changes in the Goods and Special Services, and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Goods and Special Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Goods and Special Services shall be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Buyer will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or as may be requested by Buyer prior to a Notice of Award. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but Owner may accept them in any order or combination.

- 19.04 Buyer may conduct such investigations as Buyer deems necessary to establish the responsibility, qualifications, and financial ability of Bidder.
- 19.05 Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 19.06 Where indicated, operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- 19.07 If the Contract is to be awarded, Buyer will award the Contract to the Bidder whose Bid is in the best interest of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

- 20.01 Article 4 of the General Conditions and Article 4 of the Supplementary Conditions set forth Buyer's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Buyer, it must be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

- 21.01 When Buyer issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents that are to be identified in the Agreement and attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Buyer. Within 10 days thereafter, Buyer shall deliver one fully signed counterpart to Successful Bidder with a complete set of Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

- 22.01 Buyer is exempt from Colorado state sales and use taxes on materials and equipment to be incorporated in the Project (Exemption No. _____). Said taxes shall not be included in the Bid. Refer to Paragraph 5.05 of the Supplementary Conditions for additional information.

ARTICLE 23 - RETAINAGE

- 23.01 Provisions concerning Seller's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

- 24.01 This project does not include any contracts that will be assigned to the general contractor.

ARTICLE 25 - PROJECT FUNDING REQUIREMENTS

None

ARTICLE 26 - WAGE RATE DETERMINATION

26.01 The prevailing wage rates of the State of Colorado do not apply to this contract as do any requirements of the State of Colorado associated with the use of these State Prevailing wages.

26.02 The prevailing wage rates of the Department of Labor do not apply to this project.

ARTICLE 27 - PERMITS AND FEES

Refer to Section 01000 General Provisions for permit requirements.

ARTICLE 28 - . BASIS OF DESIGN

It is understood that the project documents were necessarily prepared using specific pieces of equipment and manufacturer. The major equipment used as the basis of design is stated in the technical specifications. In cases where the specifications allow for substitution with an "equal" product, such evaluation will not be considered until after Bid Award. On a case by case basis, and in his sole discretion, the Engineer may allow substitution of materials and/or equipment after bid award as part of a value engineering effort. If any product other than the basis of design is used, the Contractor shall be responsible for all modifications required for incorporation into the work.

ARTICLE 29 - BASIS OF BID

When Section 00450 Major Equipment and Manufacturer Listing – Basis of Bid is included in the project documents, the Contractor is required to complete and submit the form listing all identified major equipment and manufactures. This list shall be considered as the basis of bid.

END OF SECTION

SECTION 00410

BID FORM

Project Identification: Town of Paonia – Stewart Ditch Crossing

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Paonia
214 Grand Avenue
Paonia, CO 81428

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 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>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- 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: (1) 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," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. 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.
- F. Based on the information and observations referred to in Paragraph 3.01.E 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.
- G. 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.
- H. 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.

- I. 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.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 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 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents and Section 01025 Measurement and Payment for the following price(s):

Bid Item # 1 – Mobilization

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 2 – Traffic Control

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 3 – Construction Survey

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 4 – Removals

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 5 – 72" Pipe (Installation only)

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 6 – Aqua Blok

Estimated Quantity: 4 each
Unit Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 7 – CDOT Type "S" Headwall

Estimated Quantity: 2 Each
Unit Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 8 – Location and Protection of Existing Utilities

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 9 – Asphalt Replacement

Lump Sum Price: _____
_____ (\$ _____)
(written) (total price)

Bid Item # 10 – Revegetation and Restoration

Lump Sum Price: _____
_____ (\$ _____)
(written) (total price)

Total of All Bid Items

(written)

(numerals)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. Section 00421 Proposed Contractor Field Staff;
 - C. List of Proposed Subcontractors (00425 Subcontractor Listing);
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in State of Colorado is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

SECTION 00421

PROPOSED CONTRACTOR FIELD STAFF

The following information is submitted giving the names of the key personnel proposed by the Contractor for use on this project. Also provide qualifications and resume for each person along with the number of years with Contractor's organization.

<u>Name</u>	<u>Position</u>
_____	Principal-in-Charge
_____	Project Manager
_____	Project Superintendent
_____	Project Forman

By: _____

Name: _____

Title: _____

Date: _____

END OF SECTION

SUBCONTRACTOR LISTING

Amount of
Subcontract

Portion of
Work

[illegible]

[illegible][illegible][illegible]

END OF SECTION

SECTION 00430

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

**Town of Paonia
214 Grand Avenue
Paonia, Colorado 81428**

BID

Bid Due Date:

Description (*Project Name and Include Location*):

Town of Paonia Pan American Culvert for Stewart Ditch, Paonia, Colorado

BOND

Bond Number:

Date (*Not earlier than Bid due date*):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00510
NOTICE OF AWARD

Date: _____

Project: **Town of Paonia - Stewart Ditch Crossing**

Owner: Town of Paonia

Owner's Contract No.:

Contract:

Engineer's Project No.:

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner four (4) executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Town of Paonia

Owner

By: _____

Authorized Signature

Title

Copy to Engineer

SECTION 00520

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Paonia ("Owner") and
____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project consists of 72" HDPE (PE100) pipe crossing of Pan American Avenue, including utility locates and protection, removals, excavation, pipe placement, backfill, asphalt roadway replacement and revegetation.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Town of Paonia Stewart Ditch Crossing of Pan American Avenue

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by SGM (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed by XXXX XX, 2025, after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by XXXX XX, 2026, after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$2,000 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1,000 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. In accordance with Section 00410, Bid Form, attached hereto, in the amount of _____.

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

- a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- C. Per Colorado Revised Statute 24-91-103, the contractor may elect to substitute securities in lieu of retainage. Securities must be in a form acceptable to Owner.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.
- B. Lien waivers shall be submitted by prime Contractors and all second tier Subcontractors prior to issuance of final payment.
- C. Any Liquidated Damages payable by Contractor may, at Owner's election be deducted from any amounts owed to Contractor. In the event no funds are due Contractor at a time when Contractor becomes liable to Owner for Liquidated Damages, then Contractor agrees to pay all accrued Liquidated Damages to Owner on the first (1st) day and on the fifteenth (15th) day of each month when Contractor is liable to Owner for Liquidated Damages, Permitting Contractor to continue and finish the Work or any part thereof after the deadline for completion of the Work shall not act as a waiver of these Liquidated Damages provisions
- D. The aggregate liability of Contractor to pay Liquidated Damages pursuant to this section shall not exceed an amount equal to fifty percent (50%) of the Contract Price. This Section shall not be construed to limit Contractor's other obligations or liabilities arising under or in connection with this Contract
- E. In the event that this section conflicts with any other provisions regarding liquidated damages within the Contract Documents, this section shall control.

ARTICLE 6 – INTEREST

- 6.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 1 percent per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

- B. Contractor 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. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) 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), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract 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 Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-7, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
 - 3. Payment bond (pages 00615-1 to 00615-3, inclusive).
 - 4. Other bonds (pages N/A to N/A, inclusive).

5. General Conditions (pages 00700-1 to 00700-68, inclusive).
 6. Supplementary Conditions (pages 00800-1 to 00800-12, inclusive).
 7. Specifications as listed in the table of contents of the Project Manual.
 8. Drawings bearing the following general title:
Town of Paonia Stewart Ditch Crossing
 9. Addenda (numbers ____ to ____, inclusive).
 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages __ to __, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. List of other required documents:
 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages __ to __, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to

an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

9.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

NOTES TO USER

See IB-21, Signing of Agreement

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

Town of Paonia

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

Town of Paonia

214 Grand Avenue

Paonia, CO 81428

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR

By: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service of process:

SECTION 00550
NOTICE TO PROCEED

Date: _____

Project: **Town of Paonia – Stewart Ditch Crossing**

Owner: Town of Paonia

Owner's Contract No.:

Contract:

Engineer's Project No.:

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Town of Paonia

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

End of Section

EJCDC C-550 Notice to Proceed
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
00550-1

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*): SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Town of Paonia
214 Grand Avenue
Paonia, Colorado 81428

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the

Contract, Surety is obligated without duplication for:

- 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
- 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

- 11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

END OF SECTION

SECTION 00615
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Town of Paonia
214 Grand Avenue, Paonia, Colorado 81428

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. Definitions
- 15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other)*:

Contractor's Application for Payment No. _____

Application Period:		Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE..... \$ _____
Number	Additions	Deductions	2. Net change by Change Orders..... \$ _____
			3. Current Contract Price (Line 1 ± 2)..... \$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ _____
			5. RETAINAGE:
			a. X _____ Work Completed..... \$ _____
			b. X _____ Stored Material..... \$ _____
			c. Total Retainage (Line 5a + Line 5b)..... \$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ _____
			8. AMOUNT DUE THIS APPLICATION..... \$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ _____
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:

Date:

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

[illegible]

Progress Estimate - Unit Price Work

Contractor's Application

[illegible]

Stored Material Summary

Contractor's Application

[illegible]

SECTION 00625
CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: **Town of Paonia 3rd Street Improvements**

Owner: Town of Paonia

Owner's Contract No.:

Contract:

Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

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CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

- 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
- 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

- 1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
- 2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefore as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the 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 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and “Or Equals”*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
1. *“Or Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and

- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

6.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

- C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 6. any inspection, test, or approval by others; or
 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefore as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefore as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefore as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay

applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

- a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
- b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefore as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefore as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefore as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective Work; or
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefore as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or

- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
 - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTAL GENERAL CONDITIONS

MODIFICATIONS TO GENERAL CONDITIONS

These Supplementary General Conditions amend or supplement Section 00700, the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary General Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary General Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 – COPIES OF DOCUMENTS

SC-2.02 - Add the following language at the end of the last sentence of Paragraph 2.02.A. Reproduction costs are as follows:

<u>Complete Set</u>	<u>Cost</u>
Project Drawings with Project Manual (Half Size – 12" x 18")	\$75
Project Drawings with Project Manual (Full Size – 24" x 36")	\$125

SC-4.02 – SUBSURFACE AND PHYSICAL CONDITIONS

SC-4.02 – Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
 - 1. Report dated November 13, 2013, prepared by Ground Engineering Consultants, Inc., Grand Junction, Colorado, entitled: "Subsurface Exploration Program Geotechnical Recommendations 3rd Street Water Distribution Infrastructure Replacement And Street Reconstruction Paonia, Colorado", consisting of 47 pages.
- D. The reports and drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified

by Owner and Engineer.

SC-4.06 – HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-4.06 – Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

1. No reports of drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
2. Not Used.

SC-5.04 – CONTRACTOR'S LIABILITY INSURANCE

SC-5.04 – Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoreman's): Statutory
 - c. Employer's Liability \$1,000,000 each person
 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor
 - a. General Aggregate: \$2,000,000
 - b. Products – Completed Operations Aggregate: \$2,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage: \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability
 - General Aggregate \$5,000,000
 - Each Occurrence \$5,000,000
 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:

- | | | |
|----|---------------------------|-------------|
| | Each Person | \$1,000,000 |
| | Each Accident | \$2,000,000 |
| b. | Property Damage: | |
| | Each Accident | \$1,000,000 |
| c. | Combined Single Limit of: | \$1,000,000 |
4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- | | | |
|----|------------------|-------------|
| a. | Bodily Injury: | |
| | Each Person | \$2,000,000 |
| | Each Accident | \$2,000,000 |
| b. | Property Damage: | |
| | Each Accident | \$2,000,000 |
| | Annual Aggregate | \$2,000,000 |

SC-5.05 – OWNER’S LIABILITY INSURANCE

SC-5.05 – Delete Paragraph 5.05.A in its entirety and insert the following in its place:

- A. In addition to the insurance required to be provided by the Contractor under Paragraph 5.04, Contractor shall purchase and maintain Owner’s liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents. The policy shall not be less than \$1,000,000. Contractor may purchase Owner’s liability insurance as a separate policy or include under Contractor’s own liability insurance policy.

SC-5.06 – PROPERTY INSURANCE

SC-5.06 – Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. The insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, Engineer and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or loss payee;
 2. be written on a Builder’s Risk “all risk” policy from that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft,

vandalism, and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.

SC-6.06 – CONCERNING SUBCONTRACTORS, SUPPLIERS, AND OTHERS

SC-6.06 Add new paragraph immediately after Paragraph 6.06.B:

1. When required in the Contract Documents the Contractor shall identify with bid all Subcontractors, Suppliers, or other individual or entities listed in specification sections 00425 Subcontractor Listing and 00450 Product Manufacturer List, for review and acceptance by Owner. Owner reserves the right to request additional information for any Subcontractors, Suppliers, or other individual or entities listed after submission of bid and prior to bid award that Owner deems necessary, such as an experience statement with pertinent information regarding similar projects and other evidence of qualification.
2. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.
 - i. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest responsible Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner and Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
 - ii. Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

SC-6.06H and SC-6.06I - Add the following new paragraphs immediately after Paragraph 6.06.G:

- B. The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.

- C. Owner may furnish to any Subcontractor of Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-6.10 – TAXES

SC-6.10 – Add a new paragraph immediately after Paragraph 6.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Colorado and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner 's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-6.17 – SHOP DRAWINGS AND SAMPLES

SC-6.17 – Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a change of a previously approved item, Contractor shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of Contractor.

SC-9.03 – PROJECT REPRESENTATIVE

SC-9.03 – Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 - 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared

by Contractor and consult with Engineer concerning acceptability

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meeting, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed to transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawing and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications on Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress and assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or

approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

8. *Inspections, Tests, and System Startups:*

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and system start-ups.

9. *Records:*

- a. Record names, addresses, fax numbers, email addresses, website locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of material and equipment.
- b. Maintain records for use in preparing Project documentation.

10. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in

accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. *Completion:*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth on the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing of Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-12.03 – DELAYS

SC-12.03.C—Add the following new paragraphs immediately after paragraph 12.03.C:

1. The Contractor expressly agrees that the Contract Price is based on completion of the Work within the times specified in the Agreement and under weather conditions typically encountered during the contemplated construction period at the site of the Work.

2. For purposes of evaluating requests for extensions of time due to abnormal or unusually severe weather conditions, the following conditions, and no others, will be considered abnormal:
 - a. Precipitation exceeding the historical mean for the months of the construction period by more than two standard deviations
 - b. For winter construction, average temperature less than the historical mean for the months of the construction period by more than two standard deviations
 - c. For winter construction, number of days below freezing exceeding the historical mean for the months of the construction period by more than two standard deviations
 - d. Exceeding the historical mean by more than two standard deviations is: the occurrence of a precipitation event; or period of average temperature or days below freezing for winter construction that is calculated to be above, below or greater than the historical mean by more than plus or minus 47.5 percent of a normal frequency distribution curve or conditions outside a total range of 95.0 percent of the historical mean
 - e. Isolated abnormal weather occurrences of a severely destructive nature, which in fact, cause such destruction at the site of the Work
3. For the purpose of determining mean conditions, all available data contained in the records of the National Weather Service for reporting from Boulder, Colorado, as well as data available from the State Climatologist for the same areas.
4. The Contractor further agrees that should a request for time extension due to abnormal weather conditions, the Contractor shall submit all necessary historical and detailed daily data during the construction period to support the claim."

SC-14.04 – SUBSTANTIAL COMPLETION

SC-14.04.F – Add the following new paragraph immediately after paragraph 14.04.E:

- A. Substantial completion for this Project shall include completion and acceptance of all Contract Work with the following exceptions:
 1. Contract Closeout per Section 01700
 2. Finish Grading and Restoration per Section 02700
 3. Revegetation and Erosion Control per Section 02821

SC-ARTICLE 17 - MISCELLANEOUS

SC-17.05.A – Delete paragraph 17.05.A in its entirety and insert the following in its place:

- A. This Contract is to be governed by the law of the state and county in which the Project is located.

SC-17 – Add the following sections after paragraph 17.06:

17.07 Arbitration

- A. Anything in the General Conditions of the Contract Documents notwithstanding the choice to submit any dispute to binding arbitration shall be solely that of the Owner and no other party to this Contract shall have the right to submit any controversy to binding arbitration.

17.08 Waiver

- A. It is expressly understood and agreed that any waiver granted by the Engineer or Owner of any term, provision or covenant of this Contract shall not constitute a precedent or breach of the same or any other terms, provisions or covenants of this Contract. Neither the acceptance of the Work by the Owner nor the payment of all or part of the sum due the Contractor hereunder, shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or otherwise.

17.09 Severability

- A. Any provision or part of the Contract Documents held to void or unenforceable under and Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SC-ARTICLE 18 PROJECT CONSIDERATIONS

SC-18 – Add the following ARTICLE 18

ARTICLE 18 – PROJECT CONSIDERATIONS

18.01 WORK BY ILLEGAL ALIENS PROHIBITED – STATE REQUIREMENT

Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., as amended, Contractor warrants, represents, acknowledges, agrees and certifies that:

- A. Contractor does not knowingly employ or contract with an illegal alien who will perform work under this agreement. Contractor shall not knowingly enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

- B. Contractor will participate in the electronic employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, and jointly administered by the Department of Homeland Security and the Social Security Administration, or its successor program (hereinafter, "E-Verify Program") or will participate in the "Department Program" as established in §8-17.5-102(5)(c), C.R.S., as amended, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in the E-Verify Program or the Department Program.
- D. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - 1. notify the subcontractor and the Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- F. If Contractor participates in the Department Program, Contractor shall provide a notarized written affirmation to Owner that Contractor has, as required by the Department Program, examined the legal work status of employees hired to perform work under this Agreement and shall comply with all other requirements of the Department Program. (A sample contract affirmation may be obtained at:
<http://www.coworkforce.com/lab/pcs/default.asp>)
- G. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department")

made in the course of an investigation that the Department is undertaking pursuant to its legal authority.

- H. Nothing in this Addendum shall be construed as requiring Contractor to violate any terms of participation in the E-Verify Program.
- I. If Contractor violates this clause, the Owner may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Owner arising out of said violation.

18.02 WARRANTY AND WARRANTY INSPECTION

All materials and workmanship shall be warranted for a minimum of two (2) year from Substantial Completion, except as extended by standard manufacturer warranty and/or by required extension stated in the technical specifications. At the Owner's discretion, a warranty inspection will be held during the sixty (60) calendar days prior to the expiration of the warranty period. Contractor agrees to provide an authorized representative at such inspection to represent Contractor's interests. All defects identified during the inspection shall be corrected at Contractor's expense at direction of Owner in a timely manner. Corrective work shall be commenced within ten (10) calendar days after written notice to Contractor.

END OF SECTION

No.

Project: Town of Paonia Stewart Ditch Crossing	Owner: Town of Paonia	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

[illegible]

☐ Non-agreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Contract Price \$ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Received for Contractor by:	Date
Received by Funding Agency (if applicable):	Date:

SECTION 00941
CHANGE ORDER

No. _____

Date of Issuance: _____ Effective Date: _____

Project: Town of Paonia Stewart Ditch Crossing	Owner: Town of Paonia	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____
---	---	---

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

SECTION 00410

BID FORM

Project Identification: Town of Paonia – Stewart Ditch Crossing

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Town of Paonia
214 Grand Avenue
Paonia, CO 81428

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 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.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 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>Addendum Date</u>
_____	_____
_____	_____
_____	_____

- 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: (1) 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," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. 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.
- F. Based on the information and observations referred to in Paragraph 3.01.E 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.
- G. 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.
- H. 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.

- I. 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.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 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 4.01.D:
 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing 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.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents and Section 01025 Measurement and Payment for the following price(s):

Bid Item # 1 – Mobilization

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 2 – Traffic Control

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 3 – Construction Survey

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 4 – Removals

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 5 – 72” Culvert (HDPE, PE 100; Install only)

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 6 – Aqua Blok

Estimated Quantity: 4 each

Unit Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 7 – CDOT Type “S” Headwall

Estimated Quantity: 2 Each

Unit Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 8 – Location and Protection of Existing Utilities

Lump Sum Price: _____
_____ (written) (\$ _____)
(total price)

Bid Item # 9 – Asphalt Replacement

Lump Sum Price: _____
_____ (\$ _____)
(written) (total price)

Bid Item # 10 – Revegetation and Restoration

Lump Sum Price: _____
_____ (\$ _____)
(written) (total price)

Total of All Bid Items

(written)

(numerals)

ARTICLE 6 – ME OF COMPLETION

- 6.01 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.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. Section 00421 Proposed Contractor Field Staff;
 - C. List of Proposed Subcontractors (00425 Subcontractor Listing);
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Contractor's License No.: _____ or Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in State of Colorado is ____ / ____ / ____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____(SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____(SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____.

SECTION 01000

GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. The Contractor shall be responsible for compliance with all items specified herein. This Section is in addition to items in the General Conditions.
- B. Work to be done under this Contract consists of furnishing all labor, materials, equipment and incidental items and performing all operations necessary to complete the Work in accordance with the Drawings and Specifications.
- C. The Bidder is required to examine carefully the site of the proposed Work, the Drawings and Specifications. He shall satisfy himself as to the character, quality and quantities of work to be performed, materials to be furnished and the requirements of these Specifications. The submission of a Bid Proposal shall be evidence that the Bidder has made such an examination.

1.02 PARTNERING

- A. The Contractor, Engineer and Owner shall agree to a partnering process during the construction of the project to:
 - o Improve the working environment;
 - o Reduce and rapidly resolve disputes;
 - o Produce a high quality product; and
 - o Eliminate or reduce delays.
- B. These goals can be obtained by mutually agreeing to a cooperative strategy of commitment and honest communication. By creating trust and working as a team, all parties will benefit in producing high quality which will result in successful completion of the work.
- C. Problem solving will be created by a working relationship where understanding, trust and mutual cooperation are prime concerns.
- D. However, partnering does not include relaxing or waving the requirements of the contract documents.
- E. If there is an error or oversight, or a change is suggested by the contractor that will produce a product equal to or better than that specified or shown, the parties will work together to determine the best approach while maintaining quality in the construction.
- F. Any changes to the project affecting project time or contract price require Agency concurrence and will be implemented by Change Order so approved.

- G. All parties shall be committed to maintaining a positive attitude towards partnering and timely decision making.

1.03 VALUE ENGINEERING

- A. Prior to issuing Notice to Proceed, a one-day value engineering and value construction Workshop will be conducted by Engineer with Owner and Contractor prior to start of construction. The intent of the Workshop will be to evaluate alternative equipment or designs identified and proposed by Contractor from those provided in the Contract Documents that may reduce the cost of the Project and still maintain the as-bid design intent. The number of value engineering items to be evaluated and reviewed by Engineer will be limited to a maximum of 20.
- B. Contractor must submit in writing to Engineer, and for review by Owner, value engineering proposals for modifying plans, specifications, or other requirements of this Contract for the sole purpose of reducing total cost of construction. The cost reduction proposals shall not impair in any manner the essential functions or characteristics of the project, including, but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design and safety standards. The attached Exhibit (at the end of this specification section) is to be utilized for documentation and submission of the proposed modifications and is to be completed by the contractor prior to the workshop.
- C. Owner has the authority to accept or reject cost reductions proposed by Contractor.
- D. Value Engineering Cost Reduction Proposals (VECP) shall contain the following information:
 - 1. A description of both existing Contract requirements for performing Work and proposed changes.
 - 2. An itemization of Contract requirements that must be changed if proposal is adopted.
 - 3. A detailed estimate of the cost of performing the Work under the existing Contract and under the proposed change.
 - 4. A statement of time within which Owner must make a decision thereon, if applicable.
 - 5. Contract items of Work affected by proposed changes, including any quantity variation attributable thereto.
- E. Four (4) copies of the VECP shall be submitted to Engineer who will retain three copies and send one for approval to Owner. If approved, two copies will be stamped and approved by both Owner and Engineer. Engineer will return one approved copy to Contractor. If not approved, Engineer and Owner will retain one copy for their files and return a rejected copy to Contractor.

- F. Contractor shall continue to perform Work in accordance with requirements of the Contract until an executed field directive or change order, incorporating a cost reduction proposal has been issued.

1.04 DRAWING ACCURACY AND EXISTING UTILITIES

- A. Every effort has been made to identify and verify all existing facilities and utilities. However, some of this information may have been taken from old drawings and utility company maps pertinent to the site.
- B. As such, information relating to locations, sizes, or elevation of existing facilities should be considered only approximate. It shall be the responsibility of the Contractor to contact the appropriate representatives of utility companies, or utility locate companies, a minimum of 48 hours prior to the commencement of Work which might affect utility installations and to secure from such representatives information as to accurate location, size and type of such installations. The Contractor shall assume all responsibility for protection, repair and relocation of all such items encountered. Should repair or replacement be required, work shall be performed according to the requirements of the respective utility company.

1.05 ABBREVIATIONS

- A. Wherever the following abbreviations are used in these Specifications or on the Drawings, they shall be construed the same as the respective expressions represented:

AASHO or	
AASHTO	American Association of State Highway Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute, Inc.
ASTM	American Society for Testing & Materials
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health & Environment
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard, U.S. Department of Commerce
FED. SPEC.	Federal Specification
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
OSHA	Occupational Safety and Health Act (Federal and/or State)
SSPC	Steel Structures Painting Council
UBC	Uniform Building Code
UL	Underwriters Laboratories, Inc.

1.06 STANDARD SPECIFICATION REFERENCE.

- A. Where reference is made in these Specifications to other Standard Specifications, it is the intent that the latest available revisions of the Specification referenced be used. All portions of the Standard Specification

referenced shall be considered a part of these Specifications unless specifically superseded herein.

1.07 CONSTRUCTION STAKING.

- A. The Engineer on behalf of the Owner will provide one time control survey at the project site. Control survey will consist of three (3) control points for horizontal and vertical control as shown on Contract Drawings.
- B. Any re-staking of control points will be done at request of Contractor on a time and materials basis.
- C. The contractor may self perform or subcontract construction layout work, provided that contractor satisfactorily proves to the Engineer that their designated layout person has the proper training and experience.
- D. The Contractor shall be responsible for paying their surveyor directly.
- E. The Contractor shall be responsible for coordinating all survey efforts.

1.08 PERMITS AND EASEMENTS.

- A. The Contractor will be required to get a building permit from Delta County. The Contractor will be responsible for coordinating inspections and meeting permit requirements.
- B. The Contractor shall obtain an Electrical Permit from the State of Colorado if required. The Contractor will be responsible for coordinating inspections and meeting permit.
- C. Contractor shall obtain a Colorado Department of Public Health and Environment (CDPHE) Stormwater Discharge permit and a Construction Dewatering permit.
- D. Contractor will be fully responsible for implementing, maintaining, and meeting all requirements of all permits related to the project.
- E. The Owner shall provide permanent construction and maintenance easements, where required. Maps of these easements will be included on the Construction Drawings.
- F. The Contractor shall be responsible for securing any and all access rights he may require for construction convenience with private individuals and landowners. The Contractor shall provide the Engineer evidence of agreements, in writing, for such access rights. All other permits required should be secured prior to commencement of Work at the Contractor's own expense.
- G. The successful Contractor will be required to obtain a local Contractor's license for construction operations. Proof of insurance shall be required.
- I. The successful Contractor will be required to obtain any and all permits necessary for this project.

1.09 SUBSTITUTION OF MATERIALS.

- A. At no time shall materials be substituted for those shown on the Drawings or called for in the Specifications, unless written approval is obtained from the Engineer in writing prior to construction (see Article 6, General Conditions). Any deviation from the Drawings and Specifications shall be accompanied by a written directive of the Engineer or his representative.

1.10 CONTROLLED AREA OF WORK.

- A. The Contractor shall confine all the construction work, storage of materials and all related activities to the public roadways, utility easements, or construction areas designated by the Engineer. Access and egress to the work area shall be minimized to specific points.

1.11 TEMPORARY FACILITIES.

- A. The Contractor, at his expense, shall provide all necessary temporary facilities for his own convenience or to meet local, state or federal requirements, including, but not limited to, potable water, sanitary waste facilities, power, telephone, internet, etc.

1.12 CLEAN-UP.

- A. The Contractor will be responsible for cleaning the job site during and after construction. A continuing effort shall be made through the duration of the contract to keep all areas clean and free of all rubbish, removed vegetation, construction waste, employee waste, and other objectionable materials generated from the project. All materials as part of this work shall be disposed off site in an acceptable manner. Final clean-up must be approved and accepted by the Owner before the contract may be considered complete.

1.13 SUBMITTALS

- A. The Contractor shall submit a minimum of five (5) sets of submittal data, as defined in Section 01340 Shop Drawings. Submittals shall be required on all materials having quality or dimension requirements as well as on all mechanical equipment or as called for in the Specifications. At a minimum, the Engineer will retain two (2) sets plus an additional one (1) set for the Owner.

1.14 JOB SITE RESTRICTIONS

- A. Salvage. The contractor shall remove and provide the materials listed below to the Owner. All other materials to be removed or demolished at the project site shall be disposed of by the Contractor at an approved off premises disposal site.
- B. Staging Area. Owner's is property available for Contractor staging or storage area. The Contractor will be responsible for locating, securing and paying for any additional offsite area needed.
- C. Disposal Area. The Owner's property is not available as a disposal site. All materials shall be disposed of off-site at approved disposal sites.
- D. Working Hours. Work will normally be permitted after 7:00am until 5:00pm, Monday thru Friday. Other work hours must be approved by Engineer in writing. Work may be permitted on Saturday and Sunday with Owner approval. If approved by Owner, written notice must be provided a minimum of 48 hours prior to this work that outlines all work items that will be performed. The Contractor will be responsible for paying overtime rates (1.5 x the standard hourly rate) for Owner, Owner's Representative and Engineer for work necessitated by construction activities outside the permitted work hours.
- E. Smoking. No smoking with any publicly owned facility.
- F. Alcohol. Alcohol is not permitted on site.

1.15 SAFETY REQUIREMENTS

- A. Nothing in the Contract Documents shall be construed as relieving the Contractor from protecting all property and persons or from strictly adhering to all applicable local, state and federal safety requirements. Where there is a conflict between the Contract Documents and any applicable safety requirement, the safety requirement shall take precedence.

1.16 LAWS AND ORDINANCES

- A. The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the contract or Work, and shall indemnify and save harmless the Owner and the Owner's agents against any claim arising from the violations of any such laws, ordinances and regulations, whether by the Contractor or his employees.
- B. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations, and without notice to the Engineer, he shall bear all costs arising therefrom.

1.17 PROTECTION OF PUBLIC UTILITIES AND OTHER ADJOINING PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to other property at the site or adjacent thereto, and he shall be liable for any and all claims for such damage on account of his failure to fully provide such protection. The Contractor shall notify all public utility companies at least forty-eight (48) hours prior to commencement of any Work in the vicinity of the utilities. No Work shall commence until the utilities have been located and staked by the utility company or written consent to proceed has been given by the Engineer. If utility service must be interrupted, the Contractor shall notify the head of local administrative services (i.e., City Manager, Mayor, City Clerk), as applicable, and utility users affected by the interruption of service at least twenty-four (24) hours prior to interruption. Notice shall consist of publication in a local newspaper and/or announcement on local radio or television stations as determined by the Engineer.

1.18 PROJECT PHOTOGRAPHS/VIDEOS

- A. It is the Contractor's responsibility to take a sufficient number of pre-construction photographs/videos to resolve any disputes, which may arise regarding the conditions prior to and subsequent to construction. The Contractor shall provide copies of the pre-construction photographs/videos to the Engineer prior to the start of work. Any potential problems should be identified at that time.
- B. Progress and record photographs/videos shall be provided by the Contractor as appropriate to resolve any disputes and to completely document the work performed as a supplement to the Record Drawings. In general, the photographs/videos should be sufficient to show that all work was properly completed in accordance with the plans and specifications.

1.19 DAMAGE TO CONSTRUCTION

- A. The Contractor shall safeguard, until all work embraced by this Contract is formally accepted, all construction, both complete and incomplete, against damage and destruction, and should damage result, he will be required to reconstruct or repair it at his expense in a manner conforming to the Plans and Specifications, reconstruction shall be in a manner suitable to the Engineer.

EXHIBIT
VALUE ENGINEERING AND VALUE CONSTRUCTION FORM

[Project Name]	AREA		
[Project Code]	IDEA NO.		
	ITEM		
<u>Original Concept:</u>			
<u>Proposed Concept:</u>			
<u>Advantages:</u> Reduced capital costs.			
<u>Risks/Disadvantages:</u>			
<u>Notes:</u>			
	Cost Summary		
	Alternative 1	Alternative 2	Alternative 3
Initial Costs – Original			
Initial Costs – Proposed			
Initial Savings			
Net Annual Costs – Original			
Net Annual Costs – Proposed			
Annual O & M Savings			
Total Annual Savings			
Present Worth - Savings (P/A, 7%, 20 yr)			

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. The work is generally described as follows

72" HDPE (PE100) pipe crossing of Pan American Avenue, including utility locates and protection, removals, excavation, pipe placement, backfill, asphalt roadway replacement, and revegetation.

1.02 CONTRACTOR'S RESPONSIBILITIES

In addition to all the requirements of the Standard General Conditions and other Contract Documents:

- A. Supervision:

1. The Contractor will supervise and direct the Work. He will be solely responsible for the means and methods, techniques, and procedures of construction.
2. The Contractor will employ and maintain on the Work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor and the Contractor's representative at the site.
3. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor.
4. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.
5. The supervisor shall not be changed except with the consent of the Engineer, unless the supervisor has proven to be unsatisfactory to the Contractor and ceases to be in his employ.

- B. Subcontracting:

1. The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which under normal contracting practices are performed by specialty Subcontractors.
2. The Contractor shall not award work to Subcontractor(s) in excess of fifty (50%) percent of the Contract Price without prior written approval of the Owner.

3. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and or persons either directly or indirectly employed by them, as he is for the acts of persons directly employed by him.
4. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the Work to bind Subcontractors to the Contractor insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
5. Nothing contained in this Contract shall create any contractual relations between any Subcontractor and the Owner.

C. Safety and Protection

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a) All employees on the Work and other persons who may be affected thereby;
 - b) All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - c) Other property at the site or adjacent thereto, including, but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.
2. Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

D. Contractor's Use of Premises

1. Owner controls all lands upon which the Work is to take place. The Contractor shall not enter upon private property for any purpose without first obtaining written permission. A copy of the document giving Contractor permission to enter private property along with all terms of this agreement shall be transmitted to the Owner prior to entering property. Contractor shall be responsible for the preservation of all public and private property, trees, fences, monuments, underground structures, etc., on and adjacent to the site and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully from disturbance or damage, all land monuments and property corners until an authorized agent has witnessed or otherwise referenced their location, and shall not remove them until directed. He shall be responsible for all

damage or injury to property of any character resulting from any act, omission, neglect or misconduct in his or any Subcontractor's manner, or method or executing said Work, due to this or any Subcontractor's non-execution of said Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Work shall have been completed and warranty period expired.

2. The Contractor shall be responsible for all utilities required for construction at no cost to the Owner.
3. Necessary sanitary conveniences for the use of project personnel shall be properly secluded from public observation and shall be erected and maintained by the Contractor at such points acceptable to the Engineer.

1.03 OWNER COORDINATION AND NOTIFICATION

- A. The Contractor shall coordinate his efforts with the Owner so as to minimize disruption of existing service and inconvenience to other adjacent contractors and adjacent property owners.
 1. Set forth proposed work sequence and schedule in accordance with Section 01310 - Construction Schedules.
- B. Contractor shall notify Owner a minimum of 72 hours in advance of any efforts needing coordination and/or special inspection by Owner or their representative. Such efforts include but are not limited to:
 1. Utility tie-ins.
 2. Utility relocations.
 3. Service/Access interruptions.

1.04 SEQUENCE OF WORK

- A. Construction Sequencing: Work efforts, commissioning and decommission of the Work herein described will include a critical sequence of work. Contractor shall take into account this sequence when preparing bid and the successful Bidder shall include this sequence in the construction schedule. Coordination of Work necessary to meet the construction sequence as discussed below is the responsibility of the Contractor. The Engineer and Owner shall be updated prior to start and completion of each phase.
- B. The Contractor shall develop his own sequence of Work to minimize construction time, site disturbances, disruptions of existing traffic, inconvenience to other adjacent contractors and adjacent property owners.
- C. Procedures and methods other than those specified will be considered by Engineer and Owner, provided they afford equivalent continuity of operations.

- D. Submit and update Progress Schedules and sub-schedules in accordance with Section 01310 - Construction Schedules.
- E. Discuss Sequence of Work and Notice Required at Progress Meetings.
 - 1. Review with and obtain Engineer's and Owner's input to Contractor's initial scheduling of Work sequence during preconstruction conference.
 - 2. Review any changes in scheduling at regularly scheduled progress meetings.
 - 3. Schedule additional construction meetings required to discuss Work sequence.
 - 4. Refer to Section 01310 Construction Schedules for additional requirements on Progress Schedules.
- F. Inspection by public agencies.

Provide proper facilities for such access and inspection.
- G. It will be the Contractor's responsibility to schedule and sequence his activities so as to best meet environmental conditions imposed by winter weather.
- H. The Contractor shall coordinate his efforts with each Subcontractor so as to avoid conflicts and Work slowdowns.

PART 2 PRODUCTS

2.01 OWNER FURNISHED MATERIALS

- A. The Owner will furnish no material unless specifically called for in other section of the specification or the drawings.

2.02 MAINTENANCE OF ACCESS

- A. Conduct Work to interfere as little as possible with public or private travel, whether vehicular or pedestrian and with Town personnel duties.
 - 1. Whenever it is necessary to cross, close, or obstruct roads, driveways and walks, whether public or private, provide and maintain suitable and safe bridges, detours, or other temporary expedients for accommodation of public and private travel.
 - 2. Give owners of private drives reasonable notice (minimum 48 hours) before interfering with Access.

PART 3 EXECUTION

3.01 FENCES

- A. Maintain all fences affected by the Work until completion of the Work.
- B. Do not relocate or dismantle fences that interfere with construction operations before obtaining written permission from the fence owner with an agreement as to the length of time the fence may be left relocated or dismantled.
- C. At the completion of Work, replace fences to their pre-construction condition or better and to their pre-construction location unless otherwise indicated on drawings or in specifications.
- D. Refer to construction drawings for additional requirements.

3.02 UNDERGROUND OBSTRUCTIONS

- A. Protect from damage any underground pipes, utilities, or structures encountered during construction.
- B. Restore any damaged underground obstructions to their original condition at no cost to the Owner unless evidence of other arrangements satisfactory to all parties is presented to the Owner.
- C. Before commencing Work, obtain information concerning location, type, and extent of concealed existing utilities on the site and adjacent properties.
 - 1. Consult records and personnel of local utility companies, municipal utility departments, telephone companies, and cable television company.
 - 2. File "Notice of Excavation" with these agencies prior to commencing Work.
- D. Underground obstructions known to the Engineer are shown on the Drawings or otherwise referred to in the Specifications.
 - 1. Locations shown may prove to be inaccurate and other obstructions not shown may be encountered.
 - 2. Contractor is responsible to verify actual locations and to protect or restore all underground obstructions encountered.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

This section describes the procedure for Application for Payment by the Contractor. This section establishes the basis of payment, application format, application content and application review process required by the Owner before they will process the application for actual payment.

1.02 RELATED SECTIONS

- A. Section 500 – Agreement
- B. Section 630 - Monthly Pay Estimate Summary
- C. Section 640 - Monthly Pay Estimate
- D. Section 650 - Request For Payment For Materials On Hand
- E. Section 660 - Contractor's Certification
- F. Section 700 - General Conditions: Progress Payments, Retainage and Final Payment
- G. Section 800 - Supplemental General Conditions
- H. Section 01700 - Contract Closeout

1.03 FORMAT AND DATA REQUIRED

- A. Submit Applications for Payment and all other required forms and information to the Engineer.
- B. Provide itemized data on continuation sheets.
- C. Format, schedules, line items, and values: Those of the approved Schedule of Values.

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Prepare Application for Payment and all other required information to Engineer in accordance with terms and schedule established in the General Conditions, Supplemental General Conditions and the Agreement Between Owner and Contractor, or as otherwise negotiated between Owner and Contractor.
- B. Application Form

1. Required information completed, including that for Change Orders executed prior to the date of submittal of application.
 2. Summary of dollar values to agree with the respective totals indicated on the continuation sheets.
- C. Continuation Sheets.
1. Total list of all scheduled component items of Work, with item number and the scheduled dollar value for each item.
 2. Dollar value in each column for each scheduled line item when work has been performed.
 3. Each Change Order executed prior to the date of submission shall be listed at the end of the continuation sheets.
 4. List by Change Order number and description as for an original component item of work.
- D. Contractor shall execute certification with the signature of a responsible officer of the Contractor's firm.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When Owner or Engineer requires substantiating data, Contractor shall submit suitable information with a cover letter identifying:
1. Project name and number.
 2. Application number and date.
 3. Detailed list of enclosures.
- B. Submit one (1) copy of data and cover letter for each copy of application.

1.06 SCHEDULE OF VALUES

- A. Refer to General Conditions for requirements.
- B. Where payment is to be based on unit bid prices, correlate Schedule of Values with bid items.
- C. Where payment is to be based on fixed price, correlate Schedule of Values with divisions and sections of specifications, unless otherwise approved by the Engineer.
- D. On Bid items to be paid as lump sum that may extend beyond a single pay estimate, a schedule of values shall be submitted to Owner a minimum of 10 days prior to Work on that item. Adequate detail shall be given to allow a value to

be placed on Work completed during any given pay estimate. Where payment is to be based on unit Bid prices, correlate schedule of values with divisions and sections of Specifications, unless otherwise approved by the Engineer. If separate payment is to be requested for materials suitably stored but not installed, paid invoices for the item shall be submitted.

- E. The Schedule of Values line item for mobilization shall be paid for as a lump sum and shall include all fixed costs for the Work; by way of example, mobilization and de-mobilization, bond and insurance costs, etc. The first partial pay request shall include not more than 75% of this Bid amount; 25% of this Bid amount shall be paid on the final pay request.

1.07 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Contractor shall complete Application form as specified for progress payments.
- B. Continuation sheets used for presenting the final statement of accounting as specified in Section 01700-Contract Closeout.

1.08 SUBMITTAL PROCEDURE

- A. Submit Application for Payment and all required information to Engineer for review in accordance with the established schedule. Application and all related forms shall be properly executed by signature of a responsible officer of the Contractor's firm.
- B. Engineer to review and verify Application for Payment within established schedule. Contractor shall make corrections noted by Engineer and re-submit three copies of Application to Engineer.
- C. When Engineer finds the Application complete and correct, Engineer will transmit two copies of the complete Application packet to Owner for processing.

1.09 BASIS OF PAYMENT

Progress payments will be made on the basis of Engineer's opinion of completed work of individual project components, plus suitably stored materials on-hand, per the approved Schedule of Values and in accordance with the terms of the General Conditions and Agreement

A. LUMP SUM PRICES

- 1. Where lump sum prices are given for a described portion of the work, that price shall cover all materials, equipment and labor necessary to acquire, deliver, store and install that portion of the work, complete and in place, as shown and indicated in the drawings and as described in the Project Manual.
- 2. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.

3. Quantities given for lump sum items, including earthwork, are estimates only. The Contractor should satisfy himself as to the actual quantities required to complete the work described in the plans and these specifications. Unit costs for earthwork will not be employed to determine payment.

B. UNIT PRICE BID ITEMS

1. Payment for work included in unit price bid items shall be based on the completed value of each unit in such quantity actually installed as measured and determined by the Engineer unless the approved Schedule of Values provides sufficient detail for measurement and payment of partial progress of work.
2. Unit pricing shall include all materials, equipment and labor necessary to complete the bid item as shown and indicated in the project documents.
3. Quantities given in the bid form are estimates for the purpose of evaluating bids. Consequently, some differences may arise in actual and bid quantities.
4. Contractor or Owner may request re-negotiation of Unit Price for an item if the actual field measured work done for that item differs from the estimated quantity by more than 50% under the following terms:
 - a) Contractor shall not make any claim for damages for any work item for which the actual field measurement does not differ from the estimated quantity by more than 50%, higher or lower.
 - b) Re-negotiated Unit Prices shall be based on actual costs to Contractor for the specific work item plus a reasonable allowance for overhead and profit.
 - c) Re-negotiating the Unit Price shall not increase or decrease the Unit Price by more than 10 percent.
 - d) Contractor shall submit to Owner satisfactory data substantiating the actual costs and overhead rate to perform the Work covered by the Unit Price being re-negotiated..
5. No payment will be made if the entire bid item is unused.

C. MINOR CONTRACT REVISIONS

1. If provided on the Bid Schedule, the Minor Contract Revisions line item is for the sole use of Owner at Owner's discretion for changes to the project.
2. The Contractor's shall include the dollar amount provided by the Owner for Minor Contract Revisions in his base bid total.
3. The intent of this line item is provide the Owner's designated project manager a mechanism to approve minor changes to the work, either from

Contractor requested changes or from Owner modification, without unnecessary project delay and without further approval by the Owner.

4. The Owner shall retain all unused monies in this line item.
5. The Owner shall direct Contractor in writing when this line item is to be used along with the amount to be included in the Application for Payment.

D. ALLOWANCE

1. If provided on the Bid Schedule, an Allowance line item is for the sole use of Owner at Owner's discretion for changes to the project.
2. Allowance line items shall be administered per conditions of GC-11.02.
3. The Owner shall direct Contractor in writing when this line item is to be used along with the all pertinent specifying information for purchase by contractor.
4. Contractor shall submit purchase receipts documenting the cost of owner requested materials with pay application for reimbursement.

1.10 BID ITEMS

A. **Bid Item # 1 - Mobilization**

1. *Description*
 - a) The complete mobilization portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the mobilization portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum

B. Bid Item # 2 - Traffic Control

1. *Description*
 - a) The complete traffic control portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the traffic control portion of the project including the development of traffic control plan, methods of handling traffic, placement and maintenance of traffic control devices, traffic control management, and all other elements essential to the safe movement of vehicular and pedestrian traffic through and around the work area complete and in place project as described in the project documents.
 - b) Contractor to provide Method of Handling Traffic (MHT) submittals for Engineer approval 7 days prior to the work.
3. *Payment Basis*
 - a) Lump Sum

C. Bid Item # 3 - Construction Survey

1. *Description*
 - a) The complete construction survey portion of the project is covered under this single lump sum item.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the construction survey portion of the project complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum

D. Bid Item # 4 – Removals

1. *Description*
 - a) This line item is for clear and grubbing, removal of existing asphalt, and CMP removal including other items associated with the ditch piping.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for sawcutting asphalt, removal of existing materials to subgrade, erosion control, complete and in place project as described in the project documents.
3. *Payment Basis*

- a) Lump Sum

E. Bid Item # 5 - 72" Culvert (HDPE, PE 100; Install only)

1. *Description*
 - a) This line item is for the installation of 72" Culvert purchased by the Stewart Ditch Company.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the 72" Culvert including excavation, placement to positive flowline grade best fitted to match existing pipe and ditch flowline, Class 6 ABC bedding and backfill, and compaction complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum

F. Bid Item # 6 - Aqua Blok

1. *Description*
 - a) This line item is for the Aqua Blok check dams installed at locations described in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the Aqua Block check dams including excavation, class 6 aggregate base course, backfill, forming and placement, complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Per Each
4. *Estimated Quantity*
 - a) 4 Each

G. Bid Item # 7 - CDOT Type "S" Headwall

1. *Description*
 - a) This line item is for the CDOT Type "S" Headwall installed at locations shown in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the CDOT Type "S" Headwalls including excavation, class 6 aggregate base course, backfill, forming and placement, control and expansion joints, rebar complete and in place project as described in the project documents.

3. *Payment Basis*
 - a) Per Each
4. *Estimated Quantity*
 - a) 2 Each

H. Bid Item # 8 - Location and Protection of Existing Utilities

1. *Description*
 - a) This line item is for the location and protection of existing utilities as described in the project documents.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the location and protection of existing utilities on the project including location, excavation, protection, backfill, and submittal and approval of a utility protection plan prior to construction for 8" C900 water, Electric (conduit), Irrigation, and any other unknown encountered existing utilities in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum

I. Bid Item # 9 - Asphalt Replacement

1. *Description*
 - a) This line item is for the asphalt replacement to 4" depth in Pan American Avenue.
2. *Specific inclusions, exclusions or special considerations*
 - a) This line item shall include all overhead, labor, materials, equipment and other associated costs for the asphalt replacement including excavation, subgrade preparation class 6 aggregate base course, 2' wide / 2" depth mill T-Top pavement joint, HBP placement, and compaction complete and in place project as described in the project documents.
3. *Payment Basis*
 - a) Lump Sum

J. Bid Item # 10 - Revegetation and Restoration

1. *Description*
 - a) This line item is for revegetation and restoration as detailed in the project documents.
2. *Specific inclusions, exclusions or special considerations*

- a) This line item shall include all overhead, labor, materials, equipment and other associated costs for revegetation and restoration portion of the project complete and in place project as described in the project documents.

3. *Payment Basis*

- a) Lump Sum

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SUMMARY

- A. The following abbreviations, which may be used in the construction specifications, refer to the organizations and specifications of the organizations listed below:

AA	Aluminum Association 900 19th Street, NW, Suite 300 Washington, D.C. 20006-2168
AABC	Associated Air Balance Council 1518 K Street, NW, Suite 503 Washington, D.C. 20005
AAMA	American Architectural Manufacturers Association 1827 Walden Office Square, Suite 104 Schaumburg, Illinois 60173-4268
AAN	see ANLA
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, NW, Suite 249 Washington, D.C. 20001
AATSA	American Traffic Safety Services Association 15 Riverside Parkway Suite 100 Fredericksburg, VA 22406-1717
ABMA	American Boiler Manufacturers Association 950 N. Glebe Road, Suite 160 Arlington, Virginia 22203-1824
ACI	American Concrete Institute P.O. Box 9094 Farmington Hills, Michigan 48333-9094
ACA	American Coatings Association 1500 Rhode Island Ave., NW Washington, DC 20005
ACPA	American Concrete Pipe Association 222 West Las Colinas Boulevard, Suite 641 Irving, Texas 75039-5423
ADC	Air Diffusion Council 11 South LaSalle Street, Suite 1400 Chicago, Illinois 60603

AFPA	American Forest and Paper Association 1111 19th Street, NW, Suite 800 Washington, D.C. 20036
AGA	American Gas Association 1515 Wilson Boulevard Arlington, Virginia 22209
AHA	American Hardboard Association 1210 W. Northwest Highway Palatine, Illinois 60067-1897
AHAM	Association of Home Appliance Manufacturers 20 N. Wacker Drive, Suite 1500 Chicago, Illinois 60606
AI	Asphalt Institute Research Park Drive P.O. Box 14052 Lexington, Kentucky 40512-4052
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, DC 20006-5292
AISC	American Institute of Steel Construction 1 East Wacker Drive, Suite 3100 Chicago, Illinois 60601-2001
AISI	American Iron and Steel Institute 1101 17th Street, NW Washington, D.C. 20036-4700
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Suite 140 Englewood, Colorado 80112
ALSC	American Lumber Standards Committee P.O. Box 210 Germantown, Maryland 20875
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, Illinois 60004-1893
ANLA	American Nursery and Landscape Association 1250 I Street, NW, Suite 500 Washington, D.C. 20005
ANSI	American National Standards Institute 11 West 42nd Street, 13th Floor New York, New York 10036
APA	American Plywood Association (See EWA)
APWA	American Public Works Association 106 West 11th Street, Suite 1800 Kansas City, Missouri 64105-1806

ARI	Air-Conditioning and Refrigeration Institute 4301 Fairfax Drive, Suite 425 Arlington, Virginia 22203
ARMA	Asphalt Roofing Manufacturers Association Center Park, 4041 Powder Mill Road, Suite 404 Calverton, Maryland 20705
ASC	Adhesive and Sealant Council 1627 K Street, NW, Suite 1000 Washington, D.C. 20006-1707
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, Virginia 20191-4400
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers 1791 Tullie Circle, NE Atlanta, Georgia 30329-2305
ASLA	American Society of Landscape Architects 4401 Connecticut Avenue, NW Fifth Floor Washington, D.C. 20008-2369
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, New York 10017
ASPE	American Society of Plumbing Engineers 3617 Thousand Oaks Boulevard, Suite 210 Westlake, California 91362-3649
ASSE	American Society of Sanitary Engineering 28901 Clemens Road, Suite 100 Westlake, Ohio 44145
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, Pennsylvania 19428-2959
AWI	Architectural Woodwork Institute 1952 Isaac Newton Square Reston, Virginia 20190
AWPA	American Wood-Preservers' Association 3246 Fall Creek Highway, Suite 1900 Granbury, Texas 76049-7979
AWPI	American Wood Preservers Institute 1945 Old Gallows Road, Suite 550 Vienna, Virginia 22182
AWS	American Welding Society, Inc. 550 NW LeJeune Road Miami, Florida 33126
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, Colorado 80235

BHMA	Builders Hardware Manufacturers Association, Inc. 355 Lexington Avenue, 17th Floor New York, New York 10017-6603
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, Virginia 22091-1525
BOCA	Building Officials Code Administrators 4051 W. Flossmoor Road Country Club Hills, Illinois 60478-5795
CBM	Certified Ballast Manufacturers 1422 Euclid Avenue, Suite 402 Cleveland, Ohio 44115-2851
CDA	Copper Development Association, Inc. 260 Madison Avenue, 16th Floor New York, New York 10016-2401
CDOT	Colorado Department of Transportation 4201 Arkansas Avenue Denver, CO 80222
CDPHE	Colorado Department of Public Health and Environment Water Quality Control Division 4300 Cherry Creek Drive South Denver, CO 80246
CE	Corps of Engineers 20 Massachusetts Avenue, NW Washington, D.C. 20314
CID	Commercial Item Description See contract clauses
CISPI	Cast Iron Soil Pipe Institute 5959 Shallowford Road, Suite 419 Chattanooga, Tennessee 37421
CLFMI	Chain Link Fence Manufacturers Institute 9891 Broken Land Parkway, Suite 300 Columbia, Maryland 21046
CRA	California Redwood Association 405 Enfrente Drive, Suite 200 Novato, California 94949
CRI	Carpet and Rug Institute 310 S. Holiday Avenue Dalton, Georgia 30722-2048
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, Illinois 60173-4758
CS	Commercial Standard of NBS (U.S. Department of Commerce) Government Printing Office Washington, D.C. 20402

CSSB	Cedar Shingle and Shake Bureau 515 116th Avenue, NE, Suite 275 Bellevue, Washington 98004-5294
DHI	Door and Hardware Institute 14170 Newbrook Drive Chantilly, Virginia 22021-2223
EPA	Environmental Protection Agency 401 M Street, SW Washington, D.C. 20460
EWA	APA- The Engineered Wood Association P.O. Box 11700 Tacoma, Washington 98411-0700
FHA	Federal Housing Administration (U.S. Department of Housing and Urban Development) 451 7th Street, SW Washington, D.C. 20410
FHVA	Fine Hardwood Veneer Association 260 S. First Street, Suite 2 Zionsville, Indiana 46077
FHWA	Federal Highway Administration 555 Zang Street Lakewood, CO 80228
FM	Factory Mutual System 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, Massachusetts 02062-9102
FS	Federal Specifications See contract clauses
GA	Gypsum Association 810 First Street, NE, Suite 510 Washington, D.C. 20002
GANA	Glass Association of North America 3310 SW Harrison Street Topeka, Kansas 66611-2279
HI	Hydronics Institute 35 Russo Place P.O. Box 218 Berkeley Heights, New Jersey 07922
HMA	Hardwood Manufacturers Association 400 Penn Center Boulevard, Suite 530 Pittsburgh, Pennsylvania 15235-5605
HPMA	Hardwood Plywood Manufacturers Association P.O. Box 2789 Reston, Virginia 22090-2789

IA	Irrigation Association 1911 N. Fort Myer Drive, Suite 1009 Arlington, Virginia 22209-1630
ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, California 90601
ICEA	Insulated Cable Engineers Association, Inc. P.O. Box 440 South Yarmouth, Massachusetts 02664
ICRI	International Concrete Repair Institute 10600 West Higgins Road, Suite 607 Rosemont, IL 60018
IEEE	The Institute of Electrical and Electronics Engineers 345 E. 47th Street New York, New York 10017-2394
IES	Illuminating Engineering Society of North America 120 Wall Street, 17th Floor New York, New York 10005-4001
IGCC	See ITS
ILIA	Indiana Limestone Institute of America, Inc. Stone City Bank Building, Suite 400 Bedford, Indiana 47421
ITS	Internek Testing Services 3393 Route 11 P.O. Box 2040 Cortland, New York 13045-7902
KCMA	Kitchen Cabinet Manufacturers Association 1899 Preston White Drive Reston, Virginia 22091-4326
LIA	Lead Industries Association, Inc. 295 Madison Avenue New York, New York 10017
MBMA	Metal Building Manufacturer's Association c/o Thomas Associates, Inc. 1300 Sumner Avenue Cleveland, Ohio 44115-2851
MFMA	Maple Flooring Manufacturers Association 60 Revere Drive, Suite 500 Northbrook, Illinois 60062
MIA	Marble Institute of America 30 Eden Alley, Suite 201 Columbus, Ohio 43215
MIMA	Mineral Insulation Manufacturers Association 1420 King Street Alexandria, Virginia 22314

MLSFA	Metal Lath/Steel Framing Association - A Division of NAAMM 8 South Michigan Avenue, Suite 1000 Chicago, Illinois 60603
MS	Military Standardization Documents See contract clauses
MSHA	Mine Safety and Health Administration 4015 Wilson Boulevard, Room 601 Arlington, Virginia 22203
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry 127 Park Street, NE Vienna, Virginia 22180-4602
NAAMM	The National Association of Architectural Metal Manufacturers 8 South Michigan Avenue, Suite 1000 Chicago, Illinois 60603
NACE	National Association of Corrosion Engineers 1440 South Creek Drive P.O. Box 218340 Houston, Texas 77218-8340
NAIMA	North American Insulation Manufacturers Association 44 Canal Center Plaza, Suite 310 Alexandria, Virginia 22314
NAPA	National Asphalt Pavement Association NAPA Building 5100 Forbes Boulevard Lanham, Maryland 20706-4413
NAPCA	National Association of Pipe Coating Applicators 8th Floor, Commercial National Bank Building 333 Texas Street, Suite 800 Shreveport, Louisiana 71101-3673
NBS	National Bureau of Standards (U.S. Department of Commerce)(See NIST)
NCMA	National Concrete Masonry Association 2302 Horse Pen Road Herndon, Virginia 20171-3499
NEC	National Electrical Code (by NFPA)
NECA	National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, Maryland 20814
NELM	Northeastern Lumber Manufacturers' Association 272 Tuttle Road P.O. Box 87A Cumberland Center, Maine 04021-0687
NEII	National Elevator Industry, Inc. 185 Bridge Plaza North, Suite 310 Fort Lee, New Jersey 07024

NEMA	National Electrical Manufacturers Association 1300 N. 17th Street, Suite 1847 Rosslyn, Virginia 22209
NFPA	National Fire Protection Association 1 Batterymarch Park P.O. Box 9101 Quincy, Massachusetts 02269-9101
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, Tennessee 38184-0518
NHPMA	Northern Hardwood and Pine Manufacturers Association, Inc., c/o Northern Softwood Lumber Bureau Box 217 Dear River, Minnesota 56636
NIOSH	National Institute for Occupational Safety and Health NIOSH Building 1, Room 3007 1600 Clifton Road, NE Atlanta, Georgia 30333
NIST	National Institute of Standards and Technology (US Department of Commerce) Building 101, #A1134 Route I-270 and Quince Orchard Road Gaithersburg, Maryland 20899
	Send requests for publications to: Superintendent of Documents Government Printing Office Washington, D.C. 20402
NOFMA	National Oak Flooring Manufacturers Association P.O. Box 3009 Memphis, Tennessee 38173-0009
NPA	National Particleboard Association 18928 Premiere Court Gaithersburg, Maryland 20879-1569
NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, Illinois 60018-5607
NSF	NSF International (Formerly National Sanitation Foundation) 3475 Plymouth Road P.O. Box 130140 Ann Arbor, Michigan 48113-0140
NTMA	The National Terrazzo and Mosaic Association 3166 Des Plaines Avenue, Suite 121 Des Plaines, Illinois 60018

NWWDA	National Wood Window and Door Association 1400 East Touhy Avenue, Suite G-54 Des Plaines, Illinois 60018
OSHA	Occupational Safety and Health Administration U.S. Department of Labor 200 Constitution Avenue, NW Washington, D.C. 20210
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, Illinois 60077-1083
PCI	Precast/Prestressed Concrete Institute 175 W. Jackson Boulevard Chicago, Illinois 60604
PDI	Plumbing and Drainage Institute 45 Briston Drive, Suite 101 South Euston, Massachusetts 02375
PDCA	Painting and Decorating Contractors of America 1801 Park 270 Drive, Ste 220 St. Louis, MO 63146
PEI	Porcelain Enamel Institute, Inc. 4004 Hillsboro Pike, Suite 224-B Nashville, Tennessee 37215
PI	Perlite Institute, Inc. 88 New Dorp Plaza Staten Island, New York 10306
PS	Product Standard of NBS (U.S. Department of Commerce) Government Printing Office Washington, D.C. 20402
RFCI	Resilient Floor Covering Institute 966 Hungerford Drive, Suite 12-B Rockville, Maryland 20850-1714
RIS	Redwood Inspection Service (Grading Rules) 405 Enfrente Drive, Suite 200 Novato, California 94949
RMMI	Rocky Mountain Masonry Institute 1780 South Bellaire Street, No. 602 Denver, Colorado 80222
SCMA	Southern Cypress Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, Pennsylvania 15235
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, Illinois 60021

SDI	Steel Door Institute 30200 Detroit Road Cleveland, Ohio 44145-1967
SFPA	Southern Forest Products Association P.O. Box 52468 New Orleans, Louisiana 70152
SGCC	See ITS
SIGMA	Sealed Insulating Glass Manufacturers Association 401 N. Michigan Avenue Chicago, Illinois 60611-4267
SJI	Steel Joist Institute 3127 10th Avenue, North Ext. Myrtle Beach, South Carolina 29577-6760
SMACNA	Sheet Metal and Air-Conditioning Contractors' National Association, Inc. 4201 Lafayette Center Drive P.O. Box 221230 Chantilly, Virginia 20151-1209
SPIB	Southern Pine Inspection Bureau (Grading Rules) 4709 Scenic Highway Pensacola, Florida 32504-9094
SSPC	Steel Structures Painting Council 40 24th Street, 6th Floor Pittsburgh, Pennsylvania 15222-4643
SWI	Steel Window Institute c/o Thomas Associates, Inc. 1300 Sumner Avenue Cleveland, Ohio 44115-2851
TCA	Tile Council of America 100 Clemson Research Boulevard Anderson, South Carolina 29625
TIMA	Thermal Insulation Manufacturers Association (See NAIMA)
TPI	Truss Plate Institute 583 D'Onofrio Drive, Suite 200 Madison, Wisconsin 53719
UBC	Uniform Building Code (by ICBO)
UDFCD	Urban Drainage and Flood Control District 2480 West 26th Avenue, Suite 156-B Denver, CO 80211
UL	Underwriters Laboratories, Inc. 333 Pfingsten Road Northbrook, Illinois 60062
USDA	U.S. Department of Agriculture 14th Street and Independence Avenue, SW Washington, D.C. 20250

WCLB	West Coast Lumber Inspection Bureau (Grading Rules) P.O. Box 23145 Portland, Oregon 97281-3145
WIC	Woodwork Institute of California P.O. Box 980247 West Sacramento, California 95798-0247
WMMPA	Wood Moulding and Millwork Producers Association 507 First Street Woodland, California 95695
WRI	Wire Reinforcement Institute, Inc. 203 Loudoun Street, SW Leesburg, Virginia 20175-2718
WSFI	Wood and Synthetic Flooring Institute (See MFMA)
WWPA	Western Wood Products Association (Grading Rules) Yeon Building 522 SW 5th Avenue Portland, Oregon 97204-2122
WWPA	Woven Wire Products Association 2515 Nordica Avenue Chicago, Illinois 60635
WWPI	Western Wood Preservers Institute 7017 NE Highway 99 #108 Vancouver, Washington 98665

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01200

MEETINGS

PART 1 GENERAL

1.01 SUMMARY.

- A. These requirements for meetings are hereby made a part of each and all of the respective sections of the project manual. This Section includes but is not limited to the following meetings:

1. Pre-construction Conference
2. Progress Meetings
3. Final Inspection
4. Warranty Inspection

1.02 ATTENDEES.

- A. Unless otherwise specified or required by the Owner, the meetings shall be attended by the Owner, Engineer, Engineer's Representative, Contractor, Contractor's Representative, Geotechnical and Testing Consultant (for item 2). Subcontractors may attend when invited by the Owner or Contractor.

1.03 MEETING RECORDS.

- A. The Engineer's Representative will record minutes of each meeting and furnish copies to the attendees within 5 working days thereafter. If the contractor does not submit written objection to the contents of such minutes within 7 days after presentation to him, it shall be understood and agreed that the contractor accepts the minutes as a true record of the meeting.

1.04 MEETING SCHEDULE.

- A. In so far as possible, the dates, times and locations for the various meetings will be agreed upon and recorded at the preconstruction conference. Thereafter, changes to the schedule shall be by agreement between the Owner and the contractor, with appropriate written notice to all parties.
- B. Preconstruction Conference. A preconstruction conference shall be held prior to start of construction at the location, date and time designated by the Owner in accordance with GC-2.06. Attendees shall include Owner, Engineer, Contractor, Subcontractors, pertinent material and/or equipment suppliers, QA/QC testing consultants, representatives of regulatory agencies having jurisdiction of the project (e.g. DOE, CDPHE, USACOE, etc.), owners of affected utilities (e.g. CDOT, RR, gas, phone, electric, etc.) and any other persons the Owner may designate.

1.05 SUBMITTALS.

- A. Prior to the meeting, the contractor shall have already submitted the Contract Agreement, Bonds and Certificates of Insurance. The Owner will return signed copies of the agreement to the contractor at the meeting. At the meeting, the contractor shall submit the progress schedule, submittal schedule, schedule of values and all other preconstruction documents required of him by the Contract Documents.
- B. Agenda. In general, the topics to be discussed or resolved and the instructions and information to or given by the contractor include, but are not limited to:
- C. Contractor's organization for the project, including names and titles of all those who are authorized by the contractor to represent and execute documents for him, with samples of authorized signatures, and names, addresses and telephone numbers of those authorized to act for him in emergencies.
 - 1. Project meeting schedule.
 - 2. Construction schedule including the sequence of critical work. Contractor shall supply 10 copies of the schedule at the meeting.
 - 3. Communication channels and procedures.
 - 4. Requirements of funding agencies.
 - 5. Permit requirements.
 - 6. Contract documents distribution. Owner will supply copies at meeting.
 - 7. Submittal processing procedure.
 - 8. Contractor's financial estimate of the amount of work to be performed each month (Schedule of Values).
 - 9. Payment procedures, application forms, dates and progress schedules to accompany the application.
 - 10. Field Order and Change Order processing.
 - 11. Project sign board.
 - 12. Notice to Proceed date. Owner will supply copy to contractor.
 - 13. Access and Rights-of-Way provided by Owner.
 - 14. Site security and contractor's use of the site.
 - 15. Safety and First Aid. Contractor to supply resume of his Safety Officer.

16. Engineer, Inspector and their duties.
17. Contractor's surveyor, schedule for pre-survey conference, initiation of surveying activities and control provided by the Owner.
18. Testing agency and procedures.
19. Construction equipment and methods proposed by contractor.
20. Dewatering methods proposed by the contractor.
21. Maintaining existing Access.
22. Contractor quality control.
23. Construction utilities, permanent utilities and existing utility protection requirements.
24. Other administrative and general matters as needed.

1.06 PROGRESS MEETINGS.

- A. Weekly Construction meetings shall be held onsite. At minimum, Engineer's Representative and Contractor's superintendent shall attend to discuss jobsite concerns, work schedule, coordination and any other construction issues.
- B. Monthly Progress Meetings, to be chaired by the Engineer's Representative with attendance of Engineer, Owner, Contractor's project manager and project superintendent, shall be held to review work progress and performance as well as the contractor's 90 day, look-ahead schedule. Progress and schedule reviews shall verify:
 1. Actual start and finish dates for activities completed during the previous months.
 2. Remaining duration and percentage of construction for all incomplete activities.
 3. Logic, activity duration and cost data for change order work to be incorporated into the construction schedule.
 4. Contractor's proposed methods to recover any lost time and place the project back on schedule, such as increasing manpower, materials, and equipment resources and working extended or additional shifts.
 5. Subcontractor activity.
 6. Other items not listed above including without limitation, any unresolved matters, deficiencies in the work or methods employed for the work and problems, difficulties or delays which have been or may be encountered and possible solutions.

- C. Submittals Prior to Meeting. At least three days prior to each progress meeting, the contractor shall submit the information itemized below to the Engineer.
1. A list of completed activities.
 2. A list of current activities with an estimate of time required for completion.
 3. A list of changes to planned starting dates and durations for all outstanding activities.
 4. Percentage of completion for each current activity.
 5. A list of activities planed to start in the next month.
 6. Other information as required by the Engineer's representative.
 7. A request for additional meetings, if required by the contractor shall be submitted in writing with a proposed agenda and the names of personnel who would attend. The Engineer's Representative shall chair these meetings.

1.07 COMPLETION MEETINGS

- A. Pre-Final Inspection Meeting (a.k.a. Substantial Completion meeting) shall be held in accordance with GC-14.04. At minimum, attendance by Engineer, Owner, Contractor and USDA-RD staff is required.
- B. Final Inspection Meeting. A final inspection meeting shall be held in accordance with GC-14.06. At minimum, attendance by Engineer, Owner, and Contractor is required.
- C. Warranty Inspection. A warranty inspection shall be conducted between 60 and 90 days prior to expiration of Warranty period. At minimum, attendance by Engineer, Owner, and Contractor is required.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SUMMARY.

- A. Requirements. The Contractor shall submit to the Engineer for approval all submittals required by the Contract Documents. Submittal shall be submitted on form 01300-A.
- B. Form 01300-A includes an area for the Contractor to check that he has verified that the material or equipment meets the Specification requirements or deviates from the Specification for the reasons listed. A line also exists for the Contractor to sign the submittal. If the areas are not checked or the submittal is unsigned, it will be returned disapproved.
- C. The Contractor shall review and approve all shop and layout Drawings, product data, samples, materials, manuals and plans required to be submitted by the Contract Documents. Approval by the Contractor dictates that he has verified all materials, field measurements with those shown on the Drawings, and similar items. Approval also indicates that the Contractor has coordinated Information contained in the submittal with work requirements of all trades and with the Contract Documents. The Contractor's submissions to the Engineer shall be timely so as to not delay the Work.
- D. The Contractor is required to submit five hard copies of each submittal or re-submittal for approval. The Engineer will return two copies to the Contractor. The Engineer may request up to an additional five copies of manuals by notifying the Contractor in writing and such copies will be at no extra cost.

1.02 SUBMITTAL CONTENT.

- A. The submittal number shall be arranged as follows:
 - 1. The first character shall be a letter identifying "D" as a shop or layout drawing, "S" as a sample, "M" as a manual or miscellaneous, or "P" as a plan or schedule.
 - 2. The next 5 digits of the submittal number shall be the Specification section number.
 - 3. The next 3 digits shall be the numbers 001 through 999 to sequentially number each separate package submitted under each specific Specification section number.
 - 4. The last character shall be a letter A through Z indicating whether the submittal is the first submission (A) or a resubmission (B through Z). The letter "B" indicates a second submission, "C" a third submission, etc. An

example of a submittal number would be D-03300-008-B, which indicates a shop drawing submittal pertaining to the concrete section that is the eighth submittal under this section and is the second submission of this particular shop drawing.

- B. Submittals will be returned to the Contractor marked either "NET" which means that No Exceptions Taken, or the submission is approved, "MCN" which indicates Make Corrections Noted, and that the submittal is approved subject to incorporation of the comments shown on the submittal, "A&R" which is Amend and Resubmit, and "R" which is Rejected, or the submittal is disapproved for the reasons shown or listed and shall be resubmitted. One other notation may be shown as "N" which is Noted, for a submittal that does not require Engineer approval but will be placed in the project files.
- C. Reviewed submittals will be returned to the Contractor with the Engineer's comments, if any. The Engineer's review is for general conformance with the Contract Documents only and all Work is still subject to the detailed requirements of the Contract Documents. The Engineer's review is to help the Contractor find or discover errors and omissions. The Engineer's review does not relieve the Contractor of the obligation and responsibility to coordinate and plan the details of the Work and fulfill the intent and purpose of the Contract. The Engineer's review shall not relieve the Contractor of the responsibility for accuracy, proper fit or proper functioning and performance of the Work. The Engineer reserves the right to require written conformation from the Contractor that the comments placed on submittals stamped "MCN" were actually or will be implemented. The Engineer will make every reasonable effort to process and return each submittal within 15 days after receipt in the Engineer's office, but with the following qualifications:
 - 1. Large or multiple submittals may require additional time.
 - 2. Contractor may prioritize submittals and Engineer will review and return them in the order of highest priority.
 - 3. If requested by the Contractor, individual drawings from large submittals with numerous drawings may be returned as they are reviewed rather than waiting for the entire review to be completed.
 - 4. The need for re-submissions or delays in obtaining the Engineer's review or approval shall not entitle the Contractor to a time extension for Contract completion.
- D. The Contractor shall make all corrections and changes to submittals as required by the Engineer and resubmit until approved. The Contractor shall review submittals returned by the Engineer and shall determine if changes requested by the Engineer result in extra cost. He shall notify the Engineer in writing within 5 days of receiving a returned submittal if the Contractor believes extra costs will be incurred along with the reasons for such belief. Failure of the Contractor to notify the Engineer of the extra costs, or if the Contractor proceeds with the Work, ordering materials, products or equipment or delivery to the site, waives the Contractor claim for compensation.

- E. Only the Contractor shall make submissions to the Engineer. All data and correspondence prepared by Subcontractor and suppliers shall be submitted through the Contractor. The Contractor shall prepare submittals with sufficient information, and in such a manner, that no more than two submittals are necessary to obtain the Engineer's approval. If more than two submittals are required, the Owner reserves the right to deduct the cost of the Engineer's time to review all additional re-submittals (after re-submittal number two) from moneys due the Contractor.
- F. The Contract Drawings are diagrammatic and show the general arrangement of the complete construction Work. The Contractor shall review the Drawings and Specifications and shall include any and all Work required to provide a complete and operable facility. The Contractor shall be responsible for preparing and submitting to the Engineer for review, all general arrangement drawings showing the interrelationships between civil construction and all mechanical, electrical and instrumentation equipment to be installed. Should there be a need to deviate from the Contract Drawings and Specifications, the Contractor shall submit written details, comparisons with the contract requirements, reasons for all changes, an explanations as to why the proposed change is equal or better than the Contract requirement and any reduction or increase in cost for the change to the Engineer for approval before making such changes. All extra costs to make the changes to structures, electrical, mechanical, piping and other items associated with a change shall be borne by the Contractor. In the event of varying interpretations of the Contract Documents, the Engineer's interpretation shall govern.

1.03 REQUIRED SUBMITTALS

- A. Submittal Schedule. The Contractor shall submit to the Owner for approval a detailed schedule listing all submittals to the Owner. This schedule shall include, but is not limited to, shop drawings and related data; layout drawings; materials, equipment, and fixture lists; certificates of compliance; spare parts data; sample materials and equipment manuals; test procedure plan and test results. The schedule shall indicate the type of item, Contract requirement reference; the Contractor's scheduled dates for submitting the above items and projected procurement dates. The Contractor shall revise and resubmit schedules as necessary to the Owner for monitoring.
- B. Shop Drawings. See Section 01340 – Shop Drawings.
- C. Post installation test procedure plan. See Section 01450 – Testing and Inspection.
- D. Startup and Training plan. See Section 01650 – Startup and Section 01670 – Training.
- E. Layouts of Temporary Construction Facilities. See Section 01500 - Construction and Temporary Facilities.
- F. Project Record Documents. See Section 01700 - Contract Closeout and Section 01730 O&M Information.

- G. Schedule of Values. Refer to General Conditions for requirements.
- H. Construction Schedule. See Section 01310 – Construction Schedule.
- I. Progress Reports. During the performance of the Work, the Contractor shall submit to the Owner a written monthly progress report on or before the fifth of each month covering the previous month. Such progress reports shall include:
 - 1. A copy of the construction schedule outlining progress to date for the previous major items of Work.
 - 2. A narrative summary indicating the status of Work performed and other pertinent activities indicating the actual percentage of Work completed and an estimate of the percentage of Work to be completed in the succeeding month; problem areas and recommended solutions, and manpower hours used by trade. If the Work has fallen behind schedule, the Contractor shall state how the time is to be made up to remain on schedule. Include construction photographs.
 - 3. The progress report shall include a procurement and delivery schedule, listing items approved, ordered, delivered and installed, for equipment, products and materials.
 - 4. If a progress report is not submitted, the Owner reserves the right to withhold payment until delivered.
- J. Traffic Control Plan. See Section 01570 - Traffic Control.
- K. Stormwater Management Plan. See Section 01590 - Erosion Control.
- L. Groundwater and Earthwork Management Plan. See Section 01500 - Construction and Temporary Facilities.
- M. Materials and Equipment Manual. See Section 01725 - Materials and Equipment Manuals.
- N. Certificates of Compliance. Certificates required for demonstrating proof of compliance with Specification requirements, including mill certificates, shall be provided by the Contractor. It shall be the Contractor's responsibility to review and approve all certificates before submissions are made to ensure compliance with the Contract requirements. Each certificate shall be signed by an official authorized to certify on behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, the material is later found not to meet the specific requirements.

- O. **Manufacturer's Certified Reports.** Where the Contract Documents require an equipment manufacturer or his authorized representative to be present at installation and startup, such manufacturer shall submit a notarized written report with respect to his equipment certifying that 1) the equipment has been properly installed and lubricated under his supervision, 2) the equipment is in accurate alignment, 3) he was present when the equipment was placed in operation, 4) he has checked, inspected and adjusted the equipment as necessary, 5) the equipment is free from any undue stress imposed by connecting piping or anchor bolts, 6) has been operated under full load conditions and operated satisfactorily, 7) he has inspected the equipment during the operational demonstrations and system validation testing to the extent specified and 8) is fully covered under the terms of the guarantee.
- P. **Spare Parts Data.** The Contractor shall furnish spare parts data for each different item of equipment furnished. The data shall include a complete list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment, or specified herein to be furnished as part of the contract; and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 180 days or as otherwise stated in the individual Specification section, at the particular installation. The foregoing shall not relieve the Contractor of any responsibilities under the guarantee specified.
- Q. **Samples.** After award of the Contract, the Contractor furnish for approval. samples required by the Specifications. The Contractor shall prepay all shipping charges of samples. Materials, products or equipment for which samples are required shall not be used in the Work until approved in writing. Each sample shall have a label or tag indicating:
- o Name of project building or facility, project title and address.
 - o Name of Contractor and, if appropriate, name of Subcontractor.
 - o Identification of material, product or equipment with Specification section.
 - o Place of origin.
 - o Name of producer and brand.
 - o Samples of finish materials shall have additional markings that will identify them in regard to installed location.
1. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirement. Substitutions will not be permitted unless they are approved in writing.
 2. Approved samples in good condition will be marked for identification and may be used in the Work. Materials, products and equipment incorporated in the Work shall match the approved samples. Other samples not destroyed or damaged in testing or not approved, will be returned to the Contractor at his expense if so requested at time of submission.
 3. Failure of any material to pass the specified tests will be sufficient cause for refusal to consider, under this Contract agreement, any further

samples of the same brand or make of that material. The Owner reserves the right to disapprove any material, product or equipment which has previously has proven unsatisfactory in service.

4. Samples of various materials, products or equipment delivered on the site or in place may be taken by the Owner for testing. Samples failing to meet Contract requirements will automatically void previous approvals of the items tested. The Contractor shall replace such materials, products or equipment found to have not met Contract requirements, or there shall be proper adjustment of the Contract price as determined by the Owner.

R. Miscellaneous Submissions.

1. Accident reports shall be submitted in 3 copies as soon after the accident as possible.
2. The Contractor shall submit an organization chart of his construction team for approval not later than 14 days after the beginning of mobilization or prior to any construction activity on the site. It shall show executive, administrative, and construction supervision broken into trades and crews shall include Subcontractors and shall:
 - a) Include all personnel from ownership through project manager to foreman level and designate the extent of authority and responsibility and those who can receive field orders, sign documents, etc.
 - b) Describe personnel duties.
 - c) Provide qualifications and experience of those not included in prequalification documents.
 - d) Contractor shall update the organization chart whenever key people are changed. The Engineer may interview any of the Contractor's proposed staff prior to approval.
3. Insurance Certificates. Refer to General Conditions and Supplemental General Conditions for submittal requirements. Submit updated certificates as necessary to verify current coverage.

01300-A SUBMITTAL TRANSMITTAL FORM**(This form to be enclosed with ALL Submittals)**

		Seq. #	
Submittal Description:		Submittal #	
Specification Section:	Routing	Date Sent	Date Rec'd
OWNER:	Contractor/Engineer		
PROJECT:			
CONTRACTOR:			

We are sending you: ☐ Attached
☐ Under separate cover via _____
☐ Submittals for review and comment
☐ Product data for information only

Remarks:

Item	Copies	Date	Section No.	Description	Review Action ⁽¹⁾	Reviewer Initials	Review Comments Attached

⁽¹⁾ **Note:** **NET**=No exceptions taken; **MCN**=Make corrections noted; **A&R**=Amend & resubmit; **R**=Rejected, Develop Replacement
Attach additional sheets if necessary.

Contractor

Certify either A or B:

- ☐ **A** We have verified that the material or equipment contained in this submittal meets all the requirements, including coordination with all related Work, specified (no exceptions).
- ☐ **B** We have verified that the material or equipment contained in this submittal meets all the requirements specified, except for the attached revisions.

#	Deviation

Certified by: _____ Date: _____
Contractor's Signature

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 SUMMARY

- A. Within ten (10) days after effective date of agreement or by the pre-construction conference, the Contractor shall submit a critical path project schedule covering the duration of the project, beginning with the Notice to Proceed and indicating Substantial Completion and "Contract Completion". The purpose of the Project Schedule shall be to:
 - 1. Assure adequate planning, scheduling and reporting during the execution of the Work by the Contractor.
 - 2. Assure coordination of the Work of the Contractor and various Subcontractors at all tiers.
 - 3. Establish a critical path for the completion of the Work to assist the Contractor, Owner, and Engineer in monitoring the progress of the Work and evaluating proposed changes to the Contract Duration and the Project Schedules resulting from changes in the Work and/or potential weather delays.
 - 4. Assist in the coordination of construction activities so as to complete the Work within the Contract Time.
- B. The Project Schedule shall be based upon the Critical Path Method (CPM) for planning, scheduling and progress reporting of the Work.
- C. The Project Schedule shall include a graphic network prepared by the Contractor. The Contractor shall transmit all schedule submissions to the Owner or his representative as both a printed or plotted pure logic diagram and a bar chart with an accompanying computer disk of the schedule. The computer disk shall be in a file format published by Primavera Project Planner (Windows versions), Primavera Sure Trak, or Microsoft Projects.
- D. The Contractor shall provide a Network, which shall be a reasonable representation of how the Work is planned to be performed and shall be used to monitor the progress of the work of the Contract. All costs associated with the development and maintenance of the schedule shall be borne by the Contractor.

1.02 SCHEDULING

- A. The Contractor shall submit a preliminary Project Schedule as stated above. The Owner or his representative shall review the preliminary Project Schedule and

return comments to the Contractor within ten (10) working days after receipt. The Contractor then shall have five (5) working days to review the schedule and return it to the Owner or his representative for review. The five (5) working day review and review cycles shall continue until an acceptable schedule is received by the Owner. The owner's review of the project schedule is for compliance with this article and other contractor requirements. Acceptance by the owner of the contractor's project schedules does not relieve the contractor of any of his responsibility whatsoever for the accuracy or feasibility of the project schedule, or of the contractor's ability to meet the contract completion date, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, logic, duration or, when included, cost loading of the contractor's project schedule. An approved schedule shall be required prior to submission of the first progress payment in accordance with the Contract Documents. The following guidelines must be met:

1. The Project Schedule shall contain a sufficient number of activities to allow effective monitoring of the progress of the work.
2. Each activity shall contain only the work of a single trade or subcontractor.
3. Each activity shall be less than fifteen (15) working days in duration. Procurement and material delivery, surveying and shop drawing approvals may exceed fifteen (15) working days in duration. Activities exceeding fifteen (15) working days in duration shall be separated into two or more individual activities of less than sixteen (16) working days by area, type of work, etc. to allow for effective monitoring of the Work.
4. Each activity shall include a description of the work, original duration, contractor or subcontractor performing the work, the equipment and manpower required to do the work, all specific area, phasing or milestone classifications and the activity's relationship to other activities (contained in the Methods Statement).
5. The Project Schedule shall begin with the Notice to Proceed and end with Contract completion activities. A critical path (zero float path) through Contract completion must be generated.
6. Normally anticipated weather conditions shall be included in the Project Schedule.
7. Anticipated utility relocation activities must be shown in the schedule as they affect the contractor's activities.
8. Failure by the Contractor to include any element of work required for performance of the Contract shall not excuse the Contractor from completing all work within the Contract Time.
9. Work times shall be included showing number of days per week, shifts per day and hours per shift.

10. The Project Schedule shall contain activities for the anticipated submittal cycle of equipment or materials that could affect timely completion of the project.
11. The schedule shall include activities for anticipated procurement and delivery of material or equipment with lead times greater than three (3) weeks.
12. The progress schedule shall include all activities for all work on the project, including subcontracted work, delivery dates for critical material, submittal and review periods, milestone requirements and no work periods. Where the project has specific phases, each phase shall be described separately for each salient feature.

1.03 METHODS STATEMENT

- A. A Methods Statement shall be included for all work items that fall on the critical path of the construction schedule. This Methods Statement shall be a detailed narrative describing each feature and all work necessary to complete the feature. The Methods Statement shall be submitted with the Construction Schedule. The following format is required.
 1. Feature: name of the feature.
 2. Responsibility: Contractor, subcontractor, supplier, utility, etc. responsible of the feature.
 3. Procedures: procedures to be used to complete the work. The procedure to be used shall include general information regarding methods such as forming, excavation, placing, heating, curing, backfill and embankment, trenching, protecting the work, etc. When separate or different procedures are to be employed by the Contractor due to seasonal or project phasing requirements, such differing procedures shall be described in the procedure statement.
 4. Production Rates: the planned quantity of work per day for each feature.
 5. Labor Force: the labor force planned to do the work.
 6. Equipment: the number, types, and capacities of equipment planned to do the work.
 7. Work Times: the planned time for the work to include:
 - a) Number of work days per week.
 - b) Number of shifts per day.
 - c) Number of hours per shift.
- B. At the Owner's request, the Contractor shall update the Methods Statement, or any part thereof, and submit it with the next monthly schedule update.

1.04 PROJECT SCHEDULE UPDATES

- A. The Project Schedule updating shall be done on a monthly basis. The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes necessary to complete the Work in accordance with the Contract Documents.
- B. Should the Project Schedule update indicate that the project is more than ten (10) days behind schedule it shall be revised to indicate the means which the Contractor shall use to regain the Contract Completion Date.
- C. Updating the Project Schedule to reflect actual progress made up to the date of a schedule update shall not be considered revisions to the Project Schedule.
- D. Failure by the Contractor to update the schedule shall result in a material breach of contract and will also result in the withholding of progress payments until an acceptable update is submitted by the Contractor and accepted by the Owner.

1.05 TIME IMPACT ANALYSIS FOR CHANGE ORDERS, DELAYS & CONTRACTOR REQUESTS

- A. When Change Orders are initiated or delays are experienced a Time Impact Analysis shall be completed to determine the effect on the Contract Completion Date. The durations of effected activities shall be altered as mutually agreed upon and the schedule recalculated. The Contract Completion Date will not be extended unless the schedule recalculation indicates a completion date beyond the current Contract Completion Date. A delay must impact the critical path of the Project Schedule as a condition to extending the Contract Completion Date.
- B. Delays caused by weather shall be reviewed at the monthly update meetings. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work influenced by high or low ambient temperatures, wind, and/or precipitation to ensure completion of all work within the Contract Time. Seasonable weather conditions shall be determined by an assessment of average historical climatic conditions.
- C. Float is not for the exclusive use or benefit of either the Owner or the Contractor. Extension of the Contract Time will be granted only to the extent the equitable time adjustments to the activity or activities affected by the Change Order or delay exceeds the total (positive or zero) float of a critical activity (or path) and extends the Contract Time as set forth in the Contract.

1.06 SUBMITTALS

- A. The number of opaque reproductions required by the CONTRACTOR plus four (4) copies which will be retained or distributed by the OWNER/ENGINEER.
 - 1. Do not submit fewer than five (5) copies.

B. Distribution

1. After review, ENGINEER will distribute copies of schedules to:

- a) Two (2) copies to OWNER.
- b) One (1) copy to Resident Project Representative.
- c) One (1) copy to be retained in ENGINEER's file.
- d) One (1) copy to CONTRACTOR to be kept on file at CONTRACTOR's field office.
- e) Remainder to CONTRACTOR for his distribution following modifications if required.

C. Schedule recipients will report promptly to ENGINEER and CONTRACTOR, in writing, any problems anticipated by the projections shown on the schedules.

END OF SECTION

SECTION 01320

PRODUCT DELIVERY, HANDLING, STORAGE, & INSPECTION

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. General and Supplementary Conditions.

1.02 PRODUCTS

- A. Products include material, equipment and systems.
- B. Comply with Specifications and referenced standards as minimum requirements.

1.03 TRANSPORTATION AND HANDLING

- A. Transport products by methods to avoid product damage; deliver in undamaged condition in manufacturer's unopened containers or packaging, dry.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.04 STORAGE AND PROTECTION

- A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- C. Store loose granular materials on solid surfaces in a well drained area; prevent mixing with foreign matter.
- D. Arrange storage to provide access for inspection. Periodically inspect to assure products are undamaged, and are maintained under required conditions.
- E. Contractor shall perform and document manufacturer required maintenance during storage, after installation and until commissioning of facilities. This shall include any lubricants, filters or other maintenance materials needed; any materials used shall not come from spare parts stock.

- F. Contractor shall store spare parts, whenever required by technical specifications, in accordance with the provisions of this paragraph.
1. Tag all spare parts with permanent, labeled packings by equipment designation number and identified as to part number, equipment manufacturer, and subassembly component.
 2. Properly protect spare subject to deterioration such as ferrous metal items and electrical components with lubricants or desiccants and encapsulate in hermitically sealed plastic wrapping.
 3. Store spare parts with individual weights less than 50 pounds and dimensions less than 2 feet wide, or 18 inches high, or 3 feet in length in a hinged wooden box. Paint box and identify with stenciled lettering stating name of equipment, equipment numbers, and words "spare parts".
 4. Prepare and provide a neatly typed inventory of spare parts inserted in watertight plastic sleeve and taped to underside of box cover.

1.05 INSPECTION

- A. Certificate of factory inspection and testing prior to delivery shall be supplied by the manufacturer to the Owner, who shall provide a copy to the Engineer and Contractor.
- B. Upon delivery to the site and prior to unloading; the Contractor, Engineer and Owner shall jointly inspect the materials and products. The Shipping Document or Bill of Loading shall be provided by the shipper and each item shall be verified as delivered. Items delivered shall be checked against the shop drawings to verify that all items were shipped. The manufacturer shall be informed of any discrepancies.
- C. Items shall be carefully inspected to verify that no damage occurred during shipping. If acceptable to Contractor, Engineer and Owner, the products shall be unloaded and stored by the Contractor and the Shipper released.
- D. If products are damaged but can be repaired in the field after discussion with the manufacturer, the products may be unloaded and stored for repair by the manufacturer at a location determined by the Owner and the Shipper released.
- E. If the products are damaged but can only be repaired at the factory or must be replaced, the Shipper will be directed to return the product to the manufacturer.

END OF SECTION

SECTION 01340

SHOP DRAWINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the ENGINEER for approval all shop drawings required by the specification sections.

1.02 SHOP DRAWINGS

- A. Shop drawings shall be prepared by a qualified detailer for CONTRACTOR, subcontractor, supplier, or manufacturer, and shall illustrate some portion of the work, showing fabrication, layout, setting, or erection details.
- B. Identify details by reference to sheet and detail numbers shown on Contract Drawings. Use same symbols used on Contract Drawings to identify shop drawing details wherever practicable.

1.03 PRODUCT DATA

- A. Submit manufacturer's standard schematic drawings:
 - 1. Modify drawings to delete information that is not applicable to the project.
 - 2. Supplement standard information to provide additional information applicable to project.
- B. Submit manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations, and other standard descriptive data.
 - 1. Clearly mark each copy to identify pertinent materials, products or models.
 - 2. Show dimensions and clearances required, performance characteristics and capabilities, wiring diagrams and controls, and any other pertinent data applicable to the project.
- C. Submit manufacturer's certificate of compliance certifying to compliance with specification requirements, applicable reference standards and test data requirements. Include reference to the specification section and paragraph with which the product or materials is intended to comply.

1.04 CONTRACTOR RESPONSIBILITIES

- A. CONTRACTOR shall submit quantities specified in Section 01000 General Requirements.
- B. Submittals shall be made by CONTRACTOR to the ENGINEER with a transmittal form or letter and not by subcontractors, suppliers or manufacturers. CONTRACTOR shall review, stamp with his approval, and submit in orderly sequence all submittals required by the specifications. By approving and submitting items, CONTRACTOR represents that he has verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, and has coordinated each shop drawing with requirements of the project.
- C. The CONTRACTOR shall not begin work that requires submittals until the ENGINEER reviews and approves submittals. The ENGINEER will return an approved copy of the submittal to the CONTRACTOR.
- D. CONTRACTOR'S responsibility for errors and omissions in submittals, or for deviations in submittals from requirements of the Contract Documents, shall not be relieved by review of submittals unless ENGINEER gives written acceptance of specific deviations. The CONTRACTOR shall notify ENGINEER in writing at time of submission of deviations in submittals from requirements of the Contract Documents.

END OF SECTION

SECTION 01450

TESTING AND INSPECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section covers quality control requirements supplementary to those of the General Conditions and other sections of the Technical Specifications.

1.02 QUALITY ASSURANCE.

- A. **Testing Laboratory.** The services of an independent testing laboratory shall be provided by the Owner as deemed necessary by Owner to assure compliance with project specifications. All such testing shall be performed under the direct supervision and control of a qualified professional engineer employed by the laboratory. Contractor will be required to schedule field visits by testing laboratory with his work schedule to achieve Owner's desired testing frequency.
- B. **Requirements of Regulatory Agencies.** If the laws, ordinances, rules, regulations or orders of any public body or authority having jurisdiction require any Work to be specifically inspected, tested or approved by someone other than the contractor, Owner, inspector, testing firm employed by the Owner; the contractor shall give all required notices and make all required arrangements therefore and shall deliver to the Owner certificates of inspection, testing or approval issued by the appropriate public bodies or authorities having jurisdiction. The cost of all such inspections, tests, and approvals shall be borne by the contractor unless otherwise provided in the contract documents.
- C. **Source Quality Control.** To the extent specified herein or in other sections, the testing laboratory shall obtain samples of various materials at the source of supply, at no cost to the Owner, and shall test the materials for compliance with the contract documents. The testing laboratory shall tag, seal, label or otherwise suitably identify the bulk materials so sampled and no such materials shall be used in the Work until the test reports are submitted to and approved by the Owner. The applicable tests shall be repeated at the specified intervals, whenever the source of supply is changed, or whenever the characteristics of the materials change or vary in the opinion of the Owner.
- D. **Test Witnessing.** The Owner may, at his option, witness testing performed at the factory, supplier's test facility or at the testing laboratory. The Owner may inspect fabricated equipment and or witness testing at the factory without cost to the Contractor and without cost from the supplier or manufacturer charged to the Owner. The Contractor shall notify the Owner in sufficient time so that test witnessing and/or factory inspection can be arranged. Factory inspection will be made after manufacturer has performed satisfactory checks, adjustments, tests and operations.

- E. Construction Observation and Inspection. The Owner or Owner's Representative shall perform regular observation and inspection of the Work at the project site. All work shall be performed and constructed under the inspection of the Owner, or Owner's Representative, unless specified otherwise, elsewhere in the contract documents. Such inspection may include mill, plant, and shop or field inspection as required. Any work requiring inspection that is performed or constructed in the absence of the engineering firm shall be considered defective and is subject to rejection.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.01 FIELD SAMPLING

- A. Field samples will be selected and obtained by the testing laboratory or inspector unless otherwise specified.

3.02 CONTRACTOR FURNISHED ASSISTANCE

- A. When requested, furnish access, equipment, facilities and labor assistance at the site as necessary for the duties to be performed by the testing laboratory and inspector including ladders, hoisting, temporary lighting, temporary water supply, and like services.

3.03 TESTING AND INSPECTION

- A. Building Permit and other related permits.
 - 1. Contractor is responsible for obtaining and maintaining all building and other related permits (such as electrical, stormwater, grading, etc.).
 - 2. Contractor shall coordinate all required inspections with his work schedule.
- B. Testing Laboratory
 - 1. Contractor shall coordinate and facilitate all Owner directed quality assurance inspections.
 - 2. Contractor shall be solely responsible for scheduling test laboratories with sufficient notice to facilitate Contractor's work schedule. This includes geotechnical inspections, masonry inspections, rebar inspections by Engineer, concrete inspections and any other required special inspections (e.g. metal structure construction inspections).
 - 3. Contractor shall perform all necessary remedial work resulting from inspections to the satisfaction of the Engineer.

C. Piping

1. Engineer shall inspect and approve all piping prior to backfilling. Contractor shall coordinate inspection with his work schedule.

END OF SECTION

SECTION 01500

CONSTRUCTION AND TEMPORARY FACILITIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. This Section covers the temporary facilities and controls for the Work and is supplementary to the General Conditions. Principal work items are:
 - a) Construction Utilities and Aids.
 - b) Barriers.
 - c) Security Provisions.
 - d) Roads and Access.
 - e) Environmental and Other Controls.
 - f) Traffic Control.
 - g) Field Offices for Inspectors.
 - h) Contractor's Office and Storage Facilities.
 - i) Sanitary Facilities.
 - j) Telephone Services.
 - k) Project Sign for Owner.

B. Related Work Not Included in This Section:

1. Permanent Construction and Facilities.
2. Permanent Utility Services.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Make all necessary arrangements, secure required permits other than those obtained by the Owner, and pay all fees and charges required by public authorities where temporary facilities or controls are located on public property. The Contractor shall abide by the requirements of all regulatory agencies and the Owner.

1.03 WORKING AREAS

- A. Drawings indicate the site and related areas furnished or owned by Owner for prosecution of the Work. Keep all areas clean, orderly, and free of hazards and leave in a clean condition acceptable to Owner and governing authorities. The Contractor shall not use paved street rights-of-way for material storage, concrete batch plants, equipment storage, etc.

1.04 SUBMITTALS

- A. Drawings and Data. Follow procedures for submittal of shop drawings and materials lists. Submit the following:
1. Site barriers to prevent access to the fenced areas showing details and layout. Mark on reproducible prints of site plans.
 2. Layout of temporary access, parking, material and equipment storage areas and traffic/utility corridors: and layout and arrangement of Contractor's offices and storage facilities. Mark on reproducible prints of site plans.
 3. Drawings, sketches, catalog data, brochures and other data to illustrate the location, arrangement, layout, equipment, furnishings and utility services for the field office for the Owner's Representatives. Include calculations and data to demonstrate adequacy of the heating and air conditioning systems.
 4. Details of project sign for Owner, including accurately scaled and dimensioned lettering layout.
 5. Traffic control plan layout through site during construction. Maintain at least one lane in each direction.
- B. Samples
1. Submit paint color samples for Owner's project sign.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.01 CONSTRUCTION UTILITIES

- A. The Owner will furnish potable water for construction and at no charge to the Contractor limited to the quantities and characteristics available at the designated or specified supply points. The contractor shall furnish and install all piping, trucks, tanks, meters, power, generators, lighting, communications and other services necessary to distribute water to the places where work is to be performed. Contractor shall furnish and pay for all other utilities, including energy charges and other fees (except demand charges which the Owner will pay) and temporary facilities for construction purposes including all field and demonstration testing. Conform to Division 16 as to construction power (temporary power) and install power circuits separately from lighting and communication circuits. Maintain power to existing pump stations and treatment plants. Install construction lighting when Work is performed at night or under deficient daylight conditions to ensure proper performance and workmanship and

to provide for inspection and safe working conditions. If power is not available, contractor shall supply sufficient temporary generators at no cost to the Owner.

3.02 CONSTRUCTION AIDES

- A. Comply with OSHA requirements and applicable ordinances, rule, regulations and orders pertaining to construction machinery and equipment, hoists, cranes, scaffolding, staging, material handling facilities, tools, appliances and other construction aids. OSHA requirements shall govern where mandatory: otherwise comply with most stringent requirements.

3.03 BARRIERS

- A. Erect and maintain barriers as required to safeguard the site and Works. Equip gates with hold-opens and padlocks: furnish padlock keys to Inspectors. Construction of galvanized or aluminum chain link fencing or maximum 4-inch opening wire mesh: either new or used materials that are clean and free of hazards. Install on nominal 4-inch square wood posts embedded and braced to withstand 150 lb. transverse load applied to the top. Metal posts may be used in lieu of wood posts. Secure fencing or mesh to posts at maximum 12-inch intervals. Provide doubled posts at gates. Construct fence not less than five feet in height.

3.04 SECURITY

- A. Watchman Services
 - 1. At Contractor's option, furnish watchman services to safeguard and protect the site, work, equipment and materials during all hours that construction operations are not in progress.
- B. Fire Protection
 - 1. Conform to requirements of the local fire authority for fire prevention during construction.

3.05 ROADS AND ACCESS

- A. Transportation Facilities. Investigate the availability of transportation facilities and make necessary arrangements for delivery of materials and equipment to the site or excavated material from one area of the site to another. Determine the condition and availability of public roads, access, rights-of-way, railroad crossings and associated restrictions, bridge load limits and other limitations affecting transportation and ingress and egress at the site.
- B. Site Access
 - 1. Access to the site is by dirt road. Maintain site and roadway ditches, culverts, and similar items as required.

3.06 SPECIAL CONTROLS

A. Noise Control

1. Comply with OSHA requirements as to allowable noise levels during construction. Equip all internal combustion engines in vehicles and construction equipment with effective mufflers. Prevent noise disturbance to adjoining property owners and the public.

B. Mud, Dirt and Dust Control

1. Sprinkle earthmoving and other places where construction activities create a dust nuisance at frequent intervals and not less than twice daily during earthmoving operations. Be responsible for all damage resulting from dust and mud produced by construction operations. All vehicles that transport gravel, sand or earth shall be covered prior to haul to prevent loss of material to public streets. At the south end of the existing asphalt access road on the site, the Contractor shall provide a stabilized construction entrance in accordance with CDOT Standard Plan M-208-1, Sheet 5 of 7, to reduce the amount of mud and dirt tracked by construction vehicles leaving the site.

C. Water Control

1. Perform grading and other operations as required to maintain site drainage. Do not allow surface or groundwater to accumulate in excavations, under structures and control surface water by means of ditches, dams, temporary pumps and piping and other necessary methods. Do not allow mud, silt or debris from dewatering operations or from runoff to flow on to adjoining property.

D. Air Pollution Control

1. Comply with all laws, ordinances, rules, regulations and other restrictions pertaining to air pollution. Do not use any fuel nor perform any operation that emits smoke which is defined as equal to Ringleman No. 2 or darker.

E. Disposal Area

1. The Contractor shall locate a suitable area for legal disposal of surplus and waste construction material from the Work and shall acquire the necessary permits and pay all costs, if any.

F. Access to Work

1. The Owner, its inspectors, agents, consultants and other employees shall at all times and for any purpose have access to the Work and premises used by the Contractor and the Contractor shall provide safe and proper facilities therefore. Included are State of Colorado and Federal representatives and inspectors.

G. Preservation of Property

1. Due care shall be exercised to avoid injury to existing improvements, poles, fences, signs, adjacent property and trees and shrubbery that are not to be moved. If such improvements or objects are damaged, by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition as good as or better than when the Contractor entered upon the Work.

H. Property Corners and Monuments

1. The Contractor shall not disturb any monuments, property corners or survey markers without permission from the Owner and he shall bear the expense of resetting any monuments, property corners or survey markers which may be disturbed without permission.

I. Archaeological Findings

1. Should the discovery of a potential archaeological or historical resource occur during construction, all work in the area of the find shall stop and a qualified archaeologist will be called in to evaluate the situation and make recommendations as to proceeding with the work. If directed to proceed, the Contractor shall conduct operations in the affected area as directed. Delays to construction may be cause for extension of the contract time. Additional work required in the affected area will be paid for by the Owner as agreed with the Contractor.

J. Traffic Control

1. Furnish traffic control as required under Section 01570.

3.07 FIELD OFFICE OF OWNER, ENGINEER AND INSPECTOR

- A. Not required for this project.

3.08 SANITARY FACILITIES

A. Toilet and Washing Facilities

1. Provide temporary chemical toilets and fresh water washing facilities for the use of all workmen at the site. Supply paper, soap and towels and maintain the facilities in a clean and sanitary condition. Contractor shall supply a dedicated facility for the Owner/Engineer field office as stated in section 3.07,C.

B. Drinking Water

1. Maintain a supply of cool pure drinking water at the site, readily available to workmen, with individual disposable drinking cups or a sanitary bubbler fountain.

3.09 TELEPHONE AND INTERNET

- A. Furnish and pay for land line telephone service at the site as required for prosecution of the Work. Furnish and pay for separate local and message unit telephone in field office for Owner, Engineer and Inspector, installed as directed, consisting of two telephone lines and numbers serving the fax and a telephone message unit with push buttons and a "Hold" feature. Owner will reimburse Contractor for any long distance toll charges incurred by Owner, Engineer or Inspector.
- B. Contractor shall also furnish and pay for separate, dedicated high-speed internet service for two computers in the field office for Owner, Engineer and Inspector, installed as directed.

3.10 CONTRACTOR'S OFFICE AND STORAGE FACILITIES

- A. Furnish and maintain offices for the use of Contractor and Subcontractors as necessary for the Work. Furnish and maintain storage buildings and sheds of acceptable appearance and install them in an orderly approved arrangement. Provide gravel paving or equivalent in storage facilities to prevent contamination of stored products and construct access and haul roads as necessary. If any material or equipment to be incorporated into the Work is stored or installed in partially completed structures and/or is not adequately protected, the Owner may install the necessary protection and the Contractor shall pay to the Owner the costs incurred in furnishing such protection.

3.11 PROJECT SIGN FOR OWNER

- A. Not required for this project.

3.12 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary facilities and controls from the site and where the Work is performed when no longer required in the Engineer's opinion. Clean up and restore areas occupied by temporary facilities to acceptable condition.

END OF SECTION

SECTION 01570

TRAFFIC CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing, installing, moving, maintaining and removing temporary traffic signs, advance warning signs, barricades, channelizing devices, delineators, and flagmen as required by the latest revision of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the latest revisions of the Colorado Supplement thereto, in accordance with the Drawings and these Specifications. It is assumed the Contractor will use a combination of shown in the project plans, CDOT S-630-1 Case No 17 and/or Case No. 20.

1.02 REFERENCE STANDARDS.

- A. Federal Highway Administration; Manual on Uniform Traffic Control Devices.
- B. Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction, current version; Subsection 107.10 and Section 630.
- C. Colorado Department of Transportation, Standard Plans, S Standards, current version.

1.03 SUBMITTALS

- A. Review, by Engineer or Owner, of the Contractor's Traffic Control Plan (TCP) and Methods of Handling Traffic (MHT's) in no way limits or removes from the Contractor the full responsibility for the safe and effective handling of traffic both vehicular and pedestrian through or around the project.
- B. Traffic Control Plan. Traffic control, both vehicular and pedestrian, through the construction area is the responsibility of the Contractor. The Contractor shall prepare a Traffic Control Plan (TCP) to be submitted with the return of the signed agreement. The TCP shall include a schedule of traffic control devices to be used on the project, general layout of devices, situations that may require use of flaggers and/or pilot cars, and methods of notifying public of impending traffic changes. The Engineer or Owner will review the TCP for general coordination of the project.
- C. Methods of Handling Traffic (MHT). The Contractor shall control traffic in accordance with the Traffic Control Plan (TCP). To implement the TCP, the Contractor shall develop and submit a method for handling traffic (MHT) for each different phase of construction, which shows the Contractor's proposed construction phasing and proposed traffic control devices consistent with the TCP. If at any time the Contractor desires to change the MHT, it shall be considered a different phase requiring a new MHT.
- D. Each MHT shall be submitted to the Engineer/Owner before the corresponding

phase of construction will be allowed to begin. The initial MHT shall be submitted a minimum of 10 days prior to the start of work on the project. All successive MHT's shall be submitted to allow reasonable time for review. MHT's for work in CDOT rights-of-ways shall be submitted a minimum of thirty (30) days prior to commencement of related work.

- E. The proposed MHT shall include detailed information as contained in Section 630.09 of the CDOT Standard Specifications.
- F. The Contractor shall continually review their methods of handling traffic. If revisions are needed for the safe movement of traffic through or around the work areas, the Contractor shall implement the revisions immediately. The Contractor shall notify the Engineer/Owner of all changes made.

PART 2 PRODUCTS

2.01 GENERAL

- A. All materials shall conform to the applicable portions of the Reference Standards.

2.02 BARRICADES

- A. Minimum 8' wide on movable skids.

2.03 DETOURS

- A. As required by the project.

2.04 ROAD RESTRICTIONS

- A. As required by the project.

2.05 FLAGMEN

- A. Certified flaggers only. Provide as needed, as directed by Engineer or as stated on Drawings to control traffic encroaching in construction zone.

2.06 BARRICADES, CHANNELIZING DEVICES, FLASHING WARNING LIGHTS

- A. Provide for all work areas, open trenches, lane closures, equipment and material storage, etc., and as called for on the Drawings and located within limits of construction. Protection to be in place 24 hours per day and device inspection shall be seven days per week.

2.07 TRAFFIC CONTROL MANAGEMENT

- A. Provided by a certified traffic control supervisor on a 24-hour per day basis. An after hours contact shall be provided for every calendar day from the first placement of traffic control devices until all devices are removed. Any changes to this contact shall be submitted to the Engineer and to Dispatch Services.

END OF SECTION

SECTION 01580

CONSTRUCTION SURVEYING

PART 1 GENERAL

1.01 SUMMARY

- A. This work consists of the construction surveying, calculating, and staking necessary for the construction of all elements of the project. The Contractor is ultimately responsible for all project construction surveying utilizing employees or subcontractors experienced and competent in the performance of construction surveying. Work within Public or Private Right-of-Ways (CDOT, UPRR, I-70, etc.) must be performed under the supervision of a Professional Land Surveyor (PLS) who is experienced and competent in construction surveying and registered in the State of Colorado. Locating, preserving, referencing, installing, and restoring land monuments and the determination of land lines shall be done in accordance with Section 629 of the referenced standards. The PLS shall be available to review work, resolve problems, and make decisions in a timely manner.
- B. The Contractor shall be responsible for paying and coordinating PLS directly for all work efforts.

1.02 REFERENCE STANDARDS

- A. The Standard Specification for this item is the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (Section 625) and as modified herein. Survey procedures shall be in conformance with the CDOT Survey Manual:

(http://www.dot.state.co.us/Survey_Manual/Index.cfm).

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.01 GENERAL

- A. The Contractor shall furnish all personnel, materials, and traffic control necessary to perform the required construction surveying. All surveying equipment, including Electronic Distance Meters, tapes, tribrachs, theodolites, total stations, GPS receivers, and levels shall be calibrated prior to the start of work. EDM's, total stations, and GPS receivers, and shall be checked on a National Oceanic and Atmospheric Administration (NOAA) calibrated baseline. Equipment calibration accuracy and adjustments made to meet requirements specified in the Colorado Department of Transportation (CDOT) Survey Manual shall be documented in the Survey Records. Traffic control shall be in accordance with

the requirements of Section 01570.

- B. The horizontal and vertical control for this project has been established as shown on the plans. All available information defining the extent of that control is provided on the plans, or is available from the Project Engineer.
- C. A Pre-survey Conference shall be held, along with the preconstruction meeting, prior to performing any survey work. The Engineer, Contractor's Superintendent, Contractor's Surveyor (PLS) and Party Chief shall attend. A surveying work schedule shall be submitted to the Engineer for review prior to the preconstruction conference.
- D. The Contractor shall check all established control points, and verify and document their accuracy, prior to using them for construction surveying control.

3.02 CONTRACTOR SURVEYING

- A. The Contractor shall perform all construction surveying and staking that is necessary for construction of the project. Construction surveying and staking shall be based on the survey control established and provided by the Engineer.

3.03 STAKING

- A. Acceptable staking placement intervals for the various construction survey control operations are described in the CDOT Survey Manual. Stationing shall be established in the field on centerline with or without an approved offset.

3.04 ACCURACY AND TOLERANCES

- A. Accuracy of surveys and survey tolerances shall be as specified in the Contract or the CDOT Survey Manual. If a discrepancy should occur, the higher degree of accuracy or the more restrictive tolerance shall apply.

3.05 RESPONSIBILITY AND INSPECTION

- A. Supervision and coordination of construction surveying is the Contractor's responsibility. The Engineer may inspect the Contractor's surveying; however, such inspection will not relieve the Contractor of any responsibility for accuracy or completeness of work. The Contractor shall check the work to verify the accuracy and include documentation of this check in the Survey Records. All Contractor surveying inaccuracies, errors, or omissions shall be corrected at the Contractor's expense. Engineer's inspection or the Contractor's corrections shall not entitle the Contractor to additional cost to the Owner or contract time extension.

3.06 RESET CONTROL AND STAKES

- A. Control points, bench marks, and other significant stakes that are damaged, destroyed, or made inaccessible by the progress of construction shall be replaced, transferred or re-established at the Contractor's expense. Points to be reset that are identified as Control Monuments or Right-of-Way Monuments, and all other monuments and points that are required by law or regulation to be

established and recorded by a PLS shall be reset in accordance with Section 629.

3.07 CHANGES

- A. All changes in lines and grades required by field conditions, and all discrepancies in grades, alignment, location, or dimensions detected by the Contractor shall be immediately submitted to the Engineer in writing. No changes in given data or plans will be allowed unless approved in writing by the Engineer. All changes shall be documented in the survey records.

3.08 SURVEY RECORDS

- A. Survey records shall be completed as the work is done. Field survey notes for construction surveying and checking by the Contractor shall be recorded in survey records in conformance with the format given in the CDOT Survey Manual. If an electronic format is used, it shall contain the same information and format as required in the Survey Manual for written documentation.
- B. Initial staking for major Process Structures shall be done from two independent setups. An independent check shall be made by the Contractor and shown in the survey records for all Process Structures.
- C. All survey records generated shall be the property of the Owner and shall be available to the Engineer for inspection or reproduction at all times. All survey records shall be transmitted to the Engineer for inclusion into the project records before final project acceptance. All survey records shall be stamped with the seal of, and signed by, the responsible PLS identified in Subsection 625.01.
- D. Copies of the Survey Records for all completed survey work shall be submitted to the Engineer prior to payment of the monthly estimate.

END OF SECTION

SECTION 01590
EROSION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Contractor will be responsible for the development of a Storm Water Management Plan (SWMP). The SWMP shall include the use of Best Management Practices (BMP's) in constructing, installing, maintaining, and removing, when required, erosion control measures during the life of the Contract to prevent or minimize erosion, sedimentation, and pollution of any state waters as defined in subsection 107.25 (CDOT Spec), including wetlands.
- B. The project SWMP shall be submitted to Owners representative prior to the start of construction. The Owners representative will review the SWMP and return to the Contractor with any revisions deemed necessary.
- C. The Contractor will be responsible for the implementation of the SWMP. Contractor shall coordinate the construction of temporary erosion control measures with the construction of permanent erosion control measures to assure economical, effective, and continuous erosion control throughout construction.

1.02 REFERENCE STANDARDS

- A. The erosion control specifications contained in the Colorado Department of Transportation Standard Specifications for Road and Bridge Construction (CDOT Spec) are the basis of this specification section with modification herein. Where specific reference to the CDOT Spec is noted those portions are applicable to performance and incorporation of the erosion control work.

1.03 PROJECT REVIEW

- A. Contractor shall submit modifications to reviewed erosion control measures in a written statement to Owner. The written statement shall include the following minimum information:
 - 1. Reasons for changing the erosion control measures.
 - 2. Diagrams showing details and locations of all proposed modified, additional, or alternative erosion control measures.
 - 3. Schedules for accomplishing all erosion and sediment control work.
 - 4. Effects on permits or certifications caused by the proposed changes and additions.
- B. Owner will review the written statement of modifications and make comments in writing within 10 days after the submittal. Owner may order additional control

measures if the measures proposed by the Contractor prove to be insufficient. The Contractor shall be responsible for any amendment to permits or certifications required as a result of the changes. The changes to the erosion control measures shall not be reason for extension of contract time.

PART 2 PRODUCTS

2.01 BEST MANAGEMENT PRACTICES

- A. Contractor is responsible to determine materials and equipment needed to implement and maintain their Storm Water Management Plan.

PART 3 EXECUTION

3.01 EROSION CONTROL MANAGEMENT

- A. The Contractor shall assign to the project an employee to serve in the capacity of the Erosion Control Supervisor (ECS). The ECS shall be experienced in all aspects of construction and shall have knowledge and experience in Storm Water Management issues.
- B. The ECS responsibilities shall be as follows:
 - 1. Ensure compliance with all water quality permits or certifications in effect during the construction work.
 - 2. Directly supervise the installation, construction, and maintenance of all erosion control measures specified in the Contract and coordinate the construction of erosion control measures with all other construction operations.
 - 3. Direct the implementation of suitable temporary erosion and sediment control features as necessary to correct unforeseen conditions or emergency situations.
 - 4. Direct the dismantling of those features when their purpose has been fulfilled unless the Owner directs that the features be left in place. If removed, the area in which these features were constructed shall be returned to a condition reasonably similar to that which existed to its disturbance.
 - 5. Inspect, with the Owners representative, all erosion control features implemented for the project at least once every 14 days, after each storm event that causes surface runoff, and as required by the Owner. A report shall be submitted to the Owner's representative after every inspection and shall become part of the project records. The appropriate form for this report will be supplied by the Owner. The inspections shall be made during the progress of the work, during work suspensions, and until final acceptance of the work. During free time, inspections shall take place at least every 30 days, or as directed.
 - 6. Attend all project scheduling meetings.

7. Upon the Owner's request, implement necessary actions to reduce anticipated or presently existing water quality or erosion problems resulting from construction activities. The criteria by which the Owner initiates this action may be based on water quality data derived from monitoring operations or by any anticipated conditions (e.g., predicted storms) which the Owner believes could lead to unsuitable water quality situations.
8. Make available, upon the Owner's request, all labor, material, and equipment judged appropriate by the Owner to maintain suitable erosion and sediment control features.

3.02 EROSION CONTROL

- A. Under no conditions shall the surface area of erodible earth material, exposed at one time by clearing and grubbing, and earthwork operations exceed 34 acres (140,000 m²): 17 acres (70,000 m²) for clearing and grubbing, plus 17 acres (70,000 m²) for earthwork operations. The Contractor shall permanently stabilize each 17 acre (70,000 m²) increment of the project immediately upon completion of the grading of that section. Once earthwork has begun on a section, it shall be pursued until completion.
- B. The duration of exposed, uncompleted construction to the elements shall be as short as practicable. Completed areas shall be permanently stabilized within seven days after completion. Disturbed areas where work is temporarily halted shall be temporarily stabilized within seven days after the activity ceased, unless work is to be resumed within 30 days after the activity ceased. Payment for this work will be made at a negotiated portion of the Contract lump sum price if the work was abandoned due to no fault or negligence of the Contractor. Payment will not be made for temporary stabilization required by the Contractor's negligence, by the lack of proper Contractor scheduling, or for the convenience of the Contractor.
- C. Clearing and grubbing operations shall be scheduled and performed so that grading operations and permanent stabilization measures can follow immediately thereafter if the project conditions permit. Otherwise temporary stabilization measures may be required between successive construction stages. No payment will be made for additional work required because the Contractor has failed to properly coordinate the entire erosion control schedule, thus causing previously seeded areas to be disturbed by operations that could have been performed prior to the seeding.
- D. Upon failure of the Contractor to coordinate the permanent stabilization measures with the grading operations in a manner to effectively control erosion and prevent water pollution, the Owner may suspend the Contractor's grading operations and withhold monies due to the Contractor or current estimates until such time that all aspects of the work are coordinated in an acceptable manner. Unforeseen Conditions. The Contractor shall design and implement erosion and sediment control measures for correcting conditions unforeseen during the design of the project, or for emergency situations, that develop during construction. The Colorado Department of Transportation's Erosion Control and

Stormwater Quality Guide shall be used as a reference document for the purpose of designing erosion and sediment control measures. Measures and methods proposed by the Contractor shall be reviewed and approved in writing by the Owner prior to installation.

E. Work Outside the Right of Way

1. In areas off the right-of-way that are used by the Contractor, and which include but are not limited to borrow pits, haul roads, storage and disposal areas, maintenance, batching areas, etc., erosion and sediment control work shall be performed by the Contractor at the Contractors expense.

F. Construction Implementation

1. The Contractor shall incorporate into the project all erosion and sediment control features, as well as spill prevention and containment measures, at the earliest practical time as outlined in the accepted schedule.

G. Stabilization

1. Permanent stabilization means to cover disturbed areas with final seed and mulch, as indicated on the plans. When required in the plans, as erosion control blanket shall be used in combination with the final seed and mulch. Temporary stabilization means to cover disturbed areas with seed, mulch, and a tackifier, or a combination seed/mulch/tackifier, or to use a soil stabilization technique such as surface roughening. Other permanent or temporary soil stabilization techniques can be proposed, in writing, by the Contractor and used upon approval, in writing, by the Owner.

H. Maintenance

1. The Contractor shall continuously maintain all erosion and sediment control features so that they perform their intended function during construction and work suspensions until the project is accepted.
2. Sediment shall be removed from behind the silt fence when it accumulates to one half the exposed geotextile height.
3. From the time seeding and mulching work begins, until the date the project is declared complete, the Contractor shall keep all seeded areas in good condition at all times. Any damage to seeded areas or to mulch materials shall be promptly repaired, as directed.
4. If the Contractor fails to maintain the erosion and sediment control features in accordance with the Contract, or as directed by the Owner, the Owner may at the expiration of a period of 48 hours, after having given the Contractor written notice, proceed to maintain the features as deemed necessary. The cost, thereof, will be deducted from any compensation due, or which may become due to the Contractor under this Contract.
5. Temporary erosion and sediment control measures shall be removed

upon completion of the project unless otherwise directed by the Owner. At the completion of the Contract, removed salvageable temporary erosion control items shall become the property of the Contractor.

6. Temporary erosion and pollution control measures required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, shall be performed at the Contractor's expense.
7. In the case of repeated failures on the part of the Contractor in controlling erosion, sedimentation, and/or water pollution, the Owner reserves the right to employ outside assistance to provide the necessary corrective measures. Such incurred direct costs, plus project engineering costs, will be charged to the Contractor and appropriate deduction will be made from monies due the Contractor.

I. Disposal of Sediment

1. Sediment removed during maintenance of erosion control features shall remain onsite and may be used in or on embankment provided it meets the conditions of Section 203 (CDOT Spec).

3.03 CONSTRUCTION OF EROSION CONTROL MEASURES.

- A. Silt fence shall be installed in locations specified in the Contract prior to any grubbing or grading activity.
- B. Erosion control measures shall be constructed as specified in the Contract and in accordance with Sections 212, 213, and 216.
- C. Seeding, Mulching, and Sodding shall be performed in accordance with Sections 212 and 213.
- D. Erosion Bales shall be hay, straw, or other approved material containing approximately 5 cubic feet (0.14 m³) of material and weighing not less than 35 pounds (16 kg). Erosion Bales shall be string-tied. Gaps between bales shall be filled with straw or hay to obtain tight joints. The bales shall be placed embedded into the soil and shall be anchored securely to the ground with wood stakes. Stakes shall have a minimum diameter or cross section dimension of two inches (50 mm). Re-bars shall not be used.
- E. Posts shall be metal or wood with a minimum length of 42 inches (1 m). Metal posts shall be "studded tee" or "U" type with minimum weight of 1.33 pounds per linear foot (1.98 kg/m), and wood posts shall have a minimum diameter or cross section dimension of two inches (50 mm).
- F. Temporary berm shall be constructed of compacted soil and shall be graded so as to drain to a designated outlet. Berm shall be constructed to the dimensions shown in the Contract and compacted with a minimum of two passes of a rubber tired vehicle, preferably a grader wheel.
- G. Temporary Diversions shall have the slope and channel stabilized within 14 days

of installation, unless otherwise directed or specified in the Contract. The diversion shall be installed prior to any upslope land disturbance.

- H. Temporary slope drains shall consist of fiber mats, plastic sheets, stone concrete or asphalt gutters, half round pipe, metal or plastic pipe, wood flume, flexible rubber, or other materials which can be used as temporary measures to carry water accumulating in the cuts and on the fills down the slopes, prior to installation of permanent facilities or growth of adequate ground cover on the slopes. All temporary slope drains shall be securely anchored to the slope. The inlets and outlets of temporary slope drains shall be protected to prevent erosion.
- I. Brush barriers shall be constructed at the time of clearing and grubbing and consist of brush, limbs, root mat, weeds, vines, soil, rock, and unmerchantable timber. The barrier shall be covered by a filter fabric.
- J. Check dams shall be constructed of stone or logs. Stone shall meet requirements of Section 506. Logs shall be obtained, if possible, from clearing operations on the project. Sediment shall be removed from behind the check dam when it has accumulated to one half of the original height of the dam.
- K. Riprap outlet protection shall conform to Section 506. Geotextile used shall be protected from cutting or tearing. Overlaps between two pieces of geotextile shall be one foot (300 mm) minimum.
- L. Storm drain inlet protection measures shall be constructed in locations and with materials and techniques specified in the Contract. Construction shall be in a manner that will facilitate maintenance, and minimize interference with construction activities.
 - 1. At excavated drop inlet sediment traps, sediment shall be removed when it has accumulated to one half the design depth of the trap. Storm drain inlet protection measures shall be removed when upstream disturbed areas have been stabilized.
- M. Temporary sediment traps or basins shall be installed before any land disturbance takes place in the drainage area. If an excavated trap or basin is required, then the excavated soil may be used to construct the dam embankment, provided the excavated soil meets the requirements of Section 203.
 - 1. Area under the embankment shall be cleared, grubbed, and stripped of all vegetation and root mat. Fill material for the embankment shall be free of roots or other woody vegetation, organic material, large stones, and other objectionable material.
 - 2. Embankment construction shall conform to Section 203. Sediment shall be removed from the trap or basin when it has accumulated to one half of the wet storage depth of the trap or basin. Original grades shall be re-established upon completing the use of temporary sediment basin.
- N. Concrete Washout Structure shall be designed and constructed by Contractor

contain washout from concrete placement and construction equipment cleaning operations.

- O. A stabilized construction entrance shall be constructed to eliminate dirt and debris from entering the public right of way. The stabilized entrance shall conform to Section 208.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

- A. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to provide all documents, information and items as specified herein.

1.02 PROJECT RECORD DOCUMENTS.

- A. Maintain at the job site one record copy of the following (updated daily):
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed Shop Drawings.
 - 5. Change Orders.
 - 6. Other Modifications to Contract.
 - 7. Field Test Records.
- B. Do not use record documents for construction purposes. Maintain documents in clean, dry legible condition, apart from documents used for construction.
- C. Label each document "Record Document". Mark all information with contrasting color using ink. Keep each record current. Do not permanently conceal any work until required information is recorded.
- D. Record following information on Drawings:
 - 1. Northing and Easting coordinates for all building corners and all buried pipes and utilities (at ends, changes in alignment, fittings and valves). Coordinates shall be in the project coordinate system.
 - 2. Building Locations and depth of foundation elements.
 - 3. Horizontal and vertical location of underground utilities.
 - 4. Location of internal utilities and appurtenances concealed in construction.
 - 5. Structural, architectural, mechanical and electrical installations.

6. Field changes of dimension and detail.
 7. Changes by Change Order or field order.
 8. Details not on original Contract Drawings.
- E. Record following information on Specifications:
1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
 2. Changes by change order or field order.
 3. Other matters not originally specified.
- F. Maintain Shop Drawings as record documents recording changes made after review as specified for Drawings above.
- G. At completion of project, deliver record documents to Engineer with transmittal letter containing date, project title and number, contractor's name and address, title and number of each record document, and certification that each document is complete and accurate. Submittal shall be signed by Contractor or his authorized representative.

1.03 CLOSEOUT PROCEDURES.

- A. The following project closeout procedure defines the responsibilities of the Contractor, Owner and Engineer in closing the project. Closeout may be conducted by areas or portions of the work if required by the project or requested by Owner.
1. Step 1: Contractor advises Engineer in writing that he has reached "Substantial Completion" and provides a list of items to be completed or corrected.
 - a. Completion of all testing and training required.
 - b. Have all utilities connected and operational.
 - c. Dismantled and removed temporary construction facilities.
 - d. Completion of Plant Startup and diversion of sewage to the new facility as shown and/or specified.
 2. Step 2: Engineer inspects the work to determine if it is substantially complete, and issues a Certification of Substantial Completion plus a "punch list" of items to be completed or corrected.
 3. Step 3: Contractor completes and/or corrects all punch list items and notifies in writing that his work is ready for final inspection. At this time, a final application for payment is submitted to the Engineer.

- a. Engineer's and Contractor's punch list of deficiencies from the substantial completion inspection stating how each item has been corrected or otherwise resolved.
 - b. Submit a final meter reading for all utilities, a measured record of stored fuel and chemicals and similar data as of the time of final inspection.
 - c. Complete listing of all consumables and spare parts used by the contractor to service the elector-mechanical equipment after testing.
 - d. Submittal of Record Drawings.
 - e. Notify the Engineer that the facility is ready for the final inspection including the punch list items and that all marred or damaged finishes have been repaired or restored in the notification letter.
4. Step 4: Engineer makes final inspection. When the Work is found to be acceptable under the Contract Documents, and the contract fully performed, Engineer will issue a final Certificate of Payment.

1.04 RE-INSPECTION FEES

- A. Should the Contractor fail to complete and/or correct all punch list items such that additional inspections are required by the Engineer, the Contractor will be billed at the Engineer's current rate for additional services. If the Contractor has any question with regard to any items on the punch list, he is to request clarification before final inspection.

1.05 FINAL PAPERWORK

- A. Prior to release of final payment, the General Contractor shall deliver the following items to the Engineer:
 1. Inspection Certificates, as applicable.
 2. Equipment and material guarantees/warranties.
 3. General Contractor's two-year guarantee of materials and workmanship.
 4. Materials and Equipment Manuals and Spare Parts as specified.
 5. All other guarantees, warranties and submittals, as specified.
 6. Receipts for extra materials delivered to the Owner.
 7. Make final change-over of locks and deliver keys.
 8. Final application for payment.
 9. Contractor's affidavit of release of liens (Spec. Section 00691).

10. Consent of surety to final payment (Spec. Section 00692).

11. Final Project Record Documents

The purpose of final project record documents is to provide factual information regarding all aspects of work, both concealed and visible, to enable future modification of work to proceed without lengthy and expensive site measurement, investigation, and examination.

a. Transfer of Data to Drawings

- i) Carefully transfer all data to a clean set of drawings, coordinating changes as required.
- ii) Clearly indicate at each affected detail and other drawing, a full description of changes made during construction, and the actual location of items to be located.
- iii) Call attention to each entry by drawing a "cloud" around the area/s affected.
- iv) Make changes neatly, consistently, and with the proper media to assure longevity and legibility.

b. Transfer of Data to other Documents

- i) If documents other than drawings have been kept clean during progress of work, and if entries thereon have been orderly and acceptable to the Engineer, the job set of those documents other than drawings will be accepted as final record documents.
- ii) If any such document is not acceptable to the Engineer, secure a new copy of that document from the Engineer at Engineer's usual charge for reproduction and handling, and carefully transfer the changed data to the new copy for acceptance by the Engineer.

c. Changes subsequent to acceptance

- i) Contractor has no responsibility for recording changes in work subsequent to final completion, except for changes resulting from warranty work.

12. Contractor acknowledgement of Date of Substantial Completion.

13. Provide copy of all certificates and approvals required from outside agencies, i.e. State Electrical Board.

14. The above items are described in following articles or applicable sections of the Specifications.

15. Inspection Certificates. Each subcontractor shall, upon completion of the Work, secure in triplicate from any state or local governing bodies having jurisdiction in dictating that the Work is in strict accordance with the applicable codes and deliver the same to the General Contractor for transmittal to the Owner.

1.06 WARRANTY

- A. The General Contractor and each subcontractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other Work resulting therefore, which shall appear in his Work within the specified Warranty Period, as specified in the Supplementary General Conditions. The Contractor's warranty shall begin upon issuance of the Notice of Acceptance and in accordance with the terms of any special warranties provided in the Contract. The Owner shall give notice of observed defects with reasonable promptness.
- B. A final warranty inspection will be required thirty (30) days prior to expiration of the warranty.
- C. Upon completion of his Work, the General Contractor shall deliver to the Engineer in duplicate, a written warranty based on the provision of the Article properly signed and notarized. Warranty shall be address to the Owner and assembled in a binder with a durable plastic cover and with a table of contents.
- D. The warranty period shall begin upon acceptance by Owner with written Notice of Substantial Completion.
- E. In the event that multiple or phased system startups are required, warranty periods will begin upon acceptance by Owner with written Notice of Substantial Completion for each system after successful startup of the complete system.
- F. Equipment warranties shall be the greater of the manufacturer's standard warranty and the project warranty requirement stated in the Supplemental General Conditions.

1.07 FINAL CLEANING.

- A. Prior to final inspection, the contractor shall clean all interior and exterior surfaces exposed to view but shall avoid disturbing natural weathering of exterior surfaces.
 1. Exterior Cleaning (During Construction)
 - a. Construction debris shall be confined in strategically located container(s) covered to prevent blowing by wind. Debris shall be removed from the work area to container daily. Debris shall be hauled from the site once a week at a minimum.
 - b. Keep weeds and other vegetation trimmed to 3 inch max height.
 - c. Remove soils, sand, and gravel deposited on paved areas and walks as required to prevent muddy or dusty conditions.

- d. Comply with stormwater general permit requirements and monitor and employ best management practices.
- 2. Exterior Cleaning (Final Cleaning)
 - a. Remove trash and debris containers from the site. Reseed areas disturbed by location of debris containers.
 - b. Broom clean all paved surfaces.
 - c. Rake clean other surfaces of grounds.
- B. The contractor shall comply with all safety standards and shall not bury or burn waste on the site.

1.08 CERTIFICATE OF FINAL COMPLETION

- A. The Owner/Engineer will issue a Certificate of Final Completion in writing after successful plant startup with proper operation and control, correction of all punch list items, receipt and acceptance of the verification letter, and all items in Project Closeout section are completed.

END OF SECTION

SECTION 02101

REMOVAL OF STRUCTURES AND OBSTRUCTIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This Work shall consist of furnishing all labor, equipment, materials and miscellaneous items for the removal and satisfactory disposal or abandonment in place of all fences, signs, structures, old pavements, roads, sidewalks, retaining walls and any other obstructions. It shall also include salvaging of designated materials and backfilling the resulting trenches, holes, and pits.
- B. This Work shall include sawing concrete and asphalt in reasonably close conformity with the dimensions of these Specifications to create lines of weakness in order to facilitate controlled breaking for removal.

1.02 SUBMITTALS

- A. Copies of written agreements for disposal areas will be given to the Engineer before work begins.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

3.01 GENERAL

- A. Contractor shall meet with Owner to determine which items are to be removed and which are to be salvaged. The Contractor shall remove and dispose of all signs, structures, fences, old pavements, abandoned pipelines, and other obstructions. All salvageable materials noted shall be removed, without unnecessary damage, in sections or pieces that may be easily transported and stored.

3.02 DISPOSAL

- A. It is the Contractor's responsibility to dispose of all materials that are not deemed salvageable.
- B. Where portions of structures are to be removed, the remaining portions shall be prepared to fit new construction. The work shall be done in accordance with Drawings, and in such manner that materials to be left in place shall be protected from damage; all damage to portions of structures to remain in place shall be repaired by the Contractor at his expense. Reinforcing steel projecting from the remaining structure shall be cleaned and aligned to provide bond with new extension.

3.03 SALVAGE

- A. Salvage all items shown on the Drawings. During demolition, Owner or his representatives may designate additional materials to be salvaged rather than disposed. All salvage materials shall be removed from the job site by the Contractor and stored at a site to be designated by the Owner.

3.06 SAFETY

- A. Operations that may damage or constitute a hazard to the traveling public will not be permitted. Contract shall abide by OSHA standards.

3.07 REMOVAL OF CULVERTS AND OTHER DRAINAGE STRUCTURES

- A. Culverts and other drainage structures in areas under traffic use shall not be removed until satisfactory arrangements have been made to accommodate traffic.
- B. Where portions of existing structures lie wholly or in part within the limits of a new structure, they shall be removed as necessary to accommodate the construction of the proposed structure.

3.10 ABANDONMENT OF MANHOLES, CATCH BASINS, INLETS, ETC.

- A. Remove all portions of structure to 12 inches below finish grade. Fill all voids with concrete or Class 1 Structure Backfill (95% Standard Proctor density). Backfill to surface with concrete, Class 6 aggregate and/or bituminous asphalt or topsoil to match final surface treatment.

END OF SECTION

SECTION 02200

EXCAVATION AND EMBANKMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to perform all clearing and grubbing, excavation, backfilling, compacting, testing and related work not specified elsewhere, as shown on the Drawings and required by the Specifications.
- B. All work within the rights-of-way of the Federal Government, the Colorado Division of Highways, County Governments or Municipal Governments shall be completed in compliance with requirements issued by those agencies. All such requirements shall take precedence over these Specifications. It shall be the Contractor's responsibility to secure all required permits and pay all costs thereof to complete work in accordance with specifications.

1.02 REFERENCE STANDARDS

- A. Colorado Department of Transportation, "Standard Specifications for Road and Bridge Construction," latest edition.

1.03 SUBMITTALS

- A. The Contractor shall prepare and submit information for all imported fill material.

1.04 FIELD CONDITIONS

- A. Existing Utilities. Underground utilities, except service lines, known to the Engineer have been shown on the Drawings. Locations are approximate, only, and may prove to be inaccurate. The Contractor is responsible for verification of the existence, location and protection of all utilities within the construction limits.
 - 1. Before commencing with work, the Contractor shall notify all public and private companies who may have utilities within the project limits. The Contractor shall coordinate with these entities all excavation performed. The Contractor shall obtain all permits required by utility owners.
 - 2. In the event of damage to any existing utility, the Contractor shall be solely responsible for the repair and payment for repair of all such damage.
 - 3. The Contractor shall make arrangements for and pay all costs for relocation of utilities requiring relocation as indicated on the Drawings. Should utility obstructions, not shown on the Drawings, be encountered and require relocation, the Contractor shall notify the Owner and the

Engineer and shall make arrangements necessary for such relocation.
The Owner shall pay the costs for such relocation.

- B. Existing Improvements. The Contractor shall restore or protect from damage all existing improvements encountered in performance of the work. Improvements damaged as a result of this work shall be restored to original condition or better, as determined by the Engineer.
 - 1. Adjacent property shall be protected by the Contractor from any damage. The Contractor shall be held solely liable for any damage to adjacent property and shall be responsible for all costs resulting from repair of such damage.
- C. Soil Conditions. It shall be the responsibility of the Contractor to examine soil conditions and characteristics, including the presence of groundwater that will be encountered within the limits of construction.

1.05 PROTECTION OF WORK

- A. Safety. All excavations shall be protected by barricades, lights, signs, etc. as required by governing federal, state and local safety codes and regulations.
- B. Sheet piling, shoring and bracing. Except where banks are cut back on a stable slope, provide and maintain sheet piling, shoring and bracing systems necessary to protect adjoining grades and structures from caving, sliding, erosion or other damage, and suitable forms of protection against bodily injury, all in accordance with applicable codes and governing authorities.
 - 1. Remove sheet piling and shoring systems as excavations are backfilled in a manner to protect the construction or other structures, utilities or property. Do not remove any sheet piling after backfilling.
 - 2. Sheet piling and shoring systems shall be structurally designed and sufficiently braced to provide necessary restraining of retained backfill. Prior to installation of such systems, methods of installation and materials proposed shall be discussed with and approved by Engineer. All systems shall be in strict compliance with local, state and federal safety regulations. Contractor is solely liable for non-compliance.
- C. Site Drainage. Excavation to be protected from surface water drainage at all times. At no time shall excavated area be allowed to fill with storm water runoff. Contractor shall provide proper, temporary drainage structures at his cost to detour runoff from excavated areas.

1.06 BLASTING

- A. No blasting shall be permitted without written consent of the Engineer. Blasting shall be done only after Engineer receives permission from the appropriate governmental authority(ies). Blasting shall be performed only by properly licensed, experienced individuals and in a manner such that no damage to any

property or persons will occur due to either the blast or debris.

- B. Contractor shall provide proof of insurance as required by these Specifications, the governing authority or as required by Engineer prior to any blasting. All damage as the result of blasting shall be repaired, at the Contractor's expense, to the satisfaction of the Engineer. All earth or rock loosened by blasting shall be removed from excavations prior to proposed construction.

1.07 CONSTRUCTION IN STREETS

- A. When construction operations are located within streets, make provisions at cross streets and walks for free passage of vehicles and pedestrians. Do not block streets or walks without prior approval. Pedestrian routing plans shall be shown on Traffic Control Plans.

PART 2 PRODUCTS

- A. All materials for construction fills and backfills shall meet specified requirements for gradation and other factors defining suitability for the intended use. All classes of suitable material shall be free from perishable matter, debris, frozen material and stones and/or cemented pieces larger than permitted by the specified gradation. Classification of materials shall be as follows:

2.01 EXCAVATION

- A. Excavation shall consist of the excavation of all materials of whatever character required for the Work, obtained within the right-of-way, including surface boulders and excavation for ditches and channels not being removed under some other item.

2.02 MATERIALS FOR EMBANKMENT

- A. Embankment material shall consist of approved material acquired from excavations, hauled and placed in embankments in reasonably close conformity with the line, grades, thicknesses and typical cross sections shown on the plans or as designated.
- B. When source of embankment material is not designated on the plans, approval of the source will be contingent on the material having a resistance value of at least that shown on the plans, when tested by the Hveem Stabilometer, and a maximum dry density of not less than 90 pounds per cubic foot.

2.03 TOPSOIL

- A. Topsoil shall consist of selectively excavated, loose, friable loam reasonably free of admixtures of sub-soil, refuse, stumps, roots, rocks, brush, weeds or other material which would be detrimental to the proper development of vegetative growth; topsoil to be free of any stone or rock greater than 3" in size.

PART 3 EXECUTION

3.01 CLEARING AND GRUBBING

A. Preservation of Existing Conditions.

The Engineer will establish right-of-way lines and construction lines and Owner shall designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all things designated to remain. Paint required for cut or scarred surfaces of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.

B. Clearing and Grubbing

Clear and/or grub all surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, including existing pavement, as required, except undisturbed stumps and roots and non-perishable solid objects which will be a minimum of two feet below subgrade or slope embankment. Outside cut or fill limits, but within construction limits, stumps may be left at finish grade if allowed by Engineer.

1. Except in areas to be excavated, backfill stump holes and other holes from which obstructions are removed, with embankment material and compacted in accordance with Section 3.05.

C. Disposal

If perishable material is burned, burn under the constant care of competent watchmen at such times and in such a manner that the surrounding vegetation, the other adjacent property or anything designated to remain within the right-of-way, will not be jeopardized. Burning shall be done in accordance with the obtained burn permit and applicable laws and ordinances.

1. When permitted, materials and debris which cannot be burned and perishable materials may be removed from the site and disposed of at approved locations off the project. The Contractor shall make all necessary arrangements with property owners for obtaining suitable disposal locations and the cost involved shall be included in the unit price bid.
2. All merchantable timber in the clearing area, which has not been removed from the right-of-way prior to the beginning of construction, shall become the property of the Contractor, unless otherwise specified.

D. Scalping

Scalp areas where excavation or embankment is to be made. Scalping shall include the removal of material such as brush, roots, sod, grass, residue or agricultural crops, sawdust, and other vegetable matter from the surface of the ground.

E. Hedges

Hedges shall be pulled or grubbed in such a manner as to assure complete and permanent removal. Scattered hedge or shrubs not classified as hedge shall be removed as specified for hedge.

F. Topsoil

Strip topsoil from all areas to be disturbed by construction. Topsoil to be stockpiled separately from excavated materials.

3.02 CONSTRUCTION REQUIREMENTS

- A. The excavation and embankments required shall be finished to smooth and uniform surfaces. Materials shall not be wasted without permission of the Engineer. The Engineer reserves the right to change grade lines, cut slopes or fill lines during the progress of the Work.

3.03 EXCAVATION

- A. Material outside of the limits of excavation will not be disturbed. Prior to beginning excavation operations in any area, all necessary clearing and grubbing in that area shall have been performed in accordance with these Specifications. The Contractor shall not excavate beyond the dimensions and elevations established. Common excavation shall include all materials of whatever nature encountered in the work for construction of excavations to the lines and grades called for on the Drawings. Structure excavation shall include all earthwork required for the construction of structures to the lines and grades called for on the Drawings. If any areas are inadvertently over-excavated, fill such over-excavation with embankment material and compact in accordance with Section 3.05.
1. Tolerances. In those areas upon which a sub base material is required, upon which finished landscaping improvements, including sod or lawn seeding, or upon which a structure is to be constructed directly, deviation of not more than 1 inch shall be permitted when tested with a 16-foot straight edge. Deviation from grade shall not exceed 1 inch at any point.
 - a. In those areas upon which a base course material is required, deviation of not more than 0.04 foot shall be permitted when tested with a 16-foot straight edge. Deviation from grade shall not exceed 0.04 foot at any point.
 - b. In those areas where no additional construction, other than topsoil addition and native seeding will occur, the finished surface shall be smooth and shall not deviate from grade by more than 0.5 foot at any point.
 2. Groundwater Control. Contractor to maintain facilities on site to remove all groundwater from excavated area and keep water below the bottom of the excavation to a point such that a firm base for equipment or concrete installation exists. Facilities shall be maintained until all backfilling is in place at least 24 inches above anticipated water levels before

groundwater removal. All water removal shall be subject to approval by the Engineer.

- a. Removal of water by well point, sump or trench diversions, intermittent pumping, or sump with submersible pumps is considered incidental to excavation work for this project.
3. Stockpile Excavated Material. Excavated material to be stockpiled so as not to endanger the work or public safety. Maintain existing vehicular and pedestrian traffic with minimum disruption. Maintain emergency access and access to existing fire hydrants and water valves. Maintain natural drainage courses and street gutters.
 - a. Backfill material to be segregated from stock piled topsoil and unusable backfill materials.
4. Over-excavation. Whenever the site is over-excavated more than 0.1' to eliminate point bearing by rocks or stones beneath proposed structures, unsuitable materials or when grade tolerances are exceeded, the Contractor is to re-establish grade using Class 1 Backfill (CDOD Section 703.08 - Class 1). Compaction shall be to 95% maximum density. All work to re-establish grade shall be at the Contractor's expense.
5. Unstable Materials. Materials which are not capable of supporting superimposed loadings are defined as unstable materials. Should unstable materials be encountered during excavation, immediately notify Engineer. If, in the opinion of the Engineer, unstable soil excavation is required and the Contractor could not have reasonably been expected to discover the existence of such materials during his site investigation, then a contract price for Unstable Soil Excavation shall be negotiated between Owner & Contractor. No payment shall be made for materials excavated prior to notification of the Engineer and negotiation of payment for extra work.
 - a. Inclusion of a bid item for Unstable Soil Excavation indicates such excavation is anticipated. The Contractor is to notify the Engineer prior to any unstable soil excavation; no payment shall be made for excavation prior to authorization of Engineer.
6. Rock Excavation. Rock excavation shall be defined as removal of boulders in excess of three (3) cubic yards or solid or fractured rock, which requires techniques, such as blasting or jacking for removal, other than those which are being employed by the Contractor or are normally used in excavation, such as use of backhoes, trenchers, draglines, etc. Should unanticipated rock conditions be encountered, immediately notify the Engineer. If in the opinion of the Engineer, rock excavation is required and the Contractor had in fact made a diligent and determined effort to remove the material using normal excavation procedures as stated above and the Contractor could not have reasonably been expected to determine the existence of such material during his site investigation, then a contract price for Rock Excavation shall be negotiated between the Contractor and the Owner. No payment shall be made for excavation performed prior to determination of a negotiated price.

- a. Rock shall be removed to a 4" depth below grade. In addition, all rock loosened during jacking, blasting, etc. shall be removed and stored on site. For payment purposes, maximum depth to be paid for shall be 12" below required grade. All over-excavation shall be replaced as specified in Subsection 3.03, D. Inclusion of a bid item for Rock Excavation indicates such excavation is anticipated. Contractor to notify Engineer prior to any rock excavation; no payment shall be made for excavation prior to notification.
- 7. Disposal of Excess Excavation. Contractor to dispose of excess excavation off-site. Disposal in any case shall be the sole responsibility of the Contractor.

3.04 EMBANKMENT AND BACKFILLING

- A. Do not begin embankments until construction below grade has been approved, underground utility systems have been inspected, tested and approved and trash and debris have been cleaned from the excavation.
- B. Place approved excavated material in successive uniform maximum loose layers not exceeding 8 inches for the full width of the cross-section in all accessible areas. Place material in successive uniform loose layers not exceeding 4 inches in areas not accessible or permitted for the use of self propelled rollers or vibrators. Do not place fill on muddy or frozen subgrade, or until subgrade is approved by the Engineer.
- C. Plow, step, or bench sloped surfaces steeper than 4:1 on which fill or backfill is to be placed in such a manner that fill material will adequately bond with existing surfaces. Scarify all surfaces to receive backfill to a depth of 6" before filling.
- D. Construct fills and embankments to the lines and grades indicated on the Drawings within tolerances stated in Section 3.03. A, above.
- E. Use suitable materials removed from the excavation prior to obtaining material from borrow areas.
- F. Where otherwise suitable material is too wet, aerate, dry or blend to provide the moisture content specified for compaction.

3.05 COMPACTION

- A. During placing and/or compacting operations of earth or earth-and-rock mixtures, the moisture content of materials in the layers being compacted shall be near optimum and uniform throughout the layer. In general, maintain the moisture content of the material being placed and compacted within 2% of optimum condition as determined as ASTM Standard D698.
 - 1. Compaction Equipment. Perform all compaction with approved equipment well suited to location and material being compacted. Use heavy vibratory rollers or sheepfoot rollers where heavy equipment is

authorized. Do not operate heavy equipment closer to structures than a horizontal distance equal to height of backfill above bottom of structure foundation. Compact remaining area with hand tampers suitable for material being compacted. Place and compact backfill around pipes with care to avoid damage.

Compact fill materials to following densities at optimum moisture content based on ASTM D698 or AASHTO T99:

- a. Structure fill under or within 5' horizontally of all concrete structures: 95%.
- b. Backfill beneath or within 5' horizontally or within the area defined by a line extended at an angle of 1:1 of existing or proposed pavements, roadways, sidewalks, curbs, utility lines, retaining wall bases, or other improvements: 95%
- c. Backfill within lagoon berm: 95%
- d. Backfill within public or designated rights-of-way: 90% or as shown on the Drawings.
- e. Backfill within undeveloped, green or undesignated area: 85%.
- f. Backfill for any fill for overcut grading in areas of lot/home construction: 95%.

- 2. Jetting. Jetting and water inundation are generally not permitted methods of compaction. The Engineer may allow jetting under certain field conditions. Techniques including depth of lifts, amount of water to be used, penetration of hose jet, etc., shall be at the direction of the Engineer. No jetting will be allowed on materials with a 200-minus gradation of greater than 15%. Contractor shall pay cost of all water used, soil classification testing and compaction testing and any retesting or re-compaction required. No jetting shall be done prior to written approval and direction of the Engineer.
- 3. Maintenance. Contractor to maintain all embankment in satisfactory condition during the extent of the contract and warranty period. All surface deterioration determined to be the responsibility of the Contractor and all settlement shall be repaired at once by the Contractor upon notice by the Owner. All costs for repair and all liability as a result of surface deterioration or settlement shall be the responsibility of the Contractor.

3.06 PROOF ROLLING

- A. Proof rolling with a heavy rubber-tired roller will be required for all paved and graveled travel ways. Proof rolling shall be done after specified compaction has been obtained. Areas found to deflect excessively and those areas which failed shall be ripped, scarified, wetted if necessary and re-compacted to the requirements for density and moisture at the Contractor's expense. Equipment to be used for proof rolling may also be fully loaded, tandem axle dump truck or water truck or rubber-tired roller with equivalent loading characteristics.

3.07 SURFACE RESTORATION

- A. All existing surface improvements and site conditions disturbed or damaged

during construction are to be restored to a condition equal to pre-construction condition. All restoration costs are considered incidental to excavation and backfill.

1. Improvements. Replace, repair or reconstruct all improvements as required. Work will not be accepted until restoration is accepted by Engineer and all affected property owners.
2. Final Grading. The Contractor is to re-establish existing final grade or finish to final grades as modified and shown on the Drawings. The Contractor is to backfill to proper subgrade elevation with backfill material to allow placement of surface improvements or materials.
3. Roadways. All roadways to be restored to original condition with material types removed. Materials and methods to conform to Section 02222 - Embedment and Base Course Aggregate; and Section 02612 - Hot Bituminous Pavement. Additional requirements are:
 - a. Minimum base course material on gravel roadways or minimum depth gravel beneath hard surface roadways to be 8", unless shown otherwise on Drawings.
 - b. Minimum asphalt pavement surfacing to be 3", unless shown otherwise on the Drawings.
 - c. Minimum concrete pavement surfacing to be 6", unless shown otherwise on Drawings.
4. Green Areas. Place excavated topsoil from the roadway (or from pits) directly upon constructed cut and fill slopes without the use of stockpiles whenever conditions and the progress of construction will permit.
 - a. Do not place topsoil until the areas to be covered have been properly prepared and grading operations in the area have been completed.
 - b. Place and spread topsoil at locations and to the thickness shown on the plans. Key to the underlying material by the use of harrows, rollers or other equipment suitable for the purpose.
 - c. Apply water to the topsoil at the locations and in the amounts designated. Apply in a fine spray by nozzles or spray bars in such manner that it will not wash or erode the topsoil areas.
 - d. All loose exposed rock larger than three inches shall be removed from slopes that are to receive topsoil.
 - e. See Section 02821, Revegetation and Section 02830 Trees, Plants, Seeding and Erosion Control.

3.08 INSPECTION AND TESTING

- A. Inspection and testing to be performed at the direction of the Engineer and by a Geotechnical Engineering Firm, respectively. Contractor to cooperate fully with all persons engaged in testing. Contractor to excavate as required to allow testing. Contractor to backfill all test excavations in accordance with these Specifications.

3.09 DENSITY TESTING AND CONTROL

- A. Reference Standards. Density/moisture relationships to be developed for all soil types encountered according to ASTM D698 or AASHTO T99.
- B. Field Testing. Testing for density during compaction operations to be done in accordance with ASTM D2922 using nuclear density methods.
- C. Frequency of Testing. Frequency of testing to be done at the direction of the Engineer.
- D. Retesting. In the event of failure to meet compaction criteria, Contractor shall re-excavate and re-backfill at direction of Engineer. All retesting to be paid for by Contractor and to be performed by Geotechnical firm approved by the Engineer.

3.10 PAYMENT FOR TESTING

- A. Owner responsible for all costs of initial testing of backfill. Contractor to pay all costs of any retesting required.

END OF SECTION

SECTION 02201

EXCAVATION AND BACKFILL FOR STRUCTURES

PART 1 GENERAL

1.01 SUMMARY

- A. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to perform all clearing and grubbing, excavation, backfilling, compacting, testing and related work not specified elsewhere, as shown on the Drawings and required by the Specifications.
- B. All work within the rights-of-way of the Federal Government, the Colorado Division of Highways, County Governments or Municipal Governments shall be done in compliance with requirements issued by those agencies. All such requirements shall take precedence over these Specifications. It shall be the Contractor's responsibility to secure all required excavation permits and pay all costs thereof.

1.02 REFERENCE STANDARDS

- A. Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction," latest edition.

1.03 SUBMITTALS

- A. The Contractor shall prepare and submit information for all imported backfill material.

1.04 FIELD CONDITIONS

- A. Existing Utilities. Underground utilities, except service lines, known to the Engineer have been shown on the Drawings. Locations are approximate only and may prove to be inaccurate. The Contractor is responsible for verification of the existence, location and protection of all utilities within the construction limits.
 - 1. Before commencing with work, the Contractor shall notify all public and private companies who may have utilities within the project limits. The Contractor shall coordinate with these entities all excavation performed. The Contractor shall obtain all permits required by utility owners.
 - 2. In the event of damage to any existing utility, the Contractor shall be solely responsible for the repair and payment for repair of all such damage.
 - 3. The Contractor shall make arrangements for and pay all costs for relocation of utilities requiring relocation as indicated on the Drawings. Should utility obstructions, not shown on the Drawings, be encountered

and require relocation, the Contractor shall notify the Owner and the Engineer and shall make arrangements necessary for such relocation. The Owner shall pay the costs for such relocation.

- B. Existing Improvements. The Contractor shall restore or protect from damage all existing improvements encountered in performance of the work. Improvements damaged as a result of this work shall be restored to original condition or better, as determined by the Engineer.
 - 1. Adjacent property shall be protected by the Contractor from any damage. The Contractor shall be held solely liable for any damage to adjacent property and shall be responsible for all costs resulting from repair of such damage.
- C. Soil Conditions. It shall be the responsibility of the Contractor to examine soil conditions and characteristics, including the presence of groundwater that will be encountered within the limits of construction.

1.05 PROTECTION OF WORK

- A. Safety. All excavations shall be protected by barricades, lights, signs, etc. as required by governing federal, state and local safety codes and regulations.
- B. Sheet piling, shoring and bracing. Except where banks are cut back on a stable slope, provide and maintain sheet piling, shoring and bracing systems necessary to protect adjoining grades and structures from caving, sliding, erosion or other damage, and suitable forms of protection against bodily injury, all in accordance with applicable codes and governing authorities.
 - 1. Remove sheet piling and shoring systems as excavations are backfilled in a manner to protect the construction or other structures, utilities or property. Do not remove any sheet piling after backfilling.
 - 2. Sheet piling and shoring systems shall be structurally designed and sufficiently braced to provide necessary restraining of retained backfill. Prior to installation of such systems, methods of installation and materials proposed shall be discussed with and approved by Engineer. All systems shall be in strict compliance with local, state and federal safety regulations. Contractor is solely liable for non-compliance.
- C. Site Drainage. Excavation to be protected from surface water drainage at all times.

1.06 BLASTING

- A. No blasting shall be permitted without written consent of the Engineer. Blasting shall be done only after Engineer receives permission from the appropriate governmental authority(ies). Blasting shall be performed only by properly licensed, experienced individuals and in a manner such that no damage to any property or persons will occur due to either the blast or debris.

- B. Contractor shall provide proof of insurance as required by these Specifications, the governing authority or as required by Engineer prior to any blasting. All damage as the result of blasting shall be repaired, at the Contractor's expense, to the satisfaction of the Engineer. All earth or rock loosened by blasting shall be removed from excavations prior to proposed construction.

1.07 CONSTRUCTION IN STREETS

- A. When construction operations are located within streets, make provisions at cross streets and walks for free passage of vehicles and pedestrians. Do not block streets or walks without prior approval.

PART 2 PRODUCTS

- A. All materials for construction fills and backfills shall meet specified requirements for gradation and other factors defining suitability for the intended use. All classes of suitable material shall be free from perishable matter, debris, frozen material and stones and/or cemented pieces larger than permitted by the specified gradation. Classification of materials shall be as follows:

2.01 MATERIALS FOR STRUCTURE BACKFILL

- A. Structure backfill shall be composed of materials designated as Class 1, Class 2, Class 3 or Class 4.

- 1. Class 1 Backfill (CDOT Section 703.08 - Class 1). Class 1 backfill shall be composed of materials from excavations, borrow areas, or other sources. This material shall conform to the following requirements when tested with laboratory sieves:

Sieve Designation	% by Weight Passing
2 inch	100
No. 4	30-100
No. 50	10-60
No. 200	5-20

In addition, this material shall have a liquid limit not exceeding 35 and a plasticity index of not over 6 when determined in conformity with AASHTO T89 and T90.

- 2. Class 2 Structure Backfill (CDOT Section 703.08 - Class 2). Class 2 structure backfill shall be composed of suitable materials developed from excavation, borrow areas or other sources. If the material contains rock fragments which, in the opinion of the Engineer, will be injurious to the structure, the material will not be used for backfilling. In addition, no rock larger than 4" shall be placed within the structure backfill zones shown in CDOT M-Standards M-206-1 and M-206-2.
- 3. Class 3 Backfill (CDOT Section 703.03 - Class 6). Class 3 backfill shall consist of crushed stone, crushed slag, crushed gravel, or natural gravel

conforming to the following requirements when tested with laboratory sieves.

Sieve Designation	% by Weight Passing
3/4 inch	100
No. 4	30-65
No. 8	25-55
No. 200	3-12

In addition, this material shall have a liquid limit not exceeding 30 and a plasticity index of not over 6 when determined in conformity with AASHTO T89 and T 90.

4. Class 4 Backfill (CDOT Section 703.03 - Class 2). Class 4 backfill shall be composed of suitable materials developed from excavation, borrow areas, or other sources. If the material contains rock fragments that in the opinion of the Engineer will be injurious to the structure, the native material will not be used for backfilling and the Contractor will be required to furnish Class 1 backfill material at a unit price mutually agreed upon between Contractor and Owner.

2.02 TOPSOIL

- A. Topsoil shall consist of selectively excavated, loose, friable loam reasonably free of admixtures of sub-soil, refuse, stumps, roots, rocks, brush, weeds or other material which would be detrimental to the proper development of vegetative growth.

PART 3 EXECUTION

3.01 SITE PREPARATION

- A. Clearing. Remove all vegetation, stumps, roots, organic matter, debris and other miscellaneous structures and materials from work site. Dispose of off-site.
- B. Topsoil Removal. Strip existing topsoil from all areas to be distributed by construction. Topsoil to be stockpiled separately from excavated materials.
- C. Pavement Removal. See Section 02101 - Removal of Structures and Obstructions.
- D. Preservation of Trees. Refer to plans for designation of all trees, shrubs, plants and other vegetation within the project site to remain. Do not remove trees outside of excavated or filled areas, unless their removal is authorized by the Engineer. Protect trees left standing from permanent damage by construction operations.

3.02 CONSTRUCTION REQUIREMENTS

- A. The excavation and embankments required shall be finished to smooth and

uniform surfaces. Materials shall not be wasted without permission of the Engineer. The Engineer reserves the right to change grade lines, cut slopes or fill lines during the progress of the work.

3.03 STRUCTURE EXCAVATION

- A. Material outside of the limits of excavation will not be disturbed. Prior to beginning excavation operations in any area, all necessary clearing and grubbing in that area shall have been performed in accordance with these Specifications. The Contractor shall not excavate beyond the dimensions and elevations established.
- B. Structure excavation shall include all earthwork required for the construction of structures to the lines and grades called for on the Drawings.
- C. If any areas are inadvertently over-excavated, fill such over-excavation with Class 1 or Class 3 backfill.
 - 1. Tolerances. In those areas upon which a sub base or base course material is required, or upon which a structure is to be constructed directly, deviation of not more than 1 inch shall be permitted when tested with a 16-foot straight edge. Deviation from grade shall not exceed 1 inch at any point.
 - a. In those areas where no additional construction, other than topsoil addition, will occur, the finished surface shall be smooth and shall not deviate from grade by more than 0.5 foot at any point.
 - 2. Groundwater Control. Contractor to maintain facilities on site to remove all groundwater from excavated area and keep water below the bottom of the excavation to a point such that a firm base for equipment or concrete installation exists. Facilities shall be maintained until all backfilling is in place at least 24 inches above anticipated water levels before dewatering equipment removal. All water removal shall be in accordance with the CDPHE dewatering permit and is also subject to approval by the Engineer.
 - a. Removal of water by bucketing, sump or trench diversions, intermittent pumping, or sump or submersible pumps is considered incidental to excavation work. Inclusion of a bid item for dewatering indicates dewatering by continuous pumping, well-point type systems is expected. If such dewatering system is required, in the opinion of the Engineer, this work to be paid for as indicated in the bid schedule, or if not included in the bid schedule to be considered extra work paid for at a price negotiated between Contractor and Owner prior to the start of dewatering.
 - 3. Stockpile Excavated Material. Excavated material to be stockpiled so as not to endanger the work or public safety. Maintain existing vehicular and pedestrian traffic with minimum disruption. Maintain emergency access and access to existing monitoring wells, fire hydrants and water valves.
 - a. Maintain natural drainage courses and street gutters.
 - b. Backfill material to be segregated from stock piled topsoil and

unusable backfill materials.

4. Over-excavation. Whenever the site is over-excavated more than 0.1' to eliminate point bearing by rocks or stones beneath proposed structures or when grade tolerances are exceeded, the Contractor is to re-establish grade using Class 1 backfill. Compaction shall be to 95% maximum density. All work to re-establish grade shall be at the Contractor's expense.
5. Unstable Materials. Materials which are not capable of supporting superimposed loadings are defined as unstable materials. Should unstable materials be encountered during excavation, immediately notify Engineer. If, in the opinion of the Engineer, unstable soil excavation is required and the Contractor could not have reasonably been expected to discover the existence of such materials during his site investigation, then a contract price for Unstable Soil Excavation shall be negotiated between Owner & Contractor. No payment shall be made for materials excavated prior to notification of the Engineer and negotiation of payment for extra work.
 - a. Inclusion of a bid item for Unstable Soil Excavation indicates such excavation is anticipated. The Contractor is to notify the Engineer prior to any unstable soil excavation; no payment shall be made for excavation prior to authorization of Engineer.
6. Rock Excavation. Rock excavation shall be defined as removal of boulders in excess of three (3) cubic yards or solid or fractured rock, which requires techniques, such as blasting or jacking for removal, other than those which are being employed by the Contractor or are normally used in excavation, such as use of backhoes, trenchers, draglines, etc. Should unanticipated rock conditions be encountered, immediately notify the Engineer. If in the opinion of the Engineer, rock excavation is required and the Contractor had in fact made a diligent and determined effort to remove the material using normal excavation procedures as stated above and the Contractor could not have reasonably been expected to determine the existence of such material during his site investigation, then a contract price for Rock Excavation shall be negotiated between the Contractor and the Owner. No payment shall be made for excavation performed prior to determination of a negotiated price.
 - a. Rock shall be removed to a 4" depth below grade. In addition, all rock loosened during jacking, blasting, etc. shall be removed from the site. For payment purposes, maximum depth to be paid for shall be 12" below required grade. All over-excavation shall be replaced as specified in Subsection 3.03, D.
 - b. Inclusion of a bid item for Rock Excavation indicates such excavation is anticipated. Contractor to notify Engineer prior to any rock excavation; no payment shall be made for excavation prior to notification.

7. Disposal of Excess Excavation. Contractor to dispose of excess excavation off-site. Disposal in any case shall be the sole responsibility of the Contractor.

3.04 BACKFILLING

- A. Do not begin backfilling until construction below grade has been approved, underground utility systems have been inspected, tested and approved and trash and debris have been cleaned from the excavation.
- B. Place approved excavated material in successive uniform maximum loose layers in the same order as removed; not exceeding 8 inches for the full width of the cross-section in all accessible areas. Place material in successive uniform loose layers not exceeding 4 inches in areas not accessible or permitted for the use of self propelled rollers or vibrators. Do not place fill on muddy or frozen subgrade, or until subgrade is approved by the Engineer.
- C. Construct fills to the lines and grades indicated on the Drawings within tolerances stated in Section 3.03, A above. Use suitable materials removed from the excavation prior to obtaining material from borrow areas. Where otherwise suitable material is too wet, aerate, dry or blend to provide the moisture content specified for compaction.

3.05 COMPACTION

- A. During placing and/or compacting operations with earth or earth-and-rock mixtures, the moisture content of materials in the layers being compacted shall be near optimum and uniform throughout the layer. In general, maintain the moisture content of the material being placed and compacted within 2% of optimum condition as determined as ASTM Standard D698.

1. Compaction Equipment. Perform all compaction with approved equipment well suited to location and material being compacted. Use heavy vibratory rollers or sheepfoot rollers where heavy equipment is authorized by Engineer. Do not operate heavy equipment closer to structures than a horizontal distance equal to height of backfill above bottom of structure foundation. Compact remaining area with hand tampers suitable for material being compacted. Place and compact backfill around pipes with care to avoid damage.

Compact fill materials to following densities at optimum moisture content based on ASTM D698 or AASHTO T99 as shown on the Drawings or as follows:

- a. Structure fill under or within 5' horizontally of all concrete structures: 95%.
- b. Backfill beneath or within 5' horizontally of existing or proposed pavements, roadways, sidewalks, curbs, utility lines or other improvements: 95%
- c. Backfill within public or designated rights-of-way: 90% or as shown on the Drawings.
- d. Backfill within undeveloped, green or undesignated area: 85%.

- e. Backfill for any fill for overcut grading in areas of lot/home construction: 95%.
- 2. Jetting. Jetting and water inundation are generally not permitted methods of compaction. The Engineer may allow jetting under certain field conditions. Techniques including depth of lifts, amount of water to be used, penetration of hose jet, etc., shall be at the direction of the Engineer. No jetting will be allowed on materials with a 200-minus gradation of greater than 15%. Contractor shall pay cost of all water used, soil classification testing and compaction testing and any retesting or recompaction required. No jetting shall be done prior to written approval and direction of the Engineer.
- 3. Maintenance. Contractor to maintain all backfill in satisfactory condition during the extent of the contract and warranty period. All surface deterioration determined to be the responsibility of the Contractor and all settlement shall be repaired at once by the Contractor upon notice by the Owner. All costs for repair and all liability as a result of surface deterioration or settlement shall be the responsibility of the Contractor.

3.06 SURFACE RESTORATION

- A. All existing surface improvements and site conditions disturbed or damaged during construction are to be restored to a condition equal to pre-construction condition. All restoration costs are considered incidental to excavation and backfill.
 - 1. Improvements. Replace, repair or reconstruct all improvements as required. Work will not be accepted until restoration is accepted by Engineer and all affected property owners.
 - 2. Final Grading. The Contractor is to re-establish existing final grade or finish to final grades as modified and shown on the Drawings. The Contractor is to backfill to proper subgrade elevation with backfill material to allow placement of surface improvements or materials.
 - 3. Roadways. All roadways are to be restored to original condition with material types removed. Additional requirements are:
 - a. Minimum base course material on gravel roadways or minimum depth gravel beneath hard surface roadways to be 8", unless shown otherwise on the Drawings.
 - b. Minimum asphalt pavement surfacing to be 3", unless shown otherwise on the Drawings.
 - c. Minimum concrete pavement surfacing to be 6", unless shown otherwise on the Drawings.
 - 4. Green Areas. Restore all green areas as specified in Section 02480 – TREES, PLANTS, SEEDING, EROSION CONTROL.

3.07 INSPECTION AND TESTING

- A. Inspection and testing to be performed at the direction of the Engineer. Contractor to cooperate fully with all persons engaged in testing. Contractor to excavate as required to allow testing; Contractor to backfill all test excavations in accordance with these Specifications.

3.08 DENSITY TESTING AND CONTROL

- A. Reference Standards. Density/moisture relationships to be developed for all soil types encountered according to ASTM D698 or AASHTO T99.
- B. Field Testing. Testing for density during compaction operations to be done in accordance with ASTM D2922 using nuclear density methods.
- C. Frequency of Testing. Frequency of testing to be done at the direction of the Engineer.
- D. Retesting. In the event of failure to meet compaction criteria, Contractor shall re-excavate and re-backfill at direction of Engineer. All retesting to be paid for by Contractor and to be performed by soils testing firm approved by the Engineer.

3.09 PAYMENT FOR TESTING

- A. Owner responsible for all costs of initial testing of backfill. Contractor to pay all costs of any retesting required.

END OF SECTION

SECTION 02221

TRENCHING, BACKFILLING AND COMPACTION

PART 1 GENERAL

1.01 SUMMARY

- A. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to perform all excavation, backfilling and compaction of underground pipelines, conduits, cables and appurtenances shown on the Drawings and specified herein.
- B. All work within the rights-of-way of the Federal Government of the Colorado Division of Highways, County Governments or Municipal Governments shall be done in compliance with requirements issued by those agencies. All such requirements shall take precedence over these Specifications. It shall be the Contractor's responsibility to secure all required excavation permits and pay all costs thereof. Contractor will be required to obtain necessary road cut permits.

1.02 SUBMITTALS

- A. Bedding Material
 - 1. Submit sieve analysis
- B. Select Fill
 - 1. Submit sieve analysis

1.03 FIELD CONDITIONS

- A. Existing Utilities. Underground utilities, except service lines, known to the Engineer have been shown on the Drawings. Locations are approximate only and may prove to be inaccurate. The Contractor is responsible for verification of the existence, location and protection of all utilities within the construction area.
 - 1. Before commencing with work, the Contractor shall notify all public and private companies who may have utilities within the project limits. The Contractor shall coordinate with these entities all excavation performed. The Contractor shall obtain all permits required by utility owners.
 - 2. In the event of damage to any existing utility, the Contractor shall be solely responsible for the repair and payment for repair of all such damage.
 - 3. The Contractor shall make arrangements for and pay all costs for relocation of utilities requiring relocation as indicated on the Drawings. Should utility obstructions, not shown on the Drawings, be encountered and require relocation, the Contractor shall notify the Owner and the

Engineer and shall make arrangements necessary for such relocation.
The Owner shall pay the costs for such relocation.

- B. Existing Improvements. The Contractor shall restore or protect from damage all existing improvements encountered in performance of the work. Improvements damaged, as a result of this work shall be restored to original condition or better, as determined by the Engineer.
 - 1. Adjacent property shall be protected by the Contractor from any damage. The Contractor shall be held solely liable for any damage to adjacent property and shall be responsible for all costs resulting from repair of such damage.
- C. Soil Conditions. It shall be the responsibility of the Contractor to examine soil conditions and characteristics, including the presence of groundwater that will be encountered within the limits of construction.

1.04 PROTECTION OF WORK

- A. Safety. All excavation shall be protected by barricades, lights, signs, etc., as required by governing federal, state and local safety codes and regulations.
- B. Sheet piling, Shoring and Bracing. Where trench walls are not excavated at a stable slope, the Contractor shall provide and maintain support sufficient to prevent caving, sliding or failure and property or bodily damage. Any damage due to inadequate support shall be repaired at the sole expense of the Contractor.
 - 1. Under normal construction conditions, support shall be removed as work progresses. Support shall remain installed if directed by the Engineer or if pipe does not have sufficient strength to support backfill based on trench width as defined by the sheet piling. Sheet piling shall not be removed after the start of backfilling.
 - 2. Use of a movable trench shield or coffin box will not be allowed where pipe strength is insufficient to support backfill as defined by the trench width after the trench shield is removed.
 - 3. The Contractor shall be held solely responsible for any violation of applicable safety standards. Particular attention is called to minimum requirements of OSHA and COSH (Colorado Occupational Safety and Health).
- C. Site Drainage. Excavation to be protected from surface water at all times. At no time shall excavated area be allowed to fill with storm water runoff. Contractor shall provide proper, temporary drainage structures at their cost to detour runoff from excavated areas.

1.05 BLASTING

- A. No blasting shall be permitted without written consent of the Engineer. Blasting

shall be done only after Engineer receives permission from the appropriate governmental authority(ies). Blasting shall be performed only by properly licensed, experienced individuals and in a manner such that no damage to any property or persons will occur due to either the blast or debris. Contractor shall provide proof of insurance as required by these Specifications, the governing authority or as required by Engineer prior to any blasting. All damage as the result of blasting shall be repaired, at the Contractor's expense, to the satisfaction of the Engineer. All earth or rock loosened by blasting shall be removed from excavations prior to proposed construction.

1.06 CONSTRUCTION IN STREETS

- A. When construction operations are located within streets make provisions at cross streets and walks for free passage of vehicles and pedestrians. Do not block streets or walks without prior approval.

PART 2 PRODUCTS

2.01 EMBEDMENT MATERIAL

- A. Pipeline embedment material shall comply with the appropriate classes as listed below and as illustrated in the Construction Drawings:
 - 1. Class A - Use where improper trenching or unexpected trench conditions require its use as determined by the Engineer.
 - a. Characteristics - Concrete cradle foundation with densely compacted Class 6 aggregate base backfill to 12" above top of pipe, or densely compacted Class 6 aggregate granular foundation with concrete arch cover to 6" above top of pipe.
 - 2. Class B - Use for all PVC, DIP, CMP and concrete pipe under normal construction conditions.
 - a. Characteristics - Densely compacted Class 6 aggregate granular foundation of depth shown on Typical Details with densely compacted Class 6 aggregate 12" above top of pipe.

2.02 SELECT MATERIAL

- A. Subject to approval by the Engineer, select material shall be allowed in place of the aggregate backfill for Class B when excavation and soil conditions allow, but only if approved by Engineer. Contractors shall bid project based upon Class B. If Class A or select material is used, price adjustments shall be made.
 - 1. Characteristics - Soil materials free from rocks, clods, and organic material.

2.03 CONCRETE FOR EMBEDMENT

- A. Shall be 2000 psi concrete (28-day compressive strength).

2.04 BACKFILL MATERIAL

- A. Characteristics - Native materials free from debris, organic matter and frozen material. Uniformly graded sufficient to allow proper compaction.
- B. Gradation - No boulders greater than 6-inch diameter in top 12 inches of backfill.
 - 1. Generally no boulders greater than 12-inch diameter in remainder of trench. Limited number of boulders not exceeding 24-inch diameter to be allowed at discretion of Engineer provided boulders can be uniformly dispersed and will not interfere in compactive effort.

PART 3 EXECUTION

3.01 SITE PREPARATION

- A. Clearing. Remove all vegetation, stumps, roots, organic matter, debris and other miscellaneous structures and materials from project site. Dispose of off site.
- B. Topsoil Removal. Strip existing topsoil from all areas to be disturbed by construction. Topsoil to be stockpiled separately from excavated materials.
- C. Pavement Removal. See Section 02101 - Removal of Structures and Obstructions.

3.02 TRENCH EXCAVATION

- A. Limits of Excavation. Trenches to be excavated along lines and grades shown on the Drawings, or as modified in the field by the Engineer. Trench widths for pipe loading to be measured 12 inches above top of pipe.
 - 1. Minimum trench width to be the outside diameter of the pipe or conduit plus 16 inches.
 - 2. Maximum trench width to be the outside diameter of the pipe or conduit plus 24 inches for all pipes or conduits with outside diameter of 24 inches or less, and plus 30 inches for all pipes or conduits with outside diameters greater than 24 inches.
 - 3. If maximum trench width is exceeded, Contractor will provide at his expense, higher strength pipe or special bedding including concrete at the direction of the Engineer.
 - 4. Trench excavation not to be completed more than 100 feet in advance of pipe installation. Backfill to be completed within 100 feet of pipe installation.
- B. Groundwater Control. Contractor to maintain facilities on-site to remove all groundwater from trench and keep water at least 12 inches below the trench bottom to a point such that a firm base for pipe or conduit installation exists. Facilities shall be maintained until all concrete is cured and backfilling is in place

at least 24 inches above anticipated water levels before water removal is discontinued; all water removal shall be subject to approval by the Engineer.

- C. Stockpile Excavated Material. Excavated material to be stockpiled so as not to endanger the work or public safety. Maintain existing vehicular and pedestrian traffic with minimum disruption. Maintain emergency access and access to existing fire hydrants and water valves. Maintain natural drainage courses and street gutters.
 - 1. Backfill material to be segregated from stockpiled topsoil and unusable backfill materials.
- D. Excavation for Appurtenances. Excavation to be done in accordance with these Specifications and as shown on the Drawings. Adequate working clearances to be maintained around appurtenances. Provisions for base and bottom preparations shall apply to all appurtenances. Precautions to be taken to maintain trench widths in the vicinity of adjacent pipelines and conduits.

3.03 BOTTOM PREPARATION

- A. Undisturbed Foundation. Where soils are suitable and have adequate strength, bottom to be graded and hand-shaped such that pipe barrel rests uniformly on undisturbed soil. All rocks or stones, which may result in a point bearing on the pipe, shall be removed.
 - 1. Undisturbed grades shall be within 0.1 feet $\pm$ tolerance. Soils for final pipe grade placed within these limits shall be fine granular (100% passing No. 4 sieve) or may be native materials, hand compacted to 95% maximum density.
- B. Bell Holes. Material to be removed to allow installation of all fitting and joint projections without affecting placement of pipe.
- C. Over-excavation. Whenever trench is over-excavated to eliminate point bearing by rocks or stones or when undisturbed grade tolerances of 0.1' are exceeded, the Contractor is to re-establish grade using Class 6 aggregate bedding material. Compaction shall be 95% maximum density. All work to re-establish grade shall be at the Contractor's expense.
- D. Unstable Materials. Materials incapable of supporting superimposed loadings are defined as unstable materials. Should unstable materials be encountered during excavation, immediately notify Engineer. If, in the opinion of the Engineer, unstable soil excavation is required and the Contractor could not have reasonably been expected to discover the existence of such materials during his site investigation, then a contract price for Unstable Soil Excavation shall be negotiated between Owner and Contractor. No payment shall be made for materials excavated prior to notification of the Engineer and negotiation of payment for extra work.
- E. Inclusion of a bid item for Unstable Soil Excavation indicates such excavation is anticipated. The Contractor is to notify the Engineer prior to any unstable soil

excavation; no payment shall be made for excavation prior to authorization of Engineer.

- F. Rock Excavation. Rock excavation shall be defined as removal of boulders in excess of three (3) cubic yards of solid or fractured rock, which makes hand shaping of the bottom impossible and which requires techniques, such as blasting or jacking for removal, other than those which are being employed by the Contractor or are normally used in trench excavation, such as use of backhoes, trenchers, draglines, etc. Should unanticipated rock conditions be encountered, immediately notify the Engineer. If in the opinion of the Engineer, rock excavation is required and the Contractor has in fact made a diligent and determined effort to remove the material using normal excavation procedures as stated above, and the Contractor could not have reasonably been expected to determine the existence of such material during his site investigation, then a contract price for rock excavation shall be negotiated between the Contractor and the Owner. No payment shall be made for excavation performed prior to determination of a negotiated price.
1. Rock shall be removed to a 4" depth below grade. Additionally, all rock loosened during jacking, blasting, etc., shall be removed from the trench. For payment purposes, maximum trench width to be paid for shall be as defined in Subsection 3.02, A. Maximum depth to be paid for shall be 12" below required grade. All over-excavation shall be replaced as specified in Subsection 3.03, C.
 2. Inclusion of a bid item for rock excavation indicates such excavation is anticipated. Contractor to notify Engineer prior to any rock excavating; no payment shall be made for excavation prior to notification.

3.04 BACKFILLING

- A. Tamping Equipment. Except immediately next to the pipe, mechanical or air operated tamping equipment to be used. Hand equipment, such as T-bar, to be used to pipe if necessary. Care to be taken when compacting under, along side and immediately above pipe to prevent crushing, fracturing or shifting of the pipe. The Contractor is to note densities required for materials being backfilled and shall use appropriate approved equipment to obtain those densities.
1. Wheel rolling is not considered to be an adequate compaction technique to meet these Specifications and will not be allowed. Where 85% compaction is required, wheel rolling may be considered. Before acceptance, the Contractor shall backfill a portion of the trench and pay for density testing to verify adequacy of the proposed backfill techniques.
 2. A hydro hammer may be allowed to obtain the specified density up to 4' in depth. The Contractor will be required to re-excavate those areas that have been tamped so that density tests can be taken to insure that the specified intensity is being obtained full depth.
- B. Moisture Control. Generally maintain moisture of backfill material with $\pm 2\%$ of optimum moisture content as determined by ASTM D698. Maintain closer

tolerances as needed to obtain densities required.

- C. Compaction. Maximum density (100%) based on ASTM D698 or AASHTO T99.
 - 1. Bedding Material, including material used for over-excavation of any kind: 95%.
 - 2. Select Material: 95%.
 - 3. Backfill beneath existing or proposed pavement, roadways, sidewalks, curbs, utility lines and other improvements or within 5' horizontally of such improvements: 95%.
 - 4. Backfill within public or designated right-of-way: 90% or as shown on the Drawings.
 - 5. Backfill within undeveloped, green or undesignated area: 85%.
 - 6. Backfill for any fill over over-cut grading in areas of lot/home construction: 95%..
- D. Placing Backfill. The maximum loose lifts of backfill material to be placed in the reverse order as removed and as follows: use smaller lifts where necessary to obtain required densities:
 - 1. Bedding and select material: 6" (or see Section 3.03A).
 - 2. Backfill Material: 12" where 95% compaction required; 24" where less than 95% compaction required.
- E. Backfilling Appurtenances. Backfilling to be done generally at the same time as adjacent pipelines. Backfilling procedure to conform to this section. Use special techniques or materials as shown on drawings.
- F. Disposal of Excess Excavation. Contractor to dispose of excess excavation off site. Disposal in any case shall be the sole responsibility of the Contractor.
- G. Jetting. Jetting and water inundation are generally not permitted methods of compaction. The Engineer may allow jetting under certain field conditions. Techniques including depth of lifts, amount of water to be used, penetration of hose jet, etc., shall be at the direction of the Engineer. No jetting will be allowed on materials with a 200 minus gradation of greater than 15%. Contractor shall pay cost of all water used, soil classification testing and a retesting or recompaction required. No jetting shall be done prior to written approval and direction of the Engineer.
- H. Maintenance of Backfill. Contractor to maintain all backfill in a satisfactory condition during the extent of the contract and warranty period. All surface deterioration determined to be the responsibility of the Contractor and all settlement shall be repaired at once by the Contractor upon notice by the Owner. All costs for repair and all liability as a result of surface deterioration or settlement

shall be the responsibility of the Contractor.

- I. Clay Barrier Water Stops. Because of the presence of ground water, a clay barrier may be required to be installed full depth in trench in place of all bedding material and backfill. This barrier shall be full depth and two feet thick and installed every 500 lineal feet of trench. Clay barrier installation shall be considered incidental to the pipe installation and not paid for separately.

3.05 SURFACE RESTORATION

- A. All existing surface improvements and site conditions disturbed or damaged during construction to be restored to a condition equal to pre-construction condition. All restoration costs are considered incidental to excavation and backfill.
 1. Improvements. Replace, repair or reconstruct all improvements as required. Work will not be accepted until Engineer and all affected property owners accepts restoration. Improvements include, by example, other utilities, culverts, structures, curb and gutter, mailboxes, signs, sprinkler systems, etc.
 2. Final Grading. The Contractor is to re-establish existing final grade or finish final grades as modified and shown on the Drawings. The Contractor is to backfill to proper subgrade elevation with backfill material to allow placement of surface improvements or materials.
 3. Roadways. All roadways to be restored to original condition with material types removed. Materials and methods to conform to Section 02222, Embedment and Base Course Aggregate; and Section 02612, Hot Bituminous Pavement. Additional requirements are:
 - a. Minimum base course material on gravel roadways or minimum depth gravel on hard surface roadways to be 8", unless shown otherwise on Drawings.
 - b. Minimum bituminous surfacing to be 3" unless shown otherwise on Drawings.
 - c. Minimum concrete pavement surfacing to be 6", unless shown otherwise on Drawings.

3.06 COMPACTION

- A. It should be fully understood that it will be the sole responsibility of the Contractor to achieve the specified densities for all embedment and backfill material placed. Contractor will be responsible for ensuring that correct methods are being used for the placement and compaction of said materials. Correct backfill methods include, but are not limited to:
 1. Use of proper equipment for existing soil condition encountered.
 2. Moisture content of existing soils; determination if water should be added or if soil should be air dried to reduce moisture content.

- 3. Thickness of backfill lift.
- B. Contractor may, at his own expense, have an approved geotechnical engineer monitor the methods of backfill and compaction used to ensure that the desired densities are being obtained.
- C. Inspection and testing will be performed as directed by the Engineer. Testing will be conducted as a quality control check to verify the Contractor's compliance with the standards indicated in the Specifications.

3.07 INSPECTION AND TESTING

- A. Inspection and testing to be performed at the direction of the Engineer. Contractor to cooperate fully with all persons engaged in testing. Contractor to excavate as required to allow testing. Contractor to backfill all test excavations in accordance with these Specifications. Any areas that require a specified density, including fill, backfill, trenches, embankments, road base, hot bituminous pavement, backfill for structures, shall be tested.

3.08 DENSITY TESTING AND CONTROL

- A. Reference Standards. Density/moisture relationships to be developed for all soil types encountered according to ASTM D698 or AASHTO T99.
- B. Field Testing. Testing for density during compaction operations to be done in accordance with ASTM D2922 using nuclear density methods.
- C. Frequency of Testing. Minimum of one (1) test every 250' trench per lift or as directed by Engineer. Contractor to excavate to depths required by Engineer for testing and backfill test holes to density specified. Testing to be paid for by Owner.
- D. Retesting. In the event of failure to meet compaction criteria, Contractor shall re-excavate and re-backfill at direction of Engineer. All retesting to be paid for by Contractor and to be performed by soils testing firm approved by the Engineer.

3.09 PAYMENT FOR TESTING

- A. Owner responsible for all costs of initial testing of backfill. Contractor to pay all costs of any retesting required.

END OF SECTION

SECTION 02222

EMBEDMENT AND BASE COURSE AGGREGATE

PART 1 GENERAL

1.01 SUMMARY

- A. This work shall consist of furnishing and placing one or more courses of aggregate on the prepared surface in accordance with these Specifications in reasonably close conformity with the lines, grades and typical cross sections shown on the drawings or established by the Engineer in the field.

1.02 REFERENCE STANDARDS

- A. Colorado Department of Transportation "Standard Specifications for Road and Bridge Construction," latest edition.

1.03 SUBMITTALS

- A. Aggregates. Certified statement from independent testing laboratory, acceptable to Engineer, of material compliance.

PART 2 PRODUCTS

- A. Aggregate used for pipeline bedding, base course and sub base course and specified by Class in other sections of this Specification shall conform to the gradation schedule shown below.

CLASSIFICATION TABLE FOR AGGREGATE BASE COURSE*

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves						
	LL not greater than 35			LL not greater than 30			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
4 inch	----	100	----	----	----	----	----
3 inch	----	95-100	----	----	----	----	----
2½ inch	100	----	----	----	----	----	----
2 inch	95-100	----	----	100	----	----	----
1½ inch	----	----	----	90-100	100	----	----
1 inch	---	----	----	95-100	----	100	----
¾ inch	----	----	----	50-90	----	100	----
No. 4	30-65	----	----	35-50	30-70	30-65	----
No. 8	----	----	----	----	----	25-65	20-85
No. 200	3-15	3-15	20 max.	3-12	3-15	3-12	5-15

- * Reproduced from Colorado Department of Transportation Standard Specifications for Road and Bridge Construction.

PART 3 EXECUTION

3.01 PLACING

- A. The base course material shall be placed on the previously prepared subgrade at the locations and in the proper quantities to conform to the typical cross sections as shown on the Drawings and as directed by the Engineer. Placing and spreading shall be done by means of spreader machine, moving vehicle, motor grader or other approved equipment methods. The material shall be placed without segregation. Any segregated areas shall be removed and replaced with uniformly graded material at the Contractor's expense.
- B. The base material may be placed in lifts of up to 6 inches, providing that after compaction, uniform density is obtained throughout the entire depth of the lift. If the required depth exceeds 6 inches, it shall be placed in two or more lifts of approximately equal thickness. If uniform density cannot be obtained by 6-inch lifts, the maximum lift shall not exceed 4 inches in final thickness.

3.02 COMPACTING

- A. Rolling will be continuous until the base material has been compacted to not less than 95% of maximum density as determined by ASTM D698 or AASHTO T99. Water shall be uniformly applied as necessary during compaction to obtain optimum moisture content and to aid in consolidation. The surface of each layer shall be maintained during the compaction operations in such a manner that a uniform texture is produced and the aggregates are firmly keyed.
- B. The finished base course surface shall be smooth and free of ruts and irregularities and true to grade and crown as shown on the plans or as directed by the Engineer. The final surface shall be finished with a surface smoothness tolerance of $\frac{1}{4}$ inch, measured as vertical ordinate from the face to a ten-foot straight edge. The base course shall be maintained in this condition by watering, drying, rolling or blading as necessary, or as the Engineer may direct, until the surface material is placed.

3.03 INSPECTION AND TESTING

- A. Inspection and testing to be performed at the direction of the Engineer. Contractor to cooperate fully with all persons engaged in testing. Contractor to excavate as required to allow testing; Contractor to backfill all test excavations in accordance to these Specifications.

3.04 DENSITY TESTING AND CONTROL

- A. Reference Standards. Density/moisture relationships to be developed for all soil types encountered according to ASTM D698 or ASSHTO T99.

- B. Field Testing. Testing for density during compaction operations to be done in accordance with ASTM D2922 using nuclear density methods.
- C. Frequency of Testing. Conduct a minimum of one test for each layer of specified depth of fill or backfill as follows:

Foundations:	For each 100 lineal feet or less of trench.
Slabs on Grade:	For each 2,000 square feet or less of building area.
Pavement and Walks:	For each 2,000 square feet or less.
All Other Areas:	For each 5,000 square feet or less.
Utility Trenches:	For each 250 lineal feet or less of trench.

3.05 PAYMENT FOR TESTING

- A. Owner is responsible for all costs of initial testing of backfill. Contractor to pay for all costs of any retesting required.

END OF SECTION

SECTION 02255
DUST SUPPRESSION

PART 1 GENERAL

1.01 SUMMARY

- A. Work under this Section shall include furnishing all materials, labor, equipment and miscellaneous items necessary to provide dust control over the entire project site.

1.02 SUBMITTALS

- A. Chemical Products. Descriptive literature defining chemical constituents.

PART 2 PRODUCTS

2.01 MAGNESIUM CHLORIDE

A. Constituents	Percentage by Weight
Magnesium Chloride	28%-36%
Sulfate	2.5%
Potassium, sodium, calcium	Less than 1%
Nitrate	-0-

2.02 STARCH-BASED OR OTHER 100% NATURAL POLYMER

- A. Accepted Product – DustStar by Chemstar or approved equal

PART 3 EXECUTION

3.01 DUST CONTROL

- A. Dust control to be considered an integral part of the Work. Control shall be provided from the start of construction until the Work is complete. Fugitive dust as a result of construction shall be controlled at all times.

3.02 WATERING

- A. For road construction, the Contractor shall have a water truck on site at all times for dust control. Wetting shall be done at the direction of the Engineer as required until the final wearing surface is completed.
- B. For utility construction, dust control may be accomplished by water truck or spray system from an on-site water system if approved. Contractor shall be prepared to provide dust control until the final surface is completed.
- C. The Contractor shall provide a water meter for metering any water taken from the

municipal water system whether from fire hydrants or private taps. Watering shall be considered incidental to the related work and will not be paid for separately.

3.03 CHEMICAL CONTROL

- A. Where required by the Engineer, dust control shall be provided by the use of magnesium chloride chemical spray to the road surface.
- B. After the surface has been prepared, the road shall be pre-wet to a very damp condition. The product shall be applied using a watering truck with spray applicator, providing an even distribution across the surface. Application rate shall be 1/3 - 1/2 gallon per square yard. The surface shall be re-sprayed until complete coverage is attained. If Contractor is ordered to use magnesium chloride, Contractor shall be paid as per unit price in Bid Schedule, or in the absence of unit price, shall be negotiated with engineer and Owner before any application. No additional payment will be made for dust control.

END OF SECTION

SECTION 02612

HOT BITUMINOUS PAVEMENT

PART 1 GENERAL

1.01 SUMMARY

- A. Work to be performed under this section shall include all labor, equipment, materials and miscellaneous items necessary to furnish and install one or more courses of bituminous mixture constructed on a prepared surface in accordance with the Specifications or as shown on the Drawings. The finished product shall be in close conformity with the lines, grades, thickness, and typical cross sections shown on the Drawings or as established in the field.

1.02 REFERENCE STANDARDS

- A. All work is to be performed in accordance with the "Colorado Department of Transportation - Standard Specifications for Road and Bridge Construction", latest revision Section 400 and as modified herein. The reference Specifications are not reproduced in their entirety.

1.03 SUBMITTALS

- A. Mix Design. Provide complete mix design by independent testing laboratory, including certifications of all material compliance. The job-mix formula for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of bituminous material to be added to the aggregate, and a single temperature for the mixture at the discharge point of the plant.
 - 1. Submitted mix design shall be sealed by a Professional Engineer in the State of Colorado.
- B. Tack Coat. Certification of material.

1.04 COORDINATION

- A. It shall be the responsibility of the Contractor under this section to coordinate this work with all other trades involved in the project. No paving work shall be started until the work of others has progressed to a point that a definable area can be paved; patching, blending, butting, etc. of work under this section will not be allowed except as required as part of the normal paving operation.

PART 2 PRODUCTS

2.01 COMPOSITION OF MIXTURE

- A. Reference Section 403.02 (further reference 401.02 through 401.06) Section 702, Section 703, and Section 704, with revisions and additions as follows:
1. Aggregate. The proposed job-mix gradation shall be in accordance with Table 703-03 Grading SX. The weight of lime, if used, shall be included in the total weight of the material passing the No. 200 sieve. The restricted zone boundaries given in the Asphalt Institute's Superpave Series No. 2 (SP-2) Manual, Appendix B are to be used as guidelines in mix design development. However, the job-mix gradation is not required to pass above or below the restricted zone boundaries.
 - a. For Gradings S, SX, and SG, a percentage of the aggregate retained on the No. 4 sieve shall have at least two mechanically induced fractured faces when tested in accordance with Colorado Procedure 45. This percentage will be specified in Table 403-1. The angularity of the fine aggregate shall be a minimum of 45.0% when determined according to CP L-5113, Method A. Aggregate samples representing each aggregate stockpile shall be non-plastic if the percent of aggregate passing the Number 4 sieve is greater than or equal to 10 percent by weight of the individual aggregate sample. Plasticity will be determined in accordance with AASHTO T 90.
 - b. The material shall not contain clay balls, vegetable matter, or other deleterious substances. The aggregate for Grading S, SX, and SG shall have a percentage of wear of 45 or less when tested in accordance with AASHTO T 96.
 2. Bituminous Material (binder). Asphalt cement to be Performance Grade (PG) 58-28.
 3. Design Gyrations. N (design) equals 75. Contractor to provide to the Engineer, a job mix composition meeting this section. Submittal shall include testing results sufficient to show compliance. Testing shall be under the certification of an independent testing laboratory acceptable to the Engineer. The mix design shall have been completed within the preceding 12 months.
 4. Contractor may use an anti-stripping additive from the current CDOT approved list of additives.
 5. The Contractor shall prepare a quality control plan outlining the steps to be taken to minimize segregation of HBP. This plan shall be submitted to the Engineer prior to beginning the paving operations. When the Engineer determines that segregation is unacceptable, the paving shall stop and the cause of segregation corrected before paving operations will be allowed to resume.

- a. The Hot Bituminous Pavement shall not contain reclaimed material.

2.02 PRIME COAT

- A. Reference Section 702.02.

- 1. Prime coat shall be MC-70 (ASTM D2026)

2.03 TACK COAT

- A. Reference Section 702.03.

- 1. Tack Coat to be SS-1h (ASTM D977) or CSS-1h (AASHTO M208).

2.04 PAVEMENT MARKING

- A. Reference Section 708.05

- 1. Glass beads required.

2.05 TABLES (see following pages)

The design mix for hot bituminous pavement shall conform to the following:

TABLE 403-1

Property	Test Method	Value For Grading			
		S()	SG()	SX()	Patching
Air Voids, percent at: N (initial) [for information only] N (design)	CPL 5115	3.5 – 4.5	3.5 – 4.5	3.5 – 4.5	3.5 – 4.5
Lab Compaction (Revolutions): N (initial) [for information only] N (design)	CPL 5115	☐	☐	75	☐
Stability, minimum	CPL 5106			28	
Aggregate Retained on the 4.75 mm (No. 4) Sieve with at least 2 Mechanically Induced fractured faces, % minimum	CP 45	☐	☐	70	☐
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B	80	80	80	80
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)	205 (30)	205 (30)	205 (30)
Grade of Asphalt Cement, Top Layer		PG____	PG____	PG 58-28	PG____
Grade of Asphalt Cement, Layers below Top		PG____	PG____	PG 58-28	PG____
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	See Table 403-2	See Table 403-2	See Table 403-2	See Table 403-2
Voids Filled with Asphalt (VFA), %	AI MS-2	☐	☐	65-80	☐
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6	0.6 – 1.2 0.8 – 1.6

Note: AI MS-2 = Asphalt Institute Manual Series 2.

Note: The current version of CPL 5115 is available from the Region Materials Engineer.

Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.

Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen.

Note: Gradations for mixes with a nominal maximum aggregate size of $\frac{3}{4}$ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.

TABLE 403-2

Minimum Voids in the Mineral Aggregate (VMA)			
Nominal Maximum Size*, mm (inches)	***Design Air Voids **		
	3.0%	4.0%	5.0%
25.0 (1)	11	12	13
19.0 ($\frac{3}{4}$)	12	13	14
12.5 ($\frac{1}{2}$)	13	14	15

* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

***Extrapolate specified VMA values for production air voids beyond those listed.

PART 3 EXECUTION

- A. Reference Section 403.03 (further reference 401.07 through 401.20) and Section 407.04 through 407.08.
 1. Maximum compacted pavement depth per pass to be 3".
 2. Prime not required unless indicated on Drawings. Prepared base course or Subgrade surfaces receiving pavement courses shall be primed at Contractor's expense if the surface has deteriorated, due to traffic, weather or time lapse between surface preparation and placement of bituminous materials, such that in the opinion of the Engineer, use of prime coat is required.
 3. Tack coat required between lifts, on all abutting old pavement surfaces and for overlays on existing pavements unless waived by Engineer. Application rate shall be 0.05 to 0.10 gallons per square yard diluted. Dilution shall be one part tack emulsion to one part water.
 - a. All cut asphalt surfaces that are to butt new pavement sections shall be tacked with a liberal application of tack coat prior to paving.

3.01 COMPACTION

- A. The plant mix bituminous pavement shall be compacted by rolling. The number, weight and type of rollers furnished shall be that which is sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required

density is obtained. When the mixture surface temperature falls below 185 degrees F, no further compaction effort will be permitted unless approved.

- B. All roller marks shall be removed with the finish rolling. Use of vibratory rollers with the vibrator on will not be permitted during surface course final rolling and will not be permitted on any rolling on bridge decks covered with waterproofing membrane.
- C. Pavement shall be compacted to a density of 92 percent to 96 percent of the maximum theoretical density, determined according to AASHTO T209. Field density determinations will be made in accordance with Colorado Procedure 44 or 81.
- D. Along forms, curbs, headers, walls and all other places not accessible to the rollers, the mixture shall be thoroughly compacted with mechanical tampers.
- E. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective, shall be immediately removed and replaced with fresh hot mixture, and compacted to conform to the surrounding area.

3.02 SURFACE TOLERANCES

- A. Section 401.20. No skin patching will be allowed.

3.03 PAVEMENT MARKING

- A. Reference CDOT Section 627 and as contained in the Contract Documents.

3.04 INSPECTION AND TESTING

- A. Contractor is solely responsible for Quality Control. They must take whatever means they deem necessary to assure the quality of the product.
- B. Owner will provide Quality Assurance testing. Contractor to cooperate fully with all persons engaged in testing.

3.05 DENSITY TESTING AND CONTROL

- A. See Section 3.01, Compaction, above.
- B. Field Testing. Testing for density during compaction operations to be done using nuclear density methods.
- C. Frequency of Testing. Minimum of one (1) test every 10,000 square feet or as directed by Engineer.
- D. Retesting. In the event of failure to meet compaction criteria, Contractor shall re-compact and/or replace defective work at direction of Engineer. All retesting to be paid for by Contractor, and to be performed by testing firm approved by the Engineer.

END OF SECTION

SECTION 02626

CONCRETE CURB AND GUTTER, SIDEWALK, CURBWALK AND DRIVEWAY

PART 1 GENERAL

1.01 SUMMARY

- A. This Work shall include furnishing all materials, labor, equipment and miscellaneous items necessary for the construction of concrete curb, gutter, sidewalk, handicap ramps, driveway or any combination thereof, all in accordance with these Specifications and in close conformity with the lines, grades, and typical sections as shown on the Construction Drawings or established in the field.

PART 2 PRODUCTS

- A. The materials shall conform to the requirements specified in the following:
 - 1. Section 02222 - Embedment and Base Course Aggregate.

2.01 JOINT FILLER

- A. Pre-molded, preformed conforming to AASHTO M213 to the full depth of the section.

2.02 STRUCTURAL CONCRETE

- A. See Section 03300 for complete Specification.

2.03 FIBERMESH

- A. Fibermesh additive at the rate of 1½ pounds/cubic yard shall be used with all concrete. Use shall be in accordance with manufacturer's recommendations.

PART 3 EXECUTION

3.01 EXCAVATION

- A. Excavation shall be made to the required depth and width to permit the installation and bracing of the forms. The foundations shall be shaped and compacted to a firm even surface conforming to the section shown on the Construction Drawings. Material determined to be unsuitable or non-compact by the Engineer will be removed and replaced.

3.02 FORMS

- A. Forms shall be wood or metal and shall extend for the full depth of the concrete. All forms shall be straight, free from warp and of sufficient strength to resist the pressure of the concrete without springing. Bracing and staking of forms shall be

such that the forms remain in alignment both horizontally and vertically until removal. Satisfactory slip forms may be used when approved. Use of curbing machine will be permitted providing line and grade tolerances can be met.

- B. Steel plates that can be shaped to the desired radius shall be used on all short radii. Open joints shall be formed with a steel separator plate conforming to the section being installed.
- C. Oil and clean all forms prior to placement of concrete.

3.03 MIXING AND PLACING

- A. The foundations shall be thoroughly moistened immediately prior to the placing of the concrete. Compaction of the concrete shall have thorough consolidation achieved by tamping, spading, vibrating or other acceptable methods. Forms shall be left in place until the concrete has set sufficiently to prevent deformation due to removal. Upon removal of the forms, the curb face shall be immediately finished to a uniform surface. In the case of matching existing concrete finishes, an approved method shall be used.

3.04 FINISHING

- A. The surface shall be floated with a wood or magnesium float and given a broom finish. No plastering of the surface will be permitted. All outside edges of slabs and joints shall be rounded to a ¼-inch radius. Broom marks to be perpendicular to traffic or pedestrian flow for installation of sidewalk or concrete flatwork. Broom marks to be parallel to traffic flow for installation of curb and gutter.

3.05 JOINTS

- A. Expansion joints shall be made using ½" pre-molded expansion joint. Construction joints, using ½" pre-molded joint filler, shall be placed at the end of a day's run or during a day's work if there is more than a 30 minute delay in concrete delivery.
- B. Construction joints shall be formed around all appurtenances such as manholes, utility poles, adjacent structures, etc., extending into or abutting the Work. Pre-molded expansion joint filler ¼" thick shall be installed in these joints. Expansion joint filler shall be installed between concrete sidewalks and any fixed structure.
- C. Dummy joints (contraction joints) shall be made by a forming tool to a depth of ¼ of the section with a width of ⅛" to ¼". Open joints shall be made with a separator plate, ⅛" to ¼" in width. Dummy joints in lieu of open joints will be permitted with use of curbing machine.
- D. Joint spacing shall be located as follows:
 - 1. Expansion joints: Every 100' on center; at end of corner radius; at driveway sections; as shown on Construction Drawings.
 - 2. Construction joints: As required during construction; at appurtenances

and structures through or abutting Work.

3. Dummy or open joints: Every 10' on center for curb and gutter and curbside; equal to width of sidewalk for sidewalk; as shown on Construction Drawings.

3.06 CURING

- A. Immediately upon completion of the finishing, concrete shall be moistened and kept moist for a minimum of 72 hours. In lieu of wetting, use of a membrane-curing compound, at the direction of the Engineer, will be permitted.

3.07 BACKFILLING

- A. After the concrete has set sufficiently, the areas behind the curb shall be backfilled to the required elevations and shall be thoroughly compacted in accordance with Section 02200 - Earthwork.

3.08 FIELD QUALITY CONTROL

- A. Tolerances

All vertical surfaces shall not vary more than $\frac{1}{4}$ " in 10' in the horizontal direction. Surface deviation shall not exceed $\frac{1}{4}$ " when measured with a 16' straight edge.

- B. Concrete Strength

The Geo-technical Engineer may take field samples for purposes of testing concrete strength. All substandard strength concrete shall be removed and replaced at Contractor's expense.

END OF SECTION

SECTION 02700

FINISHED GRADING AND RESTORATION

PART 1 GENERAL

1.01 SUMMARY

- A. This Work shall consist of finish grading, restoration of grounds and cleanup. This shall be a continuous process from project start-up to final acceptance of the Work by the Engineer.

PART 2 PRODUCTS

2.01 GENERAL CLEANUP

- A. Cleanup shall include the regrading, resurfacing, rebuilding and replacing of all surfaces on which construction took place, and rebuilding or replacing any areas disturbed by the construction. The streets or roads where disturbed shall be resurfaced by the Contractor, including both gravel and oil roads, and shall be replaced in as good or better condition than that at the start of construction. The Engineer shall be the sole judge as to whether streets, roads or property have been restored to a condition as good or better than at the start of construction.
- B. The Contractor shall, at all times, keep property on which Work is in progress free from accumulation of waste material or rubbish caused by employees or caused by the Work, and he shall carry on a constant program to maintain Work area, structure sites, right-of-ways and the surface of streets and roads in a condition satisfactory to the appropriate authority, grantor of the right-of-way, and the Engineer.
- C. Preliminary cleanup shall commence as soon as the construction site is occupied by the Contractor (including his employees, supplies, materials or equipment) and shall be a continuous process, if necessary, in order that the site of the Work shall have an appearance and/or utility equal to or better than the start of the Work.
- D. Upon completion of the Work, the Contractor shall remove all remaining rubbish, tools, equipment, scaffolds and surplus materials from the job and leave the Work area clean and free of debris.

PART 3 EXECUTION

3.01 GENERAL

- A. All driveways, retaining walls, concrete flatwork, drainage ditches, trees, shrubs, and other miscellaneous items shall be returned to as good as or better than original conditions, if they are damaged by Work.

3.02 LANDSCAPING

- A. See Section 02480 and 02821 for reseeding requirements. Decorative Landscaping is not applicable.

END OF SECTION

SECTION 02821

REVEGETATION AND EROSION CONTROL

PART 1 GENERAL

1.01 SUMMARY

- A. Furnish labor, materials, equipment and services to complete the following work, which shall include but not necessarily be limited to:
 - 1. Soil Preparation and Scarification.
 - 2. Topsoil Placement.
 - 3. Seeding, Hydroseeding.
 - 4. Applying Soils Amendments.
 - 5. Mulching – Fiber Reinforced Matrix and Bonded Fiber Matrix.
 - 6. Sediment and Erosion Control.
 - 7. Slope Stabilization.
 - 8. Maintaining Areas.
 - a. Erosion control work as shown on the drawings and in schedules.

1.02 SUBMITTALS

- A. Certification. Submit in accordance with Federal Seed Act, seed vendor's certified statement for each grass seed mixture required, stating botanical and common name, percentage by weight, and percentages of purity, germination for each grass and wildflower seed species.
- B. Maintenance Instructions. Submit 2 copies of typewritten instructions recommending procedures to be established by the Owner for the maintenance of landscape work for one full year. Submit prior to completion of planting for review by Landscape Architect.

1.03 QUALITY ASSURANCE

- A. Work of this Section shall be performed by a single firm specializing in landscape work having not less than 5 years successful experience in landscape projects of similar scope to this one.
 - 1. Source Quality Control. Ship landscape materials with certificates of inspection as required by governmental authorities. Comply with governing regulations applicable to landscape materials.

1.04 PROJECT / SITE CONDITIONS

- A. Utilities. Determine, based on Owner's site survey and Project Record Documents, location of underground utilities and perform work in a manner which will avoid possible damage. Prior to commencement of landscape work, Landscape Contractor shall contact affected utility companies and request locations of utilities.
- B. Excavation. When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstruction, notify Landscape Architect before planting.

1.05 WARRANTY

- A. Provide written warranty for seeded areas for a period of six (6) months.
- B. For areas seeded after September 31, re-seed unsatisfactory areas by April 1.
- C. For areas seeded after April 1, re-seed unsatisfactory areas after September 31.

PART 2 PRODUCTS

2.01 TOPSOIL

- A. Topsoil will be stockpiled on site and spread on all disturbed areas specified for native seeding, to 4" minimum depth.
 - 1. Soil Amendments:
 - a. Biosol: 96% fungal biomass (dry mycelium), 1% water and 3% potassium magnesia.
 - b. Humate: A natural trace mineral, carbon, and humic acid bases granular soil conditioner that Acts as an organic chelator and microbial stimulator.

2.02 GRASS MATERIALS

- A. Seed Mix. Seed shall be at least 95% pure and shall have a minimum germination percentage of 85%. Seed shall be furnished separately or in mixtures in standard containers with the same seed name, lot number, net weight, percentages of purity and of germination and hard seed, and percentage of maximum weed seed content clearly marked for each kind of seed. The Contractor shall furnish the Engineer duplicate signed copies of a statement by the vendor certifying that each lot of seed has been tested by a recognized laboratory for seed testing within 6 months of date of delivery. This statement shall include: Name and address of laboratory, date of test, lot number of each kind of seed, and the results of tests as to name, percentage of weed content for each kind of seed furnished, and in case of a mixture, the proportions of each kind of seed.

Recommended Native Grass Seed Mix:

DESCRIPTION	Lbs. (Pls.)* per Acre
Intermediate Wheatgrass 'Tegmar'	10.0
Western Wheatgrass 'Arriba'	8.0
Slender Wheatgrass 'San Luis'	6.0
Sheep Fescue 'Covar'	5.0
Indian Ricegrass 'Nez Par'	6.0
Blue Gramma 'Hachita'	4.0
Sand Dropseed	1.0
Perennial Ryegrass 'Low Grow'	6.0
Rocky Mountain Penstemon 'Bandera'	2.0
Showy Goldeneye	1.0
Blue Flax 'Appar'	1.5
Total:	50.5

* Pounds Pure Live Seed per Acre

Recommended Wetland Area Seed Mix:

DESCRIPTION	%
Canada Wildrye	12.0
Switchgrass	12.0
Alkali Bulrush	12.0
American Sloughgrass	10.0
Prairie Cordgrass	10.0
Soft Stem Bulrush	6.0
Meadow Sedge	6.0
Olney's Threesquare Bulrush	6.0
Nebraska Sedge	6.0
Alkali Grass	6.0
Hardstem Bulrush	5.0
Creeping Spikerush	4.0
Popcorn Sedge	2.0
Pale Bulrush	2.0
Baltic Bulrush	1.0

Seed at the rate of 8oz per 1000 square feet.

2.3 SOIL EROSION CONTROL

- A. Fiber Reinforced Matrix: Provide Fiber Reinforced Matrix (Flex Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736). The matrix shall contain wood fibers that have been pasteurized to 350° F and mechanically defibrated to produce a specific range of fiber lengths, with a minimum of 25% of the fibers averaging .4 inches long and with 50% or more retained on a Clark Fiber Classifier 24-mesh screen.

1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test (liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).
 2. The binder shall not dissolve or disperse upon re-wetting.
 3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
 4. The matrix shall have no germination or growth inhibiting factors sand shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- B. Bonded Fiber Matrix: Provide Bonded Fiber Matrix (Soil Guard, Mat, Inc. 12402 Highway 2, Floodwood, Minnesota, 55736). The matrix shall be comprised of a long strand, thermally produced wood fibers passing a freeness test at a 760 cc (MLS) level or below (>88% of total volume by weight) held together by organic tackifiers (10%) and mineral bonding agents (<2%) which upon drying, become insoluble and non-dispersible.
1. The material, when mixed into a liquid slurry, shall pass a free liquid quality control test (liquids separate from fibrous solids no greater than one inch in one minute's time as measured on a standard test board).
 2. The binder shall not dissolve or disperse upon re-wetting.
 3. The matrix shall have minimum water holding capacity of 1000g/100g (1.2 gal/lb matrix).
 4. The matrix shall have no germination or growth inhibiting factors sand shall not form a water insensitive crust. The matrix shall be comprised of materials which are 100% biodegradable and 100% beneficial to plant growth.
- C. Sediment Control: Provide Curlex Sediment Logs as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645. Provide Type II (12 inch diameter), Type III (9 inch diameter) and Type IV (6 inch diameter) logs. Type and sizes as indicated on drawings.
1. Scour and Erosion Mats: Provide ScourStop™ erosion control mats, as manufactured by Erosion Tech, LLC, 2501 SE Times Drive Ste. 50, Ankey, Iowa, 50021, (877) 997-2687.
- D. Erosion Blanket: Provide Curlex II Fibernet erosion blankets as manufactured by American Excelsior Company, 850 Avenue H East, Arlington, Texas, 76011, (800) 777-7645.
- E. Soil Stabilization: Provide StarTak 600 organic tackifier as manufactured by Chemstar Products Company, 3915 Hiawatha Avenue, Minneapolis, Minnesota, 55406, (612) 722-0079.

- F. Dandy Curb Bags: Provide Dandy Curb Bags for curb and gutter inlet protection as manufactured by Dandy Products, Inc., 1095 Harcourt Road, Mount Vernon, OH 43050, (800) 591-2284.
- G. CPG3000 TRM: Provide CPG3000 Biaxial Geogrid Reinforced Synthetic Fiber Filled Turf Reinforcement Mat (TRM) as manufactured by GreenfiX America, P.O. Box 1459, Brawley, CA 92227, (760) 351-7791

PART 3 EXECUTION

3.01 PREPARATION

- A. Preparation for Native Grass Seeded Areas:
 - 1. Prior to revegetation planting or topsoil placing, all cut and fill slopes will be contoured to blend in with adjacent terrain. The top and bottom of slopes will be rounded and feathered into undisturbed natural terrain. Abrupt grade changes will be avoided, making smooth transitions from the slope face to more level areas at the top and bottom of slopes.
 - 2. Spread a minimum of 4" of topsoil on all native grass seeded areas.
 - 3. An area to be seeded shall be considered a satisfactory seedbed without additional treatment if it has recently been thoroughly loosened and worked to a depth of not less than 5" as a result of grading operations and, if immediately prior to seeding, the top 3" of soil is loose, friable, reasonably free from large clods, rocks, large roots, or other undesirable matter and if shaped to the required grade.
 - 4. Restore seeded areas to specified condition if eroded, hardened (armored), or otherwise disturbed after fine grading and prior to planting.
 - 5. Scarify native grass seeded areas with a dozer or track hoe and leave an irregular surface. Scarification marks should run parallel to the slope contour.

3.02 NATIVE GRASSES

- A. Seeding/Fertilizing:
 - 1. Seed native grass areas in the late fall, prior to the ground freezing or in the early spring.
 - 2. Do not use wet seed or seed which is moldy or otherwise damaged in transit or storage.
 - 3. Sow seed by using hydraulic seeding equipment suitable to conditions and capable of uniform sowing of seed and coverage. Sow seeds with an aqueous mixture consisting of seed, soil amendments and a tracer of hydromulch. For areas inaccessible to seeding machine, hand broadcast

seed and rake seed lightly into top 0.125" of soil. Distribute seed evenly over the entire area.

4. Sow native grass seed at not less than 25.0 Lbs./PLS per acre.
5. Apply Biosol at a rate of 1,800 lbs./acre.
6. Apply Humate at a rate of 900 lbs./acre.
7. Seed, soil amendments and tracing mulch shall be mixed together in the relative proportions specified, but not more than a total of 220 pounds of these combined solids shall be added to and mixed with each 100 gallons of water.
8. All water shall be obtained from fresh water sources and shall be free from injurious chemicals and other toxic substances harmful to plant life.
9. All mixtures shall be constantly agitated from the time they are mixed until they are finally applied to the seedbed.
10. Particular care shall be exercised to insure that the application is made uniformly and at the prescribed rate and to guard against misses and overlapped areas.
11. The mixture shall be applied by means of a high-pressure spray which shall always be directed upward into the air so that the mixtures will fall to the ground like rain in a uniform spray. Nozzles or sprays shall never be directed toward the ground in such a manner as might produce erosion or runoff.

3.03 EROSION CONTROL

A. Fiber Reinforced Matrix (Flex Guard):

1. Once seed and soil amendments have been applied, apply Flex Guard, as specified, over seeded areas as indicated on the drawings.
2. Flex Guard shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Flex Guard shall be spray-applied at a rate of 3,500 lbs./acre on all seeded slopes. Spray Flex Guard matrix utilizing standard hydraulically seeding equipment in a 2 way directional fashion. Spray 60% of recommended rate in one (1) direction and 40% of the recommended rate in the other direction as to achieve 100% coverage of all exposed soil.
3. The matrix shall have no holes greater than 1mm in size.
4. The matrix shall have no gaps between product and the soil.

5. A manufacturer's representative shall be present during the beginning of installation of the Fiber Reinforced Matrix.
 6. Bonded Fiber Matrix: (Soil Guard):
 7. Once seed has been applied, apply Bonded Fiber Matrix, as specified, over seeded areas as indicated on the drawings.
 8. The Bonded Fiber Matrix shall be installed by a contractor certified by the manufacturer to be trained in the proper procedures for mixing and application of the product. The matrix shall be mixed according to the manufacture's recommendations and contractor shall demonstrate 'free liquid' test to inspector upon request. Bonded Fiber Matrix shall be spray-applied at a rate of 2,000 lbs./acre on slopes less than 2:1. Apply matrix at a rate of 3,500 lbs./acre on slopes 2:1 or greater. Spray matrix utilizing standard hydraulically seeding equipment in successive layers as to achieve 100% coverage of all exposed soil.
 9. The matrix shall have no holes greater than 1mm in size.
 10. The matrix shall have no gaps between product and the soil.
 11. The Bonded Fiber Matrix shall not be applied immediately before, during or after rainfall, such that the matrix will have opportunity to dry for up to 24 hours after installation.
 12. A manufacturer's representative shall be present during the beginning of installation of the Bonded Fiber Matrix.
- B. StarTak 600:
1. Apply StarTak 600 on soil stockpiles in locations where indicated on the drawings. Apply mechanically at a rate of 60 lbs/acre.
- C. Curlex Sediment Logs:
1. Install Curlex Sediment Logs on slopes, drainage swales and drain inlets in locations and sizes as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.
- D. Dandy Curb Bags:
1. Install Dandy Curb Bags over curb and gutter inlets at locations per manufacturers recommendations where noted on the drawings.
- E. Scour and Erosion Mats:
1. Install ScourStop transition mats and Curlex II erosion blankets at outfall areas of drainage culverts as indicated on drawings. Install as per manufactures recommendations and as noted on drawing details.

F. CPG3000 TRM:

1. Install CPG3000 TRM within the rundown channel that approaches the 8' x 8' concrete box culvert according to manufacturer's recommendations and as shown on the drawings.

3.04 MAINTENANCE

- A. Maintain grass seeded areas for not less than 30 days and longer as required to establish an acceptable cover.
- B. Surfaces gullied or otherwise damaged following seeding shall be repaired by re-grading and reseeding.

3.05 CLEANUP AND PROTECTION

- A. During landscape work, store materials and equipment where directed.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades and trespassers. Maintain protection during installation and maintenance periods. Treat, repair or replace damaged landscape work as directed.

3.06 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, the Landscape Architect will make an inspection to determine acceptability.
- B. Where inspected landscape work does not comply with the requirements, replace rejected work and continue specified maintenance until re-inspected by the Landscape Architect and found to be acceptable. Remove rejected materials promptly from the project site.

END OF SECTION

From: Lance Rundle <dirtpoorrci@gmail.com>
Sent: Friday, October 24, 2025 4:34 PM
To: Nicki P
Cc: Stefen Wynn
Subject: Re: Quote for Pan American Crossing for Stewart Ditch

You don't often get email from dirtpoorrci@gmail.com. [Learn why this is important](#)

Thank you for the opportunity to give you a price to do this project.
\$72,500 which includes; haul and install pipe, dig and back fill ditch, place and haul class 6 material, move in and move out.
This does not include asphalt, concrete work, traffic control, seeding, surveying, BMP management.
Thank You
Lance. if you have any questions please call (970)-361-6282

On Oct 24, 2025, at 12:40 PM, Nicki P <nickip@townofpaonia.com> wrote:

Lance,

Here are the documents . If you could get us a quote asap, we will get it on the agenda for Tuesday's meeting.

Thank you,

<Outlook-cy0a0x3.png>

Nicki Poulos,

Director Public Works

P : (970) 527-4101

C: (970) 914-2213

E : NickiP@townofpaonia.com

214 Grand Ave.
Paonia, CO 81428

<https://townofpaonia.colorado.gov/>

<StewartDitch-Bid Dwgs.pdf><ProjectManual-Bid_f.pdf>



**TOWN OF PAONIA
BOARD OF TRUSTEES MEETING
STAFF REPORT**

AGENDA ITEM:	RFQ 2025-05 IT Managed Services Decision
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	10.24.2025
BACKGROUND:	The Town of Paonia issued RFQ 2025-05 – Professional Managed IT Services on August 27, 2025, seeking proposals from qualified Managed Service Providers (MSPs) to oversee and maintain the Town's information technology (IT) infrastructure. The goal of this solicitation was to secure a partner capable of improving IT effectiveness, strengthening cybersecurity, supporting CJIS-compliant systems for the Police Department, and ensuring reliable connectivity across all municipal operations—including Administration, Public Works, Water and Wastewater Treatment Plants, and Police facilities. The contract term is structured for three years beginning November 1, 2025, with the option for up to two one-year extensions based on satisfactory performance. Ten proposals were received by the September 30, 2025 deadline and evaluated independently by the Selection Committee using the weighted criteria outlined in the RFQ: Project Team Qualifications (125 points), Scope of Services (150), Municipal & Public Safety Experience (150), Management & Schedule (75), and Proposal Format & Completeness (50). Ten firms submitted proposals: Istonish, Silicon Plains, Juptier Capital Management, Jagaban Services llc, Lancesoft, Camnet inc., RSM, Dash Technology, Mitchell & Company, Pollux Software Solutions Following review of technical qualifications, public safety experience, and service capacity, Istonish achieved the highest composite score, narrowly surpassing Silicon Plains. Both firms demonstrated strong municipal experience, but Istonish distinguished itself through its depth of CJIS-qualified personnel, robust Microsoft 365 and Azure administration expertise, and proactive disaster-recovery planning approach consistent with the Town's needs outlined in the RFQ scope of services.
BUDGET:	Costs associated with managed IT services will be allocated across enterprise and general fund departments proportionally to service utilization, including Administration (10-41), Police (10-42), Water (60-50), Wastewater (70-51), and Sanitation (80-52). Expenditures will be drawn from existing Professional Services line items.
RECOMMENDATION:	RECOMMENDED MOTION: I move that the Board of Trustees authorize the Town Administrator to negotiate and execute a three-year Managed IT Services Agreement with Istonish, effective December 1, 2025, with the option for two additional one-year renewals based on performance.
ATTACHMENT:	Attachment A: RFQ 2025-05 Scoring Summary Sheet Attachment B: Combined Scoring Sheets from Scorers Attachment C: Combined IT Consultant Proposals Attachment D: RFQ 2025-05 Professional Managed IT Services

CONSULTANT		REVIEWER SCORE			
Jupiter Capital Management		Ruben S.	Garrett H.	Derek H.	Kaden H.
	Project Team Qualifications	100	75	125	100
	Scope of Services	120	120	150	120
	Municipal & Public Safety Experience	120	90	150	120
	Management & Schedule	45	45	60	45
	Proposal Format & Completeness	30	30	50	40
		TOTAL 1735/2200			
Mitchell and Company					
	Project Team Qualifications	75	125	DNC	62.5
	Scope of Services	120	120	DNC	90
	Municipal & Public Safety Experience	120	60	DNC	75
	Management & Schedule	60	45	DNC	37.5
	Proposal Format & Completeness	40	30	DNC	20
		TOTAL 1080/1650			
Jagaban Svcs. LLC					
	Project Team Qualifications	100	125	125	112.5
	Scope of Services	150	90	150	120
	Municipal & Public Safety Experience	90	60	120	135
	Management & Schedule	45	45	60	37.5
	Proposal Format & Completeness	50	30	40	40
		TOTAL 1725/2200			
Silicon Plains					
	Project Team Qualifications	125	100	125	112.5
	Scope of Services	150	60	150	135
	Municipal & Public Safety Experience	150	120	150	150
	Management & Schedule	60	30	60	60
	Proposal Format & Completeness	50	20	40	45
		TOTAL 1892.5/2200			
RSM					
	Project Team Qualifications	100	100	DNC	87.5
	Scope of Services	120	120	DNC	90
	Municipal & Public Safety Experience	120	120	DNC	120
	Management & Schedule	75	45	DNC	37.5
	Proposal Format & Completeness	50	40	DNC	40
		TOTAL 1265/1650			

CONSULTANT		REVIEWER SCORE			
Pollux Software Solutions		Ruben S.	Garrett H.	Derek H.	Kaden H.
	Project Team Qualifications	75	50	75	50
	Scope of Services	90	30	90	75
	Municipal & Public Safety Experience	60	0	90	30
	Management & Schedule	45	15	45	30
	Proposal Format & Completeness	20	10	30	25
		TOTAL 935/2200			
LanceSoft					
	Project Team Qualifications	125	50	100	100
	Scope of Services	150	90	120	120
	Municipal & Public Safety Experience	120	120	120	120
	Management & Schedule	75	30	45	60
	Proposal Format & Completeness	50	20	40	40
		TOTAL 1695/2200			
Camnet, Inc.					
	Project Team Qualifications	100	75	100	75
	Scope of Services	90	90	120	90
	Municipal & Public Safety Experience	120	60	120	90
	Management & Schedule	45	45	60	52.5
	Proposal Format & Completeness	40	30	40	40
		TOTAL 1482.5/2200			
Dash Technology, Inc.					
	Project Team Qualifications	50	50	75	75
	Scope of Services	60	90	60	90
	Municipal & Public Safety Experience	60	120	60	120
	Management & Schedule	45	45	30	45
	Proposal Format & Completeness	30	40	30	40
		TOTAL 1215/2200			
Istonish					
	Project Team Qualifications	125	75	125	100
	Scope of Services	150	90	150	120
	Municipal & Public Safety Experience	150	120	150	120
	Management & Schedule	75	45	60	60
	Proposal Format & Completeness	50	40	50	40
		TOTAL 1895/2200			

Rank	Consultant	Score	Percentage
1	Istonish	1895/2200	86.14%
2	Silicon Plains	1892.5/2200	86.02%
3	Jupiter Capital Management	1735/2200	78.86%
4	Jagaban Svcs. LLC	1725/2200	78.41%
5	Lancesoft	1695/2200	77.05%
6	Camnet, Inc.	1482.5/2200	67.39%
7	RSM	1265/1650	76.67%
8	Dash Technology Inc.	1215/2200	55.23%
9	Mitchell and Company	1080/1650	65.45%
10	Pollux Software Solutions	935/2200	42.50%

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Jupiter Capital Management (JCM)

Evaluator Name: Roben Santiago

Date: 10-16-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	<u>100</u>	plenty of recent/consulting exp - But very little in certs - no explicit C/IS ^{certs} training mention for specific staff
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	<u>120</u>	no mention of on-site hardware resp.
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>4</u>	<u>120</u>	Good small + local exp. no specific mention of work involving CIS References provided but w/out contact info
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	<u>45</u>	po SLA matrix of resp. times. after hours support hours unclear.
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>3</u>	<u>30</u>	I hated the background graphics, look like Spiced Blue coffee. SLA Matrix not provided, verbalized. no Ref. contact info
TOTAL	550		<u>415</u>	

Final Notes

way expensive! too heavy on mgmt/consultant sq no CIS exp. listed.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Jupiter Capital Management

Evaluator Name: G. Henderson

Date: October 10, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

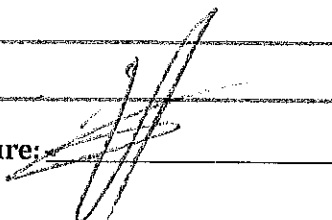
Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	—	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	—	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>3</u>	_____	
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>3</u>	_____	
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>3</u>	_____	
TOTAL	550		_____	

Final Notes

Seemingly lots of services

Evaluator Signature:



Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: Jupiter Capital
Evaluator Name: Derek Heinigler
Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	150 <u>150</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Jupiter Capital Management
Evaluator Name: Kaden Heiniger
Date: 10/08/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	_____	
- Relevant experience of personnel				• 25 year experience
- Certifications/training				• municipal / public safety exposure
- Team structure & availability				• obtains certifications and exceeds requirements
- Familiarity with municipalities				• well structured leadership
2. Scope of Services	30	<u>4</u>	_____	
- Comprehensive approach				• meets requirements
- Innovative strategies				• AI / Microsoft Power Automation
- Methodology for training & communication				• monthly reporting on user training
				• Role Based learning

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	—	• note of staff success • claims of police department assistance in systems used • strong references
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>3</u>	—	• meets requirements • concerned about plan for small town • Quarterly response/4 hour response time
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	• Organized/Clear/Professional • compliant • Detailed with evidence and thorough
TOTAL	550		—	

Final Notes

JCM provided a strong proposal with presentations of a well qualified staff who obtains the proper training and experience. Overall, a professional and organized proposal with strong references, but concern for a small town plan compared to larger references.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Dash Technology Inc.

Evaluator Name: Rubén Santiago

Date: 10-16-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2</u>	<u>50</u>	What team? This is a staffing company. Resumes are titled only - no bums. No person is certified people listed. No mention of Personal Staff Support.
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>2</u>	<u>60</u>	Sure, they can "staff" the people we need, but having a reliable contact would be btr.
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>2</u>	<u>60</u>	60 muni exp. listed, no CSIS exp. listed, "Gov entities" is generic Ref. provided state spec.
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	<u>45</u> 30	no transition/cutback timeline, lacks specific start time for each tier Absolutely <u>no</u> mention of on-site support.
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>3</u>	<u>30</u>	Ref. made w/ hi. very "templated" ^{ish} vague on staff names because they are not recruited yet = staffing company.
TOTAL	550		<u>245</u> 230	

Final Notes

Solid but Generic (and Li gen) prop. Missing small muni
 exp. + regional (onsite) support needed 2 times. NO staffs,
 yet, that is CSIS policy. This is a staffing company for IT sys.

Evaluator Signature: [Signature]

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Pash Technologies Inc

Evaluator Name: G Henderson

Date: October 10, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

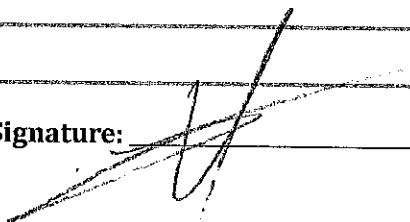
Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>4</u>	—	
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	—	
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>4</u>	—	
TOTAL	550		—	

Final Notes

Lots of big state & companies associated.

Evaluator Signature:



Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: Dash Technologies Inc
Evaluator Name: Derek Heininger
Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor – minimal evidence provided
 - 2 = Fair – partially meets requirements
 - 3 = Satisfactory – meets requirements adequately
 - 4 = Good – exceeds requirements in some areas
 - 5 = Excellent – exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	<u>75</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>2</u>	<u>60</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Dash Technologies Inc.

Evaluator Name: Kaden Heiniger

Date: 10/06/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	_____	
- Relevant experience of personnel				• meets expectations
- Certifications/training				• Obtains CJIS/familiarity and experience in Microsoft/Cisco
- Team structure & availability				• Solid Structure/lacks detail with help desk
- Familiarity with municipalities				• Municipal & Public Safety experience
2. Scope of Services	30	<u>3</u>	_____	
- Comprehensive approach				• Would like to see more about timelines i.e. emergent situations.
- Innovative strategies				
- Methodology for training & communication				• Offers training but lacks detail on how/when.

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	—	• provides capabilities but lacks evidence • obtains references/lacks performance evaluation
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>3</u>	—	• Concerns with availability. • No firm detailed coverage schedule
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	• Organized/professional
TOTAL	550		—	

Final Notes

Dash Technologies provides a well organized and professional proposal, with strong claims of experience and familiarity in systems we use. However, the proposal is satisfactory, by meeting requirements but not exceeding them.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: CamNet, Inc.
Evaluator Name: Ruben Santiago
Date: 10-16-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	<u>100</u>	no CS is mentioned - Summary resumes Direct
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	<u>90</u>	24/7 after hours & over allocated costs more - No Forward Thinking No AI analytics, no mention of DR, Zero Trust, etc.
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>4</u>	<u>120</u>	Made good local exp and of munis - NO mention of CSIS experience or SCAPT management.
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	<u>45</u>	8-9 schedule, after costs more. & no SLA matrix and onsite visits cost \$ NO unbidding Schedule
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>4</u>	<u>40</u>	Lacked bit of Detail on Resumes
TOTAL	550		<u>395</u>	

Final Notes

Good Contender, however no CSIS work mentioned, Lacked
 SLA Response Matrix. I Hate the fact that limited
 to Allocation of hours in Prop.

Evaluator Signature: R. [Signature]

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Camnet

Evaluator Name: G. Henderson

Date: October 10, 2025

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor – minimal evidence provided
 - 2 = Fair – partially meets requirements
 - 3 = Satisfactory – meets requirements adequately
 - 4 = Good – exceeds requirements in some areas
 - 5 = Excellent – exceeds requirements in all areas
-

Evaluation Criteria

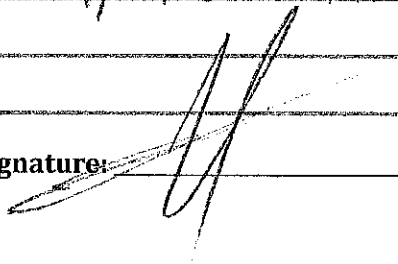
Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	—	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	—	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>2</u>	—	
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	—	
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>3</u>	—	
TOTAL	550		—	

Final Notes

Average companies but more public safety oriented.

Evaluator Signature:



Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Cam Net Inc

Evaluator Name: Derek Heiniger

Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor - minimal evidence provided
 - 2 = Fair - partially meets requirements
 - 3 = Satisfactory - meets requirements adequately
 - 4 = Good - exceeds requirements in some areas
 - 5 = Excellent - exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	<u>100</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	<u>120</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Camnet Inc.
Evaluator Name: Kaden Heiniger
Date: 10/07/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	_____	
- Relevant experience of personnel				• meets some requirements
- Certifications/training				• not cis certified
- Team structure & availability				• outlines willingness to obtain certifications
- Familiarity with municipalities				• Familiarity in systems
2. Scope of Services	30	<u>3</u>	_____	
- Comprehensive approach				• 4 on site visits raise concerns
- Innovative strategies				• AI/proactive/lifecycle reports
- Methodology for training & communication				• concerns on helpdesk cap/distance

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>3</u>	—	- Statistics in systems we use - municipal rather than Law enforcement - experience in law enforcement systems
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3.5</u>	—	- Distance causes concern - Help desk cap 24/7 support
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>4</u>	—	- Compliant/Thorough - Strong - could meet expectations
TOTAL	550		—	

Final Notes

CamNet provides a well organized and compliant proposal with claims of expertise and certifications. Overall expectations could be made due to transparency, but concerns on availability.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Lance Soft Inc.

Evaluator Name: Ruben Santiago

Date: 10-15-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	Extensive exp. + GIS exp. NO local exp.
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	<u>150</u>	Excellent!
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>84</u>	<u>120</u>	no small muni examples Can they scale down for a more compact envi?
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>5</u>	<u>75</u>	Good SLA. + on-site w/in 4 hours
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>5</u>	<u>50</u>	Very good Attn to detail.
TOTAL	550		<u>520</u>	

Final Notes

Solid Prop. Excellent Support structure & times.
However, very little rural (small towns) exp. Maybe
too much in size + cost?

Evaluator Signature: *[Signature]*

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: LanceSoft

Evaluator Name: G. Henderson

Date: October 6, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

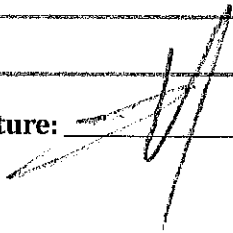
Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>4</u>	—	
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>2</u>	—	
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>2</u>	—	
TOTAL	550		—	

Final Notes

Very expensive for such a long stabilization schedule

Evaluator Signature: 

Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: LanceSoft Inc
Evaluator Name: Derek Heiniger
Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor – minimal evidence provided
 - 2 = Fair – partially meets requirements
 - 3 = Satisfactory – meets requirements adequately
 - 4 = Good – exceeds requirements in some areas
 - 5 = Excellent – exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	<u>100</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	<u>120</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Lancesoft
Evaluator Name: Kaden Heiniger
Date: 10/07/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	_____	• Exceeds requirements in experience category • Strong certifications in required systems • Detailed structure/availability
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	_____	• Detailed Tier I-III • AI/lifecycle analytics • Practical & Role Specific training
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	—	• References state statistics for success • Reference with similar needs
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>4</u>	—	• Detailed response • 24/7 emergency availability • Fairly rapid onsite response
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	• Professional/clear/simple • Meets requirements
TOTAL	550		—	

Final Notes

Lancesoft's proposal is strong, thorough, and fully compliant to the guidelines. Their claims of experience, training, and knowledge are well supported. Overall they would exceed or meet requirements.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Pollux Software Solutions

Evaluator Name: Ruben Santiago

Date: 10-16-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	<u>75</u>	no moni exp, no staff availability for specific systems. no hardware staff
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	<u>90</u>	remote first w/ only visits may not be enough no SLA matrix or response times no training schedule lists items w/out specifics.
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>2</u>	<u>60</u>	NO muni exp., no state or exp. w/ smaller muni systems, no mentions of other systems.
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	<u>45</u>	8-5 support, after hours only for critical, no implementation plan or schedule - un defined 24/7 supp. NO SLA Response Matrix.
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>2</u>	<u>20</u>	Missing: records or attachments no insurance evidence Looks more like a template -
TOTAL	550		<u>290</u>	

Final Notes

possibly capable but generic & incomplete proposal. Lack of
small muni exp, local, or CISIS certifications, makes team weak
Town needs hands-on continuity

Evaluator Signature: PA [Signature]

Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: Pollux

Evaluator Name: G. Henderson

Date: October 15, 2025

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor – minimal evidence provided
 - 2 = Fair – partially meets requirements
 - 3 = Satisfactory – meets requirements adequately
 - 4 = Good – exceeds requirements in some areas
 - 5 = Excellent – exceeds requirements in all areas
-

Evaluation Criteria

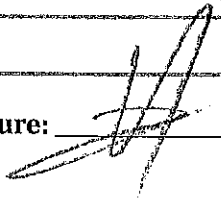
Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>1</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>0</u>	—	
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>1</u>	—	
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>1</u>	—	
TOTAL	550		—	

Final Notes

Not sure how they are qualified at all.

Evaluator Signature:



Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Pollux Software Solutions

Evaluator Name: Derek Heiniger

Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	<u>75</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	<u>90</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Pollux Software Solutions

Evaluator Name: Kaden Heiniger

Date: 10/08/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2</u>	_____	
- Relevant experience of personnel				• Strong IT background
- Certifications/training				• Standard certifications
- Team structure & availability				• No CSIS personnel?
- Familiarity with municipalities				• Heavy remote support use
				• quarterly/Emergent visits
2. Scope of Services	30	<u>2.5</u>	_____	
- Comprehensive approach				• meets minimal requirements
- Innovative strategies				• standard strategies
- Methodology for training & communication				• optional training that is a package deal?

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>1</u>	—	• Little to no experience in requirements • CJIS readiness • claims of success by references
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>2</u>	—	• Emergency response • 24/7 • Quarterly visits
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>2.5</u>	—	• Organized • lacking detail • Compliant to requirements • would not say thorough
TOTAL	550		—	

Final Notes

Pollux provides an organized proposal with standard IT support. However, they lack direct experience, training, and responsiveness. Overall this submission would meet bare minimum requirements.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: RSM
Evaluator Name: Ruben Santiago
Date: 10-15-2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

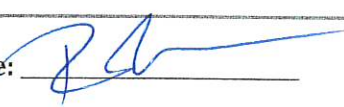
Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	<u>100</u>	- no CSIS mention - - very "templish" - - hourly rate - high
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	<u>120</u>	- a little too system size - could drive costs up. - good SLA response times
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	<u>120</u>	- good Microsoft Support - Very little Small mun. examples - - no local Ref.
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>5</u>	<u>75</u>	- all reasonable
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>5</u>	<u>50</u>	Great, but seems very generic - like a template used -
TOTAL	550		<u>465</u>	

Final Notes

Org seems tailored for much larger orgs.

Evaluator Signature: _____



Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: RSM

Evaluator Name: G. Henderson

Date: October 6, 2025

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor - minimal evidence provided
 - 2 = Fair - partially meets requirements
 - 3 = Satisfactory - meets requirements adequately
 - 4 = Good - exceeds requirements in some areas
 - 5 = Excellent - exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience	30	<u>4</u>	_____	
- Microsoft/project success record				
- Municipal and public safety experience				
- References provided				

4. Management and Schedule	15	<u>3</u>	_____	
- Responsiveness & availability				
- Flexibility/adaptability				

5. Proposal Format & Completeness	10	<u>4</u>	_____	
- Clarity & organization				
- Compliance with RFQ requirements				
- Thoroughness and attention to detail				

TOTAL	550		_____	
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Final Notes

Evaluator Signature: _____

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: RSM

Evaluator Name: Kaden Heiniger

Date: 10/07/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

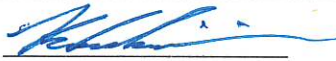
Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3.5</u>	—	
- Relevant experience of personnel				• Large Firm
- Certifications/training				• Claims of experience/familiarity
- Team structure & availability				• Certifications meet requirements
- Familiarity with municipalities				• Size causes concern
2. Scope of Services	30	<u>3</u>	—	
- Comprehensive approach				• Would meet requirements
- Innovative strategies				• Training information lacking
- Methodology for training & communication				• Basic innovative strategies

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	—	• Larger scale references • Claims of experience made • references note success
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>2.5</u>	—	• Tier 1-III 24/7 • proactive monitoring • unknown on-site response time
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	• meets requirements • Clear and organized • Would have liked further detail in some areas
TOTAL	550		—	

Final Notes

RSM provided a solid proposal in technical expertise with notes of certifications and experience. This proposal is professional and complete, but raises concern due to lack of detail. Overall, RSM would meet most requirements.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Silicon Plains
Evaluator Name: Ruben Santiago
Date: 10-8-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	Lots of Senior exp. Plenty of Certs + O's Resumes were summaries
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	<u>150</u>	Strong model, good coverage Missing SLA metrics Specifics: Resp By severity Lvs.
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>5</u>	<u>150</u>	Good CIS exp. Muni exp. Ref. included
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>54</u>	<u>60</u> <u>75</u>	24/7 Help Desk ✓ Recomm: SLA response Times for severity No time mention for on site er.
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>5</u>	<u>50</u>	very Prof. and Detailed Love the Flat Rate
TOTAL	550		<u>335</u> <u>550</u>	

Final Notes

Great Prop. Strong CIS coverage. Suitable for Muni.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Silicon Plains

Evaluator Name: G. Henderson

Date: October 15, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>2</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: Silicon Plains LLC
Evaluator Name: Derek Heniger
Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor - minimal evidence provided
 - 2 = Fair - partially meets requirements
 - 3 = Satisfactory - meets requirements adequately
 - 4 = Good - exceeds requirements in some areas
 - 5 = Excellent - exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	<u>150</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Silicon Plains
Evaluator Name: Kaden Heiniger
Date: 10/08/25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4.5</u>	—	
- Relevant experience of personnel				• qualified staff
- Certifications/training				• relatively small company
- Team structure & availability				• leadership seems impressive
- Familiarity with municipalities				• references with like needs
2. Scope of Services	30	<u>4.5</u>	—	
- Comprehensive approach				• detailed/comprehensive onboarding process
- Innovative strategies				• meets/exceeds security expectations
- Methodology for training & communication				• user training

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>5</u>	—	• direct experience with similar needs/areas • detailed reference project success • large gov. entity references
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>4</u>	—	• 24/7 help desk • dispatch system • Colorado based
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4.5</u>	—	• Simple / detailed / organized • complied with • Thorough • Enjoyed less fluff detail
TOTAL	550		—	

Final Notes

Silicon Plains submits a strong proposal, which is simple, thorough, detailed, and overall impressive. Overall, well aligned with Paonia's needs, supported by strong credentials.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Jagaban Sys LLC
Evaluator Name: Ruben Santiago
Date: 10-15-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications - Relevant experience of personnel - Certifications/training - Team structure & availability - Familiarity with municipalities	25	<u>84</u>	<u>105</u>	Good but heavy on enterprise systems – no small muni exp. Can they handle the unique issues?
2. Scope of Services - Comprehensive approach - Innovative strategies - Methodology for training & communication	30	<u>5</u>	<u>150</u>	overlooking the lack of onboarding chart or transition.

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>3</u>	<u>90</u>	NO Colorado exp. most out of state and subcontractors — this "readiness" not certified (or lack of listing)
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>3</u>	<u>45</u>	no SLA, milestones no outsourcing timeline
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>5</u>	<u>50</u>	Very complete — even provided details for AV req.
TOTAL	550		455 <u>535</u>	

Final Notes

Felt it is very overpriced. NO mention of SLA times.
 seemed more tailored for Denver.

Evaluator Signature: 

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Jagaba

Evaluator Name: G. Henderson

Date: 10/15/2025

Scoring Guidelines

- 0 = Does not **meet** requirements
- 1 = Poor – **minimal** evidence provided
- 2 = Fair – **partially** meets requirements
- 3 = Satisfactory – **meets** requirements adequately
- 4 = Good – **exceeds** requirements in some areas
- 5 = Excellent – **exceeds** requirements in all areas

Evaluation Criteria

Criteria

1. Project Team Qualifications

- Relevant experience of personnel
- Certifications/training
- Test structure & availability
- Fairity with municipalities

Weight	Score (0-5)	Weighted Score	Evaluator Notes
25	5		

2. Support Services

- Comprehensive approach
- Innovative strategies
- Method for training & communication

30

3

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Tagaben Services LLC

Evaluator Name: Derek Heiniger

Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor - minimal evidence provided
 - 2 = Fair - partially meets requirements
 - 3 = Satisfactory - meets requirements adequately
 - 4 = Good - exceeds requirements in some areas
 - 5 = Excellent - exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	<u>150</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Jagaban Services LLC
Evaluator Name: Kaden Heiniger
Date: 10/08/25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4.5</u>	—	
- Relevant experience of personnel				• Required Certs
- Certifications/training				• claims of municipal familiarity
- Team structure & availability				• DOJ experience
- Familiarity with municipalities				• Strong qualified team
				• Colorado Based
2. Scope of Services	30	<u>4</u>	—	
- Comprehensive approach				• meets requested services
- Innovative strategies				• AI driven / Automation tools
- Methodology for training & communication				• Proactive monthly training
				• monthly reports

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4.5</u>	—	• Water/Wastewater exp. and success • DOS work • specialized for municipal & public safety
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>2.5</u>	—	• Colorado based • 40 hour week coverage • Personal IT staff? • Not 24/7 coverage?
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	• meets requirements • clear in areas • organized
TOTAL	550		—	

Final Notes

Jagaban Services provided a well credentialed proposal. While experience and qualifications were impressive, concerns lie with availability. Overall the premium package seems to be the only option for 24/7/365 service.

Evaluator Signature: [Signature]

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Mitchell and Co.
Evaluator Name: Ruben Santiago
Date: 10-8-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications - Relevant experience of personnel - Certifications/training - Team structure & availability - Familiarity with municipalities	25	<u>3</u>	<u>75</u>	NO CTS mentioned Brief resume No 24/7 on-call person ER is extra - NO
2. Scope of Services - Comprehensive approach - Innovative strategies - Methodology for training & communication	30	<u>4</u>	150 <u>120</u>	Good Proactive Maint. Training not outlined

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	<u>120</u>	Good small town exp. But no CIBS or Sade mentioned
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>4</u>	<u>60</u>	NO STD. after-hours - costs more - Possible NO coverage on holidays. NO Std level resp. times
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	<u>40</u>	OK, but did not follow all RFQ Requirements.
TOTAL	550		<u>475</u>	

Final Notes

I felt it lacked detail + substance compared to others.
 Pricing is confusing, especially mentions of drawing from a pool, ??

Evaluator Signature: RS

Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: Mitchell and Company

Evaluator Name: G. Henderson

Date: October 6, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

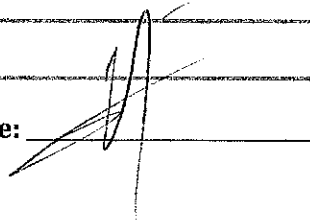
Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	—	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	—	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>2</u>	_____	
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>3</u>	_____	
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>3</u>	_____	
TOTAL	550		_____	

Final Notes

Evaluator Signature: _____



Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Mitchell and Company LLC
Evaluator Name: Kaden Heiniger
Date: 10/08/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>2.5</u>	—	
- Relevant experience of personnel				• Strong IT background
- Certifications/training				• Colorado based
- Team structure & availability				• Some certifications acquired
- Familiarity with municipalities				• Not CSIS?
				• No LE experience?
2. Scope of Services	30	<u>3</u>	—	
- Comprehensive approach				• Baseline IT
- Innovative strategies				• AI/automation
- Methodology for training & communication				• Cost effective services
				• regular check ins
				• training not detailed

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>2.5</u>	—	• other municipal tips services • municipal side success/ experience • references are provided * other local towns • No mentions of public safety
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>2.5</u>	—	• regular check ins • close HQ • No help desk? • Not 24/7 support
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>2.</u>	—	• extensive proposal • lacks requirements • unsure on attention to detail • Some areas are clear while others lack info
TOTAL	550		—	

Final Notes

Mitchell and Company's proposal was at first intriguing, but concerns about certifications, availability, and experience were lacking. While the headquarters is close to Pannia, services appear to be generic. Overall, would meet

Evaluator Signature: 

Some areas of requirements.

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Istonish
Evaluator Name: Ruben Santiago
Date: 10-8-25

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor - minimal evidence provided
- 2 = Fair - partially meets requirements
- 3 = Satisfactory - meets requirements adequately
- 4 = Good - exceeds requirements in some areas
- 5 = Excellent - exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4.5</u>	<u>125</u>	Good exp team CJ is 4 Solid
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	<u>150</u>	liaison? WTF -
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>5</u>	<u>150</u>	Good Muni ref. Gander
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>5</u>	<u>75</u>	price schedule with milestones -
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>5</u>	<u>50</u>	Solid!
TOTAL	550		<u>550</u>	

Final Notes

Very complete and solid prop. Did not see on-site response times.

Evaluator Signature: DS

Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Istonish

Evaluator Name: G. Henderson

Date: October 10, 2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>3</u>	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>3</u>	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	<u>4</u>	—	
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	<u>3</u>	—	
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	<u>4</u>	—	
TOTAL	550		—	

Final Notes

Evaluator Signature: _____



Town of Paonia

RFQ 2025-05 Professional Managed IT Services

Proposal Evaluation Scoring Sheet

Proposer Name: Istonish Inc

Evaluator Name: Derek Heiniger

Date: 10-17-25

Scoring Guidelines

- 0 = Does not meet requirements
 - 1 = Poor – minimal evidence provided
 - 2 = Fair – partially meets requirements
 - 3 = Satisfactory – meets requirements adequately
 - 4 = Good – exceeds requirements in some areas
 - 5 = Excellent – exceeds requirements in all areas
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>5</u>	<u>125</u>	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>5</u>	150 <u>150</u>	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Town of Paonia

RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet

Proposer Name: Istonish
Evaluator Name: Kaden Heiniger
Date: 10/06/2025

Scoring Guidelines

- 0 = Does not meet requirements
- 1 = Poor – minimal evidence provided
- 2 = Fair – partially meets requirements
- 3 = Satisfactory – meets requirements adequately
- 4 = Good – exceeds requirements in some areas
- 5 = Excellent – exceeds requirements in all areas

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	<u>4</u>	_____	• 34+ years of IT services • Maintaining current certifications in used systems • meets expectations
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	<u>4</u>	_____	• meets expectations on systems • AI /SOC monitoring • exceeds security expectations
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience 30 - Microsoft/project success record - Municipal and public safety experience - References provided		<u>4</u>	—	• Colorado based - with municipalities as reference • CJIS compliant with experience of working with LE
4. Management and Schedule 15 - Responsiveness & availability - Flexibility/adaptability		<u>4</u>	—	• Timeline provided • 24/7/365 coverage • obtains emergent response
5. Proposal Format & Completeness 10 - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail		<u>4</u>	—	• Professional • Obtains detail • complied with
TOTAL	550		—	

Final Notes

Istonish provides a strong proposal with Colorado roots, while claiming required experience and certifications. Overall, the proposal is detailed, professional, and exceeds requirements.

Evaluator Signature: [Signature]

Response to:
RFQ 2025-05 Professional Managed IT Services

Prepared for:

Stefen Wynn, Town Administrator & Treasurer

Email: StefenW@TownofPaonia.com & paonia@townofpaonia.com

Prepared by:

Craig Scott

Partner, Business Development

Mitchell and Company LLC

cscott@mitchandco.com

970-704-9003



2619 Dolores Way
Carbondale, CO 81623

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COVER LETTER

October 3, 2025

Mr. Stefen Wynn
Town of Paonia, Administrator & Treasure
214 Grand Ave
Paonia, CO 81428

Mr. Wynn,

I am very pleased to provide Mitchell and Company's (MaC) response to the Town of Paonia request for Professional Managed IT Services (RFQ 2025-5) and Addendum's #1 and #2. We believe that MaC is uniquely qualified to deliver the scope of work requested based on our continued presence in Western Colorado for over 25 years and given our extensive experience in supporting similar municipalities for other Colorado public sector entities that include the towns of Carbondale, Crested Butte, Snowmass Village, and Telluride. In the related experience section, you will see we have extensive public sector experience and references for the last 15 years.

We represent numerous technology partners and have our own talented technical staff to support the technology needs of our clients. We partner with Fortinet, Ruckus CommScope, Dell, Lenovo, and Microsoft to deliver hardware solutions. Additionally, we leverage systems to secure and manage customer devices from Huntress Labs, NinjaOne, Hornet Security/Altaro, and CrowdStrike. We also provide communication solutions from Sangoma and RingCentral and can support other platforms in the market.

In addition to our company holding accredited partnerships with many vendors. In addition to these named partnerships, we also maintain numerous other important technology relationships with various levels of certifications.

Mitchell and Company has always believed that the technology we deliver is as sound as the relationships we have developed with our customers. This trust is fostered by the consultant who is your primary contact with Mitchell and Company. While that relationship is key, our staff is also there to support the relationship in any way possible to ensure technology is not a barrier to your operations. We believe this differentiates us from other firms in that you're not just a number. Western Colorado is our home and we are very aware of the how lucky we are to live here, but also know the challenges of all the communities. Being a locally based and owned IT services provider, we believe we are positioned to best serve your technology needs.

We look forward to meeting with you and your staff to go over our proposal for a Professional Managed IT Services as defined in RFQ 2025-05 and Addendum #1 and #2. We are also happy to answer any questions that you may have regarding our **Engagement Letter (Exhibit A)** that goes over our services bill rates and how we engage with our customers and **Estimated IT Plan (Exhibit B)** customized specifically for the Town of Paonia.

Sincerely,
Craig Scott
Partner, Business Development
Mitchell & Company, LLC

EXECUTIVE SUMMARY

Mitchell and Company (MaC) is pleased to respond to the Request for Proposal (RFQ 2025-05) and Addendums #1 and #2 for the Town of Paonia. We believe our firm fully addresses the requirements as requested and we look forward to answering any questions or providing any clarifications that may arise from this proposal. We believe that we are uniquely positioned as a local firm with deep experience working with public sector clients and their affiliates. Mitchell and Company (MaC) delivers comprehensive technology support services designed to meet a wide range of business needs. Our offerings span CIO-level strategy and planning, security and compliance, backup and recovery, infrastructure management, application support, and end-user assistance. Clients may engage with us through flexible models—**on-demand time and materials, structured discrete projects**, or a **proactive IT management plan with budget oversight**—ensuring tailored support that aligns with organizational priorities. We emphasize proactive maintenance, remote monitoring, and rapid response protocols to minimize downtime and maximize system performance. With transparent rate structures, defined response expectations, and a commitment to long-term client partnerships, MaC provides dependable, scalable, and cost-effective IT services. Please see our attached Engagement **Letter (Exhibit A)** for more details.

Our IT Plan provides a framework used to budget labor, licenses, subscriptions, warranties and capital expenditures. The plan is an **estimated plan** based on the hardware and other information provided in RFQ and Addendums #1 and #2. The IT Plan is unique and customized to meet the Town of Paonia needs. The scheduled maintenance is based on industry best practices tied to specific assets. This plan is meant to be a dynamic plan that will change through technology lifecycles and as customer needs evolve. I have attached the estimated IT Plan to this response as **“Exhibit B”**.

To summarize our qualifications, Mitchell and Company has worked with many public-sector clients on a multitude of projects over the last three decades. We have a distinguished track record providing Information Technology support to our public-sector clients. We approach technology proactively to make it work for you as transparently as possible.

FIRM INFORMATION

Mitchell and Company LLC is an established professional IT services provider with offices in Carbondale and Edwards, Colorado. We have over 25 years of experience serving the needs of a wide variety of business and public-sector customers in Western Colorado. Mitchell and Company is an LLC registered with the State of Colorado. Mitchell and Company currently employs 12 people, supporting over 300 accounts throughout Western Colorado.

Office locations:

2619 Dolores Way
Carbondale, Colorado 81623
970-704-9003

216 Main Street, Suite C100
Edwards, CO 81632
970-704-9003

Federal Tax ID: 84-1601119

COMPANY TEAM

Matt Donnelly, Network and Systems Engineer, Partner

Matt began his career in Information Technology while at university with the housing department in 1996. After graduation, his journey took him to Aspen, working at a property management software company. While there, he was tasked with re-writing the online booking module for the platform and handling its installation at properties across the country. Matt has an extensive technical knowledge in all Microsoft server infrastructure platforms to include various versions of Windows Server, Azure, 365 applications, and SQL Server. He is well versed in advanced routing, switching, IP voice and security design and implementation and holds a multitude of related professional certifications. He has been able to capitalize on this diverse expertise in providing unique and effective integrated business solutions. Matt has certifications with Digium, Cisco, Fortinet, and Ruckus. He will be the primary contact for the town.

Kirk Hinderberger, Network Engineer, Partner

Kirk began his IT career in 1997 providing network administrator support services for the Computer Support Services Group at the CU Boulder College of Business, supporting a Windows domain environment with a multitude of servers and workstations. He then shifted his focus to website development, hosting, and tackling complex web-based database applications for emergency response and customer relationship management systems. He has spent the past 20 years honing his systems and network administration skills including: Microsoft Windows Server; Fortinet, SonicWall, Ruckus, Cisco, Meraki, HP, and Dell network administration; Fortinet, Ruckus, Ubiquiti, and Meraki wireless design and configuration; Digium, RingCentral, and Cisco voice systems; Office 365 and Google Apps; and Windows and Mac desktop support. Kirk also brings a long-term vision to the clients he works with through appropriate business skills including cybersecurity, systems design, planning and budgeting. Kirk is a principal in the business.

Eric Ciampa, Network Engineer

Eric has over 27 years of IT experience with enterprise and small/medium business technologies. Eric began his career in Richmond, VA working for Crestar (SunTrust) bank and moved to the high country of Colorado in 1998 when offered a position with Vail Resorts. Eric has extensive project management and delivery skills with concentrations in server and security implementations. Eric holds or has held certifications from Ruckus (CommScope), Hornet Security, StorageCraft, VMWare, Microsoft and Fortinet. Eric works remotely from his home in Florida, he currently supports three public-sector clients. Eric has certifications with Fortinet and Ruckus and will be a supporting engineer.

Jovian Vigil, Network Engineer, Partner

Jovian has over twenty-five years of IT experience support enterprise and small/medium business. He has spent the past 15 years honing his systems and network administration skills including: Microsoft Windows Server; Cisco, Meraki, HP, Ruckus and network administration; Cisco and Meraki wireless design and configuration; Office 365 and Google Apps; and Windows and Mac desktop support. Jovian works out of our Carbondale office and Jovian will be a supporting engineer.

Robert Crowder, Associate Consultant

Robert brings nine years of IT experience supporting small and medium-sized businesses. Over this time, he has developed strong expertise in systems and network administration, including Microsoft Windows Server; Fortinet, Meraki, Ruckus, and general network management; Ubiquiti setup and configuration; Office 365 and Google Workspace administration; and both Windows and macOS desktop support. Based in our Carbondale office, Robert will serve as an Associate Onsite Consultant.

Jeremy Smith, Associate Consultant

Jeremy brings ten years of IT experience supporting small and medium-sized businesses including healthcare and project management. He has developed a strong expertise in optimized workflows and customer communication and satisfaction. He holds certifications in CompTIA A+, Net+, Security + certified in cyber security. Based in our Carbondale office, Jeremy will serve as an Associate Onsite Consultant.

Craig Scott, Business Development, Partner

Craig has over twenty-eight years of sales and business development experience. He started his professional career as a technical recruiter placing mainframe operators and network technicians on contracts throughout Colorado. He was quickly promoted to Business Development Manager in charge of managing sales and marketing for an international IT solutions provider. He was tasked with identifying new business through solutions selling and developed new service offerings and go to market strategies. Craig is a principal of Mitchell and Company and oversees business development and client relations.

QUALIFICATIONS

Our greatest asset is our ability to meet our customers' needs with a talented team of committed computer, network and systems engineers who together help design, implement and support a unified set of integrated services. More importantly, as a local, long-term provider of services in Western Colorado, Mitchell and Company is committed to working with its customers for the long-term. At Mitchell and Company (MaC), onboarding a new managed IT client is a structured and collaborative process focused on transparency, reliability, and long-term partnership.

Mitchell and Company is proud to have formal relationships based on sales and technical competency with hardware providers such as Dell, Cisco, Fortinet, Verkada, and Ruckus Commscope. Additionally, we also deliver value added services from partnerships with Huntress Labs, Crowdstrike, Microsoft, NinjaOne, and Altaro/Hornet Security.

The average years of service of the Mitchell and Company team members is approximately twenty-two years, which demonstrates the long-term commitment of Mitchell and Company's employees to the business and our customers. All employees are or have been long term Colorado residents and are all personally involved with the client base.

RELATED EXPERIENCE

This section highlights several noteworthy customer engagements that illustrate related experience specifically in public sector customers in Colorado.

Town of Snowmass Village, CO

Mitchell and Company and the Town of Snowmass Village have been partners since 2008. Working with the in-house IT manager, Mitchell and Company have provided support and services for the town in a number of ways. Initially as overflow support for the IT manager and for advanced services like installation and support for firewalls, network, and servers. That relationship has grown as the town and staff have grown, helping the town keep pace with the progress of technology to serve its constituents. Our most recent project was migrating Microsoft O365 tenant to Microsoft SharePoint. We continue to provide the services we've always provided, but also now help develop the technology budget and equipment replacement planning as well as work with external vendors like the security consultant to ensure the town's resources and data is safeguarded from threats.

Reference Contact:

Town of Snowmass Village
Greg Leblanc, Assistant Town Manager, 970-922-2275
Doug Goldfluss, IT Manager, 970-922-2250
130 Kearns Road
Snowmass Village, CO 81615

Lead Consultants:

Matt Donnelly and Kirk Hinderberger

Town of Carbondale, CO

Mitchell and Company has been working with the Town of Carbondale since 2018. The town was looking for an IT service firm to provide reliable, secure and efficient IT services. Initially we performed and onsite deep dive review of the internal infrastructure, processes and people supporting Town of Carbondale and all related offices. The assessment focused specifically on understanding and leveraging the overall shared technical infrastructure and systems, determining the overall effectiveness of the support and service model. The Town of Carbondale was looking for a firm to provide CTO (Chief Technology Officer) services and help manage the day-to-day support. Notable actionable recommendations produced an entire restructuring of IT service delivery and support. Mitchell and Company continue to provide supplemental services as needed.

Reference Relevant Information

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81611

Customer Contacts:

Lauren Gister, Town Manager, 970-510-1207
Anna Ramirez, Information Technology Lead, 970-963-2733

Lead Consultants: Eric Ciampa and Jovian Vigil

Town of Crested Butte, Colorado

Town of Crested Butte hired Mitchell and Company in the middle of 2013 originally to conduct a Technology assessment. The existing infrastructure and equipment presented several technical challenges and obstacles: no standards were in place for server infrastructure; highly unreliable server infrastructure. The town suffered from frequent network outages and an inability to access data systems. There were no formal processes in place to support effective incident management, tracking, reporting and resolution; no change management process; and no framework for technology planning. In short, there were no best-practices being used to manage IT. Mitchell and Company proposed a seven-year plan that would progress sequentially as follows: recruit and hire a go-forward IT team, coordinate a layer one physical connectivity overhaul; replace network switching, routing, and security systems; consolidate and implement reliable Active Directory environment; migrate email systems to Exchange Server; implement backup and recovery systems and upgrade phone systems. The assessment put forth the vision and spawned additional planning and tactical support for architecting a reliable foundation upon which to build future integrated data, voice and video systems. The Town of Crested Butte reach out again in July of 2020 looking for an IT service firm to provide reliable, secure and efficient IT services. Initially we performed and onsite deep dive review of the internal infrastructure, processes and people supporting the Town of Crested Butte and all related offices. We installed our remote management tools, managed endpoint protection software and managed cyber security platform. We created a technology roadmap and have been working with the Town of Crested Butte to implement the plan since 2020 and continue to work with the town.

Reference Contact:

507 Maroon Ave
PO Box 39
Crested Butte, CO 81224

Customer Contacts:

Kat Carpenter, IT Manager, 970-349-5338

Lead Consultants: Eric Ciampa and Matt Donnelly

Town of Telluride, CO

In November 2010, the Town of Telluride hired Mitchell and Company to conduct a Technology Assessment. The Town administration was suffering from *fear of the unknown* related to its systems. Employees were dissatisfied with the systems and support. Town leadership was uncomfortable with the existing support personnel, and there were many concerns with risk points related to security, business continuity and disaster recovery. Furthermore, there were few, if any, IT support processes and protocols in use. The impact of these items resulted in several effects:

1. Lack of a strategic approach to systems architecture resulting in a very complicated infrastructure and leading to a perpetuation of more support and maintenance resources.
2. IT personnel didn't know how systems were integrated together.
3. There was a lack of prioritization for IT initiatives. Typically, each department acted independently as it related to new infrastructure needs and deployments, resulting in individual departments acting on their own accord for IT decisions.
4. Department-based IT projects were not sequenced properly.
5. Ultimately confusion and frustration tended to plague the user base for most of the critical systems in use.

This project was broken into two main areas, namely an Assessment with key findings and tactical recommendations as well as a set of strategic or longer-term recommendations. As with all of our Assessments, we acknowledge that non-technical factors significantly influence an organization's appropriate integration of technology, and therefore, our recommendations clustered around both Management and Technical Frameworks and included budget estimates for all recommendations. The assessment methodology considered the technical abilities of support personnel and end users, maximization of system uptime, risk of and cost of downtime, cost of support and maintenance, and impact on budget. Notable actionable recommendations that resulted in a formal planning process, data center move, backup system replacement and server replacements. Mitchell and Company continue to provide planning and support services as needed.

Reference Contact:

Town of Telluride
Rebekah Hall
113 West Columbia
Telluride CO 81435

Customer Contacts:

John Townsend, IT Division Manager, 970-728-5077
Stephanie Jaquet, Parks and Recreation, 970-728-5359

Lead Consultants: Matt Donnelly and Eric Ciampa

SERVICE CHARGES

Recurring

Professional Managed IT Services (**Exhibit B**) lays out a managed budget and sample capital replacement plan for the town is estimated to be around **\$3,031** per month. This is based on assets identified in RFQ and cost will vary depending on results of additional discovery. This plan includes estimated labor allowances for support, scheduled maintenance based on industry best practices, and subscription licenses for the following:

- 30 Endpoint Detect and Respond Security Software
- 30 Identity Threat Detect and Respond Service
- 1 user license to IT Glue, our documentation system
- 1 Server and 30 workstation remote management and monitoring agents
- 1 Network Monitoring Device (Domotz)
- 32 hours of scheduled maintenance. This is the average monthly through the year to smooth out the budget for higher months that include major annual updates and backup and restoration testing.
- 11 hours of support allowance per month.

Onboarding

The process begins with a comprehensive assessment of the client's existing technology environment, including infrastructure, security posture, compliance obligations, and business objectives. Based on this assessment, MaC develops a tailored **IT Management Plan** aligned with the client's priorities, budget, and operational goals. During onboarding, MaC deploys its remote monitoring and management tools, establishes proactive maintenance schedules, and standardizes configurations to ensure stability and security. Clients are introduced to MaC's **Service Desk procedures**, including how to submit and track support requests via the web portal, email, or phone. Regular communication, progress updates, and detailed documentation are maintained throughout the initial transition period to ensure clarity and accountability. By combining strategic planning, proactive system management, and responsive support, MaC ensures each onboarding engagement results in minimal disruption, improved system reliability, and a foundation for continuous improvement and trusted partnership.

The estimated cost is \$3,700 to \$5,550 for onboarding including the one-time setup tasks listing **Exhibit B**. Tasks include baseline security assessment for O365 and agent deployment.

Excluded from this estimate is labor to work with existing provider to remove their product stack and turnover Microsoft 365 licenses and control. This effort depends on the previous provider's willingness to separate.

Our hourly rate is between \$185-195/hour with surcharges on nights, weekends, and holidays as outlined in **Exhibit A** our Engagement Letter.

Town of Paonia RFQ 2023-05

The undersigned hereby affirms that Mitchell and Company LLC had read and accepts the General Terms and Conditions outline in RFQ 2025-05 and Addendum #1 and #2 regarding submission of this proposal constitutes acknowledgment and acceptance by MaC of all terms, conditions, and requirements set forth in this RFQ.

INSURANCE

Mitchell and Company maintain appropriate levels of Errors and Omissions and General Liability insurance. Mitchell and Company can cause Town of Paonia to be named as an additional insured as required.

SIGNATURE AUTHORITY FOR PROPOSAL

This proposal has been prepared and being provided by:

Mitchell and Company, LLC

Craig Scott
Partner

A handwritten signature in black ink, appearing to read "Craig Scott", is written over the printed name.

Mitchell and Company LLC was formed in the State of Colorado and is governed under the laws of Colorado.

Exhibit A



Technology Support Services

Updated 11/30/2024

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Exhibit A

General

Mitchell and Company (MaC) provides technology services that include planning, design, procurement, deployment, maintenance and support services. We engage with our customer in one of several ways: time and materials; IT Plan with managed budget; and discrete project basis. These arrangements dictate more the **mechanics** of how services are delivered versus **what** actual services are delivered. Most of our customers tend to combine either a *Time and Materials* or *IT Plan Managed Budget* arrangement with *Discrete Projects*. The following table provides a brief overview.

Description of various engagement arrangements

	Brief Description	Invoicing cycles
Time and Materials	Services are provided via an on-demand, as requested basis – you call us when you need us. Your needs and sense of urgency for planning and preventive maintenance are likely low. Interaction between MaC and you may span long periods of time between interactions.	Semi-monthly invoicing. Each invoice varies in its amount based on the time and materials consumed.
Discrete Project	This work generally falls outside normal day to day operational support and maintenance. Projects are planned and coordinated deployments of new equipment and systems, or significant additions to existing systems where project management and coordination of multiple skill sets are necessary.	Progress invoicing, based on: - receipt of materials - implementation milestones - completion of project
IT Management Plan	You place greater emphasis on strategy development, risk management, planning and budget management. Planned, coordinated and scheduled maintenance is important, emphasized and valued. Monitoring equipment and reacting to alerts in a timely manner is important. Technology assets are monitored, tracked, updated and patched in a timely manner. Interaction with MaC tends to be at least weekly or monthly. All objectives lean towards minimizing system downtime and maximizing up time. IT budget management is emphasized and includes several decision support systems and reports to help plan for labor, materials and maintenance items (warranties, licensing and vendor/manufacture maintenance).	Monthly invoicing. Labor invoicing can be the same amount each month based on a mutually developed estimated annual budget. Or, labor can be invoiced at the actual labor consumption level per month. In either case, a comprehensive budget is an integral part of the relationship.

MaC Services Categories

We recognize that not all our services may be relevant to you. We will work with you to select those most appropriate for you. Mitchell and Company provides a broad array of Information Technology (IT) services, and in describing these services, they fall within the following categories.

CIO Strategy and Planning Services

These services target areas that a typical Chief Information Officer may provide, oversee or manage; including, but not limited to, planning activities such as general technology advisory services, technology assessment, audit, procurement, budget development, compliance planning, and overall risk management. We provide these services using our best practices CIO Handbook as a useful roadmap for service delivery.

Security and Compliance Services

These services incorporate a variety of services and tasks that will be conducted to ensure that specific regulatory and compliance measures are met (such as HIPAA, PCI-DSS, AICPA, GLBA, etc.). Other tasks in this category span from risk evaluation; security audits; user management; breach prevention; evaluation and response planning; to coordinating with outside third parties for security services.

Backup and Recovery Management and Support

We recognize that managing IT, especially when it comes to protecting your valuable data; can benefit greatly if using a risk-management approach: identifying risks of downtime, loss of data, equipment failure, system degradation, etc. and developing appropriate strategies for managing and mitigating these risks. It is important that you understand and can articulate the relative value of your data and applications, and that MaC can build and maintain systems that align with **your** value proposition. Many of the tasks in this category include keeping backup software up to date, reacting to monitoring alerts from backup systems, installing firmware to data storage systems, ensuring that all identified critical device configurations are backed up, managing backup system file organization and providing an appropriate level of training to end users on roles and responsibilities for the management and upkeep of backup systems. Additional planning services include data risk profiling; systems inventory documentation; monitoring, alerting and remediation; and producing detailed recovery testing documentation. Many of these services may be prescheduled as part of a maintenance plans.

Server and Storage Management and Support

This category includes tasks for maintaining and supporting your on premise and / or cloud-based servers and storage systems. We conduct scheduled maintenance services such as firmware updates, security and operating system updates, other systems administration tasks (for example, Windows Active Directory object databases to include user accounts, security groups, folder permissions, etc.). Many services in this category may be prescheduled as part of a maintenance plan.

Network Core Management and Support

Network equipment is generally *hidden* away and out of sight, typically in a closet. However, the importance of your network core cannot be overstated. This is the backbone for connecting a proliferation of devices, both wired and wireless, and ensuring a healthy connection to your Internet Service Provider. Assets maintained and supported include routers, firewalls, switches, wireless access points, and physical cabling. Our services include design, configuration, monitoring, management, firmware updates and documentation for these devices. We highly recommend keeping these devices up to date with software and firmware updates to ensure the best chance for appropriate performance and security. Many services in this category are part of our proactive maintenance plans.

Network Device Management and Support

While *Network Core Services* focus on the core assets that comprise your network backbone, *Network Device* management focuses on those devices that **connect to** those core assets. This includes items like laptops, workstations, surveillance cameras, printers, scanners, audio/visual systems, thermostats, home and office control systems – anything that connects to your network core. Just as above with network core, many tasks may be included as part of a maintenance plan.

Application Management and Support

While all organizations tend to have massive amounts of simple file data, such as Word, Excel and PDF files; there often will be other more sophisticated systems that depend on database technologies such as Microsoft SQL Server. Currently there is a dominant trend toward integration of external cloud-based or other external web-based services (Microsoft O365 and Azure, for example). This is driving the need and demand for systems administration and maintenance skills. Many of these systems resemble the traditional on-premise equivalents; however, often require special consideration for planning and maintenance.

MaC also has a long history in providing custom software programming services for data integration between systems, software application development, databases and web services. While there are some services that we may do on a scheduled basis (such as database maintenance plan management), most services in this category are provided on an on-demand or as-needed basis.

Phone System Management and Support

Services provided in this category include tasks such as setting up user extensions, configuring voicemail, configuring application and phone system interfaces, assisting with maintenance of auto-attendant trees and end user training. Most of these services are provided as needed on an on-demand basis. It is often possible over time, with assistance from MaC training and documentation, to educate internal personnel to do these tasks in-house. Services in this category that are part of a proactive maintenance plan resemble our server, storage and backup services.

End User Support

These services focus on keeping end users productive with their end user devices and software. These services are provided to remedy unplanned inconveniences, on an as-needed or requested basis. We encourage a single point of contact inside your organization to work as the *gatekeeper* to coordinate support requests to ensure that these requests are consistent with your priorities and budget.

Working Relationship

MaC is comfortable working with its clients in whatever way best fits your specific needs and desires. We are happy to work with other technology resources such as in-house IT specialists, corporate staff, or any other third-party specialists that also support you.

Time and Materials

Simply contact us when you need us.

Discrete Project

Projects generally fall outside the normal day-to-day operational support and scheduled maintenance. This work tends to be new equipment or software deployments or significant additions to existing systems. In general, a project requires project management, multiple specific skill sets and a good bit of planning and coordination. We will provide very detailed estimates for all time and materials necessary to provide a successful project.

IT Management Plan

MaC will work with you to develop a comprehensive budget built around the products and services that you want. We will help to establish a baseline inventory of named technology assets, describe in detail our recommended standard maintenance, and identify various monitoring, alerting, management and reporting agents to help optimize the management of these assets. We will mutually develop a

reasonable capital plan based on asset category replacement cycles, growth objectives, priorities and budget constraints. For each of our service categories, we will develop a mutually acceptable and realistic labor budget based on our recommendations with your priorities and budget in mind. For each **Service Category**, we will budget anticipated labor that will fall into these classifications:

- **Scheduled maintenance tasks.** These tasks have the following characteristics: there are defined best practice tasks and checklists for maintaining specific asset categories. These tasks tend to be predictable in duration and effort when done on specific frequency and consistently over time. These tasks can will be automatically scheduled on a consistent recurring schedule. Our aim is to alleviate potential down time and help to ensure extended availability of technology resources. While we have specific recommended standards, we can tailor these to your exact needs and circumstances.
- **Labor allowances – on-demand, as-needed.** These tasks are not realistically predictable, and tend to be variable in duration. They can be influenced by any number of factors: complexity of equipment, systems and environment; how well you adhere to generally accepted technology norms and standards; age of equipment and/or technology; capabilities and proficiency of end users; whether or not an asset is under vendor or manufacturer warranty; general quality and workmanship of assets being supported; level of conflict between multiple vendors' systems; etc. We can help you build a reasonable labor budget for these items, taking into consideration your specific profile, priorities and budget. Multiple years following this process will increase the probability of accurate and less variable budgeting, by continuously incorporating best practices, performing recommended maintenance, adhering to reasonable replacement cycles, ensuring a properly trained user base, anticipating the integration of future technologies, and most import, ensuring that you are comfortable with the process.

How to Coordinate Support Services

Prescheduled Maintenance Plans and services

MaC will work with you to coordinate the best times to conduct scheduled maintenance tasks. Some of these tasks require no specific participation on your part (server or network device updates), while others will require your staff's time (validation of backup systems and server recovery testing).

Engaging on demand, as needed service

The MaC Service Desk provides the point of initial contact for requesting service. MaC's staff is available during normal business hours to log service requests and to support you. You may submit service requests directly through our Web Portal, support email address, or telephone. We commit to responding to your question or issue promptly based on priority and impact of the given incident.

How to contact MaC Service Desk

- **Web Support Portal:** connect.mitchandco.com/support
- **Business Hours Telephone:** 970-704-9003
- **After Hours / Holiday Telephone:** 970-704-9003
- **Support Email:** support@mitchandco.com
- **Incidental Product / Materials Ordering:** orders@mitchandco.com

What you should do before opening a service request

Please ensure when possible that you have the following detailed and complete information:

- Your name (and bill to customer name if different) location and best way(s) to contact you.
- A description of the problem and its priority and impact (see **Appendix A**).
- Any relevant error messages and what was processing at the time the problem occurred.
- The application (program) and / or specific hardware you are working with.
- Describe any changes recently made to affected systems, software and hardware, etc.

Preferred steps to engage support

You may reach out to engage MaC support services through a variety of means. The following describes a prioritized order for requests. MaC will assume that any person from your organization requesting service is authorized on behalf of you (Customer) to engage us for service.

- 1) Submit a service request via the MaC Portal <http://connect.mitchandco.com/support> or send an email support request to support@mitchandco.com. These methods facilitate providing exact and accurate details from the end user's perspective, and will generate an official trackable service request. This is the most efficient way to request non-emergency support.
- 2) Call 970-704-9003 (MaC Office) – Office staff will schedule non-emergency appointments, or may perform immediate remote support triage if resources are immediately available. Emergencies will be escalated as necessary.
- 3) Time-sensitive emergency after-hours support may only be requested by calling 970-704-9003. There is an after-hours / emergency line. See applicable hours and rates in **Appendix B**.
- 4) You may email your consultant, especially when an issue or question is not time-sensitive. Keep in mind that our consultants are generally busy in the field each day, so responses may be delayed. A call to the office can help to ensure a timely response.
- 5) We highly discourage reaching out to consultants via their cell phones. Keep in mind they are likely actively working in the field for someone else, outside of cell range, or on paid time off. Again, calling the office will help to ensure timely response.

Support Tools – Remote Management, Monitoring and Reporting

MaC utilizes management, support, monitoring and reporting agents installed on servers and storage, workstations and critical network devices to provide remote management, monitoring, alerting and reporting. Using these tools enables alerts that can automatically generate service tickets into the MaC service ticketing system with details of specific incidents. MaC will react to the alerts consistent with priority levels described in [Appendix A](#). In normal, non-emergency conditions, we will typically coordinate with you to discuss the alert(s), to make recommendations on remediation and then work to resolve the underlying issues. When high priority (level 1 and 2) issues occur, and we receive those alerts, especially outside of normal business hours, MaC may choose at its discretion to begin remediation work immediately.

MaC also utilizes a variety of other information sources that allow us to manage licensing, subscriptions and warranties on software and hardware that we sell you, helping to ensure that systems critical to your operation are maintained with current manufacturer warranty and/or service contracts.

Engagement Model and Invoicing Overview

Time and Materials

MaC invoices two cycles per month.

Discrete Projects

Occasionally, there may be special projects that are accompanied by a specific proposal estimate for both labor and materials. These special projects are invoiced outside the normal semi-monthly cycle, and usually follow this sequence:

- Materials invoice is issued, and when paid, materials are ordered
- Second invoice is issued for the remainder of the balance for all hardware, software and licensing; when all materials are received (whether on customer site or at MaC warehouse)
- Progress labor invoices are issued once per month throughout the duration of the project

Managed Budget

Customers preferring to work with us under a managed budget arrangement will receive a monthly invoice for their estimated budget allocation (this may change periodically) accumulating those dollars into a support and maintenance labor pool, and then draw down those dollars as work is conducted. Invoices for labor hours expended are still run on a semi-monthly basis to draw down dollars from the pool. There is a good bit of flexibility in how we can manage this pool.

Other Agreements

MaC may establish additional agreements with you that generate periodic invoices for other recurring items such as antivirus software, monitoring agents, SPAM protection, hosting fees, manufacturer warranty renewals, licensing / software maintenance contracts, etc. MaC will work with you to establish parameters for these recurring invoices.

Appendix A - Service Request Priority and Response Expectations

Service desk priority rankings and response time guidelines

Problem Priority	Initial Response / Escalation	Situation	Expected Time to Resolution
Tier 1 Remote Help Desk	80% of calls responded 2 hours	Any call or emailed request	Determined by the nature of the event
Tier 2 Service Escalation			
Priority 1	1 hours / 2 hours	Emergency Response	Determined by the nature of the event
Priority 2	2 hours/ 4 hours	Quick Response	Determined by the nature of the event
Priority 3	8 hours/next business day	Normal	Determined by the nature of the event

Priority description guidelines

Priority 1 – Critical	Priority 2 – High	Priority 3 – Normal
Catastrophic production impact; one or more systems are down, data loss may be imminent.	Unable to work or perform some critical function; systems are running, but degraded.	Unable to perform some small part of job, otherwise able to complete most other tasks.
Serious business or financial exposure.	Serious business or financial exposure.	Low impact.
Impacting most or all of the organization	A large number of users OR a situational emergency for one or more users.	Small number affected.
No procedural workaround exists.	Acceptable workarounds.	May or may not be an acceptable workaround.

Appendix B - Overview of Rates

Rate schedule

Service Categories	Rate per hour
CIO strategy and planning services, Security and Compliance, Backup and recovery management and support, Server management and support, Network core management and support, Network device management and support, Application management and support, Phone system support	\$185-195

Time of Service adjusted Rate Schedule

Time of Service or special request	Adjusted Rates
Normal Business Hours Monday – Friday, 8:00am – 6:00pm <i>* For customers with Maintenance Plans, normal business hours are extended, 6:00am to 7:00pm, M-F for pre-scheduled maintenance tasks.</i>	Normal hourly rates
After Hours , Monday – Friday, 6:00pm – 12:00am; Saturday and Sunday, 9:00am – 5:00pm	Surcharge 50%
Declared emergency¹ that requires pulling technical resources from already scheduled support engagements	Surcharge 50%
Holidays – see Holiday Service section below	Surcharge 100%

Typical Holiday service hours *

Holiday	Date	Available Service Hours
New Year's Day	January 1	10:00am – 3:00pm
Memorial Day	last Monday in May	10:00am – 3:00pm
Independence Day	July 4 th	10am – 1pm
Labor Day	1st Monday in September	10:00am – 3:00pm
Thanksgiving Day	fourth Thursday in November	10am – 1pm
Christmas Day	December 25 th	10am – 1pm

* Note – support personnel during holidays will be limited and possibly therefore not available at all.

Support minimums (all work is invoiced in quarter hour increments)

- Remote support work will be invoiced with a one quarter hour minimum.
- Normal hours on customer site work will be invoiced with a one-hour minimum.
- Drop-off / repairs at MaC locations will be invoiced with a one-half hour minimum.
- After-hours on-site work will be invoiced with a two-hour minimum.
- Credit card payments carry a 3% convenience fee, and our preferred payment method is bank account ACH which is fee-free.

¹ Priority Level 1 per [Appendix A](#), service desk priority rating.

this is a sample plan estimate

Quoted for:

MaC IT Plan Baseline
Technical Support
100 Easy Street
Somewhere, CO 81621

Quoted by:

Craig Scott
cscott@mitchandco.com
970-704-9003
Saturday, October 4, 2025

IT MANAGEMENT PLAN and BUDGET	(Plan # 353)	Version 1
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Mitchell and Company (MaC) is pleased to present this IT Management Plan. The key components of this plan are:

- Summary table for estimated budgeted labor, mgmt agents, licenses, subscriptions / warranties and capital equipment.
- Detailed labor budgets for scheduled maintenance and on-demand labor.
- Itemized list of remote mgmt, monitoring, alert/report agents for managed assets (see glossary for descriptions).
- Itemized list of annual renewals for licensing, subscriptions and warranties that will be procured through MaC.
- Itemized list of technology capital assets with recommended replacement schedule.

This Plan is intended to be perpetual until cancelled. The Plan will be reviewed and updated periodically, depending on the particular complexity of your specific environment, typically on a quarterly basis. Adjustments to the Plan will be made at these times to reflect changes as assets are put into and taken out of service or as standard tasks change. Any existing agreement(s) for labor or RMMR agents will be consolidated under this Plan and any unused dollars on existing agreements will be credited toward this new Plan. This Plan is a budgeting and planning tool based on our mutual best effort to develop realistic maintenance, support and capital budgets. Any one-time setup charges will be invoiced separate from this Plan.

Throughout this Plan, labor is broken out into several categories:

- **Scheduled** - automatically prescheduled work, generally tied to specific assets, with predictable work durations.
- **On-demand** - labor to provide day to day support of users, hardware, software, remediation of issues found during scheduled maintenance, or responding to and resolving issues related to agent alerts.
- **Capital labor** - estimated and budgeted labor to implement budgeted new or replacement capital assets.

Scheduled and on-demand labor budget		ANNUAL	MONTHLY
Invoice budgeted monthly amount	Scheduled	\$5,878	\$490
	On demand	\$24,420	\$2,035
	Budgeted labor		\$2,525
Remote management, monitor, alert and reporting agents		\$6,072	\$506
Estimated monthly			\$3,031
Minimum invoice amount is \$250	Invoiced	Monthly	\$3,031
Current year expected auto-renew licenses, subscriptions and warranties		\$0	
These items will be invoiced separately upon renewal per the schedule included in this plan.			
One time labor to implement this plan (to be invoiced separately):		\$814	
Note that this estimated budget includes only those IT-related expenditures that run through Mitchell and Company, and therefore does not include other third party contracts that you may have with other vendors. Budget numbers on this page do not include capital (new equipment) investment and related labor. We will provide a capital-related budget as an addendum to this plan should you express interest. It is our belief that doing so will enhance the value and completeness of this plan.			

Date: **D R A F T** **Accepted by:** **C O P Y** **Expected start** **10-2025**

BILLING and PLAN MECHANICS

Primary Customer Contact (PCC). As part of this Plan, you will designate a *PCC* to work with Mitchell and Company as your single point of contact managing this Plan. This person will coordinate with MaC for day to day support and work as your liason to coordinate and communicate with your relevant personnel on scheduled maintenance and anticipated downtime. The *PCC* should be familiar with using the MaC online support portal(s) for service requests, tracking and reporting. Additionally this person should be familiar with the details of our *Engagement Letter* which is attached to this Plan. The *PCC* will receive all automated or manual reports related to this Plan.

Funding Scheduled Maintenance and On-Demand Allowance Labor Pools, Billing Option and Invoicing. You may elect either a **Budget** monthly or **Actual** monthly invoicing option for budgeted *Scheduled Maintenance* and *Allowances* labor. For the **Fixed** option, you will receive one invoice at the beginning of each month for 1/12 of the annual estimated *scheduled maintenance, allowance* labor budgets and agents. These invoice dollars fund the two respective labor pools, nameley *Scheduled Maintenance* and *Allowances*. From month to month, any unused labor dollars will accumulate in these pools and will carry over for use in future months. An overdraw of either pool will generate an additional labor invoice for the overdrawn amount, and will be generated during either of our regular semi-monthly invoice runs. For the **Actual** billing option, you will receive semi-monthly invoices for labor and materials consumed during the billing cycle.

Draw Down of Labor Pools. The *Scheduled Maintenance* pool will be drawn down as automatically generated work tasks are completed. See **BUDGETED LABOR and TIMETABLE** section for details. The *Allowances* pool will be drawn down in one of several ways: customer initiated work requests - day to day *on-demand* support requests made by your *PCC*; mutually initiated work - identified in this Plan as *Scheduled Allowances*, where work is done on a scheduled basis, but may be variable in duration depending on circumstanc; and MaC-initiated tasks that may include work to fix issues identified during *Scheduled Maintenance* or work to remedy a situation exposed by an RMMR agent alert and / or report. MaC will typically discuss this work with your *PCC* before proceeding. However, if for some reason the *PCC* is either unavailable or if MaC judges the situation to dictate immediate emergency-response, MaC may choose to begin work immediately if you have elected the **Pre-authorized Remediation** Plan option. If the **Pre-authorize** option is not selected, MaC will wait to communicate with the *PCC* on the first working business day after the emergency, during normal business hours.

Customer Work Requests. Any request for work from anyone within your organization will be treated with the understanding that this person is authorized to request work on your behalf. All work requests will be honored, independent of dollar availability in your *Allowances* pool.

Other. Each month, the Plan invoice may vary, as new equipment is put in service and old equipment taken out. This affects both the maintenance task labor and agents. You may receive invoices for other miscellaneous licenses, subscriptions and warranties that renew, as shown in **AUTO-RENEWAL** items. You will receive an invoice for each auto-renew item, typically 60 days prior to the renewal date. These items will be renewed as soon as MaC receives payment. Labor charges and additional reinstatement fees may apply to any renewal that is allowed to lapse where you want to continue that service.

Primary customer contact:	Invoice option:	☐ Actual ☒ Budget	Assets: 47
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PLAN CYCLE BUDGET ESTIMATE												
	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26
LABOR												
SCHED MAINT	\$93	\$93	\$429	\$93	\$93	\$660	\$93	\$93	\$429	\$93	\$93	\$3,620
ON DEMAND	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035	\$2,035
Est. actual monthly	\$2,128	\$2,128	\$2,464	\$2,128	\$2,128	\$2,695	\$2,128	\$2,128	\$2,464	\$2,128	\$2,128	\$5,655
Est. budget monthly	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525	\$2,525
RMMR agents	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506	\$506
EST. LABOR and AGENTS	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031
OTHER AUTO-RENEWALS												
Lic, Subscript., Warranties	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLANNED CAPITAL												
Est. Cap-ex assets	\$0	\$0	\$0	\$0	\$0	\$3,500	\$3,500	\$625	\$0	\$0	\$1,750	\$1,750
Est. Cap-ex labor	\$0	\$0	\$0	\$0	\$0	\$950	\$950	\$185	\$0	\$0	\$475	\$475
PLAN MONTHLY BUDGET	\$3,031	\$3,031	\$3,031	\$3,031	\$3,031	\$7,481	\$7,481	\$3,841	\$3,031	\$3,031	\$5,256	\$5,256

SCHEDULED MAINTENANCE PLAN BUDGETED LABOR

On Demand

As needed/requested	132.00 hrs. ; on demand as requested
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60.00	eciampa	500-310 - General network device maint and support
72.00	eciampa	800-310 - General end user and device support

Scheduled

Monthly	0.50 hrs. per month; beginning on or about 10/15/2025 (12x per year)
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0.00	eciampa	100-212-M - Review and update IT management plan (DOCS-ITPLAN)
	10/1/2025	
0.50	eciampa	300-100-M - Manage server OS updates (SRVR-PHYSICAL-001)

Quarterly	1.75 hrs. per quarter; beginning on or about 12/15/2025 (4x per year)
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0.00	eciampa	100-230-Q - Security awareness training (DOCS-ITPLAN)	
	12/1/2025		
2	1.25	eciampa	150-200-Q - Periodic O365 Review (DIR-365)
	0.25	eciampa	200-100-Q - Browse backup, test file recovery (SRVR-PHYSICAL-001)
	0.25	eciampa	500-190-Q - Verify IP camera live view and recording (IPCAM-VERKADA)

Semi-annual	1.25 hrs. semi-annually; beginning on or about 3/15/2026 (2x per year)
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0.75	eciampa	400-100-S - Backup configuration, update firmware (FIREWALL-001)
0.50	eciampa	400-115-S - Internet failover test and verification (FIREWALL-001)

Annual	16.00 hrs. annually; beginning on or about 9/15/2026 (1x per year)
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0.25	eciampa	100-232-A - Security incident management plan (DOCS-ITPLAN)	
	9/1/2026		
0.50	eciampa	200-110-A - Update Shadow Protect software (SRVR-PHYSICAL-001)	
1.00	eciampa	200-120-A - Annual archive of backup chain (SRVR-PHYSICAL-001)	
0.50	eciampa	200-125-A - Initiate re-base (reseed) backup chain (SRVR-PHYSICAL-001)	
1	3.00	eciampa	200-130-A - Physical to Virtual recovery test (SRVR-PHYSICAL-001)
	1.50	eciampa	300-105-A - Manage server firmware updates (SRVR-PHYSICAL-001)
	7.75	eciampa	400-100-A - Backup configuration, update firmware (WIFI-AP-CTRLR-001; WIFI-AP-CTRLR-002; WIFI-AP-CTRLR-003; WIFI-AP-FAT-001; WIFI-AP-FAT-002; SWITCH-ACCESS-001; SWITCH-ACCESS-002; SWITCH-ACCESS-003; SWITCH-ACCESS-004; SWITCH-ACCESS-005; SWITCH-ACCESS-006)
	0.50	eciampa	500-160-A - Runtime calibration and battery test (UPS-CLOSET-001)
	1.00	eciampa	500-196-A - Outdoor camera physical inspection (IPCAM-VERKADA)

¹ Note: 0 GB aggregate in backup / recovery chains

² Note: 30 Total workstations (Mac-44/pc-4/chrome-48)

Management, Monitor/Alerting, Reporting and Services AGENTS

Agent	Agreement Qty	Tiered Price	Total
Paid monthly			
MNG-DOMOTZ-SITES	1	\$48.00	\$48
MNG-HUNT	30	\$4.00	\$120
MNG-HUNT-ITDR	30	\$4.00	\$120
MNG-ITG-RO	1	\$20.00	\$20
MNG-SVR-PHY+VIR	1	\$48.00	\$48
MNG-WKSTN	30	\$5.00	\$150
On new plans, existing agent agreements will be replaced.			
Total Paid monthly			\$506

See Glossary at end of document for brief description of agents.

ONE TIME SETUP SUMMARY - to setup agents and establish baseline configurations

One time setup task	Amount
BASELINE	
000-200 \$92.50	
000-200 Baseline backup and recovery setup (200-125 Initiate re-base (reseed) backup chain)	\$93
PER DEVICE	
000-010 \$46.25	
000-010 Install / config RMMR general (ninja) <SRVR-PHYSICAL-001>	\$46
PORTAL	
000-010 \$18.50	
000-010 Install / config RMMR general (ninja)	\$19
000-022 \$92.50	
000-022 Setup customer IT Glue portal	\$93
000-050 \$138.75	
000-050 Install / config network monitor (domotz)	\$139
000-070 \$92.50	
000-070 Initial setup Huntress EDR	\$93
000-080 \$92.50	
000-080 Intial setup Huntress ITDR	\$93
One time setup task labor \$574	

Other			
Description of other item	Qty	Price	Extended
Domotz network monitoring	1	\$240	\$240

ASSETS WITH SCHEDULED MAINTENANCE TASKS

Category	Equipment
ITP System	DIR-365; DOCS-ITPLAN; IPCAM-VERKADA
Firewall	FIREWALL-001
Server - Physical	SRVR-PHYSICAL-001
Switch - Access/Distrib	SWITCH-ACCESS-001; SWITCH-ACCESS-002; SWITCH-ACCESS-003; SWITCH-ACCESS-004; SWI
UPS-network closet	UPS-CLOSET-001
WiFi-AP-Outdoor	WIFI-AP-CTRLR-001; WIFI-AP-CTRLR-002; WIFI-AP-CTRLR-003
WiFi-AP-Indoor	WIFI-AP-FAT-001; WIFI-AP-FAT-002

Asset List			MaC IT Plan Baseline			
		Qty	Serial # Management Type	Cycle	In service	Replace
Firewall						
1	FIREWALL-001	1	3684.45 Maintain	5 yr.	4/13/2022	4/12/2027
Server - Physical						
1	SRVR-PHYSICAL-001	1	6395.131 Maintain	6 yr.	5/25/2024	5/24/2030
Switch - Access/Distrib						
1	SWITCH-ACCESS-001	1	4755.417 Maintain	6 yr.	4/25/2019	4/23/2025
2	SWITCH-ACCESS-002	1	7174.417 Maintain	6 yr.	7/4/2017	7/3/2023
3	SWITCH-ACCESS-003	1	3694.321 Maintain	6 yr.	7/12/2025	7/11/2031
4	SWITCH-ACCESS-004	1	3275.682 Maintain	6 yr.	2/23/2024	2/21/2030
5	SWITCH-ACCESS-005	1	4749.581 Maintain	6 yr.	8/22/2018	8/20/2024
6	SWITCH-ACCESS-006	1	5111.78 Maintain	6 yr.	3/29/2021	3/28/2027
UPS-network closet						
1	UPS-CLOSET-001	1	3852.35 Maintain	4 yr.	3/9/2025	3/8/2029
WiFi-AP-Indoor						
1	WIFI-AP-FAT-001	1	7561.393 Maintain	4 yr.	11/11/2024	11/10/2028
2	WIFI-AP-FAT-002	1	4656.988 Maintain	4 yr.	6/17/2024	6/16/2028
WiFi-AP-Outdoor						
1	WIFI-AP-CTRLR-001	1	7315.189 Maintain	4 yr.	5/23/2022	5/22/2026
2	WIFI-AP-CTRLR-002	1	5046.831 Maintain	4 yr.	3/22/2024	3/21/2028
3	WIFI-AP-CTRLR-003	1	8903.725 Maintain	4 yr.	7/19/2024	7/18/2028
Workstation - PC						
1	WIN-WKSTN-001	1	8268.653 Agent	4 yr.	4/19/2022	4/18/2026
2	WIN-WKSTN-002	1	5486.094 Agent	4 yr.	3/25/2021	3/24/2025
3	WIN-WKSTN-003	1	422.9138 Agent	4 yr.	9/27/2023	9/26/2027
4	WIN-WKSTN-004	1	6212.827 Agent	4 yr.	2/9/2023	2/8/2027
5	WIN-WKSTN-005	1	1230.611 Agent	4 yr.	5/27/2021	5/26/2025
6	WIN-WKSTN-006	1	3877.702 Agent	4 yr.	8/30/2022	8/29/2026

Exhibit B

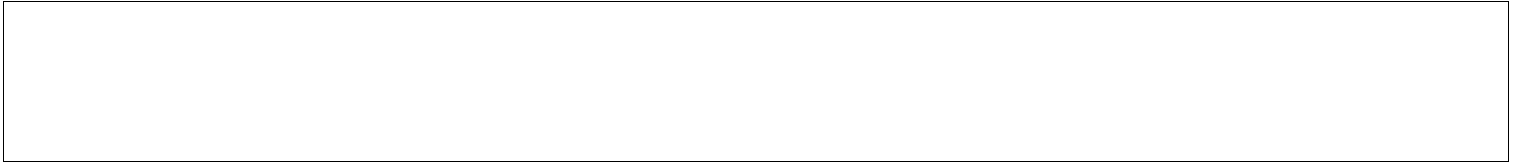
7	WIN-WKSTN-007	1	3849.482 Agent	4 yr.	3/27/2022	3/26/2026
8	WIN-WKSTN-008	1	6618.419 Agent	4 yr.	2/8/2021	2/7/2025
9	WIN-WKSTN-009	1	8070.91 Agent	4 yr.	4/14/2024	4/13/2028
10	WIN-WKSTN-010	1	210.5732 Agent	4 yr.	4/29/2024	4/28/2028
11	WIN-WKSTN-011	1	2589.091 Agent	4 yr.	9/22/2025	9/21/2029
12	WIN-WKSTN-012	1	8828.359 Agent	4 yr.	6/9/2025	6/8/2029
13	WIN-WKSTN-013	1	722.7946 Agent	4 yr.	12/12/2024	12/11/2028
14	WIN-WKSTN-014	1	1106.402 Agent	4 yr.	9/11/2022	9/10/2026
15	WIN-WKSTN-015	1	1982.802 Agent	4 yr.	10/1/2024	9/30/2028
16	WIN-WKSTN-016	1	3847.119 Agent	4 yr.	5/7/2019	5/6/2023
17	WIN-WKSTN-017	1	2585.753 Agent	4 yr.	4/5/2022	4/4/2026
18	WIN-WKSTN-018	1	2416.613 Agent	4 yr.	8/3/2019	8/2/2023
19	WIN-WKSTN-019	1	6109.243 Agent	4 yr.	10/12/2023	10/11/2027
20	WIN-WKSTN-020	1	6061.95 Agent	4 yr.	6/22/2025	6/21/2029
21	WIN-WKSTN-021	1	1079.734 Agent	4 yr.	7/24/2025	7/23/2029
22	WIN-WKSTN-022	1	1258.595 Agent	4 yr.	12/12/2024	12/11/2028
23	WIN-WKSTN-023	1	1230.376 Agent	4 yr.	7/9/2024	7/8/2028
24	WIN-WKSTN-024	1	380.8365 Agent	4 yr.	8/11/2025	8/10/2029
25	WIN-WKSTN-025	1	2637.508 Agent	4 yr.	6/8/2024	6/7/2028
26	WIN-WKSTN-026	1	1314.251 Agent	4 yr.	11/20/2020	11/19/2024
27	WIN-WKSTN-027	1	6056.69 Agent	4 yr.	2/13/2019	2/12/2023
28	WIN-WKSTN-028	1	8578.063 Agent	4 yr.	10/7/2022	10/6/2026
29	WIN-WKSTN-029	1	327.3081 Agent	4 yr.	5/2/2025	5/1/2029
30	WIN-WKSTN-030	1	6138.63 Agent	4 yr.	3/29/2022	3/28/2026

Capital Budget - 7 year plan

Year/month	Item Description	Qty	Est. Unit Price	Est. Unit Labor	Est. Total
2025					
Feb	Workstation replacement	1	\$1,750	\$475	\$2,225
Mar	Workstation replacement	1	\$1,750	\$475	\$2,225
Apr	Switch replacement	1	\$2,500	\$450	\$2,950
May	Workstation replacement	1	\$1,750	\$475	\$2,225
Capital budget 2025					\$9,625
2026					
Mar	Workstation replacement	2	\$1,750	\$475	\$4,450
Apr	Workstation replacement	2	\$1,750	\$475	\$4,450
May	WiFi replacement	1	\$625	\$185	\$810
Aug	Workstation replacement	1	\$1,750	\$475	\$2,225
Sep	Workstation replacement	1	\$1,750	\$475	\$2,225
Oct	Workstation replacement	1	\$1,750	\$475	\$2,225
Capital budget 2026					\$16,385
2027					
Feb	Workstation replacement	1	\$1,750	\$475	\$2,225
Mar	Switch replacement	1	\$2,500	\$450	\$2,950
Apr	Firewall replacement	1	\$8,500	\$525	\$9,025
Aug	Server replacement	2	\$7,500	\$4,500	\$24,000
Sep	Workstation replacement	1	\$1,750	\$475	\$2,225
Oct	Workstation replacement	1	\$1,750	\$475	\$2,225
Capital budget 2027					\$42,650
2028					
Mar	WiFi replacement	1	\$625	\$185	\$810
Apr	Workstation replacement	2	\$1,750	\$475	\$4,450
Jun	WiFi replacement	1	\$625	\$185	\$810
Jun	Workstation replacement	1	\$1,750	\$475	\$2,225
Jul	Workstation replacement	1	\$1,750	\$475	\$2,225
Jul	WiFi replacement	1	\$625	\$185	\$810
Oct	Workstation replacement	1	\$1,750	\$475	\$2,225
Nov	WiFi replacement	1	\$625	\$185	\$810
Dec	Workstation replacement	2	\$1,750	\$475	\$4,450
Capital budget 2028					\$18,815
2029					
Mar	UPS replacement (battery)	1	\$750	\$185	\$935
May	Workstation replacement	1	\$1,750	\$475	\$2,225
Jun	Workstation replacement	2	\$1,750	\$475	\$4,450
Jul	Workstation replacement	1	\$1,750	\$475	\$2,225
Aug	Workstation replacement	1	\$1,750	\$475	\$2,225
Sep	Workstation replacement	1	\$1,750	\$475	\$2,225
Capital budget 2029					\$14,285
2030					

Exhibit B

Feb	Switch replacement	1	\$2,500	\$450	\$2,950
May	Server replacement	1	\$7,500	\$4,500	\$12,000
Capital budget 2030					\$14,950
2031					
Jul	Switch replacement	1	\$2,500	\$450	\$2,950
Capital budget 2031					\$2,950
note: this is a sample plan and does not necessarily represent your actual expected capital budget					



Budget and Estimates. This Plan is based on your budget developed mutually between Mitchell and Company (MaC) and Customer for specific scheduled maintenance; day to day support; management agents; miscellaneous licenses, subscriptions and warranties; and capital assets and related labor. This IT plan is a budgeting tool intended to evoke thoughtful and realistic estimates to support effective planning and management. This plan should not be construed in any way as a fixed price contract for unlimited support and / or unspecified services. Labor quantities used for any specific billing period may either exceed or under run that period's budgeted labor. Where labor consumption underruns the budgeted amount, those labor dollars will be carried forward for use in future months. Where there is a labor consumption overrun for a month, additional invoices will be issued to make up for the shortfall. You will never forfeit any unused dollars in this Plan. If this Plan is terminated and you have a balance of labor funding, MaC will issue a check to your organization for this balance. Likewise, if there is a shortfall, MaC will issue a final invoice for that shortfall.

Billing and Invoicing. Monthly Plans under the **Actual Monthly** invoicing option will be generated on a semi-monthly basis as labor and materials are consumed. The **Budgeted Monthly** invoicing option has a \$250 minimum per month for maintenance and allowance labor pools and will be invoiced monthly at the beginning of each month. Invoices will be issued in advance for the following period's activities. Applicable finance charges of 1.5% per month will accrue on balances past due. Any checks returned for insufficient funds are subject to the greater of a \$35 processing fee or actual bank fees incurred. Additionally,

- Labor pool overrun invoices under **Budgeted Monthly**, when applicable, will be generated semi-monthly.
- RMMR agent invoices will be generated the beginning of each month.
- Auto-renewal item invoices will be generated 60 days prior to the license, subscription or warranty renewal date.

Plan Initiation and Termination. Your IT Management Plan will start on the first day of the month, in the month following a signed agreement that is accompanied by any specified down payment. Each month, your labor invoice(s) contains a full reconciliation of labor consumption. If this Plan is terminated by either party and there is a surplus dollar value in your labor pools, MaC will issue a check for that amount to Customer within 30 days of written termination notice. If there is a deficit in any labor pool, MaC will issue an invoice for this deficit within 3 weeks at the latest from the termination date.

On-demand Labor. There may be significant variability in budgeted and actual labor for on-demand support as any number of factors will impact this estimate: quantity, complexity or age of systems; proficiency level of users; level of security systems implemented, adherence to generally accepted best standards and practice, etc. It is always advisable to include a reasonable amount of labor contingency in each year's budget to accommodate for unforeseen or unpredictable situations (equipment failure, corrupt software, security breach, etc.).

Subscription, license and warranty renewal. Invoices for subscriptions, licenses and vendor maintenance, that are typically renewed and billed annually will be invoiced as these items renew, approximately 60 days prior to the renewal deadline. The invoice may vary from our budget estimate, as vendors may at any time change their prices. Customers may lose renewal privileges for any such annual licenses, subscriptions, warranties, vendor maintenance plans, etc. should payments on those invoices become past due.

Management RMMR agent renewal. If invoices become past due for RMMR agents, typically comprising of remote management, monitoring, alerting, and reporting; these tools may be uninstalled and removed from your systems. Re-establishing any of these items or services may require billable labor to reestablish.

Fitness of use, compatibility and usability. MaC will act in a diligent manner in the installation and configuration of the hardware and software, described in this Agreement, to achieve performance of the systems in accordance with the manufacturer and/or vendor specifications. Customer understands and agrees that MaC is not responsible for problems due to information that the manufacturers and/or vendors of hardware and software fail to supply, including but not limited to the compatibility, configuration and performance of such hardware and/or software. Installation services, in addition to those estimated, may be required to remedy compatibility issues and will be invoiced separately. Over time, additional MaC services may be required to install, configure and maintain hardware and software in an operational condition as systems and software are updated. MaC may provide to its customers advice and services related to customer compliance mandates and requirements such as PCI, HIPAA or SOX for example. Ultimately customer is fully responsible for ensuring that it is in full compliance with such requirements and holds harmless MaC for any customer compliance deficiencies.

Confidential Agreement. The Customer agrees that this proposal is solely intended for the Customer. The customer acknowledges that all information contained in the Proposal is considered confidential. Both the Customer and MaC agree not to release any confidential information in any shape, form, or method of communicating.

Termination for Convenience. Customer or MaC may terminate this Agreement for Convenience with a 30 day advance written notice either by certified US mail or email with mutual MaC / Customer acknowledgment. At such time, MaC and Customer will settle any balance due for all labor, hardware, software, licenses, warranties or any other miscellaneous items specified in this Agreement and neither party will have any further obligations under this Agreement.

Warranty. Manufacturer warranties for hardware and software, as such exist, are the sole and only warranties for proposed products. Customer agrees to rely solely on such manufacturer warranties, as such exist. Consulting labor requested by customer to remedy manufacturer warranty issues will be invoiced in accordance with our standard billing rates at such time. Mitchell and Company warranties implementation services to the extent of the scope of this Agreement. Services provided thereafter will fall under billable general support. MaC disclaims all other warranties, express or implied, including but not limited to, warranties of merchantability and/or fitness of purpose.

Limitation of Liability. Under no circumstances will either party be liable for indirect, punitive, special, incidental and/or consequential damages, in connection with or arising out of this Agreement (including loss of profit, data, or other economic advantage), however such claimed loss may arise. Each party agrees to the waiver of all claims against the other party, and any claims will be limited to the dollar amount of the products and services provided to Customer under this Agreement.



Proposal for RFQ 2025-05: Professional Managed IT Services

Submitted by:

Marichamy Alwarsamy, CEO

Pollux Software Solutions,

146 Bret Court, NJ-08824

Email: support@polluxamerica.com

Phone: +1-732-476-8516

Website: polluxamerica.com

Certifications: MBE Certified | SBE Certified | E-Verify

1. Introductory Letter

To: Stefen Wynn, Town Administrator & Treasurer

Town of Paonia, Colorado

Email: StefenW@TownofPaonia.com

Dear Mr. Wynn,

Pollux Software Solutions is pleased to submit this proposal in response to RFQ 2025-05 for Professional Managed IT Services. While our company has extensive experience serving corporate clients rather than municipal governments, we bring a strong track record in:

- Microsoft 365 administration and licensing, Hybrid IT management (cloud + on-premises), Endpoint and mobile device management, Migration, QA/Testing.
- Cybersecurity, threat monitoring, and compliance programs
- Remote and on-site IT support with structured Tier I–III methodology

We are confident in our ability to deliver a strategic, proactive IT solution that aligns with the Town's technology requirements, including CJIS compliance readiness for Police Department operations.

We acknowledge receipt of all addenda and accept the Town's general terms and conditions.

Sincerely,

Marichamy Alwarsamy

CEO, Pollux Software Solutions



2. Team Qualifications & Experience

Pollux Software Solutions was founded with a mission to provide comprehensive IT solutions to mid-to-large corporate clients. Key personnel assigned to this project include:

Role	Certifications	Experience	Responsibilities
Project Lead	MCP, MCSA	12+ yrs corporate IT strategy	Project oversight, client liaison, strategic planning
Senior IT Engineer	Security+, Network+	10+ yrs hybrid IT, cloud support	Tier II/III support, server migration, network security
Helpdesk Manager	ITIL	8+ yrs corporate support	Tier I helpdesk, ticketing system, user training

Key Highlights:

- We will place experienced personnel to manage Microsoft 365 environments for municipal users.
- We will place experienced personnel to implement hybrid endpoint management with Intune and Conditional Access policies.
- We will place experienced personnel to deliver cybersecurity and compliance programs.
- We will place experienced personnel to conduct DR/BCP planning, testing, and reporting.
- We will place experienced personnel to support VoIP, video conferencing, and remote office operations.

Note: CJIS-certified personnel will be trained and cleared prior to supporting Police Department systems.

3. Project Approach, Scope of Work & Deliverables

Approach

Pollux will deliver remote-first IT support, supplemented by quarterly on-site visits and emergency response as required. Our methodology emphasizes:

- Proactive monitoring and preventive maintenance
- Tiered support (Tier I–III) with escalation procedures



- Security-first operations, including multi-factor authentication and endpoint protection
- Documentation, reporting, and lifecycle management

Scope of Services

- Tier I – Helpdesk & basic desktop support (remote and phone/email)
- Tier II – Escalated desktop and hybrid support
- Tier III – Advanced IT management, server administration, network security, Microsoft 365 administration, backup, and DR planning
- Mobile device and Apple Business Manager administration
- Internet-connected desk phone system management and lifecycle recommendations
- Security, monitoring, and compliance with CJIS & Colorado HB 21-1110
- Quarterly on-site inspections and emergency on-site support

Deliverables

- Weekly project status reports during upgrades/implementations
- Monthly IT support summaries (tickets, resolution times, trends)
- Security & compliance audit reports
- DR/BCP plan documentation and testing results
- Asset inventory and lifecycle tracking

4. Relevant Experience & References

Corporate Clients:

Client	Engagement Overview	Contact Information
Advantasure	Delivered comprehensive product hosting support services, including solution design, consulting, system migration, and ongoing operations support, enabling robust and	Mohamed Majid, Majid.Mohamed@advantasure.com

Client	Engagement Overview	Contact Information
	secure hosting environments.	
Salesforce	Provided environment setup and extensive integration support for 140 applications using APIs, connectors, and SFTP, ensuring seamless data exchange and improved workflow automation.	Kerry Fleming, kffleming@salesforce.com
Merz Pharma	Supported Polarion applications across the USA and Germany, ensuring smooth functionality, timely issue resolution, and consistent performance.	Cyndy Berrones, Cyndy.Berrones@merz.com
Corewell Health	Supported large-scale cloud transformation, migrating 27 applications from Microsoft Azure to AWS, improving scalability and operational efficiency.	Provided upon request
SAP America	Enabled SAP Ariba integration and created automation processes to optimize procurement operations, including load balancing evaluation and system performance improvements.	Provided upon request

5. Responsiveness to Project Schedule

- Core remote support: 8:00 AM–5:00 PM Monday–Friday
- 24/7 emergency response for critical systems (utilities, police, servers)
- Quarterly on-site visits for preventive maintenance, infrastructure assessment, and strategic planning
- Flexible staffing to handle planned projects, server migration, and upgrades



6. Cost Proposal (Hourly Rates)

Resource Type	Remote Support (per hour)	On-Site / Hybrid (per hour)	Notes
Tier I Helpdesk	\$70	\$90	Remote support via ticket/email/phone; 100% margin included
Tier II Escalated Support	\$130	\$170	On-site as needed; server/network support
Tier III Advanced IT / System Admin	\$180	\$240	Server, network, Microsoft 365, DR/BCP; advanced troubleshooting
Security / Compliance Audit	\$500 / audit	N/A	Includes audit report & recommendations; billed per audit
Quarterly On-site Preventive Maintenance	N/A	\$200–\$250 / visit	Covers all municipal facilities; travel, meals, and incidental costs billed separately

Notes:

Quarterly On-site Preventive Maintenance: Travel, lodging, meals, and car rentals are billed separately as direct expenses. License and software costs are billed separately.

7. Statement of Acceptance

Pollux Software Solutions acknowledges and accepts all terms, conditions, and requirements outlined in RFQ 2025-05, including:

- Town's right to reject proposals or waive informalities
- Compliance with deadlines, reporting, and service levels
- CJIS compliance readiness for Police Department support

Prepared by:

Marichamy Alwarsamy, CEO

Pollux Software Solutions,
146 Bret Court, NJ-08824



Email: support@polluxamerica.com | Phone: +1-732-476-8516
MBE Certified | SBE Certified | E-Verify



CYBER SECURITY | COMPUTER TRAINING | IT HELPDESK

RFQ 2025-05 PROFESIONAL MANAGED IT SERVICES

Silicon Plains, LLC
9222 Teddy Lane
Lone Tree, CO 80124
Phone: 720.445.9859
<https://www.siliconplains.net>

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9. **Statement of Acceptance**

Durrell Middleton
Town of Paonia
RFQ Response
9/30/2025

To Stefen Wynn, Town Administrator & Treasurer:

We are pleased to submit our proposal in response to RFQ 2025-05 for Professional Managed IT Services. Our team brings deep experience supporting municipalities with complex IT environments, including SCADA systems, ERP platforms, public safety compliance, and cloud infrastructure. We understand the Town of Paonia's commitment to operational resilience, cybersecurity, and service excellence, and we are confident in our ability to deliver scalable, secure, and cost-effective IT solutions tailored to your needs.

We acknowledge receipt of all RFQ documentation and confirm our acceptance of the Town's general terms and conditions.

Dedicated to serving you,

Durrell Middleton

Durrell Middleton
9222 Teddy Lane
Lone Tree, CO 80124
720.445.9859
dmiddleton@siliconplains.net
Silicon Plains, LLC Account Manager

CC: Dan Polk, Silicon Plains, LLC Sales Manager

Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ☐ Proposal submitted as a single **PDF document**
 - ☐ File clearly titled: **"RFQ 2025-05 Professional Managed IT Services"**
 - ☐ Vendor name and address included on cover page or header
 - ☐ Submitted **only by email** to:
 - **Paonia@TownofPaonia.com**
 - **cc: StefenW@TownofPaonia.com**
 - ☐ **Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)**
 - ☐ No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.
-

Proposal Content

- ☐ **Introductory Letter** (on firm letterhead)
 - Addressed to **Stefen Wynn, Town Administrator & Treasurer**
 - Contact information (name, mailing address, phone, email)
 - Acknowledgement of addenda
 - Signed by authorized representative
- ☐ **Team Qualifications & Experience**
 - Firm history and qualifications
 - Roles and responsibilities of key personnel
 - One-page résumés of primary staff
 - Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance

☐ **Project Approach, Scope of Work, and Deliverables**

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies

☐ **Relevant Experience and References**

- Minimum of three (3) references with name, email, address, and phone number

☐ **Responsiveness to Project Schedule**

- Statement of availability and capacity to meet deadlines

☐ **Cost Proposal**

- Detailed costs broken down by key areas of need

☐ **Statement of Acceptance**

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation

- ☐ Proposal reviewed for completeness and accuracy
- ☐ Proposal submitted before deadline

Team Qualifications & Experience

Silicon Plains is an award-winning Managed Service Provider (MSP) with over 15 years of experience delivering comprehensive IT services to municipalities, public safety agencies, and government-affiliated organizations across Colorado and the Western United States. Headquartered in Lone Tree, Colorado we rank among the top 10% of MSPs globally and currently manage IT infrastructure and cybersecurity for over 200 organizations. Our firm has built a reputation for excellence through proactive service delivery, strategic planning, and a commitment to security and compliance.

Our team is composed of more than 27 professionals, including administrative staff, account managers, and over 20 service technicians. Each member of our technical staff holds advanced certifications and degrees in cybersecurity, network engineering, and IT operations. These include CompTIA A+, Network+, Security+, Linux+, iNet+, IT Operations Specialist (CIOS), Secure Infrastructure Specialist (CSIS), and we have already obtained CJIS experience. Several team members also hold degrees such as BS in Computer Systems Engineering, MBA in Technology Management, and AAS in Cybersecurity and Programming.

Key personnel include our CEO, Dan Polk, who brings over 28 years of experience in IT and holds multiple CompTIA certifications. Our COO, Herb Miner, is CJIS-certified and has led software and project management efforts for 35 NASA Space Shuttle missions and 12 satellite launches. He also holds a BS in Computer Systems Engineering and an MBA. Our Account Managers, such as Durrell Middleton and Michael Fink, are seasoned professionals with decades of experience in technology sales, client relations, and strategic planning. They serve as the primary points of contact for onboarding, service coordination, and quarterly reviews.

Silicon Plains has extensive experience managing Microsoft 365 environments, including licensing, administration, and support for hybrid Azure AD setups. We currently support over 5,000 users across multiple organizations, providing services such as SharePoint migration, OneDrive management, Power Automate integration, and Microsoft Defender deployment. Our team is a certified Microsoft Small and Midmarket Cloud Solutions Silver Partner, and we maintain compliance with CJIS standards for law enforcement agencies, HIPAA for healthcare entities, and PCI-DSS for financial institutions.

We have successfully supported multiple municipalities with similar requirements to yours, hybrid team deployment, multiple location security, and election/sheriff's office support. Our references include Logan County, Gilpin County, and the Western Governors Association, all of whom have benefited from our proactive maintenance, compliance enforcement, and responsive help desk services.

Our team's ability to comply with state and federal regulations is demonstrated through our CJIS-authorized service status, cyber liability insurance coverage, and participation in hundreds of audits annually. We maintain strict internal controls for data integrity, access management, and incident response, and we support clients with tools such as KnowBe4 for phishing training, IronScales for email security, and Microsoft Defender ATP for endpoint protection.

This depth of experience, combined with our technical expertise and commitment to compliance, positions Silicon Plains as a trusted partner for the Town of Paonia's managed IT services.

Meet Your Team

Our entire service team is CJIS authorized, and has experience working with 911 call centers, police departments, and sheriff's offices. With access to our 24/7 technology portal the Town will have access to live reporting and information on everything from help desk response times and asset management to employee training reports and live security updates.

You can find a more complete list of our Executive and Service team on the next page, but your primary points of contact both for onboarding, and in continuing support will be:

Account Manager – Durrell Middleton Durrell has earned a reputation for his tireless work ethic and people focused business acumen. He is a graduate of The United States Military Academy at Westpoint and active community builder, most notably through his partnerships with local school districts. Prior to joining Silicon Plains Durrell was the owner of the ABA's Colorado Kings, a championship winning basketball team that traveled the globe for competition.

Durrell has over 30 years of managerial level technology sales experience, connections with every level of the Colorado business community, and a commitment to excellence that leaves a lasting impact on everyone he works with.

COO – Herb Miner Herb has a BS in Computer Systems Engineering and an MBA from the University of Houston. He provided software solutions and project management to Lockheed Martin and NASA on thirty-five separate Space Shuttle missions and twelve satellite missions.

Through his tremendous attention to detail and his unwavering dedication to the success of his clients and team, Herb built one of Colorado's most successful Managed Service Providers and is now responsible for organizing the efforts of our staff into a service delivery model that no competitor can match.

Lead Engineer – Ryan Beagle As the Lead Engineer for the Colorado region Ryan oversees our large projects and coordinates our most difficult help desk requests. He will oversee the technical aspect of onboarding the Town and will work closely with our team and Paonia leadership to ensure smooth service support.

Ryan's dedication to our clients helps Silicon Plains bridge the gap between technical support issues into business focused solutions. His excellence and commitment to top notch service helps Silicon Plains **maintain a 99%+ customer satisfaction rating, and our 97% under one hour ticket response time.**

Team Experience

Dan Polk, CEO – AAS Programing, AAS Microcomputers, CompTIA A+, CompTIA Linux+, CompTIA Network+, CompTIA iNet+, CompTIA Systems Support Specialist, CompTIA Linux Network Professional, and CompTIA IT Operations Specialist. Over 28 years of technology experience.

Herb Miner, COO – CJIS Certified, BS Computer Systems Engineering, MBA Management of Technology, VoIP Certified, Microsoft Small and Midmarket Cloud Solutions Silver Level, 35 Space Shuttle missions, 12 DoD and NOAA satellite missions. Over 25 years of technology experience. ThreatLocker Zero Trust Cyber Hero.

Nicole Kohler, CFO – BS Accounting, MBA, CompTIA ITF+, CompTIA Microsoft, CompTIA Adobe. Over 16 years of technology experience.

Mike S – CJIS Certified, AAS Cybersecurity and Computer Networks, CompTIA A+, CompTIA Network+, CompTIA Security+, CompTIA IT Operations Specialist, CompTIA Systems Support Specialist. Over 30 years of technology experience.

James – CJIS Certified, AAS Information Technology, AAS Computer Network Systems. Over 12 years of technology experience.

Ryan – CJIS Certified, CompTIA Network+. Over 10 years of technology experience. ThreatLocker Zero Trust Cyber Hero.

Adam – CJIS Certified, CompTIA A+, CompTIA Network+, CompTIA Security+ (in progress), CompTIA Secure Infrastructure Specialist (in progress), CompTIA IT Operations Specialist, Advanced Repair Agent. Over 14 years of technology experience.

Mike P – CJIS Certified, BA Information Technology Management, BA Computer Information Systems, CompTIA A+, CompTIA Network+, CompTIA Security+, CompTIA IT Operations Specialist, and CompTIA Secure Infrastructure Specialist. Over 4 years of technology experience.

Carson – CJIS Certified, AAS Applied Technology, Certificate in Computer Programing, Kotlin, Java, JavaScript, Python. Over 4 years of technology experience.

Megan- CJIS Certified, AAS Cybersecurity, AAS Computer Networks, CompTIA A+. Over 3 years of technology experience.

Alex – CJIS Certified, CompTIA A+, Microsoft Modern Desktop Administrator Associate. Over 4 years of technology experience.

Giovan- CJIS Certified, AAS, CompTIA Network+, CompTIA Security+. Over 2 years of technology experience.

Jace- CJIS Certified, 2-year certificate of building trades. Over 11 years technology experience.

Dyllan- CJIS Certified, Microsoft MD-101. Over 6 years of technology experience.

Jeret- CJIS Certified, BA Computer Science, BA Mathematics, CompTIA A+, CompTIA Network+, and CompTIA Security+, CompTIA IT Operations Specialist, CompTIA Secure Infrastructure Specialist. Over 5 years of technology experience.

Brenden- CJIS Certified, CompTIA A+ (in progress). Over 4 years of technology experience.

Project Approach, Scope of Work, and Deliverables

Silicon Plains approaches managed IT services with a structured, proactive methodology designed to ensure seamless operations, robust security, and strategic alignment with municipal goals. Our engagement begins with a comprehensive onboarding process that includes a full audit of the Town's infrastructure—servers, networks, workstations, software assets, and connected systems. This initial assessment allows us to document existing configurations, identify immediate support priorities, and flag any security or lifecycle issues. We coordinate closely with existing vendors and Town staff to map dependencies, establish access protocols, and implement best practices from day one.

Our service delivery model is built around a tier-less support infrastructure. Instead, we focus on rapid resolutions and ticket escalations only when necessary. Every inbound ticket is sorted by priority and resolutions begin on them immediately, under 15 minutes 83% of the time. If a member of our team is not able to solve an issue they escalate it to our Lead Engineer and then to our COO, all while sending you real time email updates. Our service delivery model encompasses advanced systems management, including Microsoft 365 administration, Azure AD, Intune, SharePoint, OneDrive, Power Automate, and Defender deployment. We also manage infrastructure components such as routers, switches, wireless access points, and VoIP systems like Nextiva or Teams Phones.

Security is central to our approach. We deploy multi-layered cybersecurity solutions including endpoint detection and response (EDR), next-generation antivirus (NGAV), SIEM with SOC integration, and multi-factor authentication (MFA). Our team ensures compliance with CJIS, HIPAA, PCI-DSS, and other regulatory frameworks. We also provide phishing prevention and cybersecurity awareness training through platforms like KnowBe4, which we use internally and across thousands of client endpoints.

Disaster recovery and business continuity are addressed through daily backup verification, annual recovery testing, and strategic planning. We support both onsite and cloud-based backup solutions and maintain detailed documentation of all recovery protocols. Our technology portal provides real-time access to system health, asset inventory, compliance status, and SLA performance metrics. Clients receive monthly reports and participate in quarterly strategic reviews to align IT initiatives with organizational goals.

We also offer extensive support for mobile device management, email administration, and hardware lifecycle planning. Our services include procurement assistance, warranty tracking, and proactive replacement scheduling. For municipalities, we manage vendor relationships including Tyler Technologies, surveillance infrastructure, and public Wi-Fi networks, ensuring secure and reliable connectivity across all facilities.

Finally, our governance model includes enterprise risk management, incident response planning, and support for audits, examinations, and regulatory reporting. We assist in developing and maintaining information security programs, vendor management protocols, and IT policy documentation. Our Account Managers lead these efforts, supported by our Service and NOC Managers, ensuring that all deliverables are met with precision and transparency.

For a full break down of our Managed Services offerings please see our current terms and conditions at <https://www.siliconplains.net/legal/>

Relevant Experience and References

Project 1 – Logan County – May 1st, 2022

Silicon Plains currently manages all the technology infrastructure for Logan County, Colorado, including their Sheriff's Department. Across all departments, we currently manage 75 employees, 80 workstations, and 15 servers across 8 buildings. When we initially transitioned them to our services, we completed an entire network diagram and security scan of their system to determine all areas for improvement. We worked with Logan County leadership to strategically plan when improvement projects were to be completed, which has led to significant improvements in their technology infrastructure over the years. We provide proactive maintenance and monitoring on all Logan County hardware and software including, workstations, servers, firewalls, switches, etc. Our NOC team proactively completes all security updates and patches, has antivirus installed on all workstations, and maintains Zero Trust on their entire network. We maintain a regular backup schedule of all data that utilizes both local and cloud backups. We also run regular reports to confirm Logan County's backups are happening successfully. Our Account Manager meets with their leadership for regular business reviews to update them on all reports, progress on previous projects, and any recommendations for the future, including their hardware asset reports. We manage all licenses including onboarding and offboarding their staff, and we are their vendor liaison to deal with vendor related technology issues.

As part of our IT involvement at Logan County, we coordinated with the county on a comprehensive network refresh project for the entire county network when we took them on as a client. This included installation of next generation firewalls, utilizing high availability clusters where applicable, new core and access layer switches, access points using WPA2-Enterprise security, and the installation of new hypervisors on compliant operating systems.

Additionally, we also moved Logan County to a BMR-based backup solution with immutable cloud backups and helped develop a disaster recovery plan that can be referenced by the county and by our team. We completed operating system upgrades and migrations on all servers and virtual machines for security and patching compliance. As part of all projects, we used our decades of expertise in strategic planning to develop solutions to improve the network topology for better security, monitoring, and manageability.

Logan County, Colorado:

- Debbie Unrein – Finance Director
- 315 Main Street, Sterling, CO 80751
- 970-522-0080 Ext. 256
- unreind@logancountyco.gov

Project 2 – Washington County – April 8th, 2024

Silicon Plains has assisted Washington County with the purchasing of a new server and migration of all their CIC data to their new on-premises server. Our Account Manager and Project Manager met with Washington County's IT director to determine the project scope. From there we produced a quote for the entire project to match their budget and once it was approved by the County Commissioners, we began work on the project. We first provided procurement, setup, and installation of their new server. Once this step was completed, we coordinated with CIC to get all associated databases and applications migrated to the new on-premises server. We also completed a comprehensive deep dive into the security aspect of this deployment and developed KB documents and performed remediation steps to fully secure the applications to protect the county's IT infrastructure. We reviewed all aspects of this deployment with the IT director for the county after completion of the project.

Washington County, Colorado

- Sean Kennedy – IT Director
- 150 Ash Avenue, Akron, CO 80720
- 970-345-2701
- skennedy@co.washington.co.us

Project 3 – Gilpin County – January 2025

Silicon Plains Currently manages all technology infrastructure for Gilpin County Colorado, headquartered in Central City Colorado. This management includes all departments including their sheriff's office, election department and transfer station. In total we currently manage 10+ locations and nearly 250 employees. After completing the initial onboarding we have completed a variety of projects including, a standardization of all hardware specifications, security upgrades at important locations, and improved cybersecurity standards.

Gilpin County

- David DeHerrera – County IT Specialist
- 203 Eureka St. Central City, CO 80427
- 720-764-7747
- ddeherrera@gilpincounty.org

Responsiveness to Project Schedule

Silicon Plains is fully prepared to meet the Town of Paonia's project schedule, including the anticipated contract start date of November 1, 2025. Our team maintains a flexible and scalable staffing model that allows us to respond quickly to onboarding requirements, emergency support needs, and ongoing service delivery. We operate a 24/7 help desk and dispatch system, ensuring that both routine and critical issues are addressed promptly. Our onboarding process includes a full infrastructure assessment, coordination with existing vendors, and implementation of best practices to ensure a seamless transition with minimal disruption to Town operations.

We understand the importance of aligning with municipal timelines and budget cycles. Our Account Managers and Service Engineers are trained to work within government frameworks and are experienced in coordinating with Town leadership, department heads, and third-party stakeholders. During onboarding, we will establish service protocols, escalation paths, and reporting schedules that reflect the Town's operational cadence. Our team is also equipped to support seasonal fluctuations, special projects, and emergency response scenarios, ensuring continuity of service regardless of changing demands.

In addition to our technical readiness, we offer strategic planning support through quarterly business reviews, where we assess performance, review service metrics, and align future initiatives with the Town's goals. Our technology portal provides real-time visibility into ticket resolution, system health, and asset lifecycle status, enabling Town staff to monitor progress and make informed decisions. With a proven track record of supporting municipalities across Colorado and the Western United States, Silicon Plains is confident in its ability to meet and exceed the Town of Paonia's expectations for responsiveness and reliability.

Cost of Services

Unless otherwise noted, Silicon Plains charges a single flat monthly rate for the services included in this response. To meet the requirements and key deliverables outlined by the Town, Silicon Plains will need to complete the following:

1. Pre-Configuration of Assessment Tools

- a. Silicon Plains will ensure our assessment tools are set up and configured to run successfully. We will do a full assessment of your network to determine the best plan of action for improvement.

2. Collecting Assessment Tool Reports

- a. Silicon Plains will collect data from the assessment tool reports, create a system overview highlighting any vulnerabilities, create a custom-tailored remediation plan, and present it to your leadership team to lay out a clear plan of action for improvement/management moving forward.

3. Interviews with Key Staff

- a. This includes reviewing the executive summary report and presentation, discussing the goals and solutions desired by the Town of Paonia, and the full remediation plan with your key staff.

Based on the above schedule and the costs incurred by Silicon Plains to complete the requirements outlined by the Town of Paonia, Silicon Plains proposes a price based on the schedule below.

Silicon Plains IT Services	
vCIO Services	Included
Network Administration	Included
Centralized Services	Included
Help Desk	Included
Support Team	Included
Periodic Site Visits for Network Audits	Included
Onboarding Site Visits	Included
Silicon Plains Cybersecurity Software and Services	
Antivirus/Antimalware – Estimated 23 Endpoints	Included
Zero-Trust/Anti-Ransomware Network Security – Estimated 23 Endpoints	Included
Web Security and Filtering – Estimated 23 Endpoints	Included
Managed Detection and Response – Estimated 23 Endpoints	Included
Other Services	
Customer Requested On-Site Support - Flat Rate Round-Trip Fee	Quoted Separately
Microsoft Licensing	Microsoft MSRP
Projects outside the scope of this agreement	Quoted Separately
Additional Users per month – licensing quoted separately	\$165.00
Total Monthly Investment	\$3,795.00

Statement of Acceptance

Silicon Plains hereby acknowledges and accepts all terms, conditions, and requirements outlined in RFQ 2025-05 issued by the Town of Paonia. We understand and agree to the submission format, digital delivery requirements, and proposal deadline of September 30, 2025, at 12:00 P.M. (MT). We further recognize the Town's rights regarding proposal evaluation, public disclosure, and contract termination as described in the RFQ. Our proposal reflects full compliance with the scope of services, governance expectations, and deliverables requested, and we affirm our commitment to providing professional managed IT services in accordance with the Town's operational, regulatory, and strategic objectives.

Let's Work Together!

Thank you for the opportunity to bid! I know Silicon Plains is in a unique position to provide world-class IT infrastructure management and cybersecurity to the Town of Paonia and I look forward to the opportunity to show you why so many city and county governments have turned to Silicon Plains.

Feel free to contact me with any questions or comments using contact info below or visit our website for a comprehensive review of our services and skills. We are excited to serve your cybersecurity, technology and information system needs.

I look forward to your reply.

Sincerely,



Durrell Middleton

Silicon Plains Account Manager

Website – www.siliconplains.net

Phone – 888.732.3655

E-mail – dmiddleton@siliconplains.net

HQ Address – 9222 Teddy Lane, Lone Tree CO, 80124



REQUEST FOR QUALIFICATIONS

Professional Managed IT Services

RFQ 2025-05

Technical Proposal

Submitted On: 30th Sep, 2025

Time: 11:00 pm EST.

Dash Technologies Inc.

DUNS# 045330509

Tax ID# 80-0641840

Point of Contact :

Jay Oza

Business Development Manager

(614) 453-5231

Jay.O@dashtechinc.com



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1. – Introductory Letter

Date: 9/29/2025

To:

Mr. Stefen Wynn – Town Administrator & Treasurer

Town of Paonia

214 Grand Avenue, Paonia, CO 81428

Subject: Introductory Letter – RFQ 2025-05 Professional Managed IT Services

Hello Mr. Wynn,

On behalf of **Dash Technologies Inc.**, I am pleased to submit our qualifications in response to the **Town of Paonia's RFQ 2025-05 – Professional Managed IT Services**. We sincerely appreciate the opportunity to be considered as a staffing and workforce augmentation partner for the Town.

Dash Technologies Inc., established in **2010** and incorporated in Ohio as a **C-Corporation in 2018**, is a nationally recognized provider of **IT and non-IT staff augmentation services**. With more than **13 years of experience** and an active footprint across **18+ state and municipal clients**, Dash specializes in delivering **qualified, compliance-ready professionals** to support critical public-sector IT functions.

We understand that the Town of Paonia is seeking a partner to support **Tier I–III IT services, ERP (Caselle), SCADA operations, GIS/ArcGIS, CJIS-compliant public safety systems, VoIP, and accessibility compliance**. Dash has a proven track record staffing these specialized roles, and our **300+ internal team of recruiters, compliance officers, and account managers** ensures that the Town's staffing needs are addressed **quickly, effectively, and in full compliance**.

We also acknowledge receipt of all **addenda issued for RFQ 2025-05** and confirm that our submission incorporates all modifications as provided.

Our contact information is as follows:

Jay Oza

Business Development Manager – Dash Technologies Inc.

565 Metro Place S, Suite 300, Dublin, OH 43017

Phone: (614) 453-5231

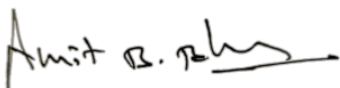
Email: Jay.O@dashtechinc.com

We are confident that Dash Technologies Inc. offers the **experience, resources, and reliability** required to support the Town of Paonia's IT operations both now and into the future. We look forward to the possibility of working together and contributing to the Town's continued success.

Sincerely,

Amit Bhavsar

President – Dash Technologies Inc.



Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ☒ Proposal submitted as a single **PDF document**
 - ☒ File clearly titled: **"RFQ 2025-05 Professional Managed IT Services"**
 - ☒ Vendor name and address included on cover page or header
 - ☒ Submitted **only by email** to:
 - **Paonia@TownofPaonia.com**
 - **cc: StefenW@TownofPaonia.com**
 - ☐ **Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)**
 - ☐ No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.
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Proposal Content

- ☒ **Introductory Letter** (on firm letterhead)
 - Addressed to **Stefen Wynn, Town Administrator & Treasurer**
 - Contact information (name, mailing address, phone, email)
 - Acknowledgement of addenda
 - Signed by authorized representative
- ☒ **Team Qualifications & Experience**
 - Firm history and qualifications
 - Roles and responsibilities of key personnel
 - One-page résumés of primary staff
 - Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance

☒ Project Approach, Scope of Work, and Deliverables

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies

☒ Relevant Experience and References

- Minimum of three (3) references with name, email, address, and phone number

☒ Responsiveness to Project Schedule

- Statement of availability and capacity to meet deadlines

☒ Cost Proposal

- Detailed costs broken down by key areas of need

☒ Statement of Acceptance

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation

- ☒ Proposal reviewed for completeness and accuracy
- ☒ Proposal submitted before deadline

2. Team Qualifications & Experience

Firm History

Dash Technologies Inc. was originally founded in **2010 in Pennsylvania** and later **reincorporated in Ohio in 2018** as a **C-Corporation**. From the beginning, Dash has focused on delivering **high-quality staffing and workforce solutions** to clients across both public and private sectors, with particular expertise in **municipal governments, utilities, healthcare, and public safety agencies**.

Over the past **13+ years**, Dash has grown into a **nationally recognized provider of staff augmentation services**, supporting State clients in **18+ U.S. states including States of Ohio, Georgia, Oklahoma, District of Colorado, New Jersey and more**. Completing more than **350 successful placements** across IT, non-IT, and healthcare roles. Today, we maintain a workforce of **75+ active billing consultants** deployed at municipal and enterprise clients, demonstrating both our reach and our ability to scale.

Our growth has been guided by a commitment to **customized staffing solutions** — taking the time to understand each client’s environment, compliance requirements, and operational goals before deploying talent. This approach has allowed us to consistently succeed in complex environments such as:

- **Municipal IT operations** (ERP/financial systems, GIS/ArcGIS, municipal Wi-Fi, and website accessibility compliance).
- **SCADA environments** (water and wastewater treatment plants, IoT-enabled public works).
- **Public safety IT staffing** (CJIS-compliant police IT, Motorola Spillman CAD/Flex, surveillance and election security).

Dash is also proud to be a **certified Minority Business Enterprise (MBE)** through the **NMSDC, the State of Ohio, NYC-MBE, and CPUC**. These certifications underscore our commitment to diversity, compliance, and equitable procurement practices, while offering clients additional value in meeting their own diversity goals.

From our incorporation in 2010 to today, Dash Technologies has built a reputation for **responsiveness, reliability, and professionalism in staff augmentation**. With more than a decade of experience serving municipalities and public agencies, we bring the history, stability, and proven expertise to serve as a trusted staffing partner for the Town of Paonia.

Project Team Qualifications

Dash Technologies Inc. is a nationally recognized **staff augmentation provider** with over **14 years** of experience delivering IT professionals to **municipal governments, utilities, and public safety agencies** across the United States. Established in 2010, Dash has built a proven track record of supplying **highly skilled, certified, and vetted IT personnel** who seamlessly integrate into client environments.

We currently support clients in **18+ states** and have successfully placed **350+ consultants** across IT, healthcare, engineering, and non-IT functions. For the Town of Paonia, Dash will leverage this expertise to provide qualified IT professionals across the **Tier I–III support spectrum**, ensuring consistent service delivery, compliance, and operational resilience.

Our strength lies in our ability to:

- Rapidly identify and onboard talent tailored to municipal IT environments.
- Provide staff with the certifications and compliance training necessary for secure and reliable operations.
- Maintain continuity of service by guaranteeing backfill support and quick turnaround in case of turnover.

Relevant Experience in Staff Augmentation

Dash Technologies has extensive experience augmenting IT teams for **municipalities, county governments, and utility organizations**, specifically in environments that parallel the Town of Paonia's scope of work.

- **Active Consultant Deployment:** Currently, Dash supports **75+ billing consultants** embedded within municipal, utility, and commercial environments nationwide.
- **Municipal Staffing Expertise:** We have staffed **help desk technicians, desktop support engineers, systems administrators, and cybersecurity specialists** to city and county governments requiring Tier I–III IT support.
- **Specialized Systems Knowledge:** Dash has placed professionals experienced with **ERP systems (Caselle), SCADA platforms for water/wastewater utilities, GIS/ArcGIS for planning and infrastructure, and CJIS-compliant IT support for police departments.**
- **Proven Track Record in Public Sector IT:** Our professionals have supported **critical systems such as public Wi-Fi, surveillance networks, election system security, and Motorola Spillman CAD/Flex law enforcement applications.**
- **Certified Diversity Partner:** As a certified **Minority Business Enterprise (MBE)** through the **NMSDC, State of Ohio, NYC-MBE, and CPUC**, Dash brings additional procurement advantages, ensuring compliance with diversity and inclusion goals while delivering highly qualified personnel.

Why Dash is a Strong Fit for Paonia

- **Depth of Candidate Pool:** Access to a large, pre-vetted talent pipeline ensures that the Town receives qualified resumes within **24–48 hours** of request.
- **Flexibility of Engagement:** Ability to provide **full-time, part-time, onsite, remote, or hybrid placements**, tailored to Paonia's operational needs.
- **Continuity of Service:** Guaranteed **backfill candidates** to minimize downtime in case of turnover or role changes.
- **Municipal Familiarity:** Direct experience supporting **public safety IT operations, ERP administration, SCADA oversight, and community-facing technologies**, aligning with the Town's diverse IT landscape.

By leveraging our **national staffing reach, municipal sector expertise, and deep talent pool**, Dash Technologies ensures the Town of Paonia will have immediate access to **skilled IT professionals** capable of fulfilling its Tier I–III staffing requirements while maintaining compliance, security, and continuity.

Professional certifications and specialized training

Certifications and Specialized Training

At Dash Technologies Inc., we know that the strength of our staff augmentation services depends on the expertise and professionalism of our recruiting team. Our recruiters and account managers combine **8–16 years of specialized U.S. staffing experience** with **industry-recognized certifications** to consistently deliver qualified IT professionals for municipal, utility, and public safety clients.

- **Experienced Recruiters:** Each recruiter has deep experience in IT staff augmentation, allowing us to understand municipal requirements quickly and provide qualified candidates within **48–72 hours**.
- **Certified Professionals:** Our team holds certifications in **Talent Acquisition, Human Resource Management, ATS platforms, and Diversity Hiring Practices**, ensuring every search is structured, ethical, and compliant.
- **Sector-Specific Training:** Recruiters receive targeted training to source candidates with expertise in **CJIS clearance, SCADA environments, Caselle ERP, and GIS/ArcGIS**.

- **Compliance Expertise:** We are well-versed in **federal, state, and municipal labor regulations** and onboarding frameworks, streamlining placements while avoiding administrative delays.
- **Diversity Commitment:** As a **certified Minority Business Enterprise (MBE)** through **NMSDC, State of Ohio, NYC-MBE, and CPUC**, we integrate inclusive hiring practices that also help municipalities meet procurement and community goals.

This blend of certifications, specialized training, and real-world staffing experience ensures that Dash consistently delivers **compliance-ready IT professionals** who integrate seamlessly into municipal operations.

Training and Continuous Development

Dash Technologies Inc. recognizes that staffing success is not just about filling roles — it is about ensuring ongoing **professional growth and compliance readiness** for both our recruiters and the consultants we provide. We have built a culture of **continuous training, technical awareness, and knowledge sharing** to maintain the highest standards in staff augmentation.

- **Recruiter Development:** Our recruiters participate in regular workshops, certifications, and skills-upgrade sessions covering the latest staffing technologies, sourcing strategies, and compliance regulations.
- **Technical Awareness:** Recruiters are trained on emerging IT trends — including cloud platforms, Microsoft 365, cybersecurity, SCADA, ERP/financial systems, and GIS/ArcGIS — to accurately assess candidate expertise for municipal needs.
- **Consultant Training:** Placed IT professionals receive ongoing vendor-led training, professional education, and security awareness programs to ensure they remain current and effective from day one.
- **Cybersecurity & Compliance:** All staff in sensitive roles complete CJIS security awareness, HIPAA (where relevant), and cybersecurity best-practices training to meet strict municipal and public safety standards.
- **Quarterly Market Refresh:** Dash organizes quarterly sessions to update recruiters and consultants on industry shifts, salary trends, and evolving role requirements, keeping our talent pool aligned with market realities.
- **Knowledge Sharing:** We encourage peer-to-peer learning among deployed consultants, creating a network of shared expertise that benefits clients like the Town of Paonia.

By investing in continuous development for both our recruiters and consultants, Dash ensures faster placements, higher-quality candidates, and professionals who are **compliance-ready, technically proficient, and future-focused** to support Paonia’s IT operations.

Roles and responsibilities of key personnel

Dash Technologies Inc. operates under a **well-defined organizational structure** designed to deliver **consistent, high-quality staff augmentation services** across municipalities, utilities, and public safety agencies. This structure ensures that every client — including the Town of Paonia — benefits from **executive oversight, dedicated account management, highly experienced recruiters, strict compliance controls, and responsive consultant support**.

Executive Oversight

- **Executive Leadership:** Dash’s executive team sets the strategic direction for all staffing engagements and provides governance to ensure that operations comply with **corporate policies, industry best practices, and MBE certification standards**. They maintain ultimate accountability for service quality and client satisfaction.
- **Business Development Manager (Primary Client Liaison):** Serves as the **first point of contact** for the Town of Paonia, overseeing contract execution, ensuring staffing services remain aligned with municipal expectations, and fostering a long-term partnership with Town leadership.

Recruitment & Delivery Team

- **Recruitment Manager:** Directs the recruitment function, ensuring all staffing requests from the Town are prioritized and fulfilled within agreed service-level timelines.
- **Senior Recruiters:** Each recruiter brings **8–16 years of U.S. staffing experience** and specializes in IT staff augmentation. They handle **candidate sourcing, vetting, compliance verification (CJIS, SCADA, ERP, GIS), and resume submission** within **24–48 hours**.
- **Recruitment Coordinators:** Provide operational support for outreach, background checks, reference verification, interview scheduling, and onboarding logistics — ensuring a smooth hiring process for both the Town and the candidates.

Account & Compliance Support

- **Account Managers:** Assigned to each client account, including Paonia, to monitor consultant performance, manage staffing levels, and act as escalation points. They provide **weekly updates, monthly reporting, and proactive communication** to ensure expectations are met.
- **Compliance & HR Team:** Manages **onboarding, payroll, benefits, labor law compliance, background verification, and CJIS clearance coordination** for consultants. This ensures that every staff member deployed to Paonia is **compliance-ready and risk-free from day one**.
- **Training & Development Coordinators:** Oversee continuous learning programs for both recruiters and consultants, ensuring that Dash’s staff remain **technically current, compliance-aware, and aligned with municipal IT trends**.

Consultant Support & Backfill System

- **Talent Pool:** Dash maintains a strong pool of **pre-qualified IT consultants** across Tier I–III support functions and specialized municipal IT roles. This allows us to quickly **replace or backfill resources** if turnover occurs, guaranteeing uninterrupted service delivery.
- **Consultant Success Managers:** Provide direct support to deployed consultants, conduct **regular performance check-ins, troubleshoot challenges, and ensure resources have the tools they need** to succeed in their assignments with the Town.

Allocation of Responsibilities

- **Dash Technologies:** Responsible for **recruitment, vetting, compliance, payroll, HR, consultant support, and ongoing performance monitoring**.
- **Deployed Consultants:** Work directly under the **Town of Paonia’s supervision** to deliver day-to-day IT support across **Tier I–III levels and specialized functions (SCADA, ERP, GIS, CJIS)**.
- **Dash Account & Compliance Team:** Provides continuous oversight to ensure staffing stability, proactive backfill if needed, and alignment with Paonia’s compliance and performance standards.

Benefits of Dash’s Structured Model

This organizational framework ensures that the Town of Paonia will always have:

1. **Direct support and accountability** from Dash’s executive leadership and client-facing account managers.
2. **Experienced recruiters** dedicated to sourcing and delivering top-tier IT professionals who meet municipal requirements.
3. **Comprehensive compliance and HR oversight**, covering onboarding, payroll, and regulatory adherence.
4. **A robust candidate pool and backfill guarantee** that ensures uninterrupted service, even in the event of turnover.
5. **Continuous training and consultant support**, ensuring staff remain current, effective, and responsive to the Town’s evolving IT needs.

Availability and responsiveness of team members.

At Dash Technologies Inc., we know that the success of a staff augmentation engagement depends heavily on the **availability and responsiveness of our internal team**. Our structure is built to ensure that the Town of Paonia will always have **direct access to Dash leadership, account managers, and recruiters**, backed by a proactive communication model.

Account Management Availability

- **Dedicated Account Manager:** The Town will be assigned a dedicated account manager who serves as the **single point of contact** for all staffing-related needs. This manager is available during extended business hours and remains on-call for urgent requests, ensuring prompt issue resolution and clear communication.
- **Executive Oversight:** Senior leadership, including the Business Development Manager, remains directly involved in the account to guarantee responsiveness at the highest level.

Recruitment Team Responsiveness

- **Recruitment Coverage Across Time Zones:** Dash's recruiting team operates across multiple U.S. time zones, allowing us to provide extended-hour support. This ensures that the Town's staffing needs are addressed promptly, even outside of standard office hours.
- **Rapid Response Protocols:** Our recruiters respond to all client inquiries within **2 business hours** and provide status updates on open staffing requests daily until resolved.

Compliance & Support Team Availability

- **HR & Compliance Team:** Always available to handle background checks, CJIS clearance coordination, onboarding documentation, and payroll inquiries. This ensures that administrative processes never delay candidate start dates.
- **Consultant Success Managers:** Assigned to support deployed staff, ensuring any consultant-related issues are quickly identified and resolved in coordination with the Town.

Responsiveness Standards

- **Client Communication:** Dash guarantees same-day responses to all non-urgent client communications and immediate acknowledgment of urgent requests.
- **Escalation Access:** In addition to the account manager, the Town will have escalation access to Dash's senior leadership team to ensure **no request goes unanswered**.
- **Proactive Updates:** Weekly update calls and monthly performance reports keep the Town informed on staffing activity, performance, and market insights.

Commitment to Paonia

Our internal team is not only available — we are **highly responsive and proactive**. We ensure that the Town's leadership never has to wait for updates, never struggles to reach decision-makers, and always has a dedicated Dash team member ready to address staffing or performance needs in real time.

Resumes of Primary Staff

1. President / Executive Leadership

Professional Summary:

Accomplished executive with **20+ years of leadership** in IT staffing, business development, and large-scale workforce solutions. Specializes in public sector contracts, cybersecurity, cloud technologies, and strategic staffing operations. Demonstrated ability to scale operations, implement compliance frameworks, and drive **multi-state IT workforce solutions** while maintaining strong client engagement.

Core Competencies:

- Executive Leadership & Strategic Planning
- Public Sector & Government IT Staffing
- Enterprise Workforce Deployment & Compliance Oversight
- Cybersecurity & Cloud Talent Acquisition
- Contract Negotiation, RFP Management & Vendor Relations
- Organizational Growth & Operational Efficiency

Professional Experience:

- Spearheaded **multi-state IT staffing initiatives** for complex government projects, achieving **95–98% placement success**.
- Designed and implemented **strategic workforce frameworks** to optimize deployment of technical talent across states.
- Managed **high-value enterprise and government client relationships**, enhancing retention and driving revenue growth.
- Oversaw **regulatory compliance and audit readiness**, ensuring recruitment operations aligned with federal and state standards.

Education:

- Diploma in Computer Engineering.

2. Operations & Service Delivery Manager

Professional Summary:

Results-driven operations and service delivery professional with expertise in **IT and non-IT staffing, MSP/VMS programs, and workforce optimization**. Adept at process improvement, client liaison, and **high-volume recruitment for government and commercial projects**.

Core Competencies:

- IT & Non-IT Staff Augmentation
- MSP/VMS Program Implementation & Vendor Coordination
- Operational Excellence & Process Optimization
- Talent Acquisition & Onboarding Workflow Management
- Compliance & Quality Assurance

Professional Experience:

- Directed **end-to-end recruitment operations** for public sector staffing initiatives across multiple states.
- Optimized MSP programs, improving candidate sourcing, **reducing time-to-fill**, and ensuring compliance adherence.
- Collaborated with client teams to **forecast staffing needs**, align recruitment with project objectives, and streamline candidate placements.

- Implemented **process improvements** that increased efficiency and enhanced candidate engagement.

Education:

- Bachelor of Commerce

3. Account Manager**Professional Summary:**

Dynamic account manager with **6+ years** in IT staffing and client management, specializing in **MSP/VMS recruitment strategy, government contracts, and commercial staffing solutions**. Excels in client engagement, recruitment process oversight, and **strategic account growth**.

Core Competencies:

- Client Relationship Management & Strategic Engagement
- MSP/VMS Staffing Strategy & Execution
- Contract Negotiation & SLA Management
- Recruitment Metrics Analysis & Reporting
- Talent Acquisition Pipeline Oversight

Professional Experience:

- Managed **key client accounts**, ensuring recruitment solutions aligned with technical and organizational requirements.
- Directed MSP/VMS staffing programs, **achieving high-quality candidate placements** with minimal attrition.
- Negotiated contracts and SLAs to **maximize staffing efficiency and client satisfaction**.
- Developed **customized recruitment dashboards**, providing actionable insights for workforce planning and strategic decision-making.

Education:

- Bachelor of Commerce

4. Business Development Manager / Account Manager**Professional Summary:**

Strategic business development professional with extensive experience in **IT & non-IT staffing**, client acquisition, revenue growth, and **MSP/VMS program management**. Proven success in securing **high-value government and enterprise contracts** through proposals, RFP submissions, and partnership development.

Core Competencies:

- B2B Sales & Strategic Client Acquisition
- IT & Non-IT Staffing Solutions
- Proposal Development & RFP Management
- Pipeline Management & CRM Optimization
- Revenue Growth & Strategic Partnership Development

Professional Experience:

- Acquired and expanded **enterprise client portfolios**, resulting in increased revenue and staffing engagement.
- Managed **RFP submissions and proposal development** for government contracts, ensuring compliance and competitiveness.
- Oversaw **MSP/VMS programs**, improving candidate placement efficiency and client satisfaction.
- Implemented **CRM tools and sales automation workflows**, enhancing lead tracking, KPIs, and pipeline visibility.

Education & Certifications:

- BE in Computer Engineering
- Digital Marketing Certification
- Leadership & Business Analysis Program

5. Senior Delivery Manager

Professional Summary:

Senior delivery professional with **8+ years** in IT, non-IT, and healthcare staffing, specializing in **high-volume recruitment and MSP/VMS delivery for government contracts**. Skilled in team leadership, client collaboration, and **ensuring timely candidate placements across multi-state projects**.

Core Competencies:

- High-Volume IT & Non-IT Recruitment
- MSP/VMS Program Delivery & Optimization
- Team Leadership, Training & Development
- Client Relationship Management & Strategic Staffing
- Operational Metrics & Performance Reporting

Professional Experience:

- Oversaw **recruitment operations** for multiple government contracts, achieving **95%+ placement accuracy**.
- Managed and trained recruitment teams, improving **workflow efficiency and compliance adherence**.
- Partnered with clients to develop **strategic staffing plans** aligned with project timelines and skill requirements.
- Implemented **performance dashboards and recruitment metrics**, optimizing service quality and delivery.

Education & Certifications:

- BCA
- Excel & LinkedIn Recruiter Certification

6. Recruitment & Delivery Manager

Professional Summary:

Seasoned recruitment leader with **8+ years' experience** in IT, engineering, and non-IT staffing, focusing on **government contracts, MSP/VMS programs, and full-cycle recruitment**. Recognized for optimizing staffing workflows and delivering high-quality candidates efficiently.

Core Competencies:

- Full-Cycle Recruitment & Talent Acquisition
- IT & Non-IT Staffing Solutions
- MSP/VMS Program Management
- Client & Vendor Relationship Management
- Team Leadership & Staff Training

Professional Experience:

- Managed **end-to-end recruitment** for government contracts, achieving high compliance and placement success.
- Collaborated with clients to **tailor recruitment strategies** for project-specific requirements.
- Placed **80+ Candidates** over USA.
- Streamlined recruitment workflows, reducing **time-to-fill** while maintaining candidate quality.

Education:

- Diploma in Electronics & Communication.

7. Recruitment Manager

Professional Summary:

Experienced recruitment manager with expertise in **IT staffing, talent acquisition, and process optimization**, focused on delivering **efficient staffing solutions** for public and commercial projects.

Core Competencies:

- Recruitment Strategy & Execution (IT/Non-IT)
- Full Lifecycle Staffing & Talent Acquisition
- Team Leadership & Mentorship
- Client & Vendor Relationship Management
- Compliance & Regulatory Adherence

Professional Experience:

- Directed **recruitment teams** to achieve staffing and compliance targets.
- Developed and implemented **high-volume recruitment strategies** for government projects.
- Placed **72+ Candidates** Over USA.
- Mentored teams to improve overall **efficiency and candidate placement success**.

Education:

- MBA

8. Onboarding & Recruitment Specialist

Professional Summary:

Proactive Onboarding & Recruitment Specialist with expertise in **technical recruitment, candidate onboarding, and compliance management**. Skilled in supporting full-cycle recruitment for government and commercial clients.

Core Competencies:

- Technical Recruiting & Talent Acquisition
- Onboarding & Compliance Management
- Candidate Relationship Management
- Background Checks & Credential Verification
- Contract & Rate Negotiation Support

Professional Experience:

- Managed **onboarding processes**, ensuring smooth transitions of candidates into client projects.
- Coordinated **background checks, credential verification**, and documentation compliance with clients.
- Supported candidates throughout the **recruitment lifecycle**, improving engagement and retention.

Education:

- B.E. in Biomedical Engineering

9. Senior Recruiters

Professional Summary:

Accomplished Senior Recruiter with **8+ years** in IT staffing, specializing in **full-cycle recruitment, candidate sourcing, and placement for government and commercial clients**. Strong focus on aligning candidate skills with client requirements.

Core Competencies:

- IT Recruitment & Talent Acquisition
- Candidate Sourcing, Screening & Assessment
- Full Lifecycle Recruitment Management
- Strategic Client Needs Analysis
- Staffing Strategy Implementation

Professional Experience:

- Led sourcing and placement for **high-level IT positions**, ensuring technical and cultural fit.
- Acted as **primary client liaison**, understanding staffing needs and providing tailored recruitment solutions.
- Managed **end-to-end recruitment lifecycle**, from candidate evaluation to offer management.
- Applied **advanced screening techniques**, reducing time-to-hire by 20% and improving candidate quality.
- Collaborated with cross-functional teams on **large-scale public sector staffing projects**.

Education:

- Bachelor of Commerce

10. Level 2: Recruiters

Professional Summary:

Experienced IT recruiter with 6+ years in staffing and workforce management across government and commercial sectors. Demonstrates expertise in sourcing, evaluating, and placing candidates for technical and specialized roles. Adept at coordinating end-to-end recruitment processes while ensuring compliance, quality, and efficiency in candidate placement.

Core Competencies:

- **Technical Candidate Sourcing & Evaluation:** Identifying qualified IT and technical talent for diverse roles including software development, infrastructure, and cybersecurity.
- **Client Engagement & Stakeholder Communication:** Partnering with account managers and hiring managers to align candidate profiles with project requirements.
- **Recruitment Analytics & Process Optimization:** Using data-driven approaches to improve candidate pipelines, reduce time-to-hire, and maintain high placement success rates.

Professional Experience:

Senior Recruiter – Dash Technologies Inc.

- Conducted comprehensive candidate screenings, including technical assessments and behavioral interviews, ensuring alignment with client expectations.
- Coordinated interview schedules with account managers and hiring teams, streamlining communication for faster placements.
- Maintained detailed candidate pipelines and prepared documentation for client evaluation, ensuring transparency and audit readiness.
- Proactively engaged candidates to improve retention, resulting in a 15% increase in placement success and reduced drop-offs.

Education:

- Bachelor of Science

11. Level 3: Recruiters

Professional Summary:

Motivated IT/technical recruiter with 3–4+ years' experience in talent acquisition and staffing for both government and enterprise clients. Skilled at candidate sourcing, initial screening, and interview facilitation, with strong technical knowledge to match talent with project requirements. Known for building robust candidate pipelines and supporting high-volume recruitment.

Core Competencies:

- **Candidate Sourcing & Screening:** Using multiple platforms and tools to identify and pre-qualify candidates for IT roles.
- **Interview Coordination & Assessment:** Facilitating technical and behavioral interviews to ensure candidate readiness and suitability.
- **Workflow & Recruitment Administration:** Supporting recruitment teams by managing pipelines, maintaining candidate records, and ensuring process efficiency.

Professional Experience:

Recruiter – Dash Technologies Inc.

- Sourced, evaluated, and recommended candidates for IT and technical roles, aligning skillsets with client requirements.
- Assisted senior recruiters in managing talent pipelines, improving placement speed by 10–15%.
- Coordinated interviews, provided feedback to candidates, and ensured a seamless hiring experience.
- Maintained strong client communication channels to understand project requirements and adapt recruitment strategies accordingly.

Education:

- Bachelor of Engineering

12. Junior Recruitment Specialist

Professional Summary:

Detail-oriented Junior Recruitment Specialist with 1–2 years of experience supporting IT and non-IT staffing initiatives. Skilled in candidate management, interview scheduling, and recruitment process administration. Recognized for efficiency, organizational skills, and supporting seamless hiring operations.

Core Competencies:

- **Candidate Management & Assessment:** Assisting in screening, evaluation, and coordination of candidates for multiple roles.
- **Interview Scheduling & Logistics:** Organizing interviews and maintaining structured recruitment timelines.
- **Recruitment Process Support:** Ensuring accurate documentation, onboarding readiness, and workflow continuity.

Professional Experience:

Junior Recruitment Specialist – Dash Technologies Inc.

- Managed candidate outreach, communications, and interview scheduling to maintain a seamless recruitment workflow.
- Maintained detailed candidate records in internal databases for accurate tracking, reporting, and compliance.
- Supported senior recruiters in ensuring timely placements and alignment with client expectations.
- Assisted in onboarding documentation and pre-joining processes to ensure smooth candidate integration.

Education:

- Bachelor of Commerce

13. Admin / Onboarding Executive

Professional Summary:

Proactive Admin/Onboarding Executive with 3+ years' experience in administrative coordination, recruitment support, and onboarding management. Skilled in managing candidate documentation, compliance verification, and ensuring seamless integration of new hires into client projects.

Core Competencies:

- **Onboarding & Compliance Management:** Coordinating background checks, credential verification, and new hire documentation.
- **Administrative Support & Workflow Optimization:** Streamlining candidate data, training schedules, and internal communication.
- **Market Research & Talent Mapping:** Supporting recruitment strategies by identifying talent pools and project-specific candidate availability.

Professional Experience:

Admin/Onboarding Executive – Dash Technologies Inc.

- Managed end-to-end onboarding processes, ensuring timely completion of documentation, background checks, and compliance requirements.
- Provided administrative support to recruitment and HR teams, facilitating smooth communication between candidates and internal teams.
- Conducted market research and talent mapping to support staffing strategies for key government and commercial projects.
- Ensured adherence to internal and client onboarding policies, improving candidate satisfaction and operational efficiency.

Education:

- Diploma in Software Engineering – H & B Computer Education (2021)
- HSC – NIOS Board (2018)

Demonstrated Familiarity with Municipal Operations

Dash Technologies Inc. has a proven track record of supporting **municipal governments, utilities, and public safety agencies** with qualified IT professionals who understand the unique challenges of public-sector operations. Over the past decade, we have worked with towns, counties, and state agencies across **18+ U.S. states**, supplying consultants who provide both day-to-day IT support and specialized expertise in municipal systems.

We recognize that municipal IT operations differ from private-sector environments due to **regulatory compliance, limited resources, public-facing accountability, and the need for uninterrupted service delivery**. Dash has consistently demonstrated the ability to staff professionals who thrive in these environments and adapt quickly to community needs.

ERP and Administrative Systems Support

- Dash has placed IT staff to support **Caselle Clarity ERP** and other municipal enterprise platforms used for financial management, payroll, billing, and resource planning.
- Our consultants have worked closely with **town clerks, finance offices, and administrative departments**, ensuring that ERP systems remain reliable and that staff receive user-level support.
- Beyond ERP, we have staffed professionals trained in **document management systems such as Laserfiche and Adobe tools**, commonly used in municipal recordkeeping.

GIS and Infrastructure Technology

- Dash has staffed **GIS/ArcGIS professionals** to assist municipal planning and zoning departments in maintaining geospatial mapping systems.
- These resources provide technical support for land use planning, infrastructure mapping, and utility service delivery, ensuring municipal staff and residents have access to accurate and up-to-date geographic data.

Public Safety and CJIS-Compliant Staffing

- Dash has extensive experience placing IT staff who support **law enforcement and public safety agencies**, with a clear understanding of the **Criminal Justice Information Services (CJIS) Security Policy**.
- We have sourced and deployed consultants who achieved **CJIS Level 4 clearance**, allowing them to securely handle sensitive police systems and criminal justice data.
- Our consultants have supported departments using **Motorola Spillman CAD/Flex systems, mobile dispatch tools, and body-camera/surveillance integrations**.
- In addition, Dash has experience staffing IT personnel who coordinate with **county election boards** and sheriff's offices, ensuring that surveillance and IT systems meet compliance requirements for **election security** and **public safety communications**.

Community-Facing Municipal Technology

- Dash has staffed IT consultants with experience in managing **public Wi-Fi networks** deployed across parks, libraries, and downtown areas.
- Our professionals have supported **wireless repeater towers and IoT-based public internet systems**, ensuring residents receive reliable access while maintaining security against unauthorized use.
- We have also provided staff familiar with **website accessibility standards (ADA and Colorado HB 21-1110)** to ensure that municipal websites remain compliant, functional, and accessible to all residents.

Proven Municipal Engagements Nationwide

- Dash currently supports municipal and county governments in **Ohio, Pennsylvania, New Jersey, Georgia, Alabama, Oklahoma, and Tennessee**, among others.
- Across these states, we have successfully deployed more than **350 consultants**, with **75+ currently active** in municipal, utility, and public safety assignments.
- Many of these consultants are embedded within **police departments, water/wastewater utilities, and town halls**, providing Tier I–III IT support and specialized technical expertise.

Experience with State and Federal Compliance

With over **13 years of experience** in the staffing and staff augmentation industry, Dash Technologies Inc. has developed deep expertise in meeting the **compliance requirements of state and federal government clients**. We currently support more than **18 state and government clients** across the U.S., including the **States of Ohio, New Jersey, Georgia, Pennsylvania, Oklahoma, California, and others**.

Our recruiters and compliance teams are well-versed in the **laws, regulations, and frameworks** that govern public-sector staffing, including:

- **CJIS (Criminal Justice Information Services) Security Policy** for public safety and law enforcement IT staffing.

- **SCADA and utility compliance standards** for water, wastewater, and public works departments.
- **HIPAA regulations** where IT staff support healthcare-related environments.
- **Federal, state, and local labor laws**, including onboarding, payroll, and reporting requirements.
- **Municipal procurement rules** to ensure transparency, fairness, and adherence to state-mandated guidelines.
- **Accessibility requirements (ADA, Section 508, and Colorado HB 21-1110)** for municipal websites and digital services.

Dash manages the entire **compliance lifecycle** for each placement, including **background checks, CJIS clearance coordination, reference verification, onboarding documentation, payroll, and benefits administration**. This ensures that every consultant deployed to municipal or public safety environments is **compliance-ready from day one**.

Our long-standing partnerships with government agencies demonstrate our ability to **navigate complex compliance environments, adapt to evolving requirements, and deliver reliable staffing solutions** that withstand state and federal audits. The Town of Paonia can be confident that Dash's staffing model not only supplies qualified professionals but also guarantees **full compliance and risk mitigation** throughout the engagement.



3 - Project Approach, Scope of Work, and Deliverables

Dash Technologies Inc. fully understands the **scope of services outlined in RFQ 2025-05** and the importance of providing the Town of Paonia with reliable, compliant, and skilled IT professionals through staff augmentation. We recognize that the Town requires support across **Tier I–III IT functions, specialized municipal systems, and compliance-driven operations** such as SCADA and CJIS. Our role will be to supply qualified personnel who can seamlessly integrate into the Town’s environment, ensuring that day-to-day operations, long-term technology initiatives, and public-facing services are supported without disruption.

Comprehensive Approach Aligned with the Town’s Needs and Requirements

Dash Technologies Inc. brings a **proven, comprehensive staff augmentation model** designed to fully align with the Town of Paonia’s IT requirements as outlined in RFQ 2025-05. We understand that the Town requires more than basic IT staffing — you need **qualified professionals who can step in immediately, support critical systems, meet compliance standards, and evolve with your growing technology environment**. Our approach ensures that every placement contributes to the Town’s **reliability, security, and service excellence** from day one.

Deep Understanding of Municipal IT Needs

Our process begins with a detailed understanding of Paonia’s IT environment — spanning **Tier I–III support, SCADA systems, ERP (Caselle), GIS/ArcGIS, CJIS compliance, VoIP systems, and website accessibility requirements**. By aligning each role we staff to these operational needs, Dash ensures that Paonia receives professionals who are not only technically qualified but also **familiar with municipal workflows, compliance frameworks, and public service priorities**.

Structured, Tiered Staffing Model

We mirror the Town’s three-tier IT support framework to ensure coverage at every level:

- **Tier I – Help Desk Specialists / IT Support Technicians**
 - Provide first-line assistance for Town employees.
 - Manage ticketing, password resets, login issues, connectivity, and peripheral support (printers, scanners, copiers).
 - Deliver friendly, customer-service-oriented support while escalating unresolved issues to Tier II.
- **Tier II – Desktop Support Technicians**
 - Handle escalated issues requiring deeper troubleshooting or onsite presence.
 - Support municipal applications, ERP systems, and departmental workflows across Town Hall, Public Works, Utilities, and Police.
 - Ensure minimal downtime through direct collaboration with staff.
- **Tier III – Systems Administrators & Engineers**
 - Deliver advanced infrastructure support — servers, networks, endpoints, and cloud services.
 - Provide expertise in **Microsoft 365, Azure AD, Intune, MFA, Defender, SharePoint, and Power Automate**.
 - Ensure compliance with CJIS standards, strengthen cybersecurity, and maintain resilience of Town-wide IT systems.

Specialized Municipal IT Staffing

Paonia’s environment requires more than general IT support. Dash provides **specialized resources** with direct municipal experience, including:

- **SCADA IT Specialists** – secure and maintain water/wastewater SCADA platforms and IoT-enabled utilities.
- **ERP (Caselle) Specialists** – support financial and administrative operations at Town Hall.
- **GIS/ArcGIS Specialists** – assist with mapping, zoning, and infrastructure planning.
- **CJIS-Certified IT Specialists** – cleared for **CJIS Level 4** to support police systems, including Motorola Spillman CAD/Flex.
- **Cybersecurity Specialists** – perform proactive monitoring, patching, vulnerability testing, and email/MFA security.
- **VoIP / Telecommunications Specialists** – support **Nextiva or equivalent desk phone systems**, ensuring lifecycle management.
- **Website Accessibility Specialists** – ensure compliance with **Colorado HB 21-1110 and ADA standards**.
- **Security Camera Coordinators** – oversee vendor management for surveillance and election system integrity.
- **Mobile Device Management Specialists** – administer Apple Business Manager for iPhones/iPads, ensuring secure deployment and lifecycle tracking.

Reliability, Continuity, and Flexibility

- **48–72 Hour Candidate Delivery:** Rapid turnaround from request to candidate submittal.
- **Backfill Guarantee:** Seamless replacement of resources in case of turnover, ensuring no gaps in IT coverage.
- **Scalable Staffing:** Ability to staff a single role or build a **multi-tier support team** as Paonia’s needs evolve.
- **Nationwide Talent Network:** With **350+ successful placements** across 18+ states, Dash provides both depth and reach for specialized municipal staffing.

Seamless Integration and Accountability

Dash-supplied consultants operate directly **under the Town’s governance and management structure**, following Paonia’s internal policies, IT standards, and compliance requirements. Every consultant undergoes **orientation and training** on municipal acceptable use policies, security protocols, and role expectations to ensure they are **productive on day one**. Dash account managers provide ongoing oversight, ensuring both the Town and the consultant remain supported throughout the engagement.

Long-Term Partnership Value

Our approach goes beyond filling vacancies — it ensures that Paonia has a **strategic staffing partner** capable of scaling with your future initiatives. Whether the Town is **modernizing servers, expanding SCADA capabilities, upgrading ERP platforms, enhancing public safety IT, or meeting evolving cybersecurity standards**, Dash provides the qualified people to make it happen.

Innovative Strategies for Ongoing Improvements and Efficiencies

At Dash Technologies Inc., we believe that effective staff augmentation goes beyond simply filling roles — it is about **continuously improving how IT services are delivered** within the municipal environment. We bring forward **innovative staffing strategies, process efficiencies, and technology-driven insights** that help the Town of Paonia maximize the value of every resource deployed.

Proactive Staffing Model

- **Predictive Workforce Planning:** Dash uses **data-driven forecasting** to anticipate when resources may be needed (e.g., upcoming server upgrades, ERP transitions, or seasonal workload increases). This allows us to prepare candidate pipelines in advance so the Town is never left waiting.
- **Backfill and Strength:** Our pre-vetted **pool of IT consultants** allows for seamless backfill of positions in case of turnover, ensuring that no critical functions are left unsupported.

Continuous Skills Alignment

- **Market-Aware Recruiting:** Dash's recruiters are trained to stay current with **emerging IT skills** (cloud, cybersecurity, SCADA security, GIS, ERP) so the Town always receives consultants with **up-to-date technical expertise**.
- **Quarterly Skills Reviews:** We perform quarterly assessments of consultants' skills and performance, identifying opportunities for **additional training or cross-skilling** to better serve municipal needs.

Efficiency Through Specialized Talent

- **Role-Specific Staffing:** Rather than assigning general IT staff, Dash provides **specialized consultants** (e.g., SCADA IT specialists, CJIS-certified technicians, ERP administrators) who deliver faster resolutions and require less training, reducing operational downtime.
- **Process Optimization:** By placing consultants who are already familiar with municipal IT systems, Dash shortens learning curves and ensures immediate productivity.

Enhanced Communication and Oversight

- **Dedicated Account Manager:** Provides regular check-ins, progress tracking, and performance reports, ensuring staffing effectiveness and enabling **continuous improvement feedback loops**.
- **Transparent Reporting:** Dash supplies monthly summaries on consultant performance, market trends, and staffing efficiencies, giving the Town actionable insights for resource planning.

Leveraging Automation and Tools

- **Smart Candidate Matching:** We use AI-enabled applicant tracking systems to identify the best candidates faster, ensuring that the Town receives qualified resumes within **48–72 hours**.
- **Lifecycle Management:** Dash helps plan for **device and staff lifecycle needs** by providing staffing support aligned with Town projects such as **ERP upgrades, SCADA expansions, or cybersecurity initiatives**.

Long-Term Value Creation

- **Scalability:** As Paonia's IT needs grow, Dash can **scale staffing support** quickly — whether by adding Tier I help desk resources, deploying additional cybersecurity staff, or expanding Tier III infrastructure support.
- **Cost-Efficiency:** By providing staff who are already trained in municipal systems and compliance requirements, we reduce onboarding costs, accelerate time-to-value, and minimize the need for external retraining.
- **Knowledge Transfer:** Dash encourages consultants to document solutions, share lessons learned, and build **institutional knowledge** within the Town's IT operations — ensuring that improvements remain even if personnel changes occur.

Clear Methodology for User Engagement, Training, and Communication

Dash Technologies Inc. recognizes that the success of any IT staffing engagement depends not only on technical expertise but also on the **ability of consultants to engage with end-users, provide effective training, and maintain clear**

communication with Town leadership. Our methodology is built to ensure that every professional we place integrates seamlessly into Paonia's operations, delivers responsive user support, and strengthens overall communication across departments.

User Engagement Approach

- **Customer-Centric Mindset:** All Dash-provided IT professionals are trained to approach support with a **service-oriented attitude**, ensuring that Town employees feel heard, respected, and supported during IT interactions.
- **Multi-Channel Accessibility:** Consultants are available to users via **phone, email, and ticketing systems** for routine support, while providing in-person assistance when issues require onsite resolution.
- **Role-Specific Expertise:** By staffing consultants with experience in municipal IT systems (ERP Caselle, SCADA, GIS, CJIS-compliant platforms), Dash ensures that users receive **fast, knowledgeable support** without extended troubleshooting delays.
- **End-User Feedback Loops:** Consultants are trained to capture recurring user concerns and report them to Town leadership, allowing systemic issues to be addressed and resolved efficiently.

Training and Knowledge Transfer

- **Onboarding Support for Town Staff:** Consultants assist with **employee onboarding and offboarding**, including account creation, file migration, and device setup, ensuring smooth transitions for new and departing staff.
- **End-User Training Sessions:** Dash-provided IT staff conduct **regular training workshops** for Town employees on critical tools such as Microsoft 365, cybersecurity awareness (phishing prevention, MFA usage), and municipal acceptable use policies.
- **Public Safety IT Training:** For the Police Department, our CJIS-certified consultants ensure staff are trained on security protocols, mobile device usage, and Motorola Spillman CAD/Flex applications.
- **Ongoing Knowledge Transfer:** Consultants document processes, system configurations, and troubleshooting steps, building an **institutional knowledge base** that remains with the Town even if staff turnover occurs.

Communication with Leadership and Departments

- **Dedicated Account Manager:** Dash assigns a dedicated account manager as the **single point of contact** for the Town Manager and designated staff. This ensures consistent communication, escalation handling, and performance monitoring.
- **Regular Status Reporting:** Consultants provide structured reports (weekly during projects, monthly for general support) covering **ticket trends, recurring issues, system health, and recommendations** for improvements.
- **Cross-Department Coordination:** Consultants coordinate directly with **Town Hall, Public Works, Utilities, and Public Safety** staff to ensure IT issues are resolved without operational disruption.
- **Escalation Protocols:** Dash maintains clear escalation procedures, allowing Town leadership to reach senior consultants or Dash management quickly in case of urgent or high-impact issues.
- **Transparency and Accountability:** All communications — whether related to user support, system changes, or project milestones — are **documented and shared** with the Town to ensure accountability and alignment.

Commitment to Continuous Improvement

- **User Satisfaction Monitoring:** Dash conducts **periodic user satisfaction surveys** to ensure Town employees are receiving the level of IT support expected, and feedback is used to enhance consultant performance.
- **Proactive Communication:** Beyond reactive support, consultants proactively inform staff of planned outages, updates, or security changes, ensuring **minimal disruption and maximum awareness**.

- **Knowledge Sharing Across Teams:** Lessons learned from other municipal engagements are shared with Paonia's consultants to continuously improve efficiency, communication, and user training practices.

Relevant Municipal and Public Safety Experience

Dash Technologies Inc. has extensive experience supporting **municipal governments, and public safety agencies** across the United States through targeted staff augmentation **since 2010**. We have successfully staffed IT professionals for **city and county governments, water and wastewater treatment facilities, and police departments**, ensuring compliance with complex regulatory frameworks and mission-critical operations.

Our consultants will have direct experience supporting **Caselle ERP systems for finance and administration, SCADA environments for utilities, GIS/ArcGIS for infrastructure planning, and CJIS-compliant IT systems for police departments**. We have also placed staff familiar with **Motorola Spillman CAD/Flex systems, surveillance and election security platforms, and public Wi-Fi networks**, giving us a deep understanding of the technology landscape that municipalities like Paonia operate in. This proven track record demonstrates Dash's ability to provide **qualified, compliance-ready, and specialized IT staff** who can seamlessly integrate into municipal and public safety operations.

Demonstrated Success with Microsoft and Managed Services Implementations

- **Microsoft 365 (M365):** Successfully staffed administrators and engineers to manage **M365 licensing, tenant administration, and Office 365 standardization** for municipal clients.
- **Hybrid Environment Support:** Provided consultants skilled in **Azure Active Directory, Intune, and Conditional Access policies** to support hybrid identity and endpoint management.
- **Microsoft Defender & MFA:** Delivered security specialists experienced in configuring **Microsoft Defender, multi-factor authentication (MFA), and advanced endpoint monitoring** to strengthen cybersecurity compliance.
- **SharePoint & OneDrive:** Placed IT professionals with expertise in **SharePoint migrations, backup, permissions cleanup, and OneDrive administration** to improve collaboration and data security.
- **Workflow Automation:** Augmented municipal IT teams with consultants proficient in **Power Automate and Power Apps**, helping streamline workflows and automate repetitive processes.
- **Managed Services Staffing:** Provided staff to support **routine patching, updates, system monitoring, and proactive maintenance** in line with managed services best practices.
- **Licensing & Cost Optimization:** Supplied Microsoft licensing analysts to **track usage, optimize renewals, and ensure compliance** with enterprise licensing agreements.

Experience Supporting Municipalities, Utilities, and Public Safety Agencies

Dash Technologies Inc. has been a trusted partner in **staff augmentation and workforce solutions since 2010**, with a strong presence in municipal, utility, and public safety IT staffing. Over the past 14+ years, we have developed a deep understanding of the unique operational, compliance, and service delivery challenges faced by local governments and their agencies.

We currently support **clients across 18+ U.S. states**, including Ohio, Pennsylvania, New Jersey, Georgia, Alabama, Oklahoma, and Tennessee, with over **350+ successful placements to date** and **75+ active consultants deployed nationwide**. Many of these placements are embedded directly within **city governments, county offices, utility providers, and public safety agencies**, where they deliver Tier I–III IT support, ERP administration, SCADA oversight, GIS management, and CJIS-compliant law enforcement IT support.

Municipal Experience

- Supported multiple **city and county governments** with staffing for **ERP platforms (Caselle, Tyler, and others), IT infrastructure management, and end-user support.**
- Provided **desktop support technicians, help desk analysts, and system administrators** to ensure reliable IT services for Town Halls, finance offices, and public-facing municipal operations.
- Staffed **website compliance and accessibility specialists** to support ADA and state-level mandates (including **Colorado HB 21-1110**) for digital accessibility.

Utility Experience

- Staffed **SCADA IT specialists** for water and wastewater treatment facilities, ensuring uptime, monitoring, and secure connectivity for mission-critical systems.
- Deployed consultants to **public works departments** supporting IoT-enabled infrastructure, bulk water fill stations, and surveillance systems.
- Provided IT professionals experienced in **GIS/ArcGIS platforms** for infrastructure mapping, zoning, and land management.

Public Safety Experience

- Successfully placed **CJIS-certified IT professionals** to support police departments and public safety agencies.
- Staffed consultants experienced with **Motorola Spillman CAD/Flex systems**, mobile data terminals, and secure dispatch/reporting platforms.
- Supported municipal clients with **surveillance camera integrations, election security systems, and compliance-driven IT operations.**

Dash's **longevity, breadth of experience, and nationwide reach** allow us to provide municipalities with not only general IT staffing but also **specialized talent** capable of supporting critical operations across government administration, utilities, and public safety. Our consultants are accustomed to working in **high-compliance, resource-constrained environments**, making them well-suited to meet the Town of Paonia's diverse IT needs.

Quality and Relevance of Client References

Dash Technologies Inc. understands that strong references are a reflection of **proven performance and client trust**. To support this proposal, we have included in the References Section a curated list of **high-quality municipal, utility, and public safety clients** who can directly attest to our capabilities.

The quality of these references is demonstrated by:

- **Direct Relevance:** Each reference represents engagements that mirror the Town of Paonia's IT landscape — including ERP (Caselle), SCADA utilities, GIS/ArcGIS, and CJIS-compliant police IT systems.
- **Proven Satisfaction:** These clients have endorsed Dash for our ability to provide **highly qualified professionals who integrated quickly, delivered measurable results, and met strict compliance requirements.**
- **Credibility of Clients:** The references come from **recognized municipalities and agencies** that operate under regulatory and operational pressures similar to Paonia's, ensuring their testimony carries weight.
- **Long-Term Relationships:** Several references highlight our **multi-year partnerships, repeat engagements, and renewals**, demonstrating sustained quality and trust over time.

By including these references, Dash provides the Town of Paonia with **verifiable evidence of our reliability, responsiveness, and consistent success** in staffing comparable municipal and public safety environments. These references are not generic; they are **directly aligned with the Town's needs**, making them both high in quality and relevance.

Management and Schedule

At Dash Technologies Inc., we take a **structured yet flexible approach** to managing staff augmentation engagements. For the Town of Paonia, this means establishing a **clear management framework** that defines points of contact, escalation paths, and reporting responsibilities, while also providing a **scalable staffing schedule** that adapts to workload peaks, project timelines, and departmental priorities. Our scheduling model is designed to ensure that IT support is **consistent, predictable, and aligned with the Town's operational calendar**, while our account management team ensures performance is monitored and adjusted as needs evolve.

Availability and Responsiveness to Meet Town Service Expectations

Dash Technologies Inc. has been in the staffing and staff augmentation business for **13+ years**, successfully supporting municipal governments, utilities, and public safety agencies across the United States. This experience gives us the **depth, scalability, and proven processes** necessary to fully meet the Town of Paonia's service expectations under RFQ 2025-05.

We are fully capable of **handling all positions outlined in this RFQ** — from Tier I help desk support to Tier III system administrators, as well as specialized roles in **SCADA, ERP (Caselle), GIS/ArcGIS, CJIS-compliant police IT, VoIP systems, and accessibility compliance**. Our nationwide reach, with active consultants in 18+ states, ensures that we can provide qualified professionals in a timely manner while maintaining service continuity.

Full Oversight of the Staffing Lifecycle

Dash manages the **entire staffing process end-to-end**, ensuring responsiveness and availability at every stage:

- **Candidate Sourcing & Submission:** We maintain a large, pre-vetted talent pool and deliver qualified resumes within **48–72 hours** of receiving a staffing request.
- **Interview Coordination & Selection:** Our recruiters handle scheduling and candidate preparation, ensuring seamless coordination between Paonia's hiring team and potential consultants.
- **Placement & Onboarding:** We manage background checks, CJIS clearance coordination, reference verification, and compliance documentation to ensure candidates are ready to start without delays.
- **Payroll & Benefits Administration:** Dash oversees all payroll, benefits, and HR responsibilities, ensuring that consultants are supported while allowing the Town to focus solely on performance oversight.
- **Compliance & Risk Management:** We manage all regulatory and contractual compliance, including labor laws, municipal requirements, and public safety standards.
- **Ongoing Consultant Support:** Our account managers maintain **regular check-ins** with both the Town and deployed consultants to ensure alignment, satisfaction, and responsiveness to emerging needs.

Availability and Responsiveness Standards

- **Dedicated Account Manager:** Assigned exclusively to the Town of Paonia, serving as a single point of contact for all staffing needs and escalations.
- **Recruiter Responsiveness:** Our recruiting team operates across U.S. time zones, ensuring **same-day responses** to requests and quick turnaround on staffing requirements.

- **Backfill Guarantee:** If a consultant becomes unavailable, Dash provides **immediate replacement candidates** to avoid service disruptions.
- **Proactive Communication:** Weekly updates, monthly performance reports, and quarterly reviews keep the Town fully informed and allow for proactive adjustments.

With our **13+ years of proven experience, nationwide reach, and comprehensive staffing management model**, Dash Technologies offers Paonia not just access to IT professionals, but a **responsive and reliable staffing partner** capable of delivering the right people, at the right time, without interruption.

Flexibility to Adapt to Potential Hardware, Software, or Process Changes

Yes — Dash Technologies Inc. is fully committed to working in a manner that aligns with the **Town of Paonia’s existing systems, tools, and processes**. With over **13 years of experience in staff augmentation**, we have successfully supported municipalities and public agencies through transitions involving **hardware upgrades, new software deployments, ERP migrations, cybersecurity enhancements, and process modernization initiatives**.

Our approach is simple: **we adapt to you**. Whether the Town is implementing a new server environment, upgrading SCADA systems, transitioning ERP platforms, or adopting new security protocols, Dash-provided consultants are trained to **quickly adjust to evolving requirements** and work under the Town’s governance framework.

Key commitments include:

- **Flexible Staffing Models:** Ability to scale staff levels up or down depending on project demands, seasonal needs, or technology rollouts.
- **Adaptable Skillsets:** Consultants will be selected not only for their technical expertise but also for their ability to **learn new systems quickly** and integrate into changing environments.
- **Process Alignment:** Dash ensures that all staff follow the **Town’s established procedures and policies**, while also bringing best practices from other municipal engagements when requested.
- **Support During Change:** Our account managers and recruiters remain actively engaged during major technology or process transitions, ensuring that staffing aligns with evolving needs in real time.

This flexibility has been a defining factor in our long-term municipal partnerships, and it ensures that Dash will remain a **reliable staffing partner** for the Town of Paonia as your technology environment continues to grow and change.

Proposal Format and Completeness

Dash Technologies Inc. has prepared this proposal with a focus on **clarity, organization, and professionalism**, ensuring that it fully aligns with the **submission guidelines outlined in RFQ 2025-05**. We have structured our response to directly address each evaluation criterion, presenting information in a clear and logical format that makes it easy for the Town of Paonia to review and assess.

We have ensured:

- **Full Compliance:** All required elements of the RFQ have been addressed, and formatting guidelines have been followed without exception.
- **Thoroughness & Accuracy:** Each section has been developed to provide accurate, detailed information that speaks directly to Paonia’s IT support and staffing needs.
- **Attention to Detail:** Care has been taken to ensure the proposal is error-free, properly formatted, and consistent throughout.
- **Quality Control:** The submission was reviewed by both our business development and compliance teams to guarantee that it reflects Dash’s commitment to precision and professionalism.

4. – Relevant Experience and References

Reference #1

Agency/Department	State of Ohio
Project Title	IT Staff Augmentation Services
Contract Period	5+ Years and Still Going Strong
Key Contact	Gary Koppenhaver - Account manager
Email Id	GKoppenhaver@ostglobal.com
Phone	717-639-9749
Scope Description	
For over five years, Dash Technologies has been a tier-one staffing vendor for the State of Ohio, delivering IT staff augmentation, contract staffing for high-priority initiatives, and strategic permanent placements across critical sectors including technology, engineering, healthcare, and public administration. Strategic Talent Acquisition & Workforce Optimization: We have played a pivotal role in strengthening Ohio's workforce by sourcing highly skilled professionals in: • Software Development, Data Science, Cybersecurity, and Project Management • Engineering and Healthcare roles supporting key state initiatives To optimize recruitment efficiency, we have implemented: • Predictive analytics for proactive workforce planning to anticipate future hiring needs • AI-driven talent sourcing to swiftly identify top candidates • Customized hiring plans developed in collaboration with state representatives to address skill gaps and accelerate recruitment cycles Proven Results & Lasting Impact: Our innovative recruitment strategies have resulted in: • A 35% reduction in average time-to-fill for technical positions • Enhanced workforce diversity through targeted outreach to underrepresented communities • Improved operational efficiency across state departments through streamlined hiring processes Commitment to Ohio's Workforce: As a trusted tier-one staffing partner, Dash Technologies continues to deliver scalable, data-driven workforce solutions that align with Ohio's evolving hiring needs and support the state's long-term strategic initiatives.	

Reference #2

Agency/Department	State of Georgia
Project Title	IT Staffing and Recruiting Services
Contract Period	4+ years and counting Strong
Key Contact	Tim Brodrick, Program Management Lead
Email Id	timothy.brodrick@cai.io
Phone	(678) 427-3660
Scope Description	

For over six years, Dash Technologies has been a trusted provider of temporary staffing, IT staff augmentation, and executive placements for Georgia’s state agencies, delivering top-tier talent across IT, public safety, healthcare, and transportation sectors.

Strategic Workforce Solutions

Our flexible and scalable staffing model is tailored to meet Georgia’s evolving workforce demands while ensuring full compliance with state regulations. By leveraging data analytics and predictive hiring trends, we have:

- Increased hiring efficiency by 30% for specialized roles.
- Enhanced workforce stability and retention.
- Supported IT modernization efforts, including cloud migrations and cybersecurity enhancements.

Key Impact Areas

Dash Technologies has successfully staffed critical state initiatives such as:

- Healthcare & Public Health Programs — providing highly skilled professionals to support statewide health initiatives and digital health transformations.
- Technology Infrastructure Upgrades — supplying IT specialists for system modernization, cybersecurity, and comprehensive digital transformation projects.
- Transportation & Public Infrastructure — placing experts in smart mobility, infrastructure upgrades, and GIS-based planning systems.

Proven Success

Our proven track record in delivering high-performing talent has strengthened Georgia’s state agencies, optimized operational efficiencies, and enhanced public service delivery. Strong client references affirm our commitment to excellence, reliability, and sustained workforce development across the state.

Reference #3

Agency/Department	State of New Jersey
Project Title	Recruitment Services – IT/Non-IT
Contract Period	6 years of Success and Growing
Key Contact	Sue Flaxman, Workforce Program Strategist
Email Id	susan_flaxman@compaid.com
Phone	717-303-6522
Scope Description	
For six years, Dash Technologies has been a trusted tier-one staffing partner for the State of New Jersey, delivering both high-volume temporary staffing and executive-level permanent placements across key sectors including healthcare, technology, and engineering. Tailored Recruitment Strategies: Our data-driven hiring solutions have empowered the state to overcome workforce challenges by: • Optimizing talent pipelines and reducing vacancy durations by up to 40%. • Providing specialized professionals for high-demand technical roles. • Enhancing IT and Non-IT staff augmentation efforts to support New Jersey’s digital transformation initiatives. Key Contributions: Dash Technologies has played a pivotal role in: • Large-scale IT implementations by supplying skilled talent for software rollouts and technology integrations.	

- Proactive workforce planning to anticipate staffing needs and ensure continuity of critical public services.
- Strategic talent acquisition, delivering executive and specialized hires to strengthen essential state departments.

Proven Impact:

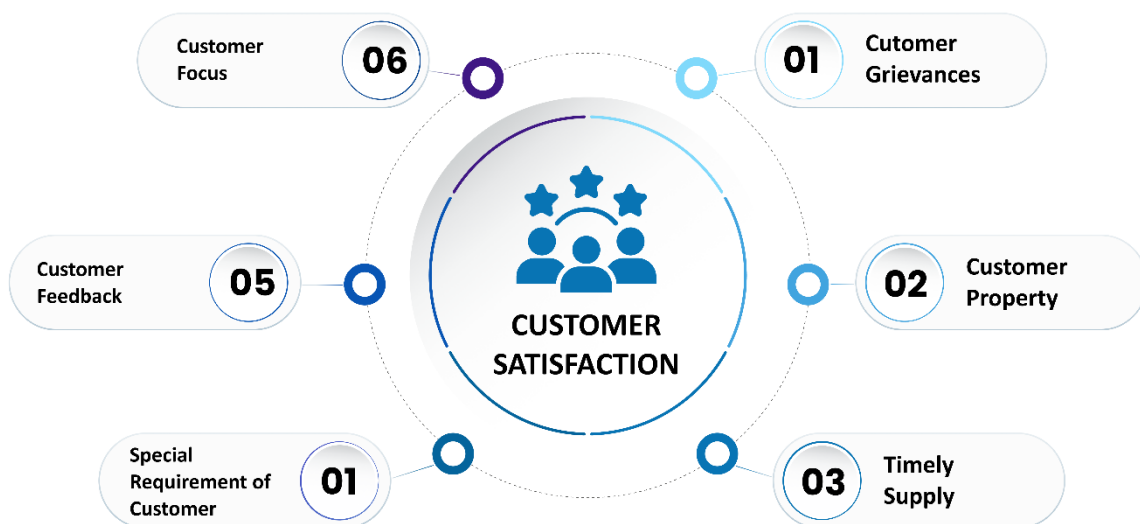
By leveraging industry expertise, predictive hiring techniques, and comprehensive workforce planning, Dash Technologies has helped New Jersey streamline recruitment processes, improve operational efficiency, and sustain long-term growth. Our customized staffing solutions continue to support the state’s mission-critical projects and evolving workforce demands.

Reference #4

Agency/Department	State of Michigan
Project Title	IT Staff Augmentation Services
Contract Period	4 years and counting.
Key Contact	Stephanie Collins, Program Delivery Consultant
Email Id	stephaniec@knowledgeservices.com
Phone	317-806-0013
Scope Description	
For over four years, Dash Technologies has partnered with the State of Michigan as a tier-one staffing vendor, delivering IT and Non-IT staff augmentation, administrative staffing, and permanent placements to support the state’s evolving workforce needs.	
Targeted Staffing Solutions Our data-driven hiring strategies have empowered Michigan to efficiently fill critical IT and administrative roles, ensuring scalability and workforce continuity. Key initiatives include: • Sourcing hard-to-fill technical positions such as software engineers, system administrators, and IT project managers. • Leveraging labor market intelligence to offer competitive compensation, attracting top talent in a competitive landscape. • Enhancing workforce diversity through community outreach, targeted recruitment, and diversity training for hiring teams.	
Key Impact Areas Dash Technologies has played a pivotal role in staffing major state initiatives, including: • IT Modernization Projects — deploying skilled professionals for cloud migration, cybersecurity, and infrastructure upgrades. • Seasonal Workforce Management — providing temporary staff to meet fluctuating administrative demands. • Long-Term Talent Acquisition — placing high-caliber professionals in permanent leadership and technical roles.	
Proven Success Our customized recruitment approach has helped Michigan streamline hiring processes, increase employee retention, and build a diverse, future-ready workforce. With strong client satisfaction and measurable results, Dash Technologies remains a trusted staffing partner committed to delivering high-performing talent for the State of Michigan.	

Reference #5

Agency/Department	State of Alabama
Project Title	IT Staff Augmentation Services
Contract Period	Over 6+ years of Partnership.
Key Contact	Joe Sagadraca - MSP Program Specialist
Email Id	jsagadraca@Acrocorp.com
Phone	(734) 469-3625
Scope Description	
For over six years, Dash Technologies has been a trusted partner to Alabama's state agencies, providing temporary staffing, IT staff augmentation, and executive placements that ensure top-tier talent across IT, public safety, healthcare, and environmental services. Strategic Workforce Solutions Our flexible and scalable staffing model is designed to adapt to Alabama's evolving workforce needs while maintaining full compliance with state regulations. By leveraging data analytics and predictive hiring trends, we have: - Increased hiring efficiency by 30% for specialized roles. - Enhanced workforce stability and retention. - Supported IT modernization efforts, including cloud migrations and cybersecurity enhancements. Key Impact Areas: Dash Technologies has successfully staffed critical state initiatives such as: - Environmental Monitoring Programs — recruiting skilled professionals for data-driven assessments. - Technology Infrastructure Upgrades — providing IT specialists for system modernization and digital transformation projects. - Public Safety & Emergency Response — deploying trained personnel for disaster recovery and preparedness.	



5. – Cost Proposal

Technologies Inc. is committed to providing the Town of Paonia with **transparent, competitive, and all-inclusive pricing** for staff augmentation services. Our cost structure covers the **full staffing lifecycle** — including recruitment, vetting, background checks, compliance verification (such as CJIS where required), onboarding, payroll management, and ongoing consultant support. This ensures there are **no hidden or unexpected costs** for the Town.

1. Temporary Placements

For temporary placements, Dash charges an **administrative fee** and a **mark-up percentage** on the consultant's pay rate. These fees are **all-inclusive, covering every compliance and onboarding cost**.

Description	Fee
Administrative Fee	2%
Mark-Up on Pay Rate	30%

Included in these fees:

- Candidate sourcing, background checks, and security clearance coordination.
- Payroll processing, tax compliance, and benefits administration.
- HR support, onboarding, and consultant orientation.
- Ongoing consultant support, account management, and backfill guarantee.

2. Permanent Placements

For permanent (direct hire) placements, Dash charges a **one-time recruitment services fee** based on the candidate's annual salary (CTC – Cost to Company). These fees are **inclusive of all recruitment, compliance, and onboarding costs**.

Salary Range (Annual CTC)	One-Time Recruitment Fee
\$100,000 or less	16% of annual CTC
\$150,000 or less	14% of annual CTC
\$200,000 or less	12% of annual CTC
\$250,000 and above	11% of annual CTC

Included in these fees:

- Full-cycle recruitment (sourcing, screening, interviews, and selection).
- Background verification, reference checks, and compliance processing.
- Coordination of candidate onboarding with the Town.
- Replacement guarantee if a candidate exits within the agreed probationary period.

3. Contract-to-Hire Conversions

For temporary consultants who convert to permanent employees, Dash applies a **reduced one-time conversion fee**. These fees also cover all compliance and onboarding requirements for the transition.

Assignment Duration	Conversion Fee
Less than 6 months	12% of annual CTC
6 months or longer	8.33% of annual CTC

Included in these fees:

- Seamless transition from temporary to permanent role.
- Updated compliance verification and onboarding documentation.
- Reduced fee structure to reflect the Town's prior investment in the temporary assignment.

Value Commitment

Dash's all-inclusive pricing ensures the Town of Paonia receives:

- **Complete coverage** — recruitment, onboarding, payroll, HR administration, compliance checks, and consultant support.
- **No hidden costs** — all compliance-related and administrative expenses are built into the fees.
- **Flexibility** — scalable staffing across temporary, permanent, and contract-to-hire needs.
- **Proven reliability** — supported by over **13 years of municipal, utility, and public safety staffing experience** across 18+ state clients.

We are confident this cost proposal provides both **clarity and value**, ensuring the Town of Paonia has access to **qualified, compliance-ready professionals** without the burden of additional costs.

6. – Responsiveness to Project Schedule

Dash Technologies Inc. has the **scale, resources, and processes** in place to fully support the Town of Paonia's project schedule with no delays. With a team of **300+ professionals** spanning recruitment, compliance, HR, and account management, we manage the **entire staffing lifecycle internally** — eliminating dependency on third parties and ensuring complete control over timelines.

Capacity and Availability

- **300+ internal team members** dedicated to recruitment, compliance, HR, and client support.
- Ability to manage the full staffing process: **sourcing, vetting, background checks, onboarding, payroll, and consultant oversight.**
- **Pre-vetted candidate pool** for rapid response to urgent requirements.

Speed of Delivery

- Qualified candidates submitted within **24–48 hours** of receiving a request.
- Recruiters work across U.S. time zones to ensure **same-day responsiveness.**
- Backfill system in place to provide **immediate replacements** if turnover occurs.

Proactive Oversight

- **Dedicated account managers** ensure smooth scheduling, onboarding, and performance monitoring.
- **Compliance staff** manage background checks, CJIS clearance, and regulatory adherence in real time.
- **Weekly updates and ongoing reporting** keep the Town fully informed and aligned with deadlines.

Results for the Town of Paonia

By overseeing every stage of the staffing process internally, Dash:

- **Eliminates delays** and ensures candidates are deployment-ready.
- **Reduces risk** through strict compliance and quality control.
- **Maintains full control** over staffing timelines and project delivery.

The Town of Paonia will receive **responsive, dependable, and schedule-driven staffing support** throughout the contract period.

7. – Statement of Acceptance – Dash Technologies Inc.

To:

Town of Paonia
Attn: Town Manager
Paonia, Colorado

Subject: Statement of Acceptance – RFQ 2025-05 Professional Managed IT Services

Dear Selection Committee,

On behalf of **Dash Technologies Inc.**, I am pleased to formally submit this **Statement of Acceptance** in response to the Town of Paonia's **Request for Qualifications (RFQ 2025-05 – Professional Managed IT Services)**.

We have conducted a **comprehensive review of the RFQ**, including the instructions, scope of services, compliance requirements, evaluation criteria, governance framework, and all terms and conditions. After careful consideration, Dash Technologies Inc. hereby confirms our full and unconditional acceptance of RFQ 2025-05.

Specifically, Dash affirms the following:

1. Acceptance of Terms and Conditions

We fully accept and agree to comply with all terms, conditions, and requirements outlined in RFQ 2025-05, including but not limited to the **scope of services, service-level expectations, governance and reporting requirements, compliance standards, and contract obligations**. Dash is prepared to deliver services in full alignment with these provisions.

2. Understanding of Scope

Dash recognizes that the Town requires a qualified staffing partner capable of delivering IT support across **Tier I–III levels, ERP platforms (Caselle), SCADA systems, GIS/ArcGIS, CJIS-compliant police IT systems, VoIP communications, and ADA/Colorado HB 21-1110 accessibility compliance**. We are fully prepared to provide qualified professionals across each of these functions through our **proven staff augmentation model, backed by a robust pool of pre-vetted IT talent**.

3. Commitment to Compliance

Dash has significant experience supporting **municipal governments, utility providers, and public safety agencies** across the United States. Our compliance capabilities include:

- **CJIS Level 4 clearance** for public safety IT professionals.
- **HIPAA compliance** for environments where healthcare data security applies.
- **SCADA and utility compliance** for water and wastewater treatment facilities.
- **Accessibility compliance** under ADA, Section 508, and Colorado HB 21-1110.
- Full adherence to **federal, state, and local labor regulations**.

Our dedicated compliance team manages all background checks, reference verification, onboarding documentation, payroll compliance, and benefits administration, ensuring every consultant deployed is **compliance-ready on day one**.

4. Experience and Reliability

Since **2010**, Dash has been a **trusted partner** for government clients, with more than **13 years of staff augmentation experience** and active support to **18+ state clients** including Ohio, Pennsylvania, New Jersey, Georgia, Alabama, Oklahoma, and California. With **350+ successful placements** and over **75 consultants currently deployed**, we have repeatedly demonstrated our ability to support **municipal IT operations, utility departments, and public safety agencies** with reliability and consistency.

5. Pricing Commitment

Dash has submitted a **transparent, all-inclusive cost proposal** covering every element of the staffing lifecycle — including **recruitment, compliance verification, onboarding, payroll processing, benefits administration, consultant support, and backfill guarantees**. The Town can be assured that there will be **no hidden costs** during the contract.

6. Commitment to Partnership

Beyond meeting staffing requirements, Dash is committed to building a **long-term, collaborative partnership** with the Town of Paonia. Our objective is to provide IT professionals who **integrate seamlessly into municipal operations, enhance service delivery, and strengthen cybersecurity, reliability, and efficiency**. We approach every engagement as a partnership, with a focus on **responsiveness, transparency, and accountability**.

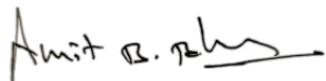
We greatly appreciate the opportunity to participate in this procurement process and respectfully submit our acceptance of RFQ 2025-05 in its entirety. Dash Technologies Inc. is confident that our **experience, resources, and commitment to excellence** uniquely position us to serve as a **trusted staffing partner** to the Town of Paonia.

Should you have any questions or require additional information, please do not hesitate to contact me directly at Jay.O@dashtechinc.com or at **(614) 453-5231**.

Respectfully,

Amit Bhavsar

President – Dash Technologies Inc.





**Minority Business Enterprise
Certification Letter**

July 3, 2024

AMITKUMAR BHAVSAR, PRESIDENT
Dash Technologies Inc.
565 Metro Pl S, Suite 400
Dublin, OH 43017

CERTIFICATION NUMBER: MBE - 202403-13601
Effective Dates: July 3, 2024 - July 3, 2026

Dear AMITKUMAR BHAVSAR, PRESIDENT:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Dash Technologies Inc. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that Dash Technologies Inc. has been categorized under the Information Technology Services category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 80101500 - Business and corporate management consultation services

As a certified MBE, Dash Technologies Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07.

Failure to notify Development of any material change is cause for revocation of Dash Technologies Inc.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Dash Technologies Inc. must submit a completed Re-certification Application for Development's review relative to Dash Technologies Inc.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

A handwritten signature in blue ink, appearing to read "Monica L. Womack". The signature is fluid and cursive, with the first name "Monica" being more prominent.

Monica L. Womack
Chief, Minority Business Development Division

THIS CERTIFIES THAT

Dash Technologies Inc.



* Nationally certified by the: **OHIO MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541511; 541512; 561320; 561311

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/30/2024

Issued Date

CN24360

Certificate Number

10/31/2025

Expiration Date

A handwritten signature in black ink, appearing to read "Ying McGuire", is positioned above the name and title of the NMSDC CEO and President.

Ying McGuire
NMSDC CEO and President

A handwritten signature in black ink, appearing to read "George R. Simms", is positioned above the name and title of the President & CEO.

George Simms, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



careers
businesses
neighborhoods

MBE Certificate

Dash Technologies Inc.

This certificate acknowledges that this company has met the criteria as established by the M/WBE Program at the NYC Department of Small Business Services and is therefore certified as a Minority-Owned Business Enterprise (MBE).

Certificate Number

MWCERT2021-638

Expires on

6/30/2026

A handwritten signature in black ink, reading "Bill de Blasio", positioned above a horizontal line.

Bill de Blasio, Mayor

A handwritten signature in black ink, reading "Jonnel Doris", positioned above a horizontal line.

Jonnel Doris, Commissioner



DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
01/30/2018	201802401486	DOMESTIC FOR PROFIT CORP - ARTICLES (ARF)	99.00	0.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

AMITKUMAR B BHAVSAR
2687 SAWBURY BLVD
COLUMBUS, OH 43235

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted
4129082

It is hereby certified that the Secretary of State of Ohio has custody of the business records for
DASH TECHNOLOGIES INC.

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC FOR PROFIT CORP - ARTICLES

Effective Date: 01/24/2018

Document No(s):

201802401486



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio this
30th day of January, A.D. 2018.

Ohio Secretary of State



This Certificate of Registration acknowledges

Dash Technologies Inc.

565 S Metro Place, Suite 400
Dublin, Ohio 43017
United States

is registered in recognition of the Information Security Management System Standard

ISO/IEC 27001:2013

Scope of Registration:

Information Security Management System (ISMS), as applied to the design, development, testing, maintenance of cyber capable products and protecting the confidentiality, integrity, and availability of information, other assets associated, controlled by Mitsubishi Electric Power Products, Inc. (MEPPI), in accordance with the Statement of Applicability (SoA) security controls

Statement of Applicability Version: Rev 1 dated 9/23/2023




Randy Daugharthy
Director of PRI Registrar

Number: 16968
Issued: 01-Dec-2022
Re-issued: 20-Nov-2023
Expires: 30-Nov-2025

161 Thorn Hill Road • Warrendale, Pennsylvania 15086-7527, USA



This Certificate of Registration acknowledges

Dash Technologies Inc

565 S Metro Place, Suite 400
Dublin, Ohio 43017
United States

is registered in recognition of a quality management system demonstrated in conformance with

ISO 9001:2015

Scope of Registration:

The Management of the IT Services Including Software, Digital Marketing,
Cloud Solutions, Data Analytics, Artificial Intelligence, Machine Learning,
Data Science and Mobility Solutions for Healthcare, Manufacturing and Retail Markets.



Randy Daugharthy
Director of PRI Registrar

Number: 19457
Issued: 24-Apr-2024
Expires: 23-Apr-2027

Dash Technologies Inc. is committed to delivering innovative IT staffing solutions that drive success for organizations across industries.

MBE Certified | IT Staff Augmentation | Workforce Solutions

Company Overview:

Dash Technologies Inc. is a leading IT staffing and workforce solutions provider, delivering top-tier talent to government agencies, Fortune 500 companies, and public sector organizations across the United States. With over 13+ years of experience, Dash has a proven track record of providing highly skilled IT professionals for both temporary and permanent roles. We specialize in contract staffing, direct hire, and staff augmentation to help organizations meet their evolving technology needs.



[View More](#)

- ✦ **Incorporated:** September 1, 2010 (Pennsylvania), January 24, 2018 (Ohio)
- ✦ **Business Type:** C-Corporation
- ✦ **Certifications:** MBE (NMSDC, Ohio, NYC), ISO-9001, ISO-27001
- ✦ **NAICS Codes:** 561311 , 561330 , 561320 , 561312 , 541612
- ✦ **State & Local Clients:** 18+ states including Ohio, Georgia, Pennsylvania, Alabama, Indiana, Tennessee, New Jersey, Iowa, Virginia, Florida, Arkansas, Idaho, Washington D.C., Michigan, Connecticut, Oregon, Colorado, and Hawaii

Key Differentiators

- **Proven Experience** – 13+ years of IT staffing expertise, working with 18+ state clients and Fortune 500 companies
- **Robust Talent Pipeline** – Access to thousands of pre-vetted IT professionals, reducing hiring time.
- **Rapid Deployment** – 24-48 hour candidate turnaround for critical IT positions.
- **Advanced Technology** – AI-driven candidate matching and applicant tracking for efficient hiring.
- **Compliance & Security** – Adherence to ISO-9001 & ISO-27001 standards, ensuring data protection and quality processes.
- **Diversity & Inclusion** – MBE Certified supplier, fostering workforce diversity and supplier inclusion initiatives.
- **Nationwide Reach** – Ability to provide staffing solutions across all 50 states

Core Competencies:

Dash Technologies Inc. delivers customized **IT staffing solutions**, ensuring organizations have access to **qualified and vetted IT professionals**. Our core capabilities include:

1. IT Staff Augmentation

We provide **on-demand IT professionals** for **short-term and long-term projects**, ensuring flexibility, scalability, and cost-effectiveness.

- ✦ Contract, Contract-to-Hire, and Direct Hire Staffing
- ✦ Full-Time, Part-Time, and Remote Staffing
- ✦ Project-Based IT Support

2. IT Talent Acquisition & Recruitment

Dash Technologies follows a **rigorous sourcing, screening, and hiring process** to match organizations with the best IT talent.

- ✦ AI-Powered Candidate Matching & Screening
- ✦ Comprehensive Technical & Behavioral Assessments
- ✦ End-to-End Recruiting & Onboarding Support

3. Specialized IT Roles We Support

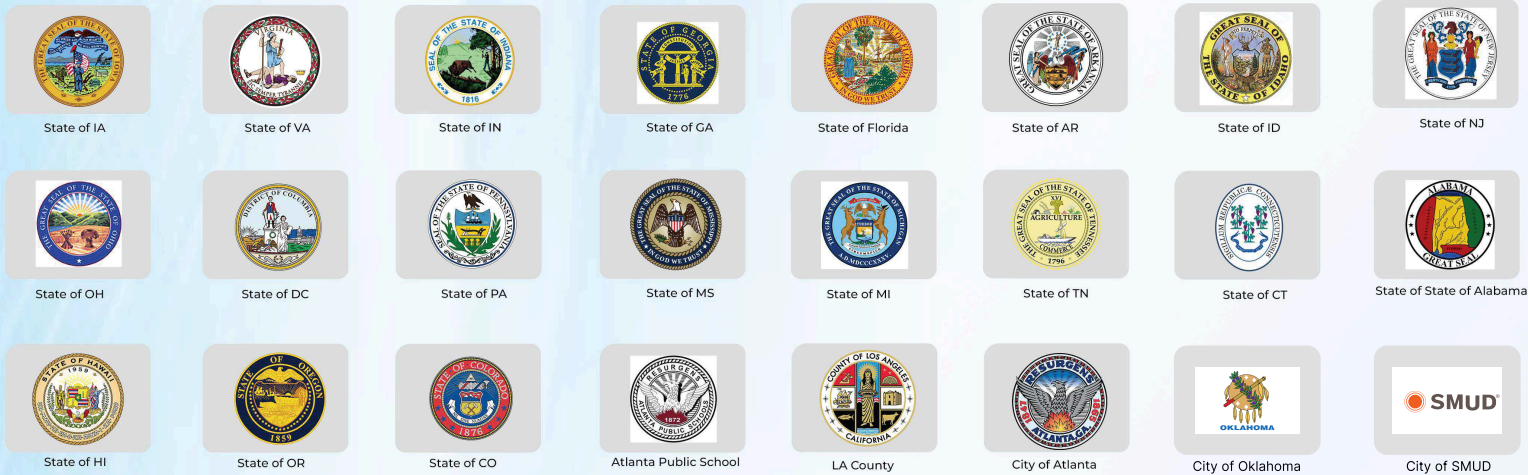
- ✦ Software Development & Engineering (Java, .NET, Python, React, Node.js, etc.)
- ✦ Cloud Computing (AWS, Azure, Google Cloud, DevOps)
- ✦ Cybersecurity & Risk Management
- ✦ Data Science, Analytics & AI/ML
- ✦ ERP, CRM & Enterprise Solutions (SAP, Oracle, Salesforce, Workday, ServiceNow)
- ✦ Network Engineering & IT Support (Help Desk, Desktop Support, Infrastructure, Networking)
- ✦ Business Intelligence, Database Management & Big Data
- ✦ Project Management, Business Analysis & IT Consulting

4. Past Performance & Client Success

Dash Technologies has successfully placed **368+ IT professionals nationwide**, supporting **state governments, school districts, public libraries**, and **major enterprises**. Our staffing solutions have contributed to:

- ✦ IT modernization projects for state governments
- ✦ Large-scale cloud migration and cybersecurity implementations

GOVERNMENT CLIENTS



Select Clients Include:

- ✦ State of Oklahoma (OMES), Ohio, Georgia, Pennsylvania, Alabama, Indiana, Tennessee, New Jersey, Iowa
- ✦ Los Angeles County, City of Atlanta, Atlanta Public Schools
- ✦ Economic Development Authorities, Departments of Transportation, Public Health, and Workforce Development

Device Engineering Services

- ✦ Embedded Systems & Software Development
- ✦ Multimedia Management & Solutions
- ✦ Device Connectivity & IoT
- ✦ Product Sustenance Engineering

QA & Regulatory Compliance Services

- ✦ Device & Application Testing
- ✦ QA Automation

Software Engineering Services

- ✦ UI/UX & Solution Consulting
- ✦ Enterprise & Mobility Solutions
- ✦ Custom Web & Mobile App Development
- ✦ Data Analytics & BI Visualization
- ✦ Cloud & DevOps
- ✦ MedTech Software Expertise

AI/ML & Data Analytics Services

- ✦ Computer Vision Solutions & AI Image Processing
- ✦ Predictive Analytics, Business Intelligence & Data Visualization
- ✦ Custom AI/ML Solutions
- ✦ Enterprise Data Management
- ✦ AI/ML Testing
- ✦ Certification, Compliance & Consulting

Contact Us

Jay Oza



Jay.O@dashtechinc.com



614-453-5231



RFQ 2025-05

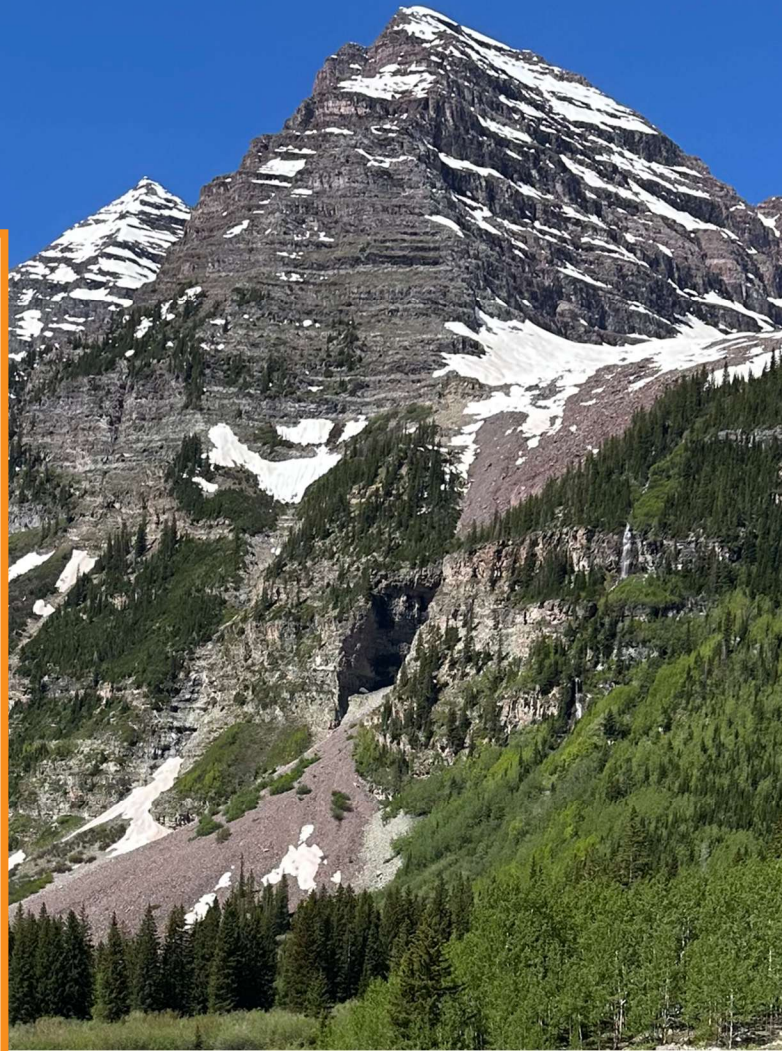
Professional Managed IT Services

Prepared By:

Clinton Marsh
Account Executive
Istonish Inc.

4800 Dahlia St. Suite 20
Denver, CO 80216

Direct: 616-745-5115
Email: cmarsh@istonish.com



ISTONISH

Your Success. Our Expertise.
Technology Empowered.



Istonish is a proud Colorado company.



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1. INTRODUCTORY LETTER

September 30, 2025

Stefen Wynn,

Town Administrator & Treasurer

Town of Paonia

Email: StefenW@TownofPaonia.com

RE: RFQ 2025-05 Professional Managed IT Services

Dear Mr. Wynn,

Istonish is pleased to submit our proposal for the Town of Paonia's comprehensive managed IT services engagement. With over 34 years of experience serving organizations throughout Colorado and beyond, we have developed particular expertise supporting rural municipalities and public sector entities facing unique technology challenges. Our extensive portfolio includes managing IT services for the Colorado Department of Human Services across 87 statewide offices, supporting History Colorado's community museums in remote locations throughout the state, and providing comprehensive managed services to rural districts like Upper Thompson Sanitation District in Estes Park.

Deep Public Sector and Rural Community Expertise

Istonish understands the distinctive challenges facing smaller municipalities like Paonia. Unlike urban centers with abundant local IT resources, rural communities require a managed service provider that can deliver enterprise-level capabilities while understanding the operational realities of limited budgets, multi-facility coordination, and the critical need for reliable support across distributed locations. Our decade-long partnership with the Colorado Department of Human Services demonstrates our ability to support complex, multi-site government operations, while our work with History Colorado's community museums showcases our expertise in managing IT infrastructure for specialized facilities in remote Colorado locations.

Our experience supporting Upper Thompson Sanitation District in Estes Park is particularly relevant to Paonia's needs. Like your community, UTSD operates critical infrastructure systems, serves a rural population, and requires comprehensive IT support that includes both day-to-day operations and strategic technology planning. Through this engagement, we have proven our ability to deliver enterprise-grade IT services tailored to the scale and budget considerations of smaller public entities.

Understanding Your Complex Municipal Environment

We recognize that the Town of Paonia operates a sophisticated, multi-facility technology environment spanning Town Hall, Public Works, Water and Wastewater Treatment Plants, and the Police Department. Your infrastructure includes critical SCADA systems, specialized municipal software platforms like Spillman and Caselle, and requires strict compliance with CJIS Level 4 security standards. This diverse environment demands a managed service provider with both technical depth and proven municipal sector expertise - exactly the combination Istonsish has developed through decades of public sector service.



Our Comprehensive Alignment with Your Needs

Istonish's service portfolio directly addresses every requirement outlined in your RFQ:

- Tier I-III Support Structure: Our 24x7x365 Service Desk provides documented procedures and experience-based escalation
- Microsoft 365 Management: Complete M365 administration including the licensing audit you've identified as necessary
- CJIS Level 4 Compliance: All of our Service Desk employees are CJIS certified for Security and Privacy: Privileged Role, and we regularly monitor user expirations to ensure our employees maintain active certification
- Server Migration: Comprehensive planning and execution for your 2016 server replacement
- Infrastructure Security: 24x7 monitoring, vulnerability management, and backup solutions
- Municipal Software Support: Experience with Spillman, Caselle, SCADA, and specialized government systems

Local Presence with Enterprise Capabilities

Headquartered in Colorado, and as a pre-vetted vendor for SIPA (Statewide Internet Portal Authority), we combine local accessibility with enterprise-grade service delivery. Our field services team throughout Colorado ensures rapid on-site response when needed, including the quarterly proactive visits and emergency support your environment requires.

Partnership Commitment

The Town seeks more than a vendor—you need a strategic partner. Our approach emphasizes collaboration, transparency, and continuous improvement. We'll develop comprehensive disaster recovery plans, implement robust ticketing systems, and provide regular reporting while ensuring seamless integration with your current operations.

We acknowledge receipt of Addendum #1 to RFQ 2025-05 and are prepared to begin services on November 1, 2025.

Respectfully submitted,

Clinton Marsh

Istonish

616.745.5115

cmarsh@istonish.com

Acknowledgment of Addenda: We acknowledge receipt of Addendum #1 & #2 to RFQ 2025-05.



2. TEAM QUALIFICATIONS & EXPERIENCE

Provide firm history, experience, and qualifications, including key personnel and their responsibilities.

Founded in 1991 and headquartered in Colorado, Istonish has provided exceptional managed IT services for over 34 years. We have grown from IT staff augmentation to a comprehensive technology solutions provider serving both public and private sectors. As mentioned above, we are a pre-vetted vendor for SIPA and have been for over 10 years, and we have field service techs and engineers spread throughout Colorado empowering our statewide reach to the rural municipalities we support. Our services span managed IT, cloud enablement, endpoint management, cybersecurity, service desk, and virtual CIO/CISO advisory. We are proud to serve a diverse client base that includes public sector agencies, healthcare providers, nonprofits, and professional services firms.

At our core, Istonish believes technology should enable people, and this is captured in our mission.

Mission & Approach: Istonish operates with a client-focused philosophy, where we are an extension of your team, providing proactive IT service management through skilled personnel, ITIL-based service delivery, and advanced technology tools. We work to understand your goals and to make them ours. Our approach emphasizes seamless integration with client operations, ensuring minimal disruption while maximizing operational efficiency and security posture. We combine enterprise-grade technology services with a strong focus on customer care, rooted in values like excellence, collaboration, and respect.

Our approach centers on creating seamless, secure, and resilient IT environments that support productivity and growth, especially for organizations navigating change or scaling operations. We bring a strong track record of working with small-to-midsize businesses, including fully remote consulting firms, where asynchronous collaboration and Microsoft 365 optimization are foundational to success.

Key Statistics:

- 70+ employees across the United States (majority in Colorado)
- 25+ public sector clients in Colorado and nationwide
- SOC 2 Type II certified with annual security audits
- PMI-certified project management methodology

Roles and Responsibilities of Key Personnel

Executive Leadership

Annette Quintana - CEO & Co-Owner

Executive sponsor and escalation contact

- Over 30 years technology industry experience
- Strategic oversight and client relationship management

Clinton Marsh – Account Executive



Client Partner

- Account Manager and Primary Point of Contact
- 10+ years IT management experience
- Municipal government sector expertise
- Project oversight and client relationship management

Technical Leadership

Robert Darrow - VP of Technology

Technical Strategy and Implementation Oversight

- 20+ years managed services experience
- Infrastructure design and security architecture
- Technology roadmap development

Rhonda Lykins - Service Delivery Manager

Day-to-Day Service Management

- 7+ years public sector IT project management
- ITIL-certified service delivery
- Client governance and reporting

Deron White - Senior Systems Engineer

Technical Implementation and Support

- Extensive server and data management experience
- Public sector infrastructure specialization
- CJIS compliance and security protocols

Andy Russell

Lead Field Services Technician

- Tier 1 & Tier 2 expertise
- Hardware Configuration and Implementation Experience
- Troubleshooting Professional
- Empathetic Approach

Certifications and Expertise

Our team maintains current certifications including:

- **CJIS Access Vendor Program (committed to Level 4 certification)**



- **Microsoft Certifications:** Azure, Office 365, Windows Server, Azure Developer
- **Security & Networking:** CompTIA Security+, Network+, Cisco CCNA (Cisco Certified Network Associate, CCNP (Cisco Certified Network Professional Enterprise), Fortinet NSE 1,2,3, & 4 Network Security Professional, AWS Practitioner, Google Cybersecurity Project Management: PMI-certified professionals
- **Service Management:** ITIL4 Foundation and Practitioner
- **Networking:** Cisco CCNA & CCNP, Fortinet NSE 1,2,3, & 4 Network Security Professional, Dell expertise

Emphasize relevant experience, ability to comply with state and federal regulation, and expertise with Microsoft 365 managed services.

Microsoft 365 Managed Services Experience

Istonish provides comprehensive Microsoft 365 services including:

- Hybrid Active Directory and Azure AD management
- SharePoint migration and administration
- Exchange Online and Teams deployment
- Intune and Conditional Access policies
- Power Platform development and automation
- Multi-factor authentication implementation
- Compliance and security configuration

State and Federal Compliance Expertise

Istonish has supported organizations ranging from small rural municipalities to large state agencies and enterprise clients. This breadth of experience means we bring the rigorous operational standards, mature processes, and high-expectation service delivery developed through our work with complex environments to every engagement, ensuring consistent quality regardless of client size.

- CJIS Security Policy compliance for law enforcement
- Colorado HB 21-1110 website accessibility standards
- NIST Cybersecurity Framework
- SOC 2 Type II operational and security controls
- HIPAA and PCI DSS where applicable

Include one-page resumes for primary personnel responsible for services.



THOMAS (ANDY) RUSSELL

PROFESSIONAL SUMMARY

Experienced IT professional with over 15 years of expertise in technical support, field services, and infrastructure management. Proven track record of delivering exceptional customer service, mentoring technical teams, and managing complex IT projects. Skilled in troubleshooting hardware and software issues, managing Active Directory environments, and providing both on-site and remote technical support across enterprise environments.

PROFESSIONAL EXPERIENCE

Lead Field Service Technician

Istonish Inc.** | December 2013 – Present

- Coach, mentor, and train Desktop and Field Service Technicians to develop technical skills and enhance customer support capabilities
- Troubleshoot and resolve hardware issues including servers, workstations, printers, and network devices
- Image, install, and configure workstations for new deployments and equipment refresh projects
- Provide Tier 1 and Tier 2 technical support for customers both locally and remotely
- Manage Active Directory and Exchange environments, including account creation, modification, and termination
- Troubleshoot Windows operating systems and Microsoft Office suite applications
- Interface directly with Service Delivery Managers and customers to address technical issues and coordinate daily tasking
- Utilize Help Desk tools including Microsoft System Center and ServiceNow for ticket management and resolution

Help Desk Technician

SGM Inc. | April 2012 – February 2013

- Provided first-level technical support to end users via phone, email, and ticketing system
- Delivered on-site computer and network support for troubleshooting hardware and software issues

Customer Support Technician

CQG Inc. | December 1998 – December 2009

- Provided remote phone support to customers experiencing technical issues
- Diagnosed and resolved software and application-related problems

EDUCATION & CERTIFICATIONS

Novell Network Administrator Certificate

Shoreline Community College | Shoreline, WA



Rhonda Lykins
Senior Project Manager

PROFESSIONAL EXPERIENCE:

Istonish Denver, CO 03/2017 – Current

Service Management Organization (SMO) Manager

Lead and mentor the Service Managed Operations team across all customer accounts while driving successful project execution and program delivery. Serve as a customer-facing delivery leader for strategic accounts, ensuring team development and operational excellence.

Project and Service Delivery Manager

- Manage hardware refresh projects representing over \$100k in revenue, in 42 State of Colorado Counties
- Provide service delivery management support to 8 different customers daily
- Develop process documents to assist in uniform and concise procedures
- Manage onboarding and provide service delivery management to a major customer representing \$60k in monthly revenue

Stefanini (formerly Cyntergy/TechTeam Global) Southfield, MI 07/1994 – 05/2016

Global Service Delivery Manager

- Led the day-to-day global delivery of the service desk in Romania and Manila, Philippines, which included all process improvement implementation and managing to the defined scope of work
- Launched the global service desk in Romania, supporting five different languages, which resulted in an additional \$20K per month in revenue
- Delivered quarterly executive management presentations on provided services
- Implemented an appreciation program allowing agents to travel to other locations and experience the center environment and culture to build a cohesive global mentality for all centers
- Developed rules to ensure the customer was taken care of in a timely manner to improve customer service call issues

Implementation and Training Program Manager

- Managed multiple hospitality projects representing over \$12M in revenue, 10,000 sites, and more than 50,000 trainees
- Led and managed all aspects of the software training process, established client relationships and expectations
- Developed and maintained budgets over \$12M in revenue, created project plans and roll-out schedules, reported project status, and documented business process flows
- Designed numerous technical and reference materials such as instructor guides, help desk manuals and end user guides to assist in the training process
- Managed, supervised, coached, and monitored teams of up to 180 people

EDUCATION

- **CompTIA Security+ training**, 2016
- **PMI-Certified Project Management Professional (PMP)**, 2016
- **ITIL Foundations Certified**, 2012
- eCornell University, **Project Leadership Certificate**, 2010
- Lawrence Technology University, **Project Management courses** 2008
- Platt College, Associate of Applied Science Major: **Information Technology Networking**, 2003



Deron White

Work History:

Istonish Inc. March 2014-Current

Sr. Systems Engineer

- Design and implement enterprise-level infrastructure solutions for multi-client managed services environment, including cloud migrations and hybrid deployments across Azure and AWS platforms, ensuring scalability, security, and high availability
- Serve as escalation point for complex technical issues across Windows Server environments, Exchange Online, O365, Active Directory, and virtualization infrastructure (VMWare/Hyper-V), responding to critical alerts and maintaining SLA compliance
- Lead strategic infrastructure projects from conception through implementation, coordinating with cross-functional teams and mentoring junior engineers on technical troubleshooting methodologies and best practices
- Develop, test, and deploy PowerShell automation scripts to improve operational efficiency while creating and maintaining comprehensive technical documentation for systems, procedures, and ITIL-based processes
- Provide advanced technical consultation to clients on infrastructure optimization and technology strategy, managing vendor relationships and participating in client meetings to discuss roadmaps and service improvements
- Implement and maintain security best practices across managed environments, conducting regular security assessments, vulnerability remediation, and ensuring compliance with industry standards

Get Going Solutions, LLC - 2011 - 2015

Owner/Operator

Provided comprehensive IT support and managed services for small business and home office clients across the Denver Metro Area, managing end-to-end technology operations including networks, servers, cloud platforms, websites, and mobile devices. Planned and implemented IT systems with full lifecycle support from deployment through training, while designing and maintaining intranet sites that centralized document sharing, business forms, and company knowledge repositories. Extended services to include website design, launch, maintenance, and marketing with system integrations, while serving as authorized reseller for Google Apps, Nimble CRM, and Microsoft 365 to deliver enterprise-grade solutions to SMB clients.

Education & Certifications

University of Colorado, Denver- 2001 Master of Science, Finance &

Loyola University, Baltimore, Maryland - 1991 Bachelor of Arts, History;

Languages: HTML, CSS, Javascript, JQuery, Google Apps Script, & Windows PowerShell

Certifications: Google Apps Certified Sales Specialist



3. PROJECT APPROACH, SCOPE OF WORK, AND DELIVERABLES

Comprehensive Methodology

Describe approach to the scope of work, including any subcontractors, their roles, and oversight processes.

Our approach to serving the Town of Paonia is strategically designed to meet the diverse and complex needs of your municipal environment. It is founded on industry best practices, leveraging advanced technology solutions and proactive management strategies specifically tailored for the unique challenges facing local government operations. The approach encompasses several key components that directly address the requirements outlined in your RFQ.

1. Assessment and Planning Phase

Our methodology begins with a thorough understanding of your current environment and future needs. For the Town of Paonia, this phase is particularly critical given the complexity of your multi-facility infrastructure spanning Town Hall, Public Works, Water and Wastewater Treatment Plants, and the Police Department.

Initial Comprehensive Assessment

An intelligent approach is to collaboratively compile a detailed inventory of IT-related assets and evaluate the current state of your technology infrastructure. This assessment will involve our senior technical team working closely with Town staff to gather accurate and up-to-date information on all IT assets, including the aging 2016 server that requires migration, network devices across multiple locations, SCADA systems at the treatment plants, and the various specialized municipal software platforms currently in use.

Our comprehensive assessment includes vulnerability scanning of all network-connected devices and systems to identify security weaknesses and potential threats. We will provide a detailed remediation list prioritized by risk level, including recommendations for addressing critical vulnerabilities, suggested timeline for remediation activities, and cost estimates for any required hardware or software updates. This vulnerability assessment will be particularly thorough for your Police Department systems to ensure CJIS Level 4 compliance requirements are met.

Detailed Assessment Activities:

Asset Inventory and Documentation

- Complete hardware inventory including servers, workstations, network devices, printers, and mobile devices across all five facilities
- Software licensing audit and compliance review, including the Microsoft 365 license optimization you've identified as needed
- Network topology mapping and documentation of all inter-facility connections



- Backup system evaluation including review of current disparate backup methods and external hard drives
- Documentation of all specialized municipal software installations and configurations

Security and Vulnerability Analysis

- Comprehensive vulnerability scanning of all network-connected devices using industry-standard tools
- Network security assessment including firewall rule review and access control evaluation
- Wireless network security analysis for both internal networks and public Wi-Fi access points
- Endpoint security evaluation including current antivirus and malware protection effectiveness
- CJIS compliance gap analysis for Police Department systems and data handling procedures

Infrastructure Performance Assessment

- Server performance analysis including the aging 2016 server and identification of capacity constraints
- Network performance testing between facilities and satellite locations
- Internet connectivity evaluation including assessment of single-ISP dependency risk
- Power and environmental systems review including UPS functionality and generator planning considerations
- SCADA system network connectivity and security evaluation

Compliance and Governance Review

- CJIS security policy compliance assessment for law enforcement systems
- Collaborate with webhost regarding Colorado HB 21-1110 website accessibility
- IT governance process review and documentation of current change management procedures
- IT disaster recovery and business continuity planning
- Staff technology training needs analysis

Risk Assessment and Prioritization

- Critical vulnerability identification with immediate remediation requirements
- Single points of failure analysis across all systems and facilities
- Cybersecurity threat assessment specific to municipal government operations
- Business impact analysis for potential system failures or security incidents
- Technology lifecycle assessment with replacement timeline recommendations

Our team will conduct a thorough inventory of all IT assets, including servers, workstations, network devices, and software applications such as Spillman, Caselle, and your SCADA platforms. We will assess the current state of these assets, identifying potential issues, security vulnerabilities, and areas for improvement. This assessment will include a comprehensive review of your network architecture, examining the connectivity between Town Hall and satellite facilities, evaluating the performance and



security of your current firewall configuration, and analyzing the effectiveness of your existing backup and disaster recovery procedures.

Strategic Planning and Roadmap Development (Server & VoIP Phone Approach)

Following our assessment, we will develop a comprehensive strategic plan that addresses both immediate needs and long-term technology objectives for the Town of Paonia. This plan will include a detailed server migration strategy for replacing your 2016 infrastructure, ensuring minimal downtime and enhanced security across all facilities. We will also provide recommendations for modern, cost-effective Voice over IP systems that integrate seamlessly with your overall IT infrastructure.

A critical component of our planning phase will be recommending a backup internet solution to eliminate your current single-point-of-failure dependency on Elevate as your sole ISP. We will evaluate options for redundant connectivity that ensure continuous operations for critical systems, including your SCADA platforms and Police Department operations. Additionally, we will develop IT disaster recovery and business continuity plans that address the specific needs of each Town facility and department.

2. Implementation Strategy

Our implementation approach for the Town of Paonia utilizes a carefully planned, phased rollout strategy designed to minimize disruption to your daily operations while ensuring the successful deployment of enhanced IT services and infrastructure.

Phased Implementation Approach

We begin our implementation with critical systems and infrastructure, starting with the deployment of our 24/7 monitoring and management tools across all Town facilities. This includes installing our remote monitoring agents on servers, network devices, and endpoints to provide immediate visibility into system performance and security status. Simultaneously, we will implement our IT Service Management platform, ensuring that all IT requests and issues are properly tracked, prioritized, and resolved according to established service level agreements.

The second phase focuses on security enhancements and compliance requirements. Given the critical importance of CJIS Level 4 compliance for your Police Department operations, we will coordinate closely with the Delta County Sheriff's office to ensure that our IT infrastructure and security implementations support your existing Computer Aided Dispatch (CAD) service arrangement without disruption. Our experience working with law enforcement agencies and sheriff's departments ensures we understand the operational requirements and can provide the necessary network security, connectivity, and access controls that law enforcement operations require. This includes deploying multi-factor authentication across all compatible systems, implementing endpoint detection and response solutions, and establishing secure remote access capabilities for authorized personnel while maintaining the strict security boundaries required by CJIS compliance standards.

Infrastructure Modernization and Migration



Our implementation strategy establishes a stable, secure foundation before undertaking any major infrastructure changes, ensuring continuous system availability and user productivity throughout the modernization process. This foundational approach includes deploying comprehensive monitoring and backup systems, implementing security controls, and establishing redundant communication pathways that provide stability for both systems and users before we begin the critical server migration project to replace your aging 2016 infrastructure.

Once this stable foundation is in place, we execute the server migration with careful planning and coordination to ensure minimal downtime during the transition. We will work with Town staff to schedule migration activities during optimal timeframes, typically during evenings or weekends, to minimize impact on daily operations. Our migration process includes full data backup and verification procedures, application compatibility testing, and rollback procedures to ensure business continuity throughout the transition.

We will also address your phone system modernization needs by conducting a detailed assessment of your current leased system and providing recommendations for cost-effective modern alternatives. Our telecommunications expertise allows us to recommend solutions that integrate with your overall IT infrastructure while providing enhanced features and reliability for Town operations. Istonish has a partnership with IQ Wired, an ISP and telephony solution aggregator that works on behalf of our customers at no additional cost to them in order to evaluate and provide connectivity and telephony solutions.

3. Comprehensive Service Delivery Framework

Our ongoing service delivery model for the Town of Paonia is built around a tiered support structure that ensures appropriate resources are applied to each type of issue or request, maximizing efficiency while maintaining high service quality.

Tier I Support - Foundation of Service Excellence

Our Tier I support serves as the primary point of contact for all Town employees seeking IT assistance. This team operates our help desk and ticketing system, providing support through multiple channels including email, telephone, and our web-based portal. Our Tier I technicians are trained specifically in the municipal environment and understand the unique challenges faced by local government operations. They handle routine issues such as password resets, basic connectivity problems, software installation and configuration, and general user support questions.

For the Town of Paonia, our Tier I team will develop and maintain comprehensive knowledge base articles specific to your environment, including procedures for common issues with Spillman, Caselle, and other specialized municipal software. They will coordinate printer and peripheral support across all facilities, including working with your existing vendor All Copy Products for copier maintenance while managing the numerous smaller printers throughout Town operations. Most importantly, our Tier I team will create the missing helpdesk playbooks identified in your RFQ, documenting procedures for recurring activities and ensuring consistent service delivery.



Tier II Support - Advanced Technical Resolution

Our Tier II support team handles escalated issues that require more specialized technical knowledge or onsite intervention. For the Town of Paonia, this team is particularly important given your multi-facility environment and the need for onsite support at remote locations such as the Water and Wastewater Treatment Plants. Our Tier II technicians provide advanced troubleshooting for complex desktop and application issues, network connectivity problems that cannot be resolved remotely, and hardware failures requiring onsite diagnosis and repair.

This team coordinates with hardware vendors for warranty repairs and replacements, manages system configuration changes that impact multiple users or systems, and provides the quarterly proactive site visits required by your service agreement. They also serve as the technical liaison for specialized municipal software, working with vendors like Motorola Solutions for Spillman support and ensuring that IT infrastructure changes do not negatively impact these critical applications.

Tier III Support - Strategic Infrastructure Management

Our Tier III team consists of senior engineers and specialists who handle the most complex technical challenges and provide strategic technology guidance to Town leadership. For Paonia, this team manages your server and network infrastructure, including the network components on which the SCADA systems operate for your treatment facilities. While they respect the operational boundaries maintained by your utility staff and engineering partners, they ensure that network connectivity, security, and performance meet the demanding requirements of these critical systems.

Tier III personnel manage your security operations, including 24/7 monitoring for threats and vulnerabilities, incident response coordination, and compliance management for CJIS and other regulatory requirements. They oversee system patching and vulnerability management across all Town systems, coordinate major upgrades and migrations, and provide strategic technology planning and consulting services to help the Town make informed decisions about future technology investments.

Governance and Communication Framework

Istonish's governance approach emphasizes transparency and partnership through structured communication channels between our teams. We provide monthly governance meetings to review key performance indicators, ticket trends, project status, and strategic IT planning. During onboarding and active project phases, we recommend weekly touchpoints to ensure alignment, address concerns proactively, and maintain momentum toward shared objectives. Your Service Delivery Manager serves as your dedicated point of contact, coordinating across our technical teams and providing consistent communication that keeps Town leadership informed without creating administrative burden. This collaborative governance model ensures that technology decisions support your operational priorities and that our service delivery continuously adapts to your evolving needs.

Third-Party Vendor Coordination and Support



Understanding the Town of Paonia's complex technology environment includes numerous specialized software platforms and systems, Istonish excels at coordinating with your existing software and hardware vendors to ensure seamless issue resolution and maintain system performance. We serve as the primary technical liaison between the Town and your various technology vendors, streamlining communication and ensuring issues are resolved efficiently.

Our vendor coordination approach includes managing relationships with your existing software providers such as Motorola Solutions for Spillman support, Caselle for your ERP system, and ESRI for GIS services. When technical issues arise that require vendor involvement, we handle the initial troubleshooting to determine whether the issue is infrastructure-related (our responsibility) or application-specific (vendor responsibility). This approach ensures that problems are routed to the appropriate resource immediately, reducing resolution time and eliminating finger-pointing between vendors.

For hardware and infrastructure vendors, we coordinate warranty services, manage service calls, and ensure that any third-party maintenance activities align with your operational needs and minimize disruption to Town services. This includes coordinating with All Copy Products for your copier maintenance, managing relationships with network equipment vendors, and overseeing any specialized hardware support required for your SCADA systems or other critical infrastructure.

When specialized services are required beyond our core capabilities—such as forensic analysis in the event of a security incident or specialized telecommunications work for implementing backup internet solutions—we carefully vet and manage these relationships. All such arrangements require pre-approval from the Town Administrator, and Istonish maintains direct oversight of all activities to ensure they meet our quality standards and your service expectations. We serve as the single point of accountability for all technology-related services, regardless of whether work is performed by our team or coordinated through approved third-party vendors.

Explain how staff and user training will be incorporated.

Client Training

Staff and Customer User Training Integration

Recognizing that technology is only as effective as the people who use it, Istonish places significant emphasis on comprehensive training and knowledge transfer throughout our engagement with the Town of Paonia. Our training approach ensures both Town staff and our service personnel are equipped with the knowledge and skills needed to deliver exceptional IT services.

Client Staff Training Programs

Our client training approach is designed to empower Town staff with the knowledge and skills needed to effectively utilize both existing and new technology systems while maintaining security best practices.



Cybersecurity Awareness Training Our cybersecurity training program is particularly critical for the Town of Paonia, given your handling of sensitive information across multiple departments and the compliance requirements for CJIS standards in the Police Department. We provide monthly cybersecurity awareness training that goes beyond generic content to address the specific threats and vulnerabilities facing municipal governments. This training covers phishing recognition and prevention, proper handling of sensitive information, secure remote access procedures, and incident reporting protocols. We customize our training content to include real-world scenarios relevant to municipal operations, helping staff understand the practical application of security principles in their daily work.

System Implementation Training We will provide comprehensive orientation for the Town of Paonia. This will include training on the systems your team will use to interact with Istonish, like ticketing platform, checking status of IT items, and ensuring that staff understand how to properly submit and track IT requests. We also provide specialized training for key personnel who will serve as departmental liaisons for IT matters, giving them enhanced knowledge to handle basic troubleshooting and serve as resources for their colleagues.

Istonish Training

Istonish Personnel Training and Certification Programs

Our internal training program ensures that all personnel assigned to the Town of Paonia account maintain the highest levels of technical competency and compliance knowledge necessary to deliver exceptional service.

Initial Onboarding Training (Completed within first 30 days)

- Generalized technical training covering core technologies (Microsoft 365, network infrastructure, security platforms)
- Istonish-specific training on company policies, procedures, service delivery methodology, and client communication protocols
- ServiceNow ticketing system training and escalation procedures
- Customer service excellence and municipal government sensitivity training

Industry Compliance and Certification Training (Initial and annual renewals)

- CJIS Security Policy training and certification (all Service Desk personnel maintain active certification)
- Municipal government compliance requirements including Colorado HB 21-1110 website accessibility standards
- NIST Cybersecurity Framework implementation training
- ITIL service management certification and best practices

Client-Specific Training (Initial and quarterly updates)



- Town of Paonia environment-specific training including network topology, specialized software platforms, and facility-specific requirements
- Municipal software training for Spillman, Caselle, SCADA systems, and other specialized applications
- Local procedures and escalation protocols specific to Town operations
- Facility-specific access requirements and emergency procedures for Water/Wastewater Treatment Plants and other satellite locations

Ongoing Professional Development (Quarterly and annual)

- Microsoft certification renewals and advanced training (Azure, Office 365, security technologies)
- Cybersecurity threat landscape updates and emerging threat response training
- Municipal technology trend analysis and best practices sharing
- Customer satisfaction review sessions and service improvement initiatives
- Emergency response drill participation and incident response procedure updates

Performance and Knowledge Validation

- Annual competency assessments for all technical personnel
- Quarterly client-specific knowledge validation testing
- Continuous monitoring of certification status with automatic renewal scheduling
- Regular peer review and knowledge sharing sessions to ensure consistent service delivery across all team members

Knowledge Transfer and Documentation

Our knowledge transfer process includes the creation of comprehensive documentation tailored to the Town's specific environment. We will develop the Tier I helpdesk playbooks, creating detailed procedures for common issues and recurring activities. These playbooks will be designed not only for our support staff but also to serve as reference materials for Town personnel who may encounter similar issues. We also create system documentation and procedure manuals that provide Town staff with clear guidance on proper system usage, basic troubleshooting techniques, and escalation procedures.

This comprehensive training framework ensures that both Town staff and Istonish personnel maintain current knowledge and skills necessary to maximize the value of your technology investments while maintaining the highest standards of security and compliance.

Outline health, safety and quality assurance/control practices.

Health, Safety, and Quality Assurance Practices

Istonish maintains comprehensive quality assurance practices and follows standard safety protocols that ensure the secure and reliable delivery of IT services while protecting both our personnel and Town staff during all service activities.



IT Service Safety Protocols Our field service technicians follow standard industry safety practices when working in municipal facilities, including proper equipment handling procedures and awareness of facility-specific safety requirements. When working at specialized facilities such as your Water and Wastewater Treatment Plants, our technicians coordinate with facility managers to understand and comply with any site-specific safety protocols. We maintain appropriate insurance coverage for all service activities and ensure our personnel are aware of emergency procedures relevant to each facility they service.

Secure Data and Asset Management We implement comprehensive security protocols for handling sensitive information and IT assets. This includes secure disposal of electronic equipment in accordance with data destruction standards and environmental regulations, proper chain of custody procedures for any equipment requiring repair or replacement, and secure handling of any systems containing sensitive municipal or law enforcement data. Our CJIS-certified personnel understand the specific requirements for handling law enforcement information systems and maintain appropriate clearances and protocols.

Quality Assurance Framework We implement comprehensive quality assurance frameworks based on ITIL best practices that ensure consistent service delivery and continuous improvement. Our quality assurance process includes regular monitoring of service level agreement performance, systematic review of incident resolution procedures, and comprehensive documentation of all service activities. We conduct regular customer satisfaction surveys and feedback sessions to gather input from Town staff and leadership, using this information to refine our service delivery and address any emerging needs or concerns.

Our quality control procedures include peer review of all major system changes, comprehensive testing protocols for new implementations, and detailed documentation of all configuration changes. We maintain detailed change logs and provide regular reporting on system performance, security status, and service delivery metrics. This documentation ensures transparency in our service delivery and provides valuable information for strategic planning and budget development.

Risk Management and Incident Response Risk management is an integral component of our service delivery framework. We maintain comprehensive professional liability and errors & omissions insurance coverage appropriate for IT service providers. Our incident response procedures ensure rapid response to any service disruptions, with clear escalation paths and communication protocols to keep Town leadership informed throughout any service incidents.

We implement systematic backup and recovery procedures for all configuration changes, maintain rollback capabilities for system modifications, and follow established change management processes to minimize the risk of service disruptions during maintenance or upgrade activities.

Identify any innovative approaches, tools, or technologies.

Innovative Approaches and Technologies

Understanding the Town of Paonia's openness to innovative solutions that improve efficiency, security, and user experience, Istonish brings several cutting-edge technologies and approaches to enhance your IT environment beyond traditional managed services.



Our advanced security solutions include Endpoint Detection and Response (EDR) capabilities that provide enhanced threat detection and automated response capabilities across all Town devices. This technology goes beyond traditional antivirus protection to identify and respond to sophisticated threats that might bypass conventional security measures. Our Security Operations Center (SOC) service provides real-time monitoring and analysis of security events across your entire IT environment, with dedicated security analysts available 24/7 to investigate and respond to potential threats.

We implement artificial intelligence-driven threat detection and response capabilities that learn from your environment's normal patterns and can identify anomalous behavior that might indicate security threats or system issues. This proactive approach helps prevent problems before they impact operations and provides early warning of potential security incidents.

Our approach to network security incorporates zero-trust architecture principles, ensuring that all access to Town systems is properly authenticated and authorized regardless of the user's location or device. This is particularly important for the Town of Paonia given your multi-facility environment and the need for secure remote access to systems at satellite locations.

For communication and collaboration, we provide recommendations for modern, cloud-based phone systems that integrate seamlessly with your overall IT infrastructure while providing enhanced features such as unified communications, mobile integration, and disaster recovery capabilities. Our mobile device management solutions ensure that Town-issued devices maintain appropriate security controls while providing the flexibility needed for field operations.

We implement comprehensive automation solutions that reduce manual effort and improve consistency in routine IT operations. This includes automated patch management systems that ensure all systems receive timely security updates while minimizing disruption to operations, predictive maintenance and monitoring systems that identify potential issues before they cause downtime, and automated backup verification and reporting that ensures the integrity of your data protection systems without requiring manual intervention.

Our self-service capabilities include password reset portals that allow Town staff to quickly resolve common issues without requiring support intervention, automated system health reporting that provides proactive notification of system status, and user-friendly documentation and knowledge base systems that help staff find answers to common questions quickly and efficiently.

4. RELEVANT EXPERIENCE & REFERENCES

Municipal and Public Safety Experience

Provide at least three (3) references, including name, email, address, and phone number.

Istonish has extensive experience supporting local governments, counties, and special districts throughout Colorado, with particular expertise in law enforcement IT requirements and CJIS compliance.



As a pre-vetted vendor for SIPA (Statewide Internet Portal Authority) for over 10 years, we have extensive experience supporting SIPA services for website hosting and related functions, ensuring compliance and seamless integration with the state portal systems that municipalities rely upon.

We are pleased to provide the following client references:

Network Architecture, Implementation, & Ongoing Support @ History Colorado Museums			
Contact Name	Loni Clark, Director of Business Technology & Innovation		
Contract Go-Live	July 2022		
Contact Phone/Email	303-866-3427 loni.clark@state.co.us	Place of Performance	8 Offices Statewide
Types of Projects Managed/Description of Work	Istonish was awarded the opportunity to architect, procure, and implement a comprehensive statewide network infrastructure to form the backbone for 7 History Colorado Community Museums across the state. This initiative ensures robust support for the museums' critical IT infrastructure, with an emphasis on enhancing connectivity at remote locations and supporting the museums' vibrant event programming and hosting capability. Our services include: 24/7/365 Services • Proactive Monitoring/Alerting for network infrastructure across all museum sites. • Critical & Security Incident Response to safeguard museum data and IT systems. • Support for IT infrastructure in each museum, including network devices and UPS systems. This project has successfully addressed all previous end-user connectivity challenges and provides reliable event support, aligning with the primary objectives to enhance visitor experience and operational efficiency at the community museums. Ongoing support is tailored to adapt to the evolving needs of the museums, incorporating new devices and extending services to additional locations, including the flagship History Colorado Center in downtown Denver. As new technologies are adopted and sites are developed, Istonish's dynamic support structure ensures that the network infrastructure remains cutting-edge, secure, and capable of supporting the museums' mission to enrich the cultural landscape of Colorado.		
Managed IT Services and End-User Support @ Upper Thompson Sanitation District			
Contact Name	Suzanne Jurgens, Assistant District Manager		
Contract Go-Live	May 2023		
Contact Phone/Email	970-586-4544 suzanne@utsd.org	Place of Performance	2196 Mall Rd, Estes Park, CO 80517



Types of Projects Managed/Description of Work	Istonish provides managed IT services to Upper Thompson Sanitation District (UTSD), delivering 24/7 help desk support, onsite service, and critical infrastructure management. The partnership ensured secure, efficient IT operations, including device refresh projects and annual budgeting for network and user devices. The scope of our IT Service contract with UTSD includes: • Primary contact for all incoming technology requests, 24/7/365 • Support for SCADA network components, coordination with plant operations staff, & integration of Operational Technology / Information Technology (OT/IT) systems for secure, reliable system performance Onsite support for issues unable to be resolved remotely • Overall responsibility for break/fix • Install/Move/Add/Change functions as they relate to ○ Desktop ○ Server ○ Route/Switch Network, WAN, and WAP Support Additional projects resulting from our collaboration with UTSD on their overall IT strategy have included annual budgeting and device refresh projects for a variety of network and end-user devices.		
Managed IT Services and End-User Support @ Town of Morrison			
Contact Name	Courtney Christensen, Town Clerk		
Contract Go-Live	November 2024		
Contact Phone/Email	303.697.8749 cchristensen@morrisonco.us	Place of Performance	321 Highway 8 Morrison, CO 80465
Types of Projects Managed/Description of Work	Istonish delivers full-scale managed IT services to the Town of Morrison, providing complete technology infrastructure management, 24/7 operational support, and strategic IT leadership for all municipal operations. This comprehensive partnership ensures enterprise-grade technology capabilities while maintaining robust cybersecurity and regulatory compliance across critical town services. Our services encompass: <i>Core IT Operations & Infrastructure Management</i> · 24/7/365 help desk with proactive monitoring and incident response for all municipal systems. Complete network, server, and cloud infrastructure administration including backup/disaster recovery. Cybersecurity operations including continuous monitoring, vulnerability management, and security awareness training. SCADA/OT systems support for water treatment facilities with secure OT/IT integration. Onsite support and break/fix responsibility for all technology assets. <i>Comprehensive IMAC Functions (Install/Move/Add/Change)</i> · Desktop and mobile device management for all municipal employees. Physical and virtual server		



	infrastructure. Route/switch network, WAN optimization, and wireless infrastructure. VoIP telephony and unified communications systems <i>Strategic IT Services</i> - Annual IT budgeting and technology roadmap development. Device lifecycle management and refresh project coordination. ISP migration and network modernization initiatives. Business continuity planning and disaster recovery testing. Vendor management and procurement assistance. Through this partnership, the Town of Morrison benefits from enterprise-class IT capabilities without internal staff overhead, predictable technology costs, and the ability to focus on citizen services while maintaining secure, reliable IT operations. Recent accomplishments include successful ISP migration with zero downtime, comprehensive network refresh, and implementation of enhanced cybersecurity measures across all municipal systems.
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Table 1 – References

Relevance to Paonia: Similar-sized organizations, utility operations, comprehensive managed services, Colorado location

Additional Public Sector Experience

City and County of Denver: Nearly 10 years providing after-hours service desk support, requiring CJIS background screening for all personnel.

City of Memphis, Tennessee: 24/7/365 IT service desk for over 14,000 endpoints including safety personnel and elected officials.

Multiple Colorado Counties and Municipalities: Ongoing support contracts with various local government entities throughout the state.

5. RESPONSIVENESS TO PROJECT SCHEDULE

Describe the team's availability and capacity to meet the project schedule.

Team Availability and Capacity

Immediate Availability: Our designated team for the Town of Paonia has been allocated and is available to begin work immediately upon contract award.

Project Timeline Commitment:

- **Contract Award:** October 14, 2025 (anticipated)
- **Contract Execution:** October 28, 2025
- **Service Commencement:** November 1, 2025
- **Full Transition Complete:** December 31, 2025 (60-day maximum)

Resource Allocation

Dedicated Personnel:

- **Service Delivery Manager:** 40% allocation (full-time availability during transition)



- Account Manager: 20% ongoing allocation
- Senior Systems Engineer: 50% allocation (full-time availability during implementation)
- Service Desk Team: 24/7/365 coverage
- Field Services: On-call for emergency response - Upon notification of an incident, we will collaborate with the Town to assess the nature and scope of the issue, including:
 - Classification of incident type (cybersecurity event, hardware failure, network outage, etc.)
 - Determination of required technical expertise and resource allocation
 - Deployment of appropriately skilled personnel to address the specific issue

All emergency responses will be executed in full compliance with the defined response protocols and SLA requirements established in this agreement. Our incident management process ensures rapid assessment, appropriate resource mobilization, and timely resolution aligned with the Town's operational needs and contractual obligations. Emergency Response or P1 events are defined as follows:

- A large number of staff are affected and / or not able to do their job.
- A large number of customers are affected and / or acutely disadvantaged.
- Life, Limb, and / or Legal Crisis

Scalability: Additional resources available from our 70+ person organization as needed for special projects or emergencies.

Implementation Schedule

Phase 1 (November 1-30, 2025):

- Initial assessment and asset inventory
- Service desk transition and ticketing system deployment
- Critical system monitoring implementation
- Staff introductions and initial training

Phase 2 (December 1-31, 2025):

- Server migration planning and execution
- Security system optimization
- Phone system assessment and recommendations
- Backup and disaster recovery implementation

Ongoing Operations (January 1, 2026+):

- Full managed services delivery



- Quarterly strategic reviews
- Continuous improvement initiatives
- Regular reporting and governance meetings

Emergency Response Capability

24/7/365 Availability: Critical systems monitoring and emergency response regardless of holidays or standard business hours.

Response Time Commitments:

		IMPACT		
		HIGH Impact on location, department, business unit, or organization-wide	MODERATE Multiple users in a single department adversely affected	LOW Low or no significant imposition to individual or to business
URGENCY	HIGH Outage significantly affecting core business functions	P1	P2	P3
	MODERATE Work functions affected, but a work-around is in place	P2	P3	P4
	LOW Temporary issue that is an inconvenience or annoyance	P3	P4	P4

Priority	Time to Respond*	Update Frequency**
P1 – Critical	< or = 15 minutes	30 minutes
P2 – High	< or = 30 minutes	hourly
P3 – Medium	< or = 1 hour	2 business days
P4 – Low	< or = 24hrs	3 business days

* Time to respond (TTR) starts when alert received by Istonish Operations Center

** Update schedule may change after the first update



6. COST PROPOSAL

Provide detailed cost information broken down by key areas of need.

Onboarding is anticipated to require no more than 60 days, and pricing for onboarding was based on an initial environment consisting of the unit counts outlined below. Final counts will be determined during onboarding. Onboarding extending beyond 60 days results in the commencement of monthly billing as outlined below until final unit counts are determined. All pricing is based upon a 36-month agreement.

Component	Description	One-Time Cost
Service Implementation	Configuration of systems, tools, and comprehensive onboarding including initial inventory of IT assets across all locations	\$7,000

DEVICE COUNTS AND SERVICE CHARGES				
Qty	Description	Frequency	Price	Subtotal
1	Server Management	Monthly	\$175	\$175
2	Wireless Access Point Management	Monthly	\$30	\$60
5	Network Switch Management	Monthly	\$75	\$375
1	Firewall Management	Monthly	\$198	\$198
30	Endpoint Protection Package	Monthly	\$55	\$1,650
23	User Security Package	Monthly	\$55	\$1,265
1	Quarterly Onsite Visit	Monthly	\$500	\$500
2TB	Backup and DR Services	Monthly	\$125	\$250
NA ¹	Endpoint Deployment Fee	One-Time	\$280	TBD
Total				\$4,473.00

Table 2 – Service Fee Detail

Note¹: Endpoint Deployment Fees are incurred on an as-needed basis and are invoiced monthly following endpoint delivery.

Pricing is based on individual device counts each month. Pricing is based on the initial environmental assumptions provided by Town of Paonia. Changes to the environment may result in a change in billing. Environment status and counts is reviewed with Paonia monthly.



All fees expressed as stated dollar amounts may, at the sole discretion of Istonish, be increased annually by the percentage increase over the previous year in consumer prices for goods and services as measured by the United States Consumer Price Index entitled "Consumer Price Index for All Urban Customers" (CPI-U) or a similar index should such index no longer be published.

At Istonish, all IT projects are led by experienced Project Managers, and consistent progress and communication is provided throughout each project.

Onsite travel pricing, if required, is based on current federal IRS/GSA rates.

Payment Terms & Assumptions

50% of Service Onboarding fee is due upon execution of this agreement.

The remaining 50% of Service Onboarding is invoiced upon stakeholder agreement of onboarding conclusion and successful transition to steady state.

Steady-state invoicing occurs monthly for the previous month's charges.

Payment terms are Net30.



7. STATEMENT OF ACCEPTANCE

Include statement explicitly acknowledging and accepting the Town's general terms and conditions.

Istonish Inc. explicitly acknowledges and accepts all terms and conditions outlined in the Town of Paonia's RFQ 2025-05 for Professional Managed IT Services, including:

- All technical requirements and service level expectations
- Contract duration of three (3) years with optional two (2) year extensions
- All compliance requirements including CJIS Level 4 standards
- Reporting and governance requirements
- General terms and conditions as specified in the RFQ
- All requirements outlined in Addendum #1

We confirm our commitment to:

- Obtain all necessary CJIS certifications and clearances
- Provide quarterly on-site visits and emergency response within specified timeframes
- Deliver comprehensive server migration services
- Maintain 24/7/365 monitoring and support capabilities
- Provide all required reporting and documentation
- Ensure seamless transition from the incumbent provider

This proposal represents our firm commitment to provide the highest quality managed IT services to the Town of Paonia in full compliance with all stated requirements and expectations.

Authorized Representative:

Clinton Marsh

Account Executive

Istonish Inc.

September 30, 2025



APPENDIX 1: OBSERVED HOLIDAYS

Istonish will observe the following holiday schedule in the determination of business or after-hours.

Observed Holidays	Occurrences
New Year's Day	January 1
Birthday of Martin Luther King Jr.	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Days	Fourth Thursday and Friday of November
Christmas Day	December 25

Table 3 – Holidays



RFQ 2025-05 Professional Managed IT Services - Attachment A

Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ☐ Proposal submitted as a single PDF document
- ☐ File clearly titled: "RFQ 2025-05 Professional Managed IT Services"
- ☐ Vendor name and address included on cover page or header
- ☐ Submitted only by email to:
 - Paonia@TownofPaonia.com
 - cc: StefenW@TownofPaonia.com
- ☐ Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)
- ☐ No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.

Proposal Content

- ☐ **Introductory Letter** (On firm letterhead)
 - Addressed to Stefen Wynn, Town Administrator & Treasurer
 - Contact information (name, mailing address, phone, email)
 - Acknowledgement of addenda
 - Signed by authorized representative
- ☐ **Team Qualifications & Experience**
 - Firm history and qualifications
 - Roles and responsibilities of key personnel
 - One-page resumés of primary staff
 - Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance RFQ 2025-05 Professional Managed IT Services - Attachment A



☐ **Project Approach, Scope of Work, and Deliverables**

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies

☐ **Relevant Experience and References**

- Minimum of three (3) references with name, email, address, and phone number

☐ **Responsiveness to Project Schedule**

- Statement of availability and capacity to meet deadlines

☐ **Cost Proposal**

- Detailed costs broken down by key areas of need

☐ **Statement of Acceptance**

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation

- ☐ Proposal reviewed for completeness and accuracy
- ☐ Proposal submitted before deadline

RFQ 2025-05 Professional Managed IT Services

Prepared for: Town of Paonia



Abstract

Jagaban Services, LLC (JSL) proposes to deliver secure, reliable, and cost-effective Managed IT Services for the Town of Paonia. Our solution covers full IT operations, Microsoft 365, CJIS readiness, SCADA support, disaster recovery, and audio/visual modernization. With options for all-inclusive or selective coverage, JSL offers transparent, risk-adjusted pricing and a dependable local partner to enhance resilience and support the Town's future growth.

Jagaban Services LLC
Contactus@jagabanservices.com



September 17, 2025

Stefen Wynn

Town Administrator & Treasurer

Town of Paonia

214 Grand Avenue

Paonia, CO 81428

RE: RFQ 2025-05 – Professional Managed IT Services

Dear Mr. Wynn,

On behalf of Jagaban Services, LLC (JSL), I am pleased to submit our proposal in response to RFQ 2025-05 – Professional Managed IT Services. We respectfully acknowledge receipt of Addendum #1 and Addendum #2 and have incorporated those clarifications into our proposal.

JSL is a Colorado-based, minority-owned firm specializing in municipal IT services, CJIS-compliant law enforcement support, and SCADA/IoT system management. Our mission is to provide the Town of Paonia with more than day-to-day IT support; we aim to be a strategic partner who ensures secure, resilient, and future-ready operations.

Through this proposal, we present two service models tailored to Paonia's needs:

Option 1 – All-Inclusive Premium Coverage: A comprehensive model that transfers all responsibility to JSL under a predictable flat fee. This option includes unlimited IT support, CJIS oversight, SCADA/IoT support, disaster recovery testing, and strategic IT governance.

Option 2 – Selective Coverage (Budget-Sensitive): A flexible model that provides guaranteed 40-hour IT coverage with the option to add modernization services and specialized compliance support as needed.

Both models ensure Paonia receives:

- 40 hours/week of reliable IT coverage.
- Structured CJIS compliance oversight and staff certification.
- Specialized support for SCADA and IoT environments.
- Proactive governance through weekly reporting, monthly reviews, and quarterly planning.

JSL is committed to delivering not only reliable IT operations but also the peace of mind that comes with a partner focused on compliance, risk management, and long-term IT maturity.



We thank you for the opportunity to submit this proposal and look forward to the possibility of supporting the Town of Paonia.

Respectfully submitted,

Muhib Taiye Oduwaiye

Founder & Principal Consultant

Jagaban Services, LLC

+1 240 543 8375 | Muhib.Oduwaiye@jagabanservices.com



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1 Executive Summary

The Town of Paonia requires more than an IT vendor; it requires a strategic partner capable of safeguarding municipal operations, law enforcement systems, and utility SCADA environments under strict compliance obligations. JSL, LLC offers that partnership.

We are a Colorado-based, minority-owned firm with proven expertise in municipal IT services, SCADA/IoT support, and CJIS compliance. Our team brings enterprise-grade processes scaled to fit the needs of a small town, ensuring Paonia receives the same level of security, reliability, and governance that larger agencies trust.

1.1 What JSL Delivers:

40 hours/week of reliable IT coverage with Tier I–III support.

CJIS compliance oversight, including staff certification, MFA, encryption, and audit readiness.

SCADA/IoT expertise to support water and wastewater systems, historian platforms, and alarm handling.

Cybersecurity and disaster recovery planning, including annual DR/BCP testing and modernization of fragmented backup systems.

Strategic governance, with weekly reporting, monthly reviews, and quarterly IT planning sessions to ensure long-term alignment with Paonia’s goals.

1.2 Our Service Models:

Option 1 – All-Inclusive Premium Coverage: Paonia transfers all managed services to JSL for a predictable flat fee, receiving unlimited IT support, SCADA and CJIS coverage, disaster recovery testing, and proactive governance.

Option 2 – Selective Coverage (Budget-Sensitive): Paonia secures 40 hours of weekly IT support with the flexibility to add modernization and specialized services on demand.

Both models ensure that Paonia’s systems are secured, supported, and future-ready. The difference lies in how the Town chooses to balance predictability versus flexibility.



JSL's commitment is to provide Paonia with peace of mind: secure systems, compliant operations, and a partner who looks ahead, not just reacts to problems.

2 Company Overview

JSL is a minority-owned, Colorado-based technology consulting and managed services firm. Founded on a commitment to innovation, compliance, and reliability, JSL specializes in delivering comprehensive IT services, cybersecurity, and operational technology (OT/SCADA) support for municipalities, public safety agencies, and enterprise clients.

2.1 Core Competencies

- Managed IT Services: 40hr/week plus after-hours escalation availability, Tier I–III support, remote monitoring, patch management, and proactive maintenance.
- Cybersecurity & Compliance: Expertise in aligning with the FBI CJIS Security Policy, NIST Cybersecurity Framework, and HIPAA/HITECH, where applicable. Services include MFA, endpoint hardening, audit logging, and compliance documentation.
- Cloud & Collaboration Platforms: Management of Microsoft 365, Azure AD, Intune, and Power Automate/Apps to optimize municipal operations and ensure secure access.
- SCADA & IoT Support: Experience with water and wastewater systems, PLC/RTU integration, alarm monitoring, historian data flows, and IoT-enabled sensor platforms.
- Disaster Recovery & Business Continuity: Backup strategies, disaster recovery testing, incident response planning, and resilience consulting.

2.2 Differentiators

- CJIS-Ready Operations
- SCADA/IoT Expertise
- Local and Minority-Owned (MBE/SBE)
- Proven Public Sector Experience

Mission Statement:

Deliver secure, reliable, and forward-looking IT services that help municipalities like Paonia thrive.



2.3 Staff Planning:

JSL will staff the Town of Paonia contract with a balanced team that combines dedicated front-line coverage with access to specialized expertise in cloud services, cybersecurity, CJIS compliance, and SCADA/IoT environments. If subcontractors are engaged (e.g., Specialized SCADA IT resources), they will operate under JSL's Project Manager with defined SLAs, reporting requirements, and performance oversight.

2.4 Core Roles & Responsibilities:

- Tier I Help Desk Technician – Dedicated 40 hours/week or shared coverage.
- Tier II Engineer – Escalations and on-site support.
- Cloud/M365 Engineer – Administration of Microsoft 365, Azure AD, Intune.
- Cybersecurity & CJIS Compliance Lead – Oversees CJIS alignment, MFA, and audit logs.
- SCADA/IoT Specialist – PLC/RTU troubleshooting, historian monitoring, OT/IT security.
- Project Manager / Client Success – SLA tracking, reporting, liaison.

Staffing Alignment with Service Options:

Option 1: Dedicated FTEs, including Tier I coverage, bundled CJIS and SCADA hours.

Option 2: Shared coverage with specialized services billed hourly.

Please refer to **Appendix B**.



3 Technical Approach:

JSL's approach to supporting the Town of Paonia is structured around three pillars: Stability, Security, and Strategic Growth. Our methodology combines day-to-day IT coverage with compliance oversight and modernization planning to ensure Paonia's IT systems are reliable, secure, and ready for future demands.

3.1 Service Delivery Framework

40 Hours/Week Coverage: Dedicated Tier I technician coverage with Tier II–III escalation. Issues are tracked through a ticketing system with defined SLAs.

- Remote + On-Site Support: Majority of issues resolved remotely, with on-site dispatch for escalations or system outages.
- Proactive Monitoring (24/7): JSL deploys monitoring tools to track servers, workstations, and network equipment continuously. Alerts are logged automatically, ensuring that issues are identified before they disrupt staff.
- After-Hours Escalation: While staffed help desk coverage is provided during standard business hours (40 hours/week as required by the RFQ), JSL will establish an escalation process for critical incidents affecting law enforcement, SCADA, or Town Hall operations.
- Patch & Update Management: Monthly OS and application patching, tested before deployment to minimize downtime.

3.2 Compliance & Security (CJIS Alignment)

JSL recognizes that CJIS Level 4 compliance is essential for Paonia's Police Department. Although we have not directly conducted a CJIS audit, our team has extensive experience in highly regulated environments, such as HIPAA, FISMA, and NIST 800-53, where access controls, encryption, and audit logging are required. This background ensures we can apply proven compliance strategies to CJIS operations. We are committed to the following measures for Paonia:

- CJIS-Certified Personnel: All JSL staff supporting law enforcement systems will undergo FBI CJIS Security Awareness Training and background checks before engagement.
- Authentication & Access Controls: Implementation of MFA, role-based access, and audit logging for sensitive systems.
- Audit Readiness: Maintain documentation and system logs to support CJIS or state audits, and coordinate with Paonia's law enforcement leadership to ensure compliance alignment.
- Annual Security Review: Conduct annual policy and control reviews, reporting findings to Town leadership.



This approach ensures Paonia gains a compliance-ready team from day one, with the capacity to sustain secure law enforcement operations and maintain audit readiness throughout the contract.

3.3 SCADA/ IoT Support:

- **Operator Support:** Assist operators with their daily SCADA tasks, including I/O servers (e.g., Kepware/Matrikon), and manage alarms and perform fundamental trend analysis.
- **System Administration:** Provide configuration support for PLC/RTU data points, historian connectors, and visualization tools.
- **Cybersecurity Integration:** Ensure SCADA networks are properly segmented, monitored, and integrated into patch management and backup planning. We also support annual SCADA disaster recovery plans.

Recommendation: Over time, JSL recommends moving SCADA historian data into a more structured analytics environment to improve reporting for operators and management.

JSL understands that Paonia's water and wastewater SCADA systems are critical to public safety and daily operations. While responsibility for process programming will remain with the Town's SCADA vendor (FilterTech/Peak Water), JSL will provide the IT-level support, cybersecurity integration, and modernization planning needed to strengthen system reliability. We commit to:

- **Operator Support:** Assist operators with daily SCADA tasks, including I/O server connectivity (e.g., native drivers, Kepware, Matrikon), alarm handling, and fundamental trend analysis.
- **System Administration:** Provide configuration support for PLC/RTU data points, historian connectors, and visualization tools, coordinating with the Town's SCADA vendor as required.
- **Cybersecurity Integration:** Ensure SCADA networks are segmented from general IT, monitored for anomalies, and integrated into patch management and backup planning.
- **Historian Enhancement:** Recommend and help implement a lightweight historian solution (e.g., Canary, Ignition Edge) to replace ad-hoc local storage and enable structured analytics, reporting, and compliance documentation.
- **Virtualization Roadmap:** Support the migration of SCADA servers into a virtualized environment (VMware or Hyper-V) to enhance resilience, simplify recovery, and extend the lifespan of hardware.
- **Structured Patching:** Establish a sandbox patch testing process to ensure SCADA updates are validated with operator oversight before deployment to production.
- **Disaster Recovery Planning:** Support annual SCADA disaster recovery planning, including backup strategy, recovery testing, and documentation aligned to municipal and state requirements.

3.4 Phones (VoIP Modernization)

- **Assessment First:** JSL will evaluate Paonia's current VoIP system and user requirements.



- **Recommendation:** Replace or modernize with a hosted VoIP solution (e.g., RingCentral, Nextiva, or Microsoft Teams Voice). These solutions reduce on-premise maintenance, support mobile work, and improve uptime.
- **Pricing:** To be provided following the assessment to ensure accurate scoping.

3.5 Internet Redundancy

Current State: Single ISP leaves Paonia vulnerable to outages.

Recommendation:

- Implement a backup ISP (Starlink Business or LTE failover).
- Deploy automatic failover with a dual-WAN firewall to ensure continuity.

Impact: Protects Town Hall operations, law enforcement communications, and SCADA data collection from disruption

3.6 Audio/Visual Modernization

JSL recognizes the Town's need to upgrade audio/visual systems in the council chambers to enhance support for public meetings and virtual broadcasts. We will:

- **Assessment:** Evaluate the current A/V environment to identify gaps in audio clarity, streaming reliability, and recording quality.
- **Integrated Solutions:** Recommend systems that provide clear amplified speech for in-person audiences, dependable virtual broadcasting, and improved in-room visual displays.
- **Project Management:** Coordinate with specialized A/V vendors for installation while maintaining oversight of system integration, security, and continuity.
- **Training & Documentation:** Provide Town staff with user training and documentation to ensure consistent operation and long-term sustainability.

This approach ensures Paonia gains a modernized A/V platform that is accessible, reliable, and aligned with municipal operational needs.

3.7 Governance & Reporting

- **Weekly Reports:** Ticket summaries, patching status, and incident trends. A written weekly status update will be delivered.
- **Monthly Reviews:** Review IT operations, security posture, and open risks.
- **Quarterly Governance:** Present IT roadmap updates, budget forecasts, and modernization recommendations to Town leadership.
- JSL adheres to **OSHA-aligned safety practices** for all on-site work and implements a QA/QC process for system changes, including peer review, documentation, and rollback planning.



- JSL maintains liability insurance and adheres to Town Safety requirements when on-site, including confined space and utility-adjacent work as relevant

3.8 Continuous Improvement

JSL will not only maintain Paonia's IT environment but also serve as a technology advisor, recommending phased improvements aligned with budget and operational priorities. These include:

- Migration from fragmented backup solutions to an integrated cloud backup platform.
- Structured VoIP replacement for reliability and call quality.
- SCADA analytics integration for improved decision-making.
- Ongoing security awareness engagement for Town staff.

3.9 After-Hours Support & Escalation

JSL recognizes that specific Town of Paonia systems, particularly those related to law enforcement (**CJIS**) and **SCADA/utility operations**, may require support outside of standard business hours. While staffed help desk coverage is provided during **40 hours/week** as needed for the RFQ, JSL will implement an escalation process to ensure that critical incidents are addressed promptly at all times.

Our after-hours approach includes:

Proactive Monitoring: Continuous monitoring of servers, endpoints, and SCADA interfaces with automated alerting.

On-Call Escalation: Designated Tier II/Tier III engineers available on an on-call basis for critical alerts outside business hours.

Defined Escalation Path: Documented procedures for Town staff to escalate urgent issues (e.g., SCADA outage, law enforcement system failure).

Response Commitment: Critical incidents will be triaged immediately, with remote response initiated and on-site dispatch arranged if necessary.

Coordination with Town Leadership: All after-hours incidents will be logged, and a summary report will be provided in the next weekly update.

Recommendation: JSL suggests that the Town of Paonia and JSL jointly define "**critical incident**" categories (e.g., SCADA downtime, law enforcement access issues, public safety outages) to ensure alignment and avoid unnecessary after-hours escalations.



JSL adheres to **OSHA-aligned safety practices** for all on-site work and implements a QA/QC process for system changes, including peer review, documentation, and rollback planning.

4 Cost Proposal:

JSL has developed a cost structure that is transparent, defensible, and aligned with the Town of Paonia's requirements. Both options provide 40 hours/week of core IT coverage, Microsoft 365 administration, CJIS alignment, SCADA/IoT IT support, disaster recovery planning, governance, and audio/visual modernization support.

Our pricing reflects fully burdened rates inclusive of labor, overhead, contingency, and administrative fees. This ensures the Town receives predictable, responsibility-adjusted pricing without hidden add-ons.

4.1 Option 1 – All-Inclusive Premium Coverage

Flat Monthly Fee: \$43,250 (≈\$519,000 annually)

Service Area	Monthly Cost	Annual Cost	Notes
Help Desk & IT Support (280 hours)	\$22,400	\$268,800	Tier I, II, III Included
Microsoft 365 & Cloud Administration (30 hours)	\$3,600	\$43,200	Azure AD, Intune, SharePoint, OneDrive
CJIS Compliance Oversight (20 hours)	\$2,800	\$33,600	Background checks, MFA
SCADA/IoT IT Support (20 hours)	\$2,800	\$33,600	Server support, historian, segmentation, backups
Disaster Recovery & Backup Planning (10 hours)	\$1,300	\$15,600	Includes 10 hours Tier III for DR/BCP testing
Governance & Reporting (10 hours)	\$1,250	\$15,000	Weekly, monthly, quarterly reviews
A/V Modernization Support (5 hours)	\$450	\$5,400	Assessment, vendor coordination, training
Total (All Inclusive)	\$43,250	\$519,000	Flat fee – all services bundled

3-Year Projection (4% annual escalation): ≈ \$1.62M total.



4.2 Option 2 – Selective Coverage (Budget-Sensitive Model)

Flat Monthly Fee: \$23,687.50 (≈\$284,250 annually)

Service Area	Monthly Cost	Annual Cost	Notes
Help Desk & IT Support (228 hours)	\$16,760	\$201,120	Tier I, II, III Included
Microsoft 365 & Cloud Administration (7 hours)	\$840	\$10,080	Identity, Intune, SharePoint
Governance & Reporting (7 hours)	\$875	\$10,500	Weekly & monthly reports
Disaster Recovery (5 hours)	\$475	\$5,700	Baseline monitoring
Total (Core Coverage)	\$23,687.50	\$284,250	Specialized services billed hourly

Specialized Services (as-needed hourly):

- SCADA/IoT IT Support – \$225/hr
- CJIS Compliance Services – \$200/hr
- Disaster Recovery Testing & Modernization – \$200/hr
- Emergency On-Site Dispatch – \$200/hr

3-Year Projection (4% annual escalation, core coverage only): ≈ \$896K total

4.3 Value to Paonia

- Option 1: Predictable, flat-fee model, Jagaban assumes full operational and compliance risk, with all services bundled.
- Option 2: Lower baseline model, Town retains flexibility but may see variable costs for specialized services.

Both models include fully burdened rates with contingency and administrative costs integrated into each line item, ensuring Paonia receives consistent, risk-adjusted pricing.



5 References & Past Performance

5.1 Source Bridge – Managed IT and SCADA/OT Support

Client Contact: Jerry Bein, Business Analyst/ Contracting Officer

Email: Jerry.bein@source-bridge.com | Phone: (301) 660 6267

5.1.1 Scope of Work:

JSL supported Source Bridge as a subcontractor for DC Water’s enterprise IT operations and utility SCADA/OT environments, providing a blend of help desk coverage, cloud administration, cybersecurity, and OT/IoT integration support.

5.1.2 Key Services Delivered:

- Tier I–III IT Coverage: Provided structured help desk and escalation support for enterprise users, ensuring over 8X5 coverage with SLA tracking.
- SCADA/IoT Support: Assisted in monitoring and securing SCADA systems, including PLC/RTU communications, historian data collection, and alarm management for water distribution.
- Microsoft 365 & Cloud Administration: Managed Azure AD, Intune, SharePoint, and OneDrive to ensure secure collaboration.
- Disaster Recovery: Designed and tested recovery procedures for both IT and SCADA systems.
-

5.1.3 Impact:

Reduced downtime by 25% and strengthened monitoring of critical utility systems.

5.1.4 Relevance to Paonia:

Demonstrates Jagaban’s ability to manage both municipal IT and SCADA operations under compliance-driven requirements.

5.2 Clarksburg Behavioral Health – Managed IT and Cybersecurity Services

Client Contact: Monica M. Ngwa, CEO

Email: info@clarksburgbehavioralhealth.com | Phone: (240) 219-6686



5.2.1 Scope of Work:

JSL functioned as the Managed IT Service Provider for Clarksburg Behavioral Health, a multi-site healthcare provider with sensitive compliance requirements. We provided day-to-day IT support alongside structured cybersecurity services.

5.2.2 Key Services Delivered:

- Help Desk & End-User Support: Delivered Tier I and Tier II support for staff across multiple sites, including account management, workstation troubleshooting, and remote assistance.
- Microsoft 365 Administration: Managed cloud identity, device policies, and secure collaboration tools.
- Cybersecurity & Compliance: Implemented a HIPAA- and HITECH-compliant cybersecurity plan, aligned with the NIST Cybersecurity Framework (CSF). Services included MFA rollout, endpoint hardening, and compliance reporting.
- Disaster Recovery: Developed a backup and recovery strategy for electronic health records (EHR) and business systems.

5.2.3 Impact:

Supported compliance audits with zero findings and reduced security incidents by 40%.

5.2.4 Relevance to Paonia:

Demonstrates Jagaban's ability to act as a primary MSP, delivering IT operations and compliance that are directly comparable to CJIS needs in municipal government.

5.3 Mergent Global Services (Subcontractor) – Municipal IT & Cybersecurity Support

Client Contact: Wale Ogundele, Director of Operations

Email: o.ogundele@mergentgs.com | Phone: (361) 228-0281

5.3.1 Scope of Work:

As a subcontractor to Mergent Global Services, JSL provided municipal IT and cybersecurity services for Shiner, Texas, under a federal modernization grant.

5.3.2 Key Services Delivered:

- 40-Hour IT Support Model: Delivered Tier I–III coverage for town staff, including ticketing, help desk, and on-site dispatch.
- Cybersecurity Program Development: Built a compliance-aligned security program with encryption standards, audit readiness, and penetration testing.
- Cloud & Microsoft 365 Support: Administered Microsoft 365 tenant and user services.



- Disaster Recovery Planning: Created a recovery roadmap for municipal applications and financial systems.

5.3.3 Impact: Improved system recovery time from 6 hours to under 1 hour and ensured compliance readiness for federal reporting.

5.3.4 Relevance to Paonia: Demonstrates Jagaban's ability to support small-town municipal IT environments, almost identical in scale and scope to the Town of Paonia's IT and compliance requirements.

It may also interest you to know that we are currently under contract with OIT (Governor's Office), working on **DQ 2025000542 - Cybersecurity Plans and SCRM Plans Technical Assistance**



6 Conclusion

The Town of Paonia needs a partner who understands the specific challenges of municipal IT, CJIS-compliant systems, and SCADA/IoT operations. JSL offers the expertise, structure, and commitment necessary to provide secure and dependable managed services.

We have outlined two options:

Option 1: Full compliance with all-inclusive, predictable, full managed service coverage.

Option 2: Selective coverage with flexibility for budget management.

Both options guarantee that Paonia receives secure, CJIS-compliant, SCADA-capable IT services with proactive monitoring and governance.

JSL has reviewed the Town of Paonia's general terms and conditions as included in RFQ 2025-05, and we explicitly acknowledge and accept them.

JSL is dedicated to being a strategic partner, not just a vendor. We thank you for the opportunity to present this proposal and look forward to supporting the Town of Paonia.

Respectfully submitted,

Muhib Taiye Oduwaiye
Founder & Principal Consultant
Jagaban Services, LLC



Appendix A – Requirement Response Reference

RFQ / Addenda Requirement (per Submission Checklist)	JSL Response (Section Reference)
Cover Letter signed by authorized representative	Included – Page 1, signed by Muhib Taiye Oduwaiye
Acknowledge receipt of Addendum #1 and #2	Cover Letter, Page 1 – explicitly acknowledged
Company Overview and Qualifications	Section 2 – Company Overview & Differentiators
Staff Resumes / Team Bios	Appendix B – Team Bios (pages 15–26)
References / Past Performance	Section 5 – References & Past Performance
Technical Approach addressing Scope of Services	Section 3 – Technical Approach (3.1–3.9)
Detailed Cost Proposal with breakdown	Section 4 – Cost Proposal (4.1–4.3), tables updated with breakdown
Insurance Requirements (General Liability, Workers’ Comp, etc.)	Acknowledged – Section 6 Conclusion; certificates available upon award
Safety, Health, and QA/QC Practices	Section 3.6 – Governance & Reporting; Section 3.9 – After-Hours Support
Subcontractors and Oversight	Section 2.3 – Staff Planning; subcontractors under JSL PM with SLAs
Town’s General Terms & Conditions acceptance	Section 6 – Conclusion, explicitly acknowledged
Completed & Signed RFQ Form	Attached as separate submission document (per checklist requirement)
MBE/SBE Status (if applicable)	Section 2.2 – Differentiators; JSL is minority-owned (MBE/SBE)
Proposer’s Checklist (this table)	Appendix A – Requirement Response Reference



Appendix B – Team Bios

JSL is staffed by subject matter experts with extensive experience supporting managed services. Each proposed team member meets or exceeds the RFP's requirement with ten or more years of relevant experience and holds certifications that align directly with the engagement scope outlined. Here are resources on the JSL's team that will be available for the Town of Paonia's Managed Service engagement.

Ahmed O. – Project Manager

Current Position: Jagaban Services, LLC – Project Manager

Education & Certifications

- M.Sc., Information & Communication Technology – University of Greenwich
- B.Sc., Mathematics & Statistics – University of Lagos
- MBA Diploma, International Business & Management Institute (IBMI)
- PMI Project Management Professional (PMP)
- PMI Professional in Business Analysis (PMI-PBA)
- Agile Scrum Master (ASM, PSM I)
- Prosci Certified Change Management Practitioner (CCMP)
- AWS Certified Cloud Practitioner (AWS-CCP)
- CompTIA Security+
- ITIL V3 Certified
- Lean Six Sigma Green Belt (CSSGB)

Core Competencies

- Project & Program Management (Waterfall, Agile, SAFe, Kanban)
- Digital Transformation & Service Modernization
- Governance, Risk & Compliance (GRC)
- IT Cybersecurity, IAM, and Cloud Adoption (AWS, Azure, M365)
- Stakeholder & Vendor Management (RFPs, SLAs, procurement oversight)
- Change Management & Organizational Readiness
- Financial Oversight & Cross-Functional Team Leadership



Relevant Experience

- **Senior Project Manager – Government of Prince Edward Island**

Leads enterprise-wide digital transformation programs, including cloud migration, cybersecurity upgrades, and AI/ML solution rollouts. Manages IT procurement (RFI, RFQ, RFP, SLAs), risk frameworks, and stakeholder collaboration across ministries.

- **Senior Program Manager – Diageo Plc**

Directed a £125M transformation program across 13+ countries, modernizing sales, logistics, and analytics platforms. Delivered strategic dashboards and AI-enabled insights for executive decision-making .

- **Consultant – Coolman-Panacea Ltd**

Advised ministries and innovation offices on service delivery modernization and governance transformation. Designed multi-year toolkits and frameworks for policy and IT service transformation .

- **IT & Operations Leadership Roles – Various**

Oversaw IT and operational functions at professional services and consulting firms, ensuring compliance and efficient delivery.

Proposed Role for Paonia

As Project Manager, Ahmed O. will oversee **day-to-day project delivery, schedules, and reporting** for the Town of Paonia. He will:

- Coordinate JSL' technical team and subcontractors.
- Manage **timelines, milestones, and deliverables** aligned with Paonia's scope.
- Ensure **risk management, compliance, and quality assurance** are embedded in all phases.
- Serve as the primary liaison to Paonia staff, providing regular status updates and facilitating smooth communication.
- Apply best practices in Agile and Waterfall governance to ensure flexibility and accountability.



Muhib O. – Executive Lead

Current Position: Jagaban Services, LLC – Executive Lead & Wireless Innovation Advisor

Education & Certifications

- MSc. Electrical Engineering (Telecommunications) - George Washington University
- B.S., Systems Engineering – University of Lagos
- CCIE Wireless (Written Complete)
- Certified Wireless Network Professional (CWNP Suite: CWSP, CWNA, CWDP)
- ITIL Foundations

Core Competencies

- Executive Leadership & Program Oversight
- Municipal IT Service Delivery & Governance
- Wireless & IoT Infrastructure (5G, Wi-Fi 6/6E/7, CBRS, SD-WAN)
- Artificial Intelligence & Machine Learning Development
- Cloud & Network Modernization (Azure, AWS, Microsoft 365)
- Contract & Vendor Management

Relevant Experience

- **Senior Director – Charter Communications**

Directed nationwide wireless strategy, including deployment of 5G, CBRS, and Wi-Fi 6/7 solutions. Oversaw multi-million-dollar infrastructure programs, vendor contracts, and service modernization initiatives.

- **Founder – Jagaban Services, LLC**

Provides IT managed services, Telecommunications, Cybersecurity, and infrastructure modernization for public and private sector clients. Led engagements in SCADA IT support, CJIS compliance, cloud administration, and disaster recovery for utilities and municipalities.

- **Patent Holder – Wireless Innovation**

Developed patented solutions in RF spectrum optimization, automated handoff, and AI-driven network automation, demonstrating the ability to bring innovation into municipal IT and utility operations.

Proposed Role for Paonia

As Executive Lead, Muhib O. will serve as the **primary point of accountability** for the Town of Paonia. He will:

- Oversee JSL' delivery team and ensure alignment with Town priorities.
- Manage contract governance, quality assurance, and compliance oversight.
- Serve as the executive escalation point for the Town.



- Provide **strategic guidance on modernization**, drawing on wireless and IoT expertise to help Paonia explore future initiatives such as **private LTE/5G backhaul, IoT-enabled utility monitoring, Satellite communications, and resilient municipal networks**.



Dotun O. – Project Lead

Current Position: Jagaban Services, LLC – MSP Project Lead

Education & Certifications

- M.S., Technology Management (Homeland Security) – University of Maryland Global Campus
- B.S., Business Administration – Olabisi Onabanjo University
- Executive Certificate, Management & Leadership – MIT Sloan School of Management
- Cisco Certified Network Professional (CCNP)
- Oracle Certified Professional (OCP) DBA
- Microsoft Certified Professional (MCP)

Core Competencies

- IT Service Management (ITIL, SLAs, ticketing)
- Microsoft 365 & Cloud Administration (Azure, Intune, SharePoint)
- Cybersecurity & Compliance (CJIS, NIST 800-53, ICS/SCADA security)
- Disaster Recovery & Business Continuity Planning
- Vendor & Contract Oversight
- Project & Portfolio Management
- Team Leadership & Training

Relevant Experience

- **Infrastructure & Operations Leadership – Jagaban Services**

Directed enterprise IT infrastructure and operations supporting over 700,000 residents. Oversaw cloud migrations, disaster recovery planning, and compliance alignment with NIST 800-53. Improved uptime and modernized systems, including SCADA/OT integration security.

- **Municipal & Utility IT Modernization – DC Water**

Led IT/OT convergence initiatives, aligning IT services with utility operations. Implemented hybrid-cloud strategy, improved disaster recovery, and strengthened cybersecurity for municipal-scale environments.

- **Managed IT Services & Cybersecurity – Clarksburg Behavioral**

Provided Tier I–III IT support, Microsoft 365 administration, and HIPAA-compliant cybersecurity planning. Delivered measurable reductions in incidents and supported compliance audits with zero findings.

Proposed Role for Paonia

As Project Lead, Dotun O. will oversee all JSL resources supporting the Town of Paonia. He will ensure **40 hours/week of IT coverage**, manage compliance oversight (CJIS), and coordinate SCADA IT support in alignment with the Town's existing



SCADA vendor. He will provide executive-level oversight, manage risk, and ensure that all deliverables meet quality, security, and reporting requirements.



Isaac F. – Technical Lead

Current Position: Jagaban Services, LLC – MSP Technical Lead

Education & Certifications

- M.S., Digital Forensics & Cyber Investigation
- B.S., Cybersecurity
- B.S., Advanced Data Communications
- Microsoft Certified: Azure Solutions Architect Expert
- Microsoft Cybersecurity Architect Expert
- Microsoft Certified Trainer
- CompTIA Cybersecurity Analyst (CySA+)
- Red Hat Certified System Administrator (RHCSA)

Core Competencies

- Enterprise IT Infrastructure & Cloud Engineering (Azure, Microsoft 365, Intune)
- Active Directory, Identity Management, and Hybrid Cloud Security
- Cybersecurity & Compliance (NIST 800-53, CJIS, HIPAA, FISMA)
- Disaster Recovery & Business Continuity Planning
- Microsoft 365 Security, Governance, and Endpoint Management
- IT Service Management (ticketing, SLAs, patching, monitoring)
- SCADA IT Support (server infrastructure, historian backups, segmentation)

Relevant Experience

- **Senior Systems Engineer – Federal Contractor (HUD OIG, TSA/DHS)**

Modernized Microsoft 365 and Azure environments, implemented hybrid identity solutions, and delivered disaster recovery planning. Ensured compliance with FISMA and NIST standards.

- **Senior Advisory Consultant – Deloitte**

Provided cyber risk and cloud security advisory for government and enterprise clients. Designed and implemented identity governance, data protection, and security monitoring solutions.

- **Operations & Systems Engineer – Federal & Nonprofit Clients**

Led enterprise-scale Active Directory migrations, implemented Microsoft Intune and SCCM, and architected secure hybrid environments. Supported high-availability DR designs and incident response.

Proposed Role for Paonia

As Technical Lead, Isaac F. will oversee day-to-day technical service delivery, with responsibility for **Microsoft 365 administration, cybersecurity compliance, disaster recovery planning, and IT infrastructure modernization**. He will also coordinate with Paonia's SCADA contractor to ensure secure IT support for SCADA servers, historian data, and backups, while maintaining compliance with CJIS and municipal IT standards.



Foday C. - Cloud Security & Compliance SME

Proposed Role: Cloud Security & Compliance SME

Current Position: Jagaban Services, LLC – Cloud Security & Compliance SME

Education & Certifications

- M.S., Cybersecurity Technology – University of Maryland Global Campus
- B.S., Information Systems Management – UMGC
- AWS Certified Security – Specialty
- AWS Certified Solutions Architect – Professional
- CompTIA Security+
- Microsoft Certified: Azure Security Engineer Associate

Core Competencies

- Cloud Security Architecture (AWS, Azure, hybrid environments)
- Cybersecurity & Compliance (CJIS, NIST 800-53, FedRAMP, HIPAA, FISMA)
- Identity & Access Management (IAM, Zero Trust, MFA, RBAC)
- Cloud Security Posture Management (CSPM) & Monitoring
- Data Protection & Encryption Standards
- Disaster Recovery & Business Continuity Planning
- Risk Assessments & Audit Readiness

Relevant Experience

- **Department of Justice / U.S. Marshals Service (via Federal Contractor)**

Designed and implemented secure cloud architectures for sensitive law enforcement data. Aligned systems with CJIS and NIST 800-53 requirements, ensuring compliance during audits.

- **HUD OIG – Cloud Security Engineer**

Led modernization efforts for AWS-hosted environments, implementing Zero Trust controls and encryption standards. Provided incident response and disaster recovery planning.

- **Healthcare & Nonprofit Clients – Cloud Security Specialist**

Delivered HIPAA-compliant cloud solutions, including identity governance, backup modernization, and risk assessments. Reduced audit findings and strengthened data security posture.

Proposed Role for Paonia

As Cloud Security & Compliance SME, Foday C. will provide **specialized expertise in CJIS alignment, cybersecurity strategy, and secure cloud integration** for the Town of Paonia. He will support Jagaban's technical team by ensuring compliance across IT services, guiding data protection standards, and designing resilient backup and disaster recovery solutions tailored for municipal operations.



Temitope A. – Operations Manager/ NOC Lead

Current Position: Jagaban Services, LLC – Infrastructure Operations SME

Education & Certifications

- B.Sc., Electrical & Electronics Engineering – University of Ilorin
- ITIL Foundation v3 Certified
- AWS Cloud Practitioner
- CompTIA Linux+
- Cisco CCNA, CCNP (expired but foundational knowledge retained)

Core Competencies

- IT Operations & NOC Management
- Incident & Problem Management (on-call incident manager, escalation bridges)
- Infrastructure Monitoring & SLA Enforcement
- Change Management & Access Control Processes
- LAN/WAN, DHCP, NAC, Firewall & Network Segmentation
- Datacenter Migration & Infrastructure Optimization
- Team Leadership & Cross-Functional Coordination

Relevant Experience

- **Operations Manager – NCI NIH (via Octo Consulting)**

Manages day-to-day IT infrastructure operations, including incident and problem management. Leads escalation bridges as on-call Incident Manager, coordinates root cause analysis, and enforces SLA-driven uptime. Oversees access control, change management, and security compliance for infrastructure systems.

- **Sr. NOC Engineer – Time Warner Cable Communications**

Led network operations center functions for global clients, including fault management, network troubleshooting, and escalation handling. Improved response time and resolution of critical incidents.

- **Telecommunications Engineer – Verizon**

Delivered telecommunications operations, LAN/WAN support, and datacenter maintenance. Provided network troubleshooting and managed infrastructure deployments.

Proposed Role for Paonia

As Operations Manager / NOC Lead, Temitope A. will ensure **continuous IT operations and incident response** for the Town of Paonia. He will:



- Oversee incident management, escalation processes, and SLA compliance.
- Coordinate Tier I–III support teams to ensure timely resolution of infrastructure issues.
- Monitor IT systems and networks to maintain uptime and reliability.
- Support change management and enforce access/security policies across IT services.
- Provide structured reporting on incidents, performance metrics, and service improvements.

Premchandhar S. – SCADA IT Infrastructure SME

Current Position: Jagaban Services, LLC – SCADA IT Infrastructure SME

Education & Certifications

- B.S., Electronics and Communication Engineering
- Cisco Certified Network Professional (CCNP)
- Palo Alto Networks Certified Security Engineer (PCNSE)
- CompTIA Security+

Core Competencies

- Network Infrastructure Engineering (LAN/WAN, SD-WAN, MPLS, VPNs)
- Firewalls, Segmentation, and Access Control (Cisco, Palo Alto, Juniper, Checkpoint)
- SCADA/Utility IT Support – historian servers, I/O server connectivity, redundancy planning
- ISP Failover & Redundancy (dual-WAN, LTE/Starlink, backup circuits)
- VoIP/Telecom Systems – migration, modernization, and integration with municipal operations
- Wireless & Secure Remote Access (Cisco, Aruba, NAC/ClearPass)
- Disaster Recovery & Business Continuity for Critical IT Systems

Relevant Experience

- **AT&T / Xcel Energy – Senior Network Engineer**

Designed and maintained secure network infrastructure supporting utility operations, including SCADA-adjacent IT systems. Implemented MPLS redundancy, firewall segmentation, and secure remote access for field engineers.

- **Enterprise IT & Telecom Projects – Avaya to Cisco Migration**

Led migration of legacy telephony systems to Cisco Unified Call Manager. Configured phones, gateways, and broadcast systems for municipal-scale users, ensuring reliable communication across sites.

- **Municipal & Rural Broadband Deployments**

Delivered ISP failover and secure connectivity solutions in rural settings. Designed dual-WAN redundancy and supported emergency communications resilience for municipal clients.

Proposed Role for Paonia

As SCADA IT Infrastructure SME, Premchandhar S. will ensure the **secure and resilient operation of Paonia's SCADA IT environment** in coordination with the Town's SCADA vendor. His role will focus on:



- Network Segmentation & Security – maintaining isolation of SCADA networks from general IT networks.
- Redundancy & ISP Failover – designing resilient connectivity for historian servers and SCADA operator access.
- Disaster Recovery Planning – supporting backup and recovery of SCADA servers and historian data.
- Coordination with SCADA Contractor – providing IT-level support while ensuring the Town’s vendor retains control of process operations.



Kayode A. – Cybersecurity & Cloud Infrastructure SME

Current Position: Jagaban Services, LLC – Cybersecurity & Cloud Infrastructure SME

Education & Certifications

- M.S., Cybersecurity – University of Maryland Global Campus
- B.S., Computer Science – Lagos State University
- AWS Certified Solutions Architect – Professional
- Microsoft Certified: Azure Security Engineer Associate
- CompTIA Security+
- Certified Ethical Hacker (CEH)

Core Competencies

- Cloud Security & Infrastructure (AWS, Azure, hybrid datacenter integration)
- Cybersecurity & Compliance (CJIS, FedRAMP, HIPAA, PCI-DSS, ISO 27001)
- Zero Trust Architecture & Identity Governance (IAM, MFA, RBAC)
- Vulnerability Management & Security Monitoring (SIEM, IDS/IPS, NGFW)
- Disaster Recovery & Continuity Planning (cloud and on-prem systems)
- Microsoft 365 Administration & Secure Collaboration
- DevSecOps Practices (automation, monitoring, patch pipelines)

Relevant Experience

- **Federal & State Agency Support – Cybersecurity Engineer**

Implemented cloud security controls and Zero Trust frameworks across AWS and Azure environments. Strengthened compliance with FedRAMP, HIPAA, and NIST 800-53 requirements.

- **Cloud Infrastructure Modernization – Public Sector & Enterprise Clients**

Designed secure hybrid cloud environments integrating Microsoft 365 and Azure AD. Deployed MFA, automated patching, and identity management policies to reduce risk exposure.

- **Governance, Risk, and Compliance (GRC) – Advisory Services**

Supported compliance assessments and audit readiness for organizations subject to HIPAA, PCI-DSS, and HITRUST. Provided remediation strategies that improved audit outcomes.

Proposed Role for Paonia

As Cybersecurity & Cloud Infrastructure SME, Kayode A. will ensure the Town of Paonia's IT environment remains **secure, compliant, and resilient**. He will focus on:



- Implementing and monitoring **CJIS-aligned controls** across IT and SCADA-related systems.
- Supporting **cloud integration** and modernization of backup/disaster recovery.
- Enhancing **cybersecurity monitoring and response**, including vulnerability management and patch automation.
- Working with the Project Lead and Technical Lead to maintain a **secure IT baseline** that supports municipal operations and regulatory requirements.

Chris N. – Tier III Systems Engineer

Current Position: Jagaban Services, LLC – Senior Systems Engineer

Education & Certifications

- M.P.S., Cybersecurity Strategy & Information Management – George Washington University
- B.S., Electrical/Electronics Engineering - ESUT
- Cisco Certified Network Associate (CCNA)
- Microsoft Certified Solutions Associate (MCSA)
- VMware Certified Associate (VCA)
- CompTIA Security+
- CompTIA Cybersecurity Analyst (CySA+)

Core Competencies

- Advanced Troubleshooting (Windows Server, Active Directory, DNS, DHCP, GPOs)
- Cloud & Virtualization (Azure, AWS, VMware, Hyper-V)
- IT Security & Compliance (patching, certificates, endpoint security, SOC support)
- Disaster Recovery & Backup Testing (on-prem & cloud)
- Identity & Access Management (IAM, MFA, RBAC, group policies)
- Automation & Monitoring (Jenkins, Nagios, Splunk)
- Network & Firewall Support (Cisco, VLANs, VPNs, perimeter security)

Relevant Experience

- **Senior Systems Engineer – Federal & Enterprise Clients**

Provided Tier III support for escalated IT incidents across servers, networking, and virtualization. Led patching operations using WSUS/BigFix, managed certificates, and supported SOC teams for compliance monitoring.

- **Infrastructure Modernization – Azure & VMware**

Migrated enterprise workloads to Azure and VMware hybrid environments, improving scalability and resilience. Configured IAM policies, implemented MFA, and secured data backups for disaster recovery.

- **Advanced Troubleshooting & Support**

Resolved high-severity incidents that could not be handled at Tier I/II, ensuring minimal downtime. Provided deep technical analysis and root cause remediation for persistent infrastructure issues.



Proposed Role for Paonia

As Tier III Systems Engineer, Chris N. will serve as the **final escalation point for complex IT incidents**. He will:

- Troubleshoot advanced server, cloud, and networking issues beyond Tier I/II capabilities.
- Lead patch management and compliance hardening (CJIS, NIST standards).
- Support SCADA IT infrastructure indirectly through server/network reliability.
- Conduct disaster recovery testing and provide root cause analysis for critical incidents.
- Ensure service continuity and secure IT operations for the Town of Paonia.

Abraham A. – Tier II Support Engineer

Current Position: Jagaban Services, LLC – Tier II Support Engineer

Education & Certifications

- B.S., Information Technology – BlueCrest College
- AWS Certified Solutions Architect – Associate
- Microsoft Certified: Azure Fundamentals
- CompTIA Security+ (in progress)

Core Competencies

- End-User & Help Desk Support (Tier I–II escalation)
- Microsoft 365 & SaaS Administration (Exchange, Teams, SharePoint, Google Workspace)
- Networking & Wireless Support (LAN/WAN, VLANs, Wi-Fi engineering, cabling)
- Cloud Platforms (AWS, Azure)
- System Administration (Windows Server, Active Directory, GPOs)
- Troubleshooting & Field Deployment (hardware, connectivity, access issues)
- Documentation, Ticketing, and SLA-Based Support

Relevant Experience

- **Network & IT Support Engineer – Ardent Mills**

Provided Tier II support for enterprise staff, including Microsoft 365, wireless, and network troubleshooting. Supported user onboarding, managed Active Directory accounts, and resolved escalated tickets.

- **IT Support Engineer – Kroger**

Delivered end-user IT support across multiple retail locations. Maintained LAN/WAN connectivity, resolved workstation and SaaS platform issues, and escalated unresolved incidents to senior engineers.

- **IT Technician – GMC**

Provided municipal-level IT support, including workstation setup, user support, and wireless network deployment. Ensured continuity of services.



Proposed Role for Paonia

As Tier II Support Engineer, Abraham A. will provide **frontline troubleshooting and advanced end-user support** for the Town of Paonia. He will:

- Handle incidents escalated beyond Tier I, including network, wireless, and Microsoft 365 issues.
- Provide on-site troubleshooting and ensure timely ticket resolution under SLA guidelines.
- Assist with SCADA IT support indirectly through secure network and connectivity management.
- Act as a bridge between Tier I coverage and Tier III escalation, ensuring minimal downtime and high service quality.

Kazeem M. – IOT & Wireless Infrastructure Engineer

Current Position: Jagaban Services, LLC – IoT & Wireless Infrastructure

Education & Certifications

- B.S., Mechanical Engineering – University of Port Harcourt
- OSHA 10 Safety Certification
- Nokia Certified 5G RAN Professional
- CompTIA Security+

Core Competencies

- Wireless Infrastructure Engineering (LTE, 5G, CBRS, Private Wireless)
- IoT Solutions Design (LoRaWAN, smart sensors, utility telemetry)
- Radio Frequency Optimization (RF performance, KPI tuning, RAN systems)
- Network & Backhaul Integration (IP/MPLS, wireless backhaul, secure remote access)
- Linux, Kubernetes, and Python Automation
- Field Deployment, Testing & Troubleshooting (drive testing, site validation)
- Health & Safety Compliance (OSHA standards for field/utility work)

Relevant Experience

- **Wireless & IoT Engineer – Charter Communications**

Designed and optimized LTE and 5G networks for enterprise and municipal-scale deployments. Implemented CBRS/private wireless solutions for utilities and industrial IoT applications.

- **IoT & LoRaWAN Deployments – Verizon**

Integrated IoT sensor platforms with cloud analytics and secure network backhaul. Enabled predictive maintenance and remote telemetry for smart infrastructure.

- **RF Optimization & Wireless Performance Specialist - Sprint**

Conducted RF drive testing, KPI monitoring, and coverage validation for wireless networks supporting both enterprise and rural environments. Ensured reliable performance for critical operations.



Proposed Role for Paonia

As IoT & Wireless Infrastructure SME, Kazeem M. will focus on **enhancing Paonia's SCADA and IT environments through secure and resilient wireless connectivity**. He will:

- Support telemetry integration by ensuring IoT devices and wireless links securely connect into SCADA/IT systems.
- Provide expertise in wireless redundancy and private LTE/5G options for rural municipal coverage.
- Ensure **RF performance and safety standards** are met during deployment.
- Contribute innovative approaches such as IoT-enabled utility monitoring and predictive analytics.

LanceSoft, Inc.'s RFQ Response

Town of Paonia
Professional Managed IT Services
RFQ 2025-05

Submitted by:

LanceSoft, Inc.
2121 Cooperative Way, Suite 130,
Herndon, VA, 20171, United States
Phone: (+1) 914 217 9600
Fax: 703-889-6500

Point of Contact: Venkat Ramamohan
Phone: (+1) 914 217 9600
E-mail: marketing@lancesoft.com

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DUNS: 154610971
TIN: 54-1974095

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1. PROPOSER SUBMISSION CHECKLIST & INTRODUCTORY LETTER

1.1 Introductory Letter

Offer Reference No: 2025/RFP/ L01640

RFQ 2025-05

30-Sep-25

To:

Mr. Stefen Wynn

Town Administrator & Treasurer

Town of Paonia

Email: StefenW@TownofPaonia.com

Subject: Response to **Town of Paonia – Professional Managed IT Services**

Dear Madam/Sir

On behalf of the entire team at LanceSoft, I am pleased to present our collective response to the **Town of Paonia for Professional Managed IT Services RFQ**. We appreciate the opportunity to propose our services. Our response to the above solicitation is 100 percent compliant with all requirements and in many cases, we exceed the requirements to provide the **Town of Paonia** with a high-value solution to the requirement.

Established in 2000, LanceSoft is a privately-owned S corporation, headquartered at 2121 Cooperative Way, Suite 130, Herndon, VA, 20171. LanceSoft has over 25 years of experience in providing IT, consulting, cybersecurity, engineering, scientific, and professional services to companies across diverse domains and geographies worldwide. LanceSoft operates through a network of more than 28 offices throughout North America, Canada, including additional offices in India, Hong Kong, Mexico, the Philippines, and various European and Asian countries.

We take pride in our strong partnerships with top companies and our deep relationships with IT and non-IT consultants across the globe. Our extensive experience and global presence uniquely position us to deliver high-quality solutions tailored to meet the specific needs of our clients.

Our Understanding

We understand that the Town of Paonia seeks more than ticket resolution it requires a strategic Managed Services Provider (MSP) to safeguard its technology environment, ensure compliance, and guide long-term modernization. The Town's IT footprint spans 23 staff, multiple municipal facilities (Town Hall, Police Department, Public Works, Water and Wastewater Treatment Plants, Town Park, and satellite sites), and a wide range of platforms including Microsoft 365, Caselle Clarity ERP, SCADA, Spillman public safety systems, ArcGIS/ESRI, Adobe, Laserfiche, Flowpoint Water+, and Verkada surveillance.

Key priorities we recognize include:

- **Security & Compliance:** Meeting CJIS Level 4 requirements, adhering to Colorado HB 21-1110, and aligning with NIST/CIS best practices.

- **Operational Continuity:** Proactive monitoring, rapid remote response, and on-site availability with defined SLAs (1-hour critical response, 4-hour on-site for emergencies).
- **Disaster Recovery & Business Continuity:** Developing a fully documented and tested DR/BCP framework to replace fragmented processes.
- **Infrastructure Modernization:** Replacing and migrating the aging 2016 server, refreshing workstations, and expanding secure network architecture across facilities.
- **Strategic Partnership:** Providing clear reporting, lifecycle planning, and proactive recommendations for backup internet, licensing optimization, and long-term IT investments.

We further acknowledge receipt of **Addendum #1** and confirm our understanding of clarifications regarding SIPA support, server migration, SCADA connectivity, licensing management, and service delivery expectations.

We appreciate the opportunity to submit our proposal and look forward to the possibility of partnering with you on this project.

CONTACT FOR THIS PROPOSAL

I, **Mr Venkat Ramamohan**, as the undersigned representative of **LanceSoft, Inc.** hereby confirm my role as the Point of Contact (POC) for **Town of Paonia** during the execution of the project. I am duly authorized to sign the enclosed offer and act as the designated negotiator for any resulting contract. You may contact me via phone at (+) 914 217 9600 or via email at marketing@lancesoft.com

We now look forward to associate with your department for a long term and mutually beneficial business relation. Should you require any further information, we shall be pleased to provide the same.

Respectfully,



Mr. Venkat Ramamohan
Senior Vice President
For LanceSoft, Inc.,

1.2 Proposer Submission Checklist

Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements



Proposal submitted as a single **PDF document**



File clearly titled: **“RFQ 2025-05 Professional Managed IT Services”**



Vendor name and address included on cover page or header



Submitted **only by email** to:

- **Paonia@TownofPaonia.com**
- **cc: StefenW@TownofPaonia.com**



Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)



No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.

Proposal Content



Introductory Letter (on firm letterhead)

- Addressed to **Stefen Wynn, Town Administrator & Treasurer**
- Contact information (name, mailing address, phone, email)
- Acknowledgement of addenda
- Signed by authorized representative



Team Qualifications & Experience

- Firm history and qualifications
- Roles and responsibilities of key personnel
- One-page résumés of primary staff

-
- Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance



Project Approach, Scope of Work, and Deliverables

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies



Relevant Experience and References

- Minimum of three (3) references with name, email, address, and phone number



Responsiveness to Project Schedule

- Statement of availability and capacity to meet deadlines



Cost Proposal

- Detailed costs broken down by key areas of need



Statement of Acceptance

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation



Proposal reviewed for completeness and accuracy



Proposal submitted before deadline

2. TEAM QUALIFICATIONS & EXPERIENCE

Company Name	LanceSoft Inc.
Company Website	http://www.lancesoft.com
Company Address	2121 Cooperative Way, Suite 130, Herndon, VA, 20171, United States
Company Phone Number	(+1) 914 217 9600
Company Email Address	marketing@Lancesoft.com
Age of the Company	25 years
Size of the Company	650+ employees
Year of Incorporation	2000

Founded in 2000, **LanceSoft, Inc.** is a nationally recognized provider of **Managed IT Services, Cybersecurity Solutions, and Strategic Technology Consulting** for government and enterprise clients. Headquartered in Herndon, Virginia, with regional delivery centers across the U.S., LanceSoft combines scale, agility, and technical depth to support complex IT environments with 24x7x365 responsiveness.

We operate under a **Follow-the-Sun service delivery model**, providing continuous monitoring, incident response, and proactive support. This ensures uninterrupted service continuity, rapid resolution of incidents, and seamless transition of responsibilities across geographically distributed teams—critical for municipalities such as the Town of Paonia, where technology underpins public safety, utilities, and day-to-day operations.

Core Capabilities Relevant to RFQ 2025-05

- **IT Infrastructure Management** – Administration and lifecycle support for servers, workstations, networks, and cloud platforms, including Microsoft 365 and Azure.
- **Security Operations** – 24/7 monitoring, firewall and endpoint management, intrusion detection/prevention, MFA enforcement, and CJIS-compliant remote access.
- **Disaster Recovery & Business Continuity** – Development, documentation, testing, and execution of DR/BCP frameworks tailored to municipal operations.
- **Compliance & Governance** – Expertise in **CJIS**, Colorado HB 21-1110, and industry standards (NIST, ISO 27001, SOC 2).
- **Onsite & Remote Support** – Tier I through Tier III coverage, with SLA-driven remote response and rapid onsite dispatch for critical incidents.

Certifications Demonstrating Quality & Security

- ISO/IEC 27001 – Certified Information Security Management System.
- SOC 2 Type II – Attested for security, availability, processing integrity, confidentiality, and privacy.
- Certified Minority & Disadvantaged Business Enterprise (MBE/DBE).

Technical Staff Credentials

Our personnel hold leading certifications including:

- **Microsoft Certified:** Azure Administrator, M365 Enterprise Administrator Expert, Security Operations Analyst.
- **CompTIA:** Security+, Network+, A+.
- **Cybersecurity:** CISSP, CISM, CEH, GSEC.
- CJIS Level 4 clearance (for public safety support).

Our team includes dedicated Microsoft 365 engineers, security compliance specialists, DR/BCP planners, and municipal IT experts. All services are delivered by direct employees of LanceSoft, ensuring quality, accountability, and adherence to the Town's compliance requirements.

Key Resources

At LanceSoft, we have assembled a team of highly skilled professionals whose qualifications and experience are directly aligned with the Town of Paonia's IT Managed Services requirements. Our personnel bring a proven track record of supporting municipalities, utilities, and public safety agencies, ensuring resilient IT operations, cybersecurity compliance, and reliable service delivery.

Role	Responsibilities	Certifications	Years of Experience
Account Manager	Acts as the single point of contact for service governance, escalations, and strategic planning; ensures client satisfaction and continuous improvement.	ITIL Foundation, strong client management background, experience with IT service delivery.	10-12 years
Tier I Helpdesk Analyst	Provides frontline support to Town staff for login issues, connectivity problems, and basic application troubleshooting through ITSM ticketing and remote tools.	CompTIA A+, ITIL Foundation, experience with Microsoft 365 support.	6-8 years
Tier II Systems Support Engineer	Handles escalated technical issues, provides advanced troubleshooting, and delivers on-site support for hardware, software, and network incidents.	CompTIA Network+, Microsoft Certified: Modern Desktop Administrator Associate.	6-8 years
Tier III Infrastructure & Cloud Engineer	Oversees server migrations, network design, and Microsoft 365/Azure administration, ensuring secure and scalable infrastructure operations.	Microsoft Certified: Azure Administrator, M365 Enterprise Administrator Expert, VMware or equivalent certifications.	6-8 years
Security & Compliance Specialist	Ensures adherence to CJIS requirements, Colorado HB 21-1110 accessibility compliance, and implementation of cybersecurity best practices.	CISSP, CompTIA Security+, Microsoft Security Operations Analyst, CJIS Level 4 clearance.	6-8 years

Key resources resume

Account Manager

Proposed Role: Engagement Oversight, Governance, Client Communication

Years of Experience: 10–12 Years

Certifications: ITIL Foundation

Summary

Account Manager with over a decade of experience overseeing **municipal, healthcare, and state IT managed services programs**. Acts as the single point of contact for governance, SLA compliance, and client satisfaction. Experienced in managing escalations, coordinating reporting, and ensuring IT programs align with **CJIS, HB 21-1110, HIPAA, and NIST CSF** standards.

Core Competencies

- Client governance, SLA oversight, and escalation handling
- Strategic IT planning for municipal and public safety environments
- Stakeholder communication and executive-level reporting
- Contract performance monitoring and continuous improvement

Relevant Project Experience

Texas Community Health Choice – Houston, TX

- Oversaw 24x7x365 ITSM-driven service delivery across 500 endpoints.
- Coordinated governance reporting and SLA compliance.
- Facilitated HIPAA and CJIS alignment for sensitive data.

Outcome: Achieved >99.95% uptime and improved service desk operations.

Gwinnett County Government – Georgia

- Managed transition from incumbent to unified MSP service model.
- Directed SLA compliance and accessibility compliance program delivery.
- Engaged county leadership through structured governance forums.

Outcome: Reduced incident response times by 40% and strengthened compliance posture.

Commonwealth of Massachusetts – Statewide Framework

- Coordinated account governance for multiple agencies.
- Standardized M365 tenant management and cross-agency reporting.
- Facilitated zero-trust adoption across CIO/CISO offices.

Outcome: Reduced IT costs by 15% and ensured statewide CJIS/NIST alignment.

Tier I Helpdesk Analyst

Proposed Role: Frontline IT Support, User Assistance, Ticket Management

Years of Experience: 6–8 Years

Certifications: CompTIA A+, ITIL Foundation

Summary

Helpdesk Analyst skilled in frontline user support, ticketing workflows, and **Microsoft 365 troubleshooting**. Provides first-call resolution for password, connectivity, and desktop issues. Experienced in municipal environments requiring strict compliance with **CJIS and HIPAA security standards**.

Core Competencies

- Microsoft 365 end-user support (Teams, Outlook, SharePoint, OneDrive)
- ITSM-driven ticketing, triage, and escalation
- MFA, conditional access, and endpoint login troubleshooting
- Customer service with compliance awareness

Relevant Project Experience

Texas Community Health Choice – Houston, TX

- Delivered Tier I support for 500 endpoints and multiple sites.
- Assisted with login, email, and MFA troubleshooting.
- Documented repeatable fixes in ITSM system for efficiency.

Outcome: Improved first-call resolution and reduced licensing redundancies by 20%.

Gwinnett County Government – Georgia

- Supported county staff across public safety, utilities, and citizen services.
- Triaged incidents and escalated to Tier II engineers.
- Provided accessibility-compliant end-user support.

Outcome: Boosted end-user satisfaction and improved IT response times.

Commonwealth of Massachusetts – Statewide Framework

- Delivered desktop and end-user Microsoft 365 support for multiple agencies.
- Supported zero-trust adoption with login and MFA end-user assistance.
- Maintained ticketing logs across shared state helpdesk systems.

Outcome: Enabled faster, more secure collaboration between agencies.

Tier II Systems Support Engineer

Proposed Role: Advanced Troubleshooting, Onsite Support, Municipal Application Support

Years of Experience: 6–8 Years

Certifications: CompTIA Network+, Microsoft Certified: Modern Desktop Administrator Associate

Summary

Systems Engineer with strong experience providing escalated troubleshooting, **onsite IT support, and specialized municipal application support**. Skilled in Caselle ERP, Spillman public safety, and ArcGIS/ESRI. Brings hands-on expertise supporting **SCADA systems and compliance with CJIS and HB 21-1110**.

Core Competencies

- Escalated troubleshooting and root cause analysis
- Onsite support for municipal applications
- Network and hardware diagnostics
- Specialized application support for public safety and utilities

Relevant Project Experience

Texas Community Health Choice – Houston, TX

- Supported escalated endpoint and application issues.
- Assisted with Intune device enrollment and M365 migration tasks.
- Delivered onsite remediation for connectivity problems.

Outcome: Reduced downtime and improved staff productivity.

Gwinnett County Government – Georgia

- Handled escalated Tier II support across county IT operations.
- Resolved workstation, network, and application incidents.
- Delivered onsite troubleshooting for law enforcement and utilities.

Outcome: Reduced recovery time for critical systems from days to under 4 hours.

Commonwealth of Massachusetts – Statewide Framework

- Provided escalated troubleshooting for desktops and servers.
- Supported cross-agency migrations and M365 standardization.
- Assisted with conditional access and endpoint hardening.

Outcome: Strengthened agency-wide resilience and improved compliance.

Tier III Infrastructure & Cloud Engineer

Proposed Role: Server Migration, Microsoft 365/Azure Administration, Network Design

Years of Experience: 6–8 Years

Certifications: Microsoft Certified: Azure Administrator, M365 Enterprise Administrator Expert, VMware Certified Professional

Summary

Infrastructure & Cloud Engineer experienced in **server migrations, Microsoft 365/Azure administration, and secure network design**. Skilled in hybrid cloud deployments, zero-trust adoption, and DR/BCP implementation for municipalities and state agencies.

Core Competencies

- Microsoft 365/Azure tenant management
- Virtualization and server migration (VMware/Hyper-V)
- Zero-trust design with MFA and conditional access
- Backup and disaster recovery validation

Relevant Project Experience

Texas Community Health Choice – Houston, TX

- Migrated infrastructure to Microsoft 365 with Intune and MFA.
- Configured backup validation and quarterly DR testing.
- Designed scalable hybrid network architecture.

Outcome: Delivered >99.95% uptime and strengthened resilience.

Gwinnett County Government – Georgia

- Led county-wide server replacement and VMware optimization.
- Consolidated storage and improved virtualization capacity.
- Designed secure, accessible networks for municipal services.

Outcome: Improved system performance and reduced incident recovery time.

Commonwealth of Massachusetts – Statewide Framework

- Directed M365 tenant optimization and license consolidation.
- Implemented zero-trust framework across multiple agencies.
- Supported DR/BCP framework with cross-agency exercises.

Outcome: Reduced operational costs by 15% and ensured statewide CJIS/NIST compliance.

Security & Compliance Specialist

Proposed Role: Cybersecurity, Compliance Oversight, CJIS & Accessibility Assurance

Years of Experience: 6–8 Years

Certifications: CISSP, CompTIA Security+, Microsoft Security Operations Analyst, CJIS Level 4 Clearance

Summary

Cybersecurity Specialist ensuring **CJIS, NIST, HIPAA, and HB 21-1110 compliance** across municipal and state IT environments. Skilled in risk assessments, vulnerability management, and security operations for **public safety, utilities, and government IT systems**.

Core Competencies

- CJIS Level 4 compliance oversight
- Security monitoring and incident response
- Vulnerability scanning and remediation
- Accessibility and regulatory compliance alignment

Relevant Project Experience

Texas Community Health Choice – Houston, TX

- Implemented MFA, conditional access, and endpoint security.
- Delivered CJIS- and HIPAA-compliant IT support.
- Conducted vulnerability scanning and compliance reporting.

Outcome: Strengthened data protection and achieved audit readiness.

Gwinnett County Government – Georgia

- Implemented multi-layered endpoint protection and monitoring.
- Ensured accessibility compliance for citizen-facing services.
- Conducted DR/BCP security testing and reporting.

Outcome: Reduced incident response times and bolstered county cybersecurity posture.

Commonwealth of Massachusetts – Statewide Framework

- Directed adoption of zero-trust security across agencies.
- Facilitated cross-agency security tabletop exercises.
- Aligned security controls with NIST CSF and ISO 27001.

Outcome: Enhanced statewide resilience and compliance readiness.

3. PROJECT APPROACH, SCOPE OF WORK, AND DELIVERABLES

Our Understanding

The Town of Paonia is seeking a qualified Managed Services Provider (MSP) to serve as a strategic partner in supporting and modernizing its diverse information technology environment. We understand that the Town requires more than ticket resolution; it needs a provider capable of ensuring secure, reliable, and compliant operations while guiding future technology investments. The Town's current IT footprint spans 23 staff members, multiple facilities (Town Hall, Police Department, Public Works, Water and Wastewater Treatment Plants, Town Park, and satellite sites), and a wide range of devices, applications, and IoT systems. This includes Microsoft 365, ERP (Caselle Clarity), SCADA platforms, Spillman public safety systems, ArcGIS/ESRI, Adobe, Laserfiche, Splashtop, and specialized platforms such as Flowpoint Water+ and Verkada cameras. Critical operations also extend to public safety (CJIS compliance), SCADA system connectivity, and public-facing services such as municipal websites (via SIPA) and community Wi-Fi.

We acknowledge the Town's priorities in:

- **Security & Compliance:** Meeting CJIS Level 4 requirements for the Police Department, adhering to Colorado HB 21-1110 accessibility standards, and aligning with industry best practices such as NIST and CIS where applicable.
- **Operational Continuity:** Delivering proactive monitoring, rapid remote support, and on-site response when needed, with SLA commitments of 1-hour response for critical remote issues and 4-hour on-site response for emergencies.
- **Disaster Recovery & Business Continuity:** Developing a fully documented and tested DR/BCP framework to replace current fragmented processes, ensuring reliable data protection and system restoration.
- **Infrastructure Modernization:** Spearheading upcoming initiatives such as server replacement/migration (the existing server has been in continuous operation since 2016), workstation refreshes, and expansion of secure network architecture across all Town facilities.
- **Strategic Partnership:** Providing clear reporting, asset lifecycle planning, and proactive recommendations for future technology investments, including backup internet solutions, improved remote access controls, and optimized licensing management.

We further understand that the Town seeks a cost-effective solution that balances day-to-day support (**Tier I helpdesk through Tier III advanced systems management**) with long-term planning, compliance assurance, and infrastructure resilience. Our approach will emphasize accountability, transparency, and responsiveness, ensuring that the Town can maintain secure, reliable, and future-ready IT operations.

Our tiered support framework (Tier I through Tier III) ensures a seamless continuum of IT services ranging from frontline helpdesk and escalation management to advanced infrastructure, cloud, and security operations. This layered approach not only resolves day-to-day issues efficiently but also enforces compliance, strengthens cybersecurity, and supports long-term modernization. Together, these tiers create the foundation for extending our methodology into Disaster Recovery, Business Continuity, and advanced security planning.



Tier I – Basic Desktop Support

Our Tier I support framework will establish a **centralized, first-line defense for user productivity** across the Town’s IT environment. At this level, we will deploy a dedicated IT Service Management (ITSM) platform that provides structured ticket intake, automated triage, and SLA-driven escalation paths. Unlike ad-hoc support models, our approach emphasizes workflow automation and knowledge capture meaning recurring incidents (e.g., password resets, Wi-Fi connectivity issues, M365 access errors) will be addressed through predefined runbooks and self-service knowledge base articles, reducing mean time to resolution (MTTR). Remote assistance tools will be hardened for compliance, ensuring session initiation requires user consent to maintain CJIS security integrity. All end-user devices, including laptops, desktops, and Apple iPhones/iPads, will be registered in a remote monitoring and management (RMM) platform, enabling real-time health checks, patch validation, and asset tracking directly from the Tier I service desk.

Peripheral support will be tightly integrated into this layer: printer queues, copier functions, and scanner operations will be monitored through device agents that generate proactive alerts before

failures impact users. To address the Town's current gap in structured support, we will design and implement a Tier I playbook library covering repetitive tasks such as onboarding new accounts, enforcing password rotations, re-imaging devices, and restoring basic network connectivity. These playbooks will not only accelerate support delivery but also form the baseline for compliance audits and service reporting. By combining ticketing automation, proactive monitoring, and controlled remote access, our Tier I model ensures that the Town's staff experiences rapid, secure, and predictable resolution of day-to-day IT issues, while feeding performance data directly into higher-tier escalation teams for continuous improvement.

Tier II – Escalated Desktop Support

Our Tier II support layer is designed to function as the **specialized escalation point** for issues that exceed the scope of routine troubleshooting. When incidents cannot be resolved at Tier I, they are seamlessly transferred into Tier II through our ITSM platform with full contextual logging, diagnostic data, and remediation history. This eliminates repetitive questioning and allows Tier II engineers to focus directly on root cause analysis. At this level, our technicians will leverage advanced diagnostic utilities, endpoint telemetry, and system event log correlation to identify persistent operating system failures, driver conflicts, endpoint performance degradation, or misconfigurations in municipal applications such as Caselle Clarity, Spillman public safety systems, or ArcGIS/ESRI.

While Tier I primarily delivers remote resolution, Tier II will provide a hybrid support model, combining advanced remote sessioning with scheduled and ad hoc on-site intervention. Consistent with the Town's service level expectations, our engineers will deliver on-site response within 4 hours for critical issues and within 1 business day for non-critical cases. To ensure minimal downtime for essential public services, Tier II engineers will coordinate directly with municipal department heads during high-impact incidents, implementing temporary containment strategies (e.g., provisioning loaner devices, rerouting network traffic, or isolating compromised endpoints) while working toward permanent remediation.

Additionally, Tier II will manage the integration and support of municipal peripherals and specialized platforms where deeper expertise is required. This includes coordinating with third-party vendors for multifunction printers and SCADA connectivity, while maintaining direct responsibility for ensuring secure network paths, firewall rule enforcement, and endpoint compliance. By adopting a forensic-driven troubleshooting methodology, our Tier II support ensures that escalated issues are not only resolved but also analyzed for systemic patterns, reducing recurrence and feeding back into Tier I playbooks and Tier III infrastructure planning.

Tier III – Advanced IT & Systems Management

Our Tier III services form the strategic backbone of the Town's IT ecosystem, addressing the most complex infrastructure, cybersecurity, and compliance requirements. At this level, we embed enterprise-grade systems management practices tailored for a municipal environment, ensuring not only stability of current platforms but also scalability for future growth. Central to this effort is

the modernization of the Town's core infrastructure, including the planned server replacement and migration executed through a phased approach that incorporates real-time replication, validation testing, and rollback protocols to guarantee zero data loss and minimal downtime.

In the cloud and identity management domain, we will deliver end-to-end Microsoft 365 and Azure Active Directory administration, including Intune-based device compliance policies, Conditional Access enforcement, MFA integration, and automated identity lifecycle management. This ensures that staff, elected officials, and public safety personnel access Town resources through zero-trust principles, with granular role-based access control aligned to CJIS security standards. Simultaneously, SharePoint and OneDrive environments will be restructured to enforce secure collaboration, redundant backups, and lifecycle policies that eliminate data sprawl while maintaining audit readiness.

From a security and monitoring perspective, Tier III engineers will implement multi-layered defense strategies, encompassing firewall optimization, intrusion detection and prevention, encrypted VPN access, and 24/7 behavioral monitoring of endpoints. Current gaps such as uncontrolled remote access will be remediated by deploying secure, auditable remote session solutions where user approval and session logging are mandatory for CJIS compliance. To strengthen resilience, our Tier III framework also introduces automated vulnerability scanning, patch orchestration, and compliance reporting mapped to NIST and CIS controls, ensuring the Town is not only compliant but proactively defending against emerging threats.

Finally, Tier III will serve as the Town's technology strategy and governance partner, delivering quarterly infrastructure reviews, license audits (notably for Microsoft 365, which currently requires rationalization), and proactive capacity planning. By blending operational rigor with forward-looking guidance, our Tier III services ensure the Town of Paonia's IT infrastructure evolves from a reactive support model into a secure, resilient, and future-ready digital platform that underpins municipal operations, utilities, and public safety.

Disaster Recovery & Business Continuity (DR/BCP) Methodology

Our approach to Disaster Recovery (DR) and Business Continuity Planning (BCP) is designed to transform the Town's current fragmented practices into a unified, resilient framework that ensures rapid restoration of services during outages, cyber events, or natural disasters. At present, the Town maintains basic backups with limited documentation and no formal testing; our methodology addresses these gaps through policy-driven design, technology standardization, and ongoing validation.



We begin by conducting a Business Impact Analysis (BIA) to prioritize critical systems such as SCADA platforms, Spillman public safety applications, Microsoft 365 data, ERP (Caselle), and core Town Hall servers. This allows us to establish Recovery Time Objectives (RTOs) and Recovery Point Objectives (RPOs) aligned with municipal operations and compliance requirements. Based on this analysis, we will implement a multi-layered backup strategy combining on-premises replication (for rapid local recovery) with cloud-based offsite storage (for geographic redundancy). Automated backup scheduling, encryption, and integrity testing will be embedded into the process, ensuring data protection without manual intervention.

To address resiliency, we will design and implement a comprehensive DR/BCP framework that includes:

- **Automated failover testing** of backups to validate recovery reliability.
- **Periodic tabletop exercises** with municipal leadership and IT stakeholders to simulate outage scenarios and validate response readiness.
- **Redundant connectivity solutions** (e.g., backup ISP such as Starlink, per Addendum guidance) to protect against internet failures.
- **Battery backup and UPS reinforcement** at critical sites (Town Hall, Police, Water/Wastewater plants) with lifecycle monitoring, while integrating with the Town's future generator planning efforts.

Documentation will be a cornerstone of this framework. We will deliver comprehensive DR/BCP runbooks covering step-by-step restoration procedures, escalation contacts, and cross-departmental responsibilities. These will be updated quarterly and linked to performance reporting so that DR readiness becomes part of the Town's governance cycle.

By embedding DR/BCP into the Town's operational fabric rather than treating it as a one-off project we will provide continuous assurance that mission-critical services remain resilient in the face of disruptions. This methodology not only ensures compliance and risk reduction but also instills public trust by safeguarding essential municipal services.

Identification of subcontractors and oversight processes

Our firm will not rely on subcontractors for the delivery of services under this engagement. All services including Tier I through Tier III support, Microsoft 365 and Azure administration, infrastructure management, cybersecurity compliance, SCADA connectivity, and Disaster Recovery/Business Continuity planning will be delivered exclusively through our in-house team. This approach ensures direct accountability, consistency in service delivery, and full compliance with the Town's security and governance requirements, including CJIS Level 4 support and Colorado HB 21-1110 accessibility compliance. By keeping all functions under a single managed services framework, we eliminate the risks associated with third-party coordination, fragmented oversight, and inconsistent performance.

Oversight will be centralized under our assigned Account Manager, who will be responsible for quality assurance, performance tracking, and direct communication with the Town Manager. All work will be logged, monitored, and reported through our ITSM platform, with results documented in weekly project updates and monthly support reports.

Explain how staff and user training will be incorporated

We recognize that effective IT services extend beyond systems management to empowering staff and end-users with the knowledge and confidence to operate securely and productively. Our training approach is designed to be practical, role-specific, and continuous, ensuring that both Town employees and leadership are prepared to leverage technology safely and efficiently.

1. End-User Training

- **Security Awareness & Phishing Prevention:** Regular interactive sessions to build awareness of cyber threats, phishing campaigns, and social engineering tactics.
- **Productivity Tools:** Hands-on workshops for Microsoft 365 applications (Teams, OneDrive, SharePoint) to optimize collaboration and secure file sharing.
- **Device Usage & Best Practices:** Guidance on mobile device management, secure remote access, and acceptable use policies to align with CJIS and municipal compliance standards.

2. Administrative & Leadership Training

- **Policy & Compliance:** Training for department heads and managers on CJIS requirements, Colorado HB 21-1110 accessibility compliance, and IT governance responsibilities.
- **Change Management Orientation:** Briefings on planned infrastructure or software changes to minimize disruption and prepare staff for transitions.
- **Disaster Recovery & Incident Response Exercises:** Tabletop drills with Town leadership to simulate outages or security events, ensuring readiness and familiarity with recovery procedures.

3. Training Delivery and Reinforcement

- **Multi-Format Options:** Training is delivered via a mix of onsite workshops, remote webinars, and self-paced digital modules.
- **Knowledge Base:** Development of a secure online knowledge repository with step-by-step guides and FAQs tailored to the Town's systems.
- **Ongoing Reinforcement:** Quarterly refresher sessions and targeted micro-trainings for new features, policy updates, or emerging security risks.

Through this layered training model, we ensure that Town staff are not only supported by technology but also actively enabled to use it effectively and securely, reducing user errors, strengthening compliance, and enhancing overall productivity.

Outline health, safety, and quality assurance/control practices

We recognize that IT operations directly support critical municipal services including public safety, utilities, and citizen engagement and must therefore be delivered with the highest standards of health, safety, and quality control. Our practices are designed to safeguard not only the Town's technology assets but also the staff and community that rely on them.

Health and Safety Practices

- **Secure Remote Access:** All remote support sessions require user consent and are logged, preventing unauthorized control and maintaining staff safety under CJIS compliance.
- **On-Site Protocols:** Our staff follow established municipal safety guidelines during onsite visits, including adherence to access controls at critical facilities such as the Police Department and Water/Wastewater Plants.
- **Device Hygiene:** Regular endpoint patching and malware prevention protect staff devices from becoming unsafe vectors for cyber threats.
- **Data Handling:** Sensitive data (law enforcement, finance, utilities) is handled under a least-privilege model, ensuring only authorized personnel access protected systems.

Quality Assurance and Control

- **ITSM Platform Governance:** All service requests and incidents are logged in our ITSM system, ensuring traceability, SLA adherence, and trend analysis.
- **Change Management:** Prior to implementing any upgrades, migrations, or hardware changes, we submit implementation plans to the Town Manager for review and approval, reducing risk of unplanned outages.
- **Testing and Validation:** New configurations, backups, or recovery procedures undergo validation testing before production deployment to confirm reliability and compliance.
- **Proactive Monitoring:** Continuous monitoring of servers, endpoints, and networks ensures early detection of anomalies, enabling resolution before they impact services.

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- **Periodic Reviews:** Quarterly service reviews with Town leadership assess performance, validate controls, and incorporate feedback for ongoing improvement.

Identify any innovative approaches, tools, or technologies

Our solution is designed not only to maintain the Town's current IT environment but to introduce forward-looking practices and tools that improve efficiency, enhance security, and reduce long-term costs. Key innovations include:

- **Unified IT Service Management (ITSM) Platform:** A cloud-based ticketing and workflow automation system that provides full visibility into service requests, SLAs, and asset management. This ensures transparency, accountability, and trend analysis to reduce recurring issues.
- **AI-Driven Threat Detection:** Integration of next-generation security monitoring tools that leverage machine learning to detect anomalous behavior, insider risks, and emerging cyber threats in real time.
- **Zero-Trust Security Model:** Implementation of conditional access, MFA, and device compliance checks that validate every connection before granting access to Town resources aligned with CJIS and NIST principles.
- **Automated Backup and Recovery Validation:** Continuous verification of backups through automated test restores, reducing the risk of untested or unusable recovery points.
- **Proactive Device Lifecycle Management:** Use of RMM (Remote Monitoring and Management) tools with predictive analytics to track device health, warranty status, and performance metrics, ensuring timely replacement before failure.
- **Collaboration Optimization:** Support for Microsoft Teams, SharePoint, and Power Automate workflows to streamline approvals, notifications, and interdepartmental communication reducing reliance on manual processes.
- **Accessible and Inclusive Technology:** Tools to ensure compliance with Colorado HB 21-1110 for website accessibility, paired with ongoing testing and reporting to validate compliance standards.

By embedding these innovations into our service delivery model, we ensure that the Town of Paonia benefits not only from reliable managed services but also from strategic technology advancements that strengthen security, compliance, and long-term operational efficiency.

4. RELEVANT EXPERIENCE AND REFERENCES

REFERENCE 1	
Name	Texas Community Health Choice
Address	Houston, TX
Telephone Number	+1 (713) 295-2313
Email	Richard.Hobbs@CommunityHealthChoice.org
Point of Contact	Richard Hobbs - Manager Information Security
Project Title	Integrated IT Managed Services Program – Texas Community Health Choice
Key Deliverables	• Delivered 24x7x365 Tier I–III IT support for approximately 500 endpoints and multiple satellite offices. • Migrated core infrastructure to Microsoft 365 with conditional access, MFA enforcement, and Intune device management. • Implemented disaster recovery and business continuity framework, including automated backup validation and quarterly failover testing. • Provided CJIS-compliant support for health data security, along with HIPAA alignment for sensitive information handling.
Outcome	Enabled a secure and resilient IT environment with >99.95% uptime across clinical and administrative systems, reduced licensing redundancies by 20%, and improved staff productivity through streamlined service desk operations and structured user training programs.

REFERENCE 2	
Name	Gwinnett County Government (Georgia)
Address	75 Langley Drive, Lawrenceville, GA 30046
Telephone Number	770-822-7905
Email	Melanie.Brooks@gwinnettcountry.com
Point of Contact	Melanie Brooks /IT Business Manager
Project Title	Municipal IT Infrastructure Modernization – Gwinnett County Government (Georgia)
Key Deliverables	• Transitioned county IT operations from an incumbent provider to a unified MSP model with ITSM-driven governance. • Delivered Tier I–III support across multiple facilities, including law enforcement, utilities, and public safety. • Conducted a county-wide server replacement and virtualization program, including storage consolidation and VMware environment optimization. • Implemented accessibility compliance program to align with state and federal regulations for public-facing digital services.
Outcome	Improved incident response times by 40% through ITSM automation, strengthened cybersecurity posture through multi-layered endpoint protection, and established a tested DR/BCP plan that reduced recovery time from several days to under four hours for critical systems.

REFERENCE 3	
Name	Commonwealth of Massachusetts
Address	Office of Financial Management – 7th 600 Washington Street, Boston, MA 02111
Telephone Number	617-348-5029
Email	Kara.Banderier@state.ma.us
Point of Contact	Kara Banderier/EOHHS IT Contractor Liaison
Project Title	Statewide IT Managed Services Framework – Commonwealth of Massachusetts
Key Deliverables	• Provided end-to-end managed IT services across multiple state agencies, encompassing desktops, servers, cloud services, and public safety networks. • Standardized Microsoft 365 tenant management, license optimization, and secure collaboration platforms. • Established zero-trust security framework with conditional access, MFA, and continuous monitoring across agencies. • Developed state-level disaster recovery and continuity strategies with documented response playbooks and cross-agency tabletop exercises.
Outcome	Enhanced resilience and compliance across state operations, reduced IT operational costs by 15% through vendor consolidation and license optimization, and enabled faster, more secure collaboration between agencies while ensuring adherence to CJIS and NIST standards.

5. RESPONSIVENESS TO PROJECT SCHEDULE

Phase	Timeline	Key Activities	Deliverables/Outcomes
Phase 1 – Transition & Onboarding	Weeks 1–4	• Kick-off with Town Manager and staff • Asset discovery & inventory validation • Ticketing/ITSM system deployment • Access rights audit & initial CJIS compliance review • Knowledge transfer from incumbent provider	• Transition plan approved • ITSM/ticketing operational • Asset baseline report • Onboarding of users into support framework
Phase 2 – Stabilization	Months 2–3	• Server replacement and migration (existing since 2016) • Microsoft 365 licensing audit & optimization • Remote access tool replacement • Firewall and endpoint hardening • Initial backup consolidation	• Successful server migration • Licensing optimization report • Secure remote access tool implemented • Initial DR/BCP draft
Phase 3 – Optimization & Compliance	Months 4–6	• Full DR/BCP development & testing • Accessibility compliance review • SharePoint & OneDrive optimization • Quarterly training sessions	• Documented/tested DR/BCP plan • Accessibility compliance report • Optimized collaboration tools • Trained end-users
Phase 4 – Continuous Operations	Month 7 onward	• Proactive monitoring & SLA-driven support • Quarterly on-site visits & reviews • Lifecycle management (devices, UPS, backup ISP) • Security posture reviews & compliance audits • Strategic IT roadmap updates	• Ongoing SLA compliance • Quarterly reports & roadmap updates • Improved resilience & uptime • Annual infrastructure and licensing review

6. COST PROPOSAL

LanceSoft provides a transparent, competitive, and flexible cost proposal that ensures high-quality project delivery.

Sl. No.	Service Description	Cost Yearly
1	TIER I – Basic Desktop Support	\$ 48,000.00
2	TIER II – Escalated Desktop Support	\$ 24,000.00
3	TIER III – Advanced IT And Systems Management a. Microsoft Managed Services and Cloud Administration b. Infrastructure and Device Management Security, Compliance, and Maintenance	\$ 24,000.00
4	Additional IT Support Services Requirements a. Security and User Training b. IT Change Coordination c. Data Backup and Duplication d. Employee Lifecycle Support e. Email Management and Security f. Authentication Management g. Technology Deployment and Configuration h. Equipment Lifecycle Management i. Desktop Telephone Service with Internet-Based Switchboard j. Security Camera Support k. Website Accessibility and Compliance	\$ 12,000.00

6.1 Commercial Terms and Conditions

- All prices quoted in US dollars are exclusive of any applicable taxes & duties if any and will be applicable additional at actuals during the time of billing.
- Payment Terms: Within 30 days from date of submission of invoice on Pro-rata basis monthly.
- Any change in the scope will be charged extra at actuals to **Town of Paonia**.
- If there is any significant variation beyond 10% in the US dollar exchange rate, we shall provide our revised rate.

7. STATEMENT OF ACCEPTANCE

LanceSoft, Inc. hereby acknowledges receipt of RFQ 2025-05 – Professional Managed IT Services issued by the Town of Paonia, Colorado. We have reviewed and understand all terms, conditions, and requirements set forth in the RFQ and agree to fully comply with them. LanceSoft accepts the Town's general terms and conditions without reservation.

Authorized Representative:

Mr. Venkat Ramamohan



Senior Vice President

For LanceSoft, Inc.,

8. APPENDIX

Please find the attached appendix given below.

1. Insurance Certificate
2. Addendum



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2025

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 Marsh & McLennan Agency LLC 20 North Martingale Road Schaumburg IL 60173	CONTACT NAME: Laura Karr PHONE (A/C, No, Ext): (847) 247-3042 E-MAIL ADDRESS: Laura.Karr@MarshMMA.com	FAX (A/C, No): (847) 440-9126
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : CONTINENTAL CASUALTY COMPANY		20443
INSURER B : PHILADELPHIA INDEMNITY INSURAN		18058
INSURER C : ZURICH AMERICAN INSURANCE COMP		16535
INSURER D : Tokio Marine Specialty Insuran		23850
INSURER E : Midvale Indemnity Company		27138
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1231823988**REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:			PHPK2573591004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
D	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PPK2574633002	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			PHUB871363004	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC277362304	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B E	Crime - Third Party Professional Liability (E&O) EPLI			2087274915 PHPK2573591004 BCP04699602	7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	Occ/Agg: 5,000,000 Occur: 1,000,000 Occ: 1,000,000 Ded: 50,000 Agg: 3,000,000 Agg: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

Excess Commercial Umbrella - Policy#100042883206 - Effective: 7/1/2025 Expiration: 7/1/2026 - Occurrence: 5,000,000 General Aggregate: 5,000,000 - Insurer affording coverage: Liberty Insurance Underwriters, Inc. The Excess Umbrella sits over the General Liability and Employers Liability.

Excess Employment Practices Liability - Policy#S0008EL00025602- Effective: 7/1/2025 Expiration: 7/1/2026 - (\$2M Occurrence/Aggregate Limit; \$0 Deductible)- Insurer Affording Coverage: Accelerant Specialty Insurance Co. The Excess Employment Practices Liability sits over the Employment Practices Liability Policy.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Proof of Insurance

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

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency LLC		NAMED INSURED LanceSoft, Inc. 2121 Cooperative Way, Suite 130 Herndon VA 20171
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Insured owns no Autos.

Excess Hired & Non-Owned Automobile - Policy#RTSXS00149- Effective: 7/1/2025 Expiration: 7/1/2026 - \$1M Limit- Insurer Affording Coverage: Underwriters at Lloyds of London. Excess Auto policy extends coverage to the Hired & Non-Owned Auto policy.

Cyber and Tech E&O (Network Security & Privacy) - Crum & Forster Specialty Insurance Company - 7/1/2025-7/1/2026 - TCM109210 - Per Claim/Agg. \$5,000,000

Workers' Comp policy includes coverage for the State of Massachusetts.



RFQ 2025-05 IT SERVICES ADDENDUM #1

1. GENERAL ENGAGEMENT AND INCUMBENT

Q: What are the primary drivers for issuing this RFQ now?

A: The Town of Paonia issues competitive solicitations for continuing service contracts every three to five years in alignment with the best practices of the Government Finance Officers Association. This ensures transparency, cost competitiveness, and an opportunity to evaluate the evolving technology marketplace.

Q: Is there an incumbent provider, and are they eligible to bid?

A: Yes. Phonz+ is the incumbent provider and is eligible to submit a proposal under this RFQ.

Q: What were the last budget allocations for this contract?

A: The Town does not publish historical contract amounts as part of this RFQ. Proposers should provide cost-competitive pricing based on the Scope of Services. All budgeted funds for FY-2025 can be found within the Town's website: <https://townofpaonia.colorado.gov/government/paonia-budget-financial-information>.

Q: Has a budget range been established for this engagement?

A: A specific budget range has not been established. Proposals should clearly define service levels and associated costs so the Town can evaluate overall value. All budgeted funds for FY-2025 can be found within the Town's website: <https://townofpaonia.colorado.gov/government/paonia-budget-financial-information>. Proposers should provide competitive pricing based on the scope of services.

2. SCOPE OF SERVICES AND RESPONSIBILITIES

Q: Phones are currently leased. Should vendors support existing phones, recommend new phones, or both?

A: Vendors should recommend new solutions. It is uncertain how long the Town will have the phone system at Town Hall if the current agreement were to terminate. The Town is open to evaluating modern alternatives if cost-effective.

Q: Should services include support for SIPA (Statewide Internet Portal Authority)?

A: Yes. The Town relies on SIPA services for website hosting and related functions. Vendors must demonstrate the ability to support compliance and integration.

Q: What are the vendor responsibilities for SCADA systems?

A: The Town operates supervisory control and data acquisition (SCADA) platforms for water and wastewater utilities. Vendor responsibilities are limited to network security, server support, and connectivity. The Town's utility staff and engineering partners will remain responsible for operational programming. The SCADA systems operate at two satellite facilities outside of Town Hall at both the Water Plant located about 2 miles outside of town and at the Wastewater Treatment Plant off of Highway 133, also about 2 miles outside of Town.

Q: What about Motorola Radio Solution?

A: Motorola radios are used for public works and public safety communications. Vendor responsibilities are limited to ensuring network connectivity, firewall integration, and security. Programming and licensing remain with the Town's radio service provider. The Town is also interested in pursuing activation and utilization of its license for radios for Public Works purposes.

Q: Specialized municipal platforms?

A: The Town uses several specialized applications for municipal operations (e.g., platforms such as Caselle for finance and community development, Spillman for public safety, GIS software through ESRI and ArcGIS). The Town also utilizes web-based programs such as Verkada security camera platforms, splashtop for remote viewing the water treatment plant, and Water+ through Flowpoint environmental systems for bulk water filling station (this will require server connectivity and point-to-point connections). The Town plans to drop iWorQ as a software vendor for lack of support and not meeting needs, but the Town will keep their platform for textmygov. The Town also utilizes Apple Business Manager for mobile phone support and Geotab for GPS tracking police vehicles.

Vendors are expected to provide server, connectivity, and endpoint support but not application-level programming.

Q: Spillman mobile software licenses?

A: The Town currently holds seven Spillman mobile licenses. Vendors should provide device support and connectivity. Yes, it is imperative that the Town's consultant is CJIS certified as Access Vendors. The most competitive firm will also be able to prove the ability to work with sheriffs departments. The Town currently receives CAD support from the Delta County Sheriff's office.

Q: Should the vendor manage all IT/security software purchases and true-up processes?

A: Yes. The Town expects the MSP to manage licensing, renewal schedules, and compliance with vendor contracts, in coordination with Town staff. This is especially important for ensuring that the Town maintains access with software such as: Microsoft office suites, adobe suite (including adobe express), and bluebeam for reviewing and marking up construction documents.

3. SECURITY AND COMPLIANCE

Q: What frameworks, standards, or tools are presently in use beyond CJIS and HB 21-1110?

A: The Town requires compliance with CJIS and Colorado HB 21-1110. No additional frameworks are mandated, though vendors are encouraged to follow industry best practices (e.g., NIST, CIS).

Q: What existing security software does the Town use besides Microsoft Defender?

A: It is unknown what current security software exists beyond Microsoft Defender. Vendors may recommend additional solutions if more effective. The town's current provider uses a program that allows remote access at any time without any user control. This is problematic, especially for maintaining CJIS compliance. Vendors are encouraged to recommend remote viewing software for IT assistance similar to logmein or teamviewer.

Q: Have there been adverse security events in the past three years?

A: The Town has not experienced any significant cybersecurity incidents but maintains awareness of risks.

Q: Mobile device management?

A: The Town currently issues twenty-one (21) corporate iPhones. Vendors may recommend mobile device management (MDM) solutions, including coverage for personal devices used for Town business, provided they comply with privacy and HR policies. The Town also has six (6) geotab devices through T-Mobile.

4. DISASTER RECOVERY, BUSINESS CONTINUITY, AND BACKUPS

Q: Does the Town have DR/BCP plans?

A: The Town maintains basic backup and recovery procedures but does not have a fully developed DR/BCP framework. Vendors are expected to provide planning, documentation, and testing. The Town utilizes disparate systems for backup including Laserfiche software for archiving and standalone external hard drives for backing up recorded meetings of the Town.

Q: Have these plans been tested?

A: The Town's current procedures have not undergone formal testing.

Q: Will vendors have access to existing plans?

A: Yes. Vendors will be provided with the extremely limited documentation as a starting point.

Q: What backup/duplication software is in use?

A: Unknown.

5. INFRASTRUCTURE AND TECHNOLOGY ENVIRONMENT

Q: Can the Town provide infrastructure details?

A: Yes. General specifications are as follows (vendors should confirm during onboarding):

- Users: 23 full-time staff (plus seasonal/part-time).
- Endpoints: 30 laptops and other devices for accessing the Town's network.
- Servers: One server. The Town needs to replace and migrate this server since it has been in continuous operation since 2016. The most successful proposals will include a succinct server migration plan.
- Network: One firewall and numerous switches – the successful proposal will have a plan for networking and security that includes Town Hall including the attached police department with enhanced security and access needs, the public works shop where the bulk water filling station is located, the Water Treatment Plant which includes SCADA and splashtop, and the Wastewater Treatment Plant.
- Printers/Copiers: the copier and printer is maintained and managed by All Copy Products, but there are numerous other small printers throughout the Town's employ.
- Surveillance: The Town is in the middle of installing security cameras at all town parks, facilities, and buildings. The system used is Verkada and it is its own separate platform and software. The only requirements are maintaining servers, security and networking for the camera system.
- Public Wi-Fi: two access points – one in town hall and another in the Town Park (with very limited security).
- IoT: Bulk water filling station at the Public Works shop has a computer that accesses the internet and directly connects to another endpoint at the Town Hall; the Town uses Geotab to track police vehicles; the Town is looking at getting security badges and installing access management points throughout Town Hall; the Town has sensors at the water plant and wastewater plant including an autodialer.

Q: How many facilities and satellite sites?

A: Town Hall, Public Works facility, Water Treatment Plant, Wastewater Treatment Plant, and Police Department (attached to the Town Hall, but with enhanced security access), plus the Town Park and Ellen Smith Teen Center satellite locations.

Q: Which ISP is in use? Does the Town use Starlink backup?

A: The Town's primary ISP is elevate. Starlink is not currently used but may be evaluated as a backup solution. Currently, the Town operates with no backup internet provider, the most competitive proposals will suggest a backup solution.

Q: Battery backup connections?

A: Battery backup should extend to critical facilities: Town Hall servers, Public Works, Police, and utilities. The Town does not have any backup power generators at any of its critical facilities. The Town has begun to plan for the procurement and installation of generators, but does not currently have any in operation. The Town's batter backups are continuously going down every and being replaced.

6. SERVICE DELIVERY EXPECTATIONS

Q: On-site vs remote support expectations?

A: The Town anticipates the majority of support will be remote, supplemented by on-site visits as needed. Proposers should budget for at least quarterly proactive site visits, plus on-call availability for emergencies. There have been several serious circumstances that required onsite visits with IT needs. The Town is planning a large purchase of workstations for police, general staff, and public works staff, including upgrading its servers and security systems and will need the selected IT provider to spearhead and champion the successful implementation of these projects.

Q: What are SLA expectations?

A: The Town requires:

- Remote response: within 1 business hour for critical issues.
- On-site response: within 4 hours for critical issues, 1 business day for non-critical.
- Resolution targets: within 24 hours for critical issues, 3 business days for standard tickets.

Q: Hours of support required?

A: Core coverage must include 8:00 AM–5:00 PM Monday–Friday, with 24/7 emergency availability for critical systems (utilities, police, Town Hall servers). The Town

Q: Internal staff involvement?

A: The Town Administrator and designated staff will serve as points of contact. The MSP is expected to handle day-to-day IT operations and escalations.

Q: Do Tier I playbooks exist?

A: No. Vendors are expected to create Tier I helpdesk playbooks for recurring activities.

7. SOFTWARE, LICENSING, AND TOOLS

Q: Which software does the Town own vs. vendor must provide?

A: The Town currently owns licenses for Microsoft 365 (through its current IT service provider), Adobe suite, Caselle, Spillman (Motorola Solutions), Esri and ArcGIS. The vendor must provide tools for monitoring, security, and ticketing.

Q: Ticketing system currently used?

A: The Town does not currently use a dedicated ticketing system. Vendors must provide and manage one.

Q: Microsoft licensing?

A: The Town uses too many Microsoft 365 accounts purchased through Phonz+ (incumbent), and an audit of licensing is definitely necessary.

Q: When was the last review of Microsoft settings?

A: The last comprehensive review occurred Unknown. Vendors are expected to perform an updated configuration review.

8. REPORTING AND PROJECT MANAGEMENT

Q: Preferred reporting formats?

A: The Town has no prescribed templates. Vendors should propose formats for weekly project status reports, monthly summaries, and asset lifecycle documentation.

9. STRATEGIC PARTNERSHIP

Q: Is the Town seeking ticket management only or a strategic partner?

A: The Town seeks a managed services provider that is both responsive to tickets and proactive in advising on long-term IT planning, cybersecurity, and infrastructure investments.

Q: What did the Town like/dislike about prior MSPs?

A: The Town values responsiveness and local presence. Improvements sought include clearer reporting, proactive planning, stronger cybersecurity guidance, and better ticket management.

10. PERSONNEL AND STAFFING

Q: What qualifications/certifications are required?

A: Key personnel should demonstrate appropriate certifications such as Microsoft (MCP, MCSA, or equivalent), CompTIA Security+, Network+, and experience with municipal or public sector clients. CJIS certification is necessary and any proposal that is silent on obtaining appropriate certifications and clearances may be disqualified.

Q: Required job titles?

A: Titles don't matter to us, but we'd like to make sure that we have a way of getting tickets in for support and we'd like to know an account manager and billing contact.



September 30th, 2025



Proposal to Town of Paonia, Colorado

RFQ-2025-05 Professional Managed IT Services

Submitted to:

Town of Paonia, Colorado
C/O Stefen Wynn, Town Administrator & Treasurer
PO Box 460
Paonia, Colorado 81428
Paonia@TownofPaonia.com
StefenW@TownofPaonia.com

Submitted by:

CamNet, Inc.
Taylor Gantt, Account Executive
999 18th Street, Suite 3000
Denver, CO 80202
(303) 879-1550 or (505) 469-0175
taylor@camnet.us



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SECTION 1A: INTRODUCTORY LETTER

Date: September 30, 2025
Re: RFQ 2025–05 Professional Managed IT Services

Dear Mr. Wynn,

Having worked with municipalities across Colorado and New Mexico, CamNet, Inc. understands the unique challenges of small towns, where every system supports essential services like water, safety, and community. Paonia, known for its orchards and mountain vistas, is exactly the kind of community we’re built to serve. We’re proud to submit this proposal in response to RFQ 2025-05 for Professionally Managed IT Services for the Town of Paonia.

CamNet, Inc. is a woman-owned business with over 30 years of experience in technology integration across education, government, and corporate sectors. CamNet, Inc. has a proven track record of delivering reliable, high-performance IT solutions that support all types of environments.

CamNet, Inc. certifies that we have reviewed and agreed to all terms and conditions outlined in this RFQ. We further confirm that we have received and reviewed the issued addenda during this process. As Chief Executive Officer, I authorize Taylor Gantt, Account Executive & Technical Sales, to serve as the single point of contact for this proposal. Taylor is available to address any questions or clarifications regarding our response and can be reached at taylor@camnet.us or (303) 879-1550. Taylor is based out of our Denver office and is Paonia’s Designated Account Executive.

We look forward to a mutually beneficial relationship with the Town of Paonia and are always a phone call away.

Sincerely,

Mollie Swisher

Mollie Swisher
Chief Executive Officer
CamNet, Inc.

SECTION 1B: SUBMISSION CHECKLIST

Proposer Submission Checklist

- ✓ RFQ 2025-05 Professional Managed IT Services, Town of Paonia, Colorado
 - All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ✓ Proposal submitted as a single PDF document
- ✓ File clearly titled: "RFQ 2025-05 Professional Managed IT Services"
- ✓ Vendor name and address included on cover page or header
- ✓ Submitted only by email to:

Paonia@TownofPaonia.com

Cc: StefenW@TownofPaonia.com

- Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)
- No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.

Proposal Content

- ✓ Introductory Letter (on Firm letterhead)
- ✓ Addressed to Stefen Wynn, Town Administrator & Treasurer
- ✓ Contact information (name, mailing address, phone, email)
- ✓ Acknowledgement of addenda
- ✓ Signed by authorized representative

Team Qualifications & Experience

- ✓ Firm history and qualifications
- ✓ Roles and responsibilities of key personnel
- ✓ One-page resumes of primary staff
- ✓ Demonstrated experience with Microsoft 365 managed services
- ✓ Experience with state and federal compliance

Project Approach, Scope of Work, and Deliverables

- ✓ Description of approach and methodology
- ✓ Identification of subcontractors and oversight methods (if applicable)
- ✓ Health, safety, and quality assurance practices
- ✓ Innovative approaches and technologies



Relevant Experience and References

- ✓ Minimum of three (3) references with name, email, address, and phone number

Responsiveness to Project Schedule

- ✓ Statement of availability and capacity to meet deadlines

Cost Proposal

- ✓ Detailed costs broken down by key areas of need

Statement of Acceptance

- ✓ Explicit acknowledgment and acceptance of the Town’s general terms and conditions

Final Confirmation

- ✓ Proposal reviewed for completeness and accuracy
- ✓ Proposal submitted before deadline



SECTION 2: TEAM QUALIFICATIONS & EXPERIENCE

YEARS IN BUSINESS AND FIRM HISTORY

CamNet, Inc. has been engaged in the design, implementation, and technical support of businesses and public entities in Colorado, Arizona, New Mexico, and since 1994 (30 years) and has been providing IT products and services directly relevant to the scope of this solicitation to schools, school districts, and local and state government since the early 2000s.

SERVICES OFFERED & QUALIFICATIONS/CERTIFICATIONS

CamNet, Inc. brings over 25 years of expertise and a proven track record delivering high-quality low-voltage and IT projects on time and within budget. Our core capabilities include managed IT services, low-voltage data and fiber cabling, network maintenance and optimization, video surveillance, VOIP and hosted VOIP telecommunications, paging/intercom/clocks, security and access control, AV systems, business continuity and disaster recovery, virtualization, video conferencing, and nurse call systems. We also specialize in Microsoft 365 managed services, providing full support from licensing and tenant configuration to security hardening, backup, and user training. With decades of experience supporting municipalities and public agencies, our team is trained and certified to ensure compliance with all applicable state and federal regulations, including CJIS security standards, data retention mandates, and accessibility guidelines. What sets CamNet apart is not just technical breadth but our commitment to excellence in customer service—our highly skilled technicians ensure that every project and every interaction is both productive and positive. Certifications include:

- | | |
|---------------------------|--|
| *Cisco Premier Partner | *CCNA (Cisco Certified Network Associate) |
| *A+ | *CCNA Voice (CCNA for VoIP & Comm. Manager) |
| *Security + | *CCNP (Cisco Certified Network Professional) |
| *Network + | *CCDA (Cisco Certified Design Associate) |
| *Dell Premier Partner | *TPM (BICSI Telecommunication Project Manager) |
| *Microsoft Silver Partner | *PMP (Project Management Professional) |
| *HP Certified Partner | *Dell Certified Technician |
| *Verkada Certified Sales | *Verkada Certified Engineer |

KEY PERSONNEL

List of Key Project Personnel: Our team includes certified professionals with expertise in deploying dozens of different systems and applications. The key personnel involved with this project with their short resume descriptions and bios are:

6	Arizona 5024 S. Ash Ave, Suite 101 Tempe, Arizona 85282 (480) 454-3757	Colorado 999 18 th Street, Suite 3000 Denver, Colorado 80202 (970) 306-6882	New Mexico 5501 Eagle Rock Ave. NE, Ste. E1 Albuquerque, New Mexico 87113 (505) 761-4500
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Mollie Swisher, CEO/Owner, mollie@camnet.us, (505) 504-0025

A Colorado native, Mollie prioritizes working with entities in her home state by helping them design and develop their IT systems to be the best in the region. As CamNet’s CEO and Owner, Mollie leads the development and execution of business growth through upholding our commitment to exceptional quality and financial stability. With an MBA, 22 years of relevant management experience, and a certification as a Project Management Professional (PMP), Mollie brings proven expertise in IT project management to this project. She will oversee a core project team comprising Operations Management, Account Management/Technical Sales, Quality Assurance, Purchasing/Procurement, and Contract Oversight, ensuring the application of industry best practices to deliver successful outcomes for the Town of Paonia, CO.

Taylor Gantt, Account Manager for Colorado, taylor@camnet.us, (505) 469-0175

Taylor is responsible for finding the project, responding to the RFP, and serving as Paonia’s front-line account manager and single point of contact for current and future business. Taylor has been involved in account management for 20 years in several different industries, including construction, education, IT, and managed services. Taylor will serve as the primary point of contact until the project is awarded. Taylor holds an MBA from the College of Santa Fe and is a certified Verkada Sales Associate and certified Verkada Engineer (Certificate ID 1EC9-D242-981A) in addition to being a certified Sophos Sales Consultant.

Jason Broach, MSP Operations Manager: With seven (7) years at CamNet, Inc. Jason and his MSP team oversee the operations, monitoring, and network infrastructure of over 50 organizations, ensuring seamless IT performance and security. As a network administration specialist, he manages multiple CRMs, Microsoft platforms, and various vendor applications, providing expert support across diverse IT environments. Jason also has a strong background in routing and switching and currently holds a CCNA certification, demonstrating his expertise in network design, configuration, and troubleshooting. He holds numerous Sophos credentials in addition to an AA in Computer Information Technology with a concentration in Network Administration from Central New Mexico Community College and a BA in Psychology and Sociology from the University of New Mexico.

Zane Boven, Senior Network Technician: Zane has worked with CamNet for eight (8) years, starting as a network technician and gradually being promoted to Operations Manager and currently serves as a Senior Network Technician. Zane has extensive experience with Cisco IOS network infrastructure and is experienced in network and server design, deployment, and maintenance. Some projects Zane is most proud of are completing the design, deployment, and maintenance of multiple city and school networks such as the Taos Municipal School District and Taos County network, the Zuni Public School District Network, and the Shiprock Associated Schools network. Zane holds a BBA with a concentration in Management Information Systems from the



University of New Mexico and is passionate about martial arts and has served as an instructor at the Blackman Taekwondo Academy in Albuquerque.

INSTALLATION & AVAILABILITY: Because of the nature of this proposal and it's alignment with our core IT competencies, we are confident in our ability to have available personnel commissioned in a timely manager for the deployment of this RFQ to the Town of Paonia, CO.

BENEFITS OF WORKING WITH CAMNET, INC.

- **RELATIONSHIPS:** Relationships with our clients is a cornerstone value of CamNet, Inc. It allows us to foster long-term partnerships based on open and pragmatic communication to solve the challenges the Town of Paonia will face. We've seen it all. We'll get through it together.
- **STRATEGIC PLANNING:** We can assist and advise the Town of Paonia on Security, Mobility, Cloud, E-commerce, and developing technologies. This helps Paonia future-proof, save money, while also being efficient with financial and non-financial resources.
- **COMMUNICATION:** Monthly meetings to review MSP and performance levels.
- **PROACTIVITY:** Reactivity is where IT support becomes useless. Proactivity is where CamNet, Inc. differentiates itself. We set up your Managed IT Services to proactively monitor your network, often predicting problems before they occur.
- **SUPPORT:** 24/7 support from Network Administrators.
- **EVALUATIONS:** Network evaluations, referred to as "MMR" which at CamNet, Inc. stands for Monthly Monitoring Report. Our MMR's provide updates on equipment statuses and needed refreshes including PC's, servers, switches, firewalls and an overview of the network's general health.
- **EXPERTISE:** Help and advice from technology experts for repairing existing issues and, implementing new technologies.
- **SECURITY & BACKUPS:** Setup of secure backups to make sure critical information is safe and can be reliably restored. This is often overlooked to save money or, "that won't happen to us" mentalities.
- **CYBER-SECURITY:** We help ensure the most up-to-date cyber security measures, policies, and practices to prevent the Town of Paonia from being a victim to Cybercrime, which is continually on the rise.
- **DOCUMENTATION:** We take pride in our documentation of the existing network and ongoing documentation of changes and additions. This helps provide continuity for the Town of Paonia, regardless of who your IT provider is.



SECTION 3: APPROACH, SCOPE, AND DELIVERABLES

PROJECT APPROACH

While the Town of Paonia is small in population, it’s need for comprehensive IT services to support its municipal operations, town council, and essential infrastructure, including the water and wastewater treatment plants is not “small” at all. Our team understands the town's need for secure, reliable, and efficient IT systems, including network management, cloud services, cybersecurity, software support, and surveillance camera integration. CamNet, Inc. will ensure that all hardware, software, and network environments function seamlessly, minimizing downtime and maximizing security. We’ll try to have some fun with your staff, too. Life is too short not to smile at work.

CamNet, Inc. recognizes the need for 24/7 IT support, rapid response times for system outages, and onsite troubleshooting when necessary. Our approach prioritizes proactive predictive system monitoring, preventative maintenance, and scalable technology solutions to meet Paonia’s current and future needs. Simply put, we will monitor your network and identify problems before they become problems, and will help you “build with the times,” as most would state. With our deep expertise in managing municipal IT environments, we have both the appetite and the aptitude to be your trusted IT partner.

Regarding subcontractors: CamNet, Inc. does not rely on subcontractors for IT services, but we regularly coordinate with vendors who specialize in work that CamNet, Inc does not, which are copier contractors and fire alarm specialists. CamNet, Inc has a strong history of working with a variety of copier and fire alarm integrators to ensure seamless integration and a smooth experience for the client.

Regarding user training: CamNet, Inc. staff will provide training to staff on systems they are unfamiliar with. This could include Sophos email quarantine or accessing the CamNet, Inc client portal, to name a few. Training will be scheduled shortly after installation and configuration is complete.

Regarding health, safety, and quality assurance: CamNet, Inc places the highest priority on health, safety, and quality in every engagement. All work is performed by trained, certified technicians who adhere to OSHA and industry best practices, ensuring a safe work environment for both staff and clients. We follow strict quality assurance protocols, including documented checklists, peer review of configurations, and post-installation testing, so that every system we deploy performs reliably from day one. Our approach reduces risk, prevents costly downtime, and ensures Paonia receives IT services that meet or exceed regulatory and professional standards.

Regarding innovative approaches, tools, and technologies: CamNet differentiates itself through the use of modern, forward-looking technologies that simplify management and enhance security.



From AI-powered video analytics to remote monitoring and management tools that allow proactive support, we deploy solutions that help municipalities operate more efficiently. Our cloud-based backup and disaster recovery platforms ensure continuity in the face of disruption, while our integrated approach to networking, security, and collaboration tools delivers long-term value. By combining proven technologies with innovative practices, CamNet equips Paonia with systems that are not only dependable today but also scalable for future growth.

SCOPE OF WORK

After reading the RFQ and the stated questions and answer addendum, CamNet, Inc has addressed the complexity and depth/breadth of knowledge needed to adequately address the scope of work in the responses below.

Regarding new phone systems: CamNet, Inc designs and deploys modern VoIP (Voice over Internet Protocol) phone systems, which are basically replacing old landlines with internet-based calling. This is usually less expensive, more flexible, and packed with features like voicemail to email, call forwarding, mobile applications, etc. CamNet, Inc. is a registered partner with Microsoft (Teams), Webex (Cisco), and Ring Central. CamNet techs have extensive experience working with Teams, Mitel/Shoretel, Webex, and CUCM/CUC phone systems and the needed experience that brings these platforms to our clients. Paonia can expect to have a lengthy, in-depth conversation about which platform will serve the Town’s needs the best, and we will implement as necessary considering cost, features, and the needs of Paonia.

Regarding mobile device management: CamNet, Inc. provides comprehensive MDM solutions that secure, monitor, and manage mobile devices across your organization, ensuring compliance with state requirements and protecting sensitive data. Examples include: Sophos Mobile Advanced, Meraki MDM, Microsoft Intune and Apple Platform Deployment.

Regarding CIPA for website hosting and related functions: CamNet has extensive experience working with SIPA to deliver compliant, secure, and accessible website hosting. This ensures your site meets state/federal standards while remaining user-friendly. As an example, you can expect CamNet to routinely review your Firewall and Data Protection policies to ensure you have best practice policies in place, review your current IT infrastructure, and recommend where improvements can be made. When it comes to your CIPA posture, we will alert you when you have fallen out of compliance and, recommend new technologies and policies when CIPA guidelines change.

Regarding SCADA: SCADA (Supervisory Control and Data Acquisition) functions as the “dashboard” for a municipality’s critical infrastructure, providing real-time monitoring and control of utilities like water, wastewater, and power to ensure safe, reliable operations. CamNet supports SCADA environments by hardening them against cyber threats, maintaining uptime through proactive

	Arizona	Colorado	New Mexico
10	5024 S. Ash Ave, Suite 101 Tempe, Arizona 85282 (480) 454-3757	999 18 th Street, Suite 3000 Denver, Colorado 80202 (970) 306-6882	5501 Eagle Rock Ave. NE, Ste. E1 Albuquerque, New Mexico 87113 (505) 761-4500



monitoring, and providing responsive technical support. While it will be up to the Town of Paonia to decide if the dashboard readings are within acceptable ranges per town policy, CamNet will make sure the dashboard(s) are working without interruption.

Regarding Verkada Camera systems: As a certified Verkada partner, CamNet delivers state-of-the-art camera systems with AI-powered search, cloud management, and integrated access control. In the past five years, CamNet, Inc has executed approximately 61 Verkada installations with an aggregate value of \$4.7M and an average project size of \$77,347. We are more than happy to support your Verkada camera system, expansion ideas, and maintenance/support/training of already installed systems.

Regarding Spillman mobile devices: We will ensure Spillman devices are configured, maintained, and supported to maximize uptime for law enforcement and first responders, with CJIS-compliant safeguards in place. CamNet has previous experience working with Spillman deployments and as a result is intimately familiar with the common issues faced when using it and how to go about resolving them.

Regarding CJIS certification: CJIS (Criminal Justice Information Services) is the FBI’s security standard that governs how law enforcement agencies and their technology partners handle sensitive criminal justice data. This can be a little like “which came first, the chicken or the egg?” For CamNet, Inc. to meet this obligation, the Town of Paonia will need to add CamNet, Inc. as a vendor to CJISonline.com. Once completed, we will have access to the training portal and can complete the minimum Level 4 support needed.

Regarding licensing, renewal schedules, and vendor compliance: CamNet, Inc. utilizes Salesforce as their CRM and manages licensing and renewals for hundreds of clients across the Southwest within the system. We take a proactive approach to licensing and renewals, tracking vendor timelines to prevent lapses and helping our clients ensure predictable budgeting with no downtime when licenses are up for renewal.

Regarding Backups, Disaster Recovery, and Business Continuity: A certified partner with Sophos, Datto, Veeam, Synology, and Acronis vendors, we regularly recommend and deploy secure, automated, and encrypted backup solutions with daily monitoring, offsite replication, and fast recovery options for critical data and applications. Additionally, we recommend and install disaster recovery and business continuity solutions that fit our clients’ needs. While some clients want and need immediate recovery, others may opt for different disaster recovery solutions based on cost and acceptable downtimes. Not having a Disaster Recovery is not an option. Having the option that fits Paonia’s needs will come through discovery and conversation. Currently, we have only quoted DattoSaaS licenses as a backup option.



To properly size out other options, we will need to know the server data size, which will take some discovery and discussion to price and size correctly. We have provided a backup quote, but recognize that other backup solutions could be decided later in the Paonia/ CamNet, Inc. relationship that could vary in deployment, run time, and investment. Normally we would recommend two (2) backup solutions, they are as follows:

- 1) Veeam Backup and Replication utilizing a Synology NAS as a backup repository.
- 2) Datto Siri Device

The Veeam/Synology option would be a more cost-effective approach as the licensing costs are typically cheaper than a Datto Siris device. However, it has limited options for recovery when compared with a Siris device. Veeam can still restore full system image and file level restores directly to a hypervisor system but lacks the capability to instantly restore VMs without a hypervisor system present. A Datto Siris device can virtualize VM backups on the Siris hardware locally as well as in the Datto cloud in the event the hypervisor hardware is damaged. CamNet will have a more in-depth discussion on the pros and cons of each system with Paonia staff in the event we are chosen as their MSP.

Regarding an internet backup provider: CamNet absolutely recommends redundant internet circuits and cellular failovers to ensure connectivity remains uninterrupted during primary ISP outages. This conversation can take on many forms, and examples we have utilized in the past include Starlink (can be pricey but works well in remote areas where a traditional ISP may not be available), 5GLTE failovers, and backup cable/DSL/fiber lines from an alternate ISP. Using two separate ISPs ensures that if one provider has an outage isolated to their equipment/network, we have another ISP whose equipment/network is not affected by the same outage. We look forward to working through these options with the Town of Paonia to arrive at the best solution.

Regarding on-site vs remote support: For on-site support, CamNet's closest office is in Denver, Colorado. We have built in four (4) on-site visits per year to the Town of Paonia in our proposal to be proactive about on-site support. These four visits are paid in advance, monthly, at a rate of \$81.62/month. For remote support, we have built in 10 hours of pre-paid helpdesk support. Unused hours do not roll over to future months, nor are unused hours subject to invoice credit. Helpdesk hours are billed in 15-minute increments at \$110/hour. CamNet's helpdesk is available 24/7, however, rates vary for evening and weekend helpdesk usage.

Regarding on-site, critical response within 4 hours: CamNet's Denver office is approximately 4 hours from Paonia (without traffic or weather). We recognize this is very close to the cutoff time asked of the Town of Paonia.

Regarding a ticketing system: CamNet utilizes a centralized ticketing system to manage all service requests and incidents. Clients may submit tickets via phone, email, or web portal, and each



request is automatically logged, prioritized, and assigned to the appropriate technician.

The email to submit a ticket is easy: support@camnet.us. The system tracks status from intake through resolution, ensuring accountability and full visibility for the Town of Paonia. All tickets are time-stamped and categorized, allowing us to measure response and resolution against defined service-level agreements (SLAs).

MINIMUM DELIVERABLES

Regarding Administrative Record of Services: CamNet will maintain a comprehensive administrative record for all services performed, accessible through our client portal. Every task, ticket, and system change is logged in real-time, ensuring transparency, accountability, and audit-readiness. Unlike many MSPs, we provide municipalities with full visibility into both completed and pending work, so leadership can validate service delivery at any time.

Regarding Weekly Project Status Reports: For upgrades, migrations, or system changes, CamNet issues weekly project status reports that include milestones achieved, next steps, identified risks, and mitigation strategies. Reports are tailored for municipal leadership. They are concise, actionable, and aligned with the Town Manager’s oversight role. This proactive reporting reduces surprises and ensures the Town of Paonia remains in control of project outcomes.

Regarding Monthly Support Reports: Paonia officials will have access to CamNet’s client portal to retrieve pertinent support data related to submitted tickets. Formal business reviews will be completed for lifecycle and preventative maintenance each quarter, including budget planning reviews. These reports not only meet the RFQ requirement but also go further—CamNet overlays recommendations for preventative maintenance and budget planning, helping the Town stay ahead of future IT needs.

Regarding CamNet’s Additional Deliverables: Beyond the required deliverables, CamNet differentiates itself by providing:

- Quarterly Hardware Lifecycle Reports (See Addendum For Example) which forecasts hardware and software replacement needs, aligned with budget cycles.
- Cybersecurity Health Checks including firewall, antivirus, and MFA compliance reviews

SECTION 4: RELEVANT EXPERIENCE AND REFERENCES

CamNet, Inc. appreciates the deep and meaningful relationships we’ve built with our clients over the years. It is one of our core values. Below are four references for you to call at your convenience. While the RFP did not ask for references, we provide them anyway. We are *that* confident

	Arizona 5024 S. Ash Ave, Suite 101 Tempe, Arizona 85282 (480) 454-3757	Colorado 999 18 th Street, Suite 3000 Denver, Colorado 80202 (970) 306-6882	New Mexico 5501 Eagle Rock Ave. NE, Ste. E1 Albuquerque, New Mexico 87113 (505) 761-4500
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in our work. Not all of these references are specific to managed services for small municipalities, but they do speak to our professionalism, responsiveness, relationship-building, expertise, and experience in the field of IT.

Client	Services Provided	Dates	Contact Person
City of Santa Fe, NM	Dedicated Fiber Cabling, City-Wide Fire Station Video Surveillance and other IT-related projects and services	2021-Present	Galen Dobbs gldobbs@santafenm.gov (505) 955-5584
To'Hajiilee Community School, NM	IT Services and support for the school's IT infrastructure.	2022 - Present	Willenda Castillo Willinda.castillo@tohajiilee.com (505) 908-2426
Village of Tijeras, NM	IT Services and support for the Village's IT infrastructure	2023 - Present	Audrey Caufield acaufield@tijerasnm.gov (505) 269-2128
Shiprock Associated Schools, Inc., NM	Multiple IT-related projects including district-wide network upgrade, IT Support, and other IT-related products and services	2012- Present	Tikytus "TK" McKenzie Tikytus.mckenzie@sasinm.com (505) 368-2116

SECTION 5: RESPONSIVENESS TO PROJECT SCHEDULE

CamNet, Inc. understands that the Town of Paonia has set clear expectations for service delivery, including rapid response times and the ability to execute major projects such as workstation rollouts, server migrations, and security upgrades without disruption to municipal operations.

Our team has the proven capacity, staffing flexibility across three states, and project management discipline to meet, and exceed these expectations. We pledge remote response within one business hour, on-site response within four hours for critical issues, and a structured escalation process to ensure timely resolution in line with the Town's requirements.

Additionally, we acknowledge the Town of Paonia has identified the Continuing Services agreement to be effective on November 1, 2025. CamNet, inc. certifies we have the staffing and



resources to begin as Paonia’s Professional IT Service Provider effective November 1, 2025.

We maintain a dedicated project management office and team and leverage our scheduling tools to align with resources, procurement, and project milestones. Our system ensures upgrades, migrations, and emergency responses are coordinated around Town operations to minimize downtime.

Our proactive planning, combined with experience supporting multiple municipalities with similar scope and complexity, allows us to anticipate challenges and adjust in real time so projects remain on schedule and within budget.



SECTION 6: COST PROPOSAL

Below is our pricing proposal for the Town of Paonia, Colorado. We expect some negotiation and adjustments as the Town of Paonia approaches making a final decision. Please review and call/email with any questions and comments. These relationships must work for both sides, and Paonia in particular.

Product(s) Description	Quantity	Sales Price	Total Price
Managed Services Section			
CamNet, Inc. Helpdesk Support Hours (10 per month) Onsite or Remote	10	\$110.00	\$1,100.00
Weekly Server, Device and Firewall Health Checks	8	\$110.00	\$880.00
Managed Services Subtotal			\$1,980.00
Software Licensing Section			
Datto RMM Endpoint Monitoring	30	\$2.50	\$75.00
Datto RMM Endpoint Monitoring is secure remote software that lets us proactively monitor, manage, and support your computers and servers without needing to be on site.			
Sophos Central Managed Detection Response Bundle - MSP	30	\$15.11	\$453.30
Sophos Central Managed Detection Response Bundle Server - MSP	8	\$15.11	\$120.88
Dedicated 24/7 SOC Team \$1 Million Breach Warranty Office 365 & Google Workspace integration for account compromise defense. Automatic Remediation Automated threat reports and executive summaries. Cloud workspace integrations (could require additional licensing depending on which services client decides to integrate with). Includes Sophos Intercept X Advanced with XDR anti-virus license for endpoints. Includes Sophos network Scanner license to scan and monitor network traffic for intrusions and attacks.			
Sophos Central Email Advanced - MSP	30	\$1.32	\$39.60
Integrates with Google Workspace or Office 365 Automatic Email Encryption & Post Delivery Mailbox Protection Email Clawback, VIP Spoof Protection, URL Link and File Inspection Twice Daily Quarantine Summary Email Data Loss Prevention Policies & User Portal			
Datto/Kaseya SaaS - Backup Solution for Office 365/SharePoint Environments	30	\$3.57	\$107.10

Central Mobile Advanced MSP, iPhone Anti-Virus and Device Management	21	\$2.86	\$60.06
Central Phish Threat - MSP	30	\$1.10	\$33.00
Sophos Central Phish Threat is a training and testing tool that simulates phishing attacks and teaches employees how to spot and avoid them, reducing Paonia's risk of a real breach.			
Software Licensing Subtotal			\$888.94
Quarterly Visits Section			
CamNet, Inc will make four visits to Paonia throughout the year, paid monthly in advance. (\$326.51*12 = \$3,918.12/year)	1	\$326.51	\$326.51
Quarterly Visits Subtotal			\$326.51
RECURRING MONTHLY TOTAL			\$3,195.45
(Monthly Total *12 Months) ANNUAL TOTAL			\$38,345.40

WHAT'S INCLUDED

This Managed Service Proposal provides support and protection for your network infrastructure.

Available services include:

- Weekly patch management for network devices
- Device health monitoring for failure prevention & Ransomware detection
- Disk Space, Partition, Usage Management
- Mass Software Deployment & Network Management Reporting
- Rapid remote access and support & real-time device monitoring
- Secure onsite & offsite data backups for disaster recovery and file retrieval
- Network Security Threat Analysis (included at no charge if completed during regularly scheduled monthly visit)
- Antivirus Protection & Email filtering

Each month, contract invoices scale accordingly (increased or decreased) based on the current number of active users and/or devices.



WHAT'S NOT INCLUDED

Unlimited end-user support: This Managed Service Plan includes 120 hours of remote or onsite professional service hours per year, or 10 hours per month. If Paonia exceeds the monthly 10 hours of support, time and materials IT support is available during office hours at an hourly rate of \$110/hour, as well as after-hours, weekends, and holidays at adjusted rates. If an onsite visit is required in addition to the four (4) quarterly site visits that are included, they will be priced and invoiced separately.

Hours of Operation: CamNet has regular support from 8:00 a.m. to 5:00 p.m MST. Both business and after-hours support is provided by our on-call technicians and is available by email at support@camnet.us and/or through a personal CamNet, Inc. client portal.

On Boarding Site Visit: All managed service options require a mandatory Site Assessment and Inventory before work begins. This fee is for the initial survey of the network infrastructure and its onboarding into the CamNet Managed IT Services platform. If CamNet, Inc. is awarded this contract, the visit will be billed separately.

Additions/Expansions: Managed Services is for the maintenance of the existing network and functionality. It does not include additions and expansions over and above the existing network.

New Hardware/Services: We will provide pricing for additional hardware and related services. Managed Services does not include repair or replacement parts. Associated parts and labor will be priced and invoiced separately, as needed and/or requested.

CLOSING

At CamNet, Inc., we don't just provide IT services—we deliver reliability, security, and efficiency that empower municipalities to operate seamlessly. We understand that technology infrastructure is more than an operational necessity; it's the backbone of public service, connectivity, and security. Our solutions are designed to be cost-effective, scalable, and tailored to the evolving needs of the Town of Paonia. ***Because of that, please accept this proposal as our explicit acknowledgement and acceptance of the Town's general terms and conditions.***

CamNet, Inc. is uniquely positioned to be your trusted, long-term technology partner. With a strong presence in Colorado and a deep understanding of municipal IT needs, we bring industry-leading expertise, responsive local support, and strategic vendor relationships to ensure the Town of Paonia receives the best solutions at the best value. Our commitment to outstanding service and proactive IT management means Paonia can focus on serving its residents while we ensure the technology runs smoothly.



We appreciate the opportunity to participate in this RFP process and look forward to working with the Town of Paonia. Please don't hesitate to contact us with any questions or for additional details. I am always just a call or text away.

Submitted by,

A handwritten signature in black ink, appearing to read 'Taylor Gantt', is written over a white background.

Taylor Gantt, MBA

Account Executive & Technical Sales

CamNet, Inc | (505) 469-0175 | (303) 879-1550 | taylor@camnet.us



APPENDICES

- CERTIFICATE OF INSURANCE**
- SAMPLE QUARTERLY LIFECYCLE REPORT**
- CAMNET LINECARD - COLORADO**
- CAMNET CAPABILITIES STATEMENT - COLORADO**



CAMNINC-01

VMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

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 Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member 4333 Pan American Fwy NE, Suite A Albuquerque, NM 87107	CONTACT NAME: Jeannie Martinez PHONE (A/C, No, Ext): (505) 962-2648 FAX (A/C, No): E-MAIL ADDRESS: jmartinez@bbirs.com														
INSURED CamNet, Inc. 5501 Eagle Rock Ave. NE, Suite E1 Albuquerque, NM 87113	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Chubb Indemnity Insurance Company</td><td>12777</td></tr><tr><td>INSURER B : Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C : Markel Insurance Company</td><td>38970</td></tr><tr><td>INSURER D : Travelers Excess and Surplus Lines Company</td><td>39696</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Chubb Indemnity Insurance Company	12777	INSURER B : Federal Insurance Company	20281	INSURER C : Markel Insurance Company	38970	INSURER D : Travelers Excess and Surplus Lines Company	39696	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		D02175964	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		7363-99-78	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5672-06-84	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	☒ 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	MWC0223317-02	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof/Technology E&O			TEO10794665301	3/1/2025	3/1/2026	Aggregate/Per Claim 1,000,000
D	Prof/Technology E&O			TEO10794665301	3/1/2025	3/1/2026	Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Town of Paonia
Attn: Stefen Wynn, Town Administrator & Treasurer
214 Grand Avenue
Paonia, CO 81428

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Berger Briggs Insurance & Risk Solutions, Inc. An ISU Network Member		NAMED INSURED CamNet, Inc. 5501 Eagle Rock Ave. NE, Suite E1 Albuquerque, NM 87113
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The policy includes an additional insured and/or waiver of subrogation endorsement (or provision) that provides additional insured and/or waiver of subrogation status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. See forms attached.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

Named Insured CAMNET, INC		
Policy Number D02175964	Policy Period 03-01-2025 to 03-01-2026	Effective Date of Endorsement 03-01-2025
Name of Company CHUBB INDEMNITY INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If any other endorsement attached to this policy amends any provision also amended by this enhancement endorsement, then that other endorsement controls with respect to such provision, and the changes made by this enhancement endorsement with respect to such provision do not apply.

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B. Non-Owned Watercraft Under 55 Feet
C. Non-Owned Aircraft Exception
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E. Electronic Data – Exception For Physical Injury To Tangible Property
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Other Persons Or Organizations Pursuant To A Contract Or Agreement
Trade Show Event Lessor
Vendors
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N. Knowledge/Notice Of Occurrence
O. Primary And Non-Contributory
P. Unintentional Failure To Disclose Hazards
Q. Waiver Of Subrogation Required By Contract
R. In Rem
S. Coverage Territory – Limited Worldwide
T. Insured Contract Amended – Railroad Limitations Removed

A. Expected Or Intended Injury – Exception For Property Damage Caused By Reasonable Use Of Force

Exclusion a. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage

Liability is deleted and replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, even if the actual "bodily injury" or "property damage" is of a different degree or type than intended or expected. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. Non-Owned Watercraft Under 55 Feet

Paragraph (2) of Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

C. Non-Owned Aircraft Exception

Exclusion g. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

This exclusion does not apply to:

(6) An aircraft you do not own provided:

- (a) The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- (b) It is rented with a trained, paid crew; and
- (c) It does not transport persons or cargo for a charge.

D. Damage To Property – Exception For Equipment Loaned Or Rented To The Insured

Exclusion j. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is amended to include the following exception:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to equipment rented or loaned to the insured, provided such equipment is not being used to perform any operations at a construction job site.

E. Electronic Data – Exception For Physical Injury To Tangible Property

Exclusion p. under Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is deleted and replaced by the following:

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to:

- (1) "Bodily injury"; or
- (2) Physical injury to tangible property.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

F. Pollution – Exception For Damage To Rented Premises Caused By Hostile Fire

Exclusion **f.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following exception:

This exclusion does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner and caused by a “hostile fire”, explosion, smoke or leakage from fire protection equipment.

G. Personal And Advertising Injury Coverage – Contractual Liability Exception For Insured Contracts

Exclusion **e.** under Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability** is deleted and replaced by the following:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a written contract or agreement that is an “insured contract” provided the “personal and advertising injury” is caused by an offense first committed after the execution of the contract or agreement.

H. Medical Expenses Coverage – Three Years To Report Expenses

Subparagraph **1.a.(b)** under **Section I – Coverage C – Medical Payments** is deleted and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

I. Supplementary Payments – Increased Limits

Paragraph **1.** under **Section I – Supplementary Payments –Coverages A And B** is deleted and replaced by the following:

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of:
 - (1) Bail bonds; or
 - (2) Bonds required to:
 - (a) Appeal judgments; or
 - (b) Release attachments;

but only for bond amounts within the available limit of insurance. We do not have to furnish these bonds.

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
- d. All court costs taxed against the insured in the "suit".
- e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

J. Who Is An Insured – Subsidiaries Or Newly Acquired Or Formed Organizations – Including New And Existing Subsidiaries, Partnerships, Joint Ventures, Limited Liability Companies

Paragraph **2.** under **Section II – Who Is An Insured** is deleted and replaced by the following:

2. If there is no other insurance available, each of the following is also a Named Insured:

- a. A subsidiary organization of the first Named Insured shown in the Declarations of which, at the beginning of the policy period and at the time of loss, the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- b. A subsidiary organization of the first Named Insured shown in the Declarations that the first Named Insured acquires or forms during the policy period, if at the time of loss the first Named Insured controls, either directly or indirectly, more than 50 percent of the interests entitled to vote generally in the election of the governing body of such organization.

K. Who Is An Insured – Employees Including Incidental Healthcare Professional Services

Paragraph 3.a. under **Section II – Who Is An Insured** is deleted and replaced by the following:

- 3. Each of the following is also an insured:
 - a. Your "employees" but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no "employee" is an insured for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to any of your directors, managers, members, "executive officers" or partners (whether or not an "employee") or to any co-"employee" while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
 - (b) To the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in Paragraph (1)(a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in Paragraph (1)(a) or (b) above.

With respect to “bodily injury” only, the limitations described in Paragraph 3.a.(1) above do not apply to:

- (i) You or to your directors, managers, members, “executive officers”, partners or supervisors as insureds;
 - (ii) Your “employees” as insureds, with respect to such damages caused by cardiopulmonary resuscitation or first aid services administered by such an “employee”; or
 - (iii) Your “employees” who are nurses, emergency medical technicians, or paramedics as insureds, with respect to such damages that are caused by providing or failing to provide professional healthcare services, but only if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
- (2) "Property damage" to any property owned, occupied or used by you or by any of your directors, managers, members, “executive officers” or partners (whether or not an “employee”) or by any of your “employees”. This limitation does not apply to “property damage” to premises while rented to you or temporarily occupied by you with the permission of the owner.

L. Additional Insureds

Paragraph 3. under **Section II – Who Is An Insured** is amended by including the following:

Controlling Interest

Any person or organization that has financial control of you or owns, maintains or controls premises while you lease or occupy such premises, but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by or for that person or organization.

Lessors Of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to the maintenance or use by you of such equipment, and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to an “occurrence” that takes place, or an offense that is committed, after the equipment lease ends.

Managers Or Lessors Of Premises

Any person or organization from whom you lease premises, but only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this Coverage Part. However, no such person or organization is an insured with respect to:

- (1) An “occurrence” that takes place, or an offense that is committed, after you cease to be a tenant in such premises; or
- (2) Any structural alteration, new construction or demolition operations performed by or on behalf of them.

Mortgagee, Assignee Or Receiver

A mortgagee, assignee or receiver of premises, but only with respect to such mortgagee, assignee or receiver’s liability for “bodily injury”, “property damage” or “personal and advertising injury” arising out of your ownership, maintenance or use of a premises by you. However, no such person or organization is an insured with respect to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

Other Persons Or Organizations Pursuant To A Contract Or Agreement

Any person or organization that you are obligated pursuant to a contract or agreement to provide with such insurance as is afforded by this policy are insureds.

However, the person or organization is an insured only:

- (1) To the extent such contract or agreement requires the person or organization to be afforded status as an insured;
- (2) For activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- (3) With respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured:

- (1) That is more specifically identified under any other provision of **Section II – Who Is an Insured** (regardless of any limitation applicable thereto).
- (2) With respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage" or "personal and advertising injury" caused by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations at the trade show event premises during the trade show event.

However, no such person or organization is an insured with respect to "bodily injury" or "property damage" included within the "products-completed operations hazard".

Vendors

Any person or organization who is a vendor of "your products", but only with respect to liability for "bodily injury" or "property damage" resulting from the distribution or sale of "your product" in the regular course of their business. However, no such person or organization is an insured with respect to any:

- (1) Assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages for "bodily injury" or "property damage" that such person or organization would have in the absence of such contract or agreement;
- (2) Representation or warranty unauthorized by you;
- (3) Physical or chemical change in "your product" made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your product";
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product"; or
- (7) Of "your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

Further, no person or organization is an insured from whom you have acquired "your product", or any ingredient, part or container entering into, accompanying or containing "your product".

Limitations Applicable To Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following limitations apply to such insured:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Limits Of Insurance Applicable to Additional Insureds

With respect any person or organization that qualifies as an additional insured under paragraph L. above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

However, the above paragraph shall not increase the applicable limits of insurance.

M. Medical Expense Limit – \$15,000

Paragraph 7. under **Section III – Limits Of Insurance** is amended by including the following:

The Medical Expense Limit is the greater of:

- a. \$15,000; or
- b. The amount shown in the Declarations for the Medical Expense Limit.

N. Knowledge/Notice Of Occurrence

Paragraph 2. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

- f. Knowledge of an “occurrence” or offense by an agent or “employee” of the insured will not constitute knowledge by the insured, unless an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee knows about such “occurrence” or offense.
- g. Failure of an agent or “employee” of the insured, other than an “executive officer” (whether or not an “employee”) of any insured or an “executive officer’s” designee, to notify us of an “occurrence” or offense that such person knows about will not affect the insurance afforded to you.
- h. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the insured gives us immediate notice as soon as the insured is aware that this insurance may apply to such loss or claim.

O. Primary And Non-Contributory

Subparagraph 4.a. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

However, if you are obligated to a written contract or agreement to provide a person or organization that is included in **Section II – Who Is an Insured** with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

P. Unintentional Failure To Disclose Hazards

Paragraph 6. under **Section IV – Commercial General Liability Conditions** is amended to include the following:

Unintentional failure of an “employee” of the insured to disclose a hazard or other material information will not violate this condition, unless an “executive officer” (whether or not an “employee”) of any insured knows about such hazard or other material information.

Q. Waiver Of Subrogation Required By Contract

Paragraph 8. under **Section IV – Commercial General Liability Conditions** is deleted and replaced by the

following:

8. Waiver Of Subrogation Required By Contract

We will waive the rights of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This paragraph does not apply to Coverage C.

R. In Rem

The following is added to **Section IV – Commercial General Liability Conditions**:

Any "suit" brought as an action In Rem against any watercraft owned or operated by or for the insured shall in all respects be treated in the same manner as though such "suit" were brought against the insured.

S. Coverage Territory – Limited Worldwide

Paragraph 4. under **Section V – Definitions** is deleted and replaced by the following:

4. "Coverage territory" means all parts of the world.

However, "coverage territory" does not include any:

- a.** "Bodily injury" or "property damage" that takes place or any offense committed outside of the United States of America (including its possessions and territories), Canada and Puerto Rico, unless the insured's responsibility to pay damages is determined by a "suit" on the merits that is brought in the United States of America (including its possessions and territories), Canada or Puerto Rico; or
- b.** Injury or damage in connection with any "suit" brought outside the United States of America (including its possessions and territories), Canada and Puerto Rico.

T. Insured Contract Amended – Railroad Limitations Removed

Paragraph 9. under **Section V – Definitions** is deleted and replaced by the following:

9. "Insured contract" means:

- a.** A lease of premises;
- b.** A sidetrack agreement;
- c.** An easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement; or
- f.** Any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for such municipality) in which you assume the tort liability of another person or organization to pay damages, to which this insurance applies, sustained by a third person or organization.

"Insured contract" does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for damages arising out of:

- (1)** Preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or
- (2)** Giving directions or instructions, or failing to give them.

All Other Terms And Conditions Remain Unchanged.



Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of

SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.2. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

- c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same “accident”, the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of “accident”, claim, “suit” or “loss”, you must promptly notify us when the “accident” is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an “accident”, claim, “suit” or “loss” by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the “accident” or “loss” occurred;
- (2) The “insured’s” name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of

SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for “loss” to which this insurance applies, provided the “insured” has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such “loss”.

To the extent that the “insured’s” rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after “accident” or “loss” to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any “auto” hired or rented by your “employee” on your behalf and at your direction will be considered an “auto” you hire. If an “employee’s” personal insurance also applies on an excess basis to a covered “auto” hired or rented by your “employee” on your behalf and at your direction, this insurance will be primary to the “employee’s” personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5).(a) - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (a) A covered “auto” of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by any person, including

mental anguish or death as a result of the "bodily injury" sustained by that person.

SPECIMEN

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Insurance Company: Markel Insurance Company

Countersigned by _____

**NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS AND
AMENDED DAYS NOTICE**

Named Insured CAMNET, INC		
Policy Number D02175964	Policy Period 03-01-2025 to 03-01-2026	Effective Date of Endorsement 03-01-2025
Name of Company CHUBB INDEMNITY INSURANCE COMPANY		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMON POLICY CONDITIONS

SCHEDULE

Person(s) Or Organization(s): PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.
30 Days Notice Of Cancellation
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Conditions Section**:

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify the person(s) or organization(s) shown in the Schedule above at least the number of days shown in the Schedule above in advance of the cancellation date.

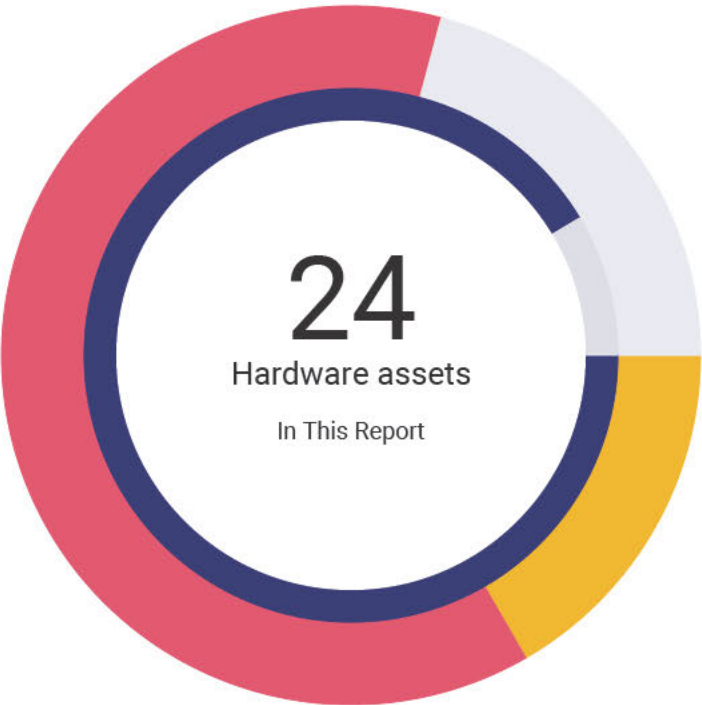
Any failure by us to notify such person(s) or organization(s) will not:

- a. Impose any liability or obligation of any kind upon us; or
- b. Invalidate such cancellation.

All Other Terms And Conditions Remain Unchanged.



Authorized Representative



About This Report

This is an overview of known server and workstation hardware for [redacted]. A detailed breakdown starts on page 2. The sample evergreen report appearing on the last page is for discussion purposes only, and doesn't represent an actual quote. Please contact us with any questions and we would be pleased to discuss this report in further detail.

Replacement status:

- 4 Due soon**
Due date within 90 days
- 15 Overdue**
Action required
- 5 Unknown**
Under review or unknown

Operating System:

- 21 OS supported**
Within support period
- 2 OS unsupported**
No longer maintained

1
Servers



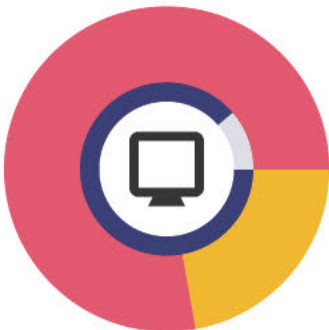
Replacement status:

- 1 Overdue**

Operating System:

- 1 OS supported**

18
Workstations



Replacement status:

- 4 Due soon**
- 14 Overdue**

Operating System:

- 16 OS supported**
- 2 OS unsupported**

4
VMs



Operating System:

- 4 OS supported**

1
Network



 Servers	User	Make	Serial	Model	OS	Age	Purchased	Expires	
		Dell		3 PowerEdge T440	Server 2019	5.3	03/19/2020	03/20/2023	

 Workstations	User	Make	Serial	Model	OS	Age	Purchased	Expires	
		HP Inc	5	HP ProBook 460 16 inch G11 Notebook	Windows 11 23H2	0.8	09/23/2024	09/22/2025	
		HP Inc		HP ProBook 460 16 inch G11 Notebook PC	Windows 11 23H2	0.8	08/27/2024	08/26/2025	
		HP Inc		HP ProBook 460 16 inch G11 Notebook PC	Windows 11 23H2	0.9	08/22/2024	08/21/2025	
	nez	HP Inc		HP ProBook 460 16 inch G11 Notebook PC	Windows 11 23H2	0.9	08/22/2024	08/21/2025	
	n	Dell		OptiPlex 7080	Windows 10 22H2	4.1	05/19/2021	05/20/2024	
DESKTOP-I0KU2VH		Lenovo		IdeaCentre AIO 5-27IOB6 - Type F0G4	Windows 11 22H2	2.5	12/20/2022	12/19/2023	
DESKTOP-QK0FKD1		Lenovo		IdeaCentre AIO 5-27IOB6 - Type F0G4	Windows 11 21H2	3.4	02/07/2022	04/07/2023	
		Dell		OptiPlex 7070	Windows 10 22H2	5.3	03/18/2020	03/19/2023	
		Dell		OptiPlex 7070	Windows 10 22H2	5.3	03/18/2020	03/19/2023	
		Dell		OptiPlex 7070	Windows 10 22H2	5.3	03/18/2020	03/19/2023	
		Dell		OptiPlex 7070	Windows 10 22H2	5.3	03/18/2020	03/19/2023	
SeniorLab5	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
SeniorLab2	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
SeniorLab6	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
SeniorLab4	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
SeniorLab3	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
SeniorLab1	Senior	Dell		OptiPlex 3070	Windows 10 22H2	5.3	03/12/2020	03/13/2023	
		Dell		OptiPlex 5060	Windows 10 22H2	6.1	05/22/2019	05/22/2022	

 Virtual Machines	User	Make	Model	OS	
	camnet	Microsoft	Virtual Machine	Server 2022	
	camnet	Microsoft	Virtual Machine	Server 2019	
	camnet	Microsoft	Virtual Machine	Server 2019	
	camnet	Microsoft	Virtual Machine	Server 2019	

 Network

Serial



[Redacted]

[Redacted]

Sample Evergreen/Replacement Budget

This table provides an idea of a sample replacement budget spread over four quarters for devices which are overdue or are due within the next 90 days.

Due soon/Overdue	Q1	Q2	Q3	Q4	Total
 Servers \$6,000/ea	1	-	-	-	1
 Workstations \$1,000/ea	5	5	4	4	18
Budget Amount	\$11,000	\$5,000	\$4,000	\$4,000	\$24,000

The Hidden Cost of Old Hardware

The true cost of slow systems can be surprisingly high for any business. Slow workstations are estimated to drop productivity by 2.75% (13 minutes per day, or 5.5 days per year). The problem is exacerbated with server equipment, which can dramatically affect a large number of users in parallel. As a result, the 1-year ROI for replacement of old systems is often 5X to 10X. We would be happy to discuss with you how best to plan your evergreen/replacement budget.

OUR PARTNERS

WE ARE DEDICATED TO FINDING THE RIGHT IT SOLUTION
FOR YOU, NO MATTER THE SCALE.

NURSE CALL



STANLEY
Healthcare

TELECOM



webex
by CISCO

RingCentral

AUDIO VISUAL

EPSON



Extron

Control4

CABLING / FIBER



LEVITON
PRODUCTS

Hoffman

Berk-Tek
A NEXANS COMPANY

INTERCOM & CLOCKS

DUKANE

CAREHAWK
SAFETY COMMUNICATIONS

sapling
ingeniously in sync

AtlasIED

ACCESS CONTROL

Genetec

ISONAS
Pure IP Access Control

brivo

HID

BOSCH

NETWORK INFRASTRUCTURE

CISCO



auvik



cisco Meraki

BUSINESS CONTINUITY & DISASTER RECOVERY

datto

veeAM

Synology

Acronis

SOPHOS

VIDEO SURVEILLANCE

Genetec

AXIS
COMMUNICATIONS

BCDVVIDEO
PURPOSE-BUILT, PERFORMANCE DRIVEN

3xLOGIC

Verkada

SOFTWARE & COLLABORATION

Microsoft

vmware

SharePoint

veeAM

NETWORK ASSESSMENT CHECKLIST

WE ARE DEDICATED TO FINDING THE RIGHT IT SOLUTION
FOR YOU, NO MATTER THE SCALE.

IT SERVICES

- ▶ Managed IT Services (MSP)
- ▶ Remote Monitoring & Support
- ▶ Network Maintenance & Optimization
- ▶ Professional Design & Configuration

SPECIAL SYSTEMS SOLUTIONS

- ▶ Video Surveillance
- ▶ Paging / Intercom / Clocks (Analog & IP)
- ▶ Security & Door Access Control
- ▶ Video Conferencing
- ▶ Phone System (VOIP / Hosted VOIP)
- ▶ Low-Voltage Data & Fiber Cabling
- ▶ Audio / Visual Systems

IT SOLUTIONS

- ▶ Virtualization / Data Center
- ▶ Backups & Disaster Recovery
- ▶ Business Continuity
- ▶ Unified Communications
- ▶ Mobile Device Management

CONTRACTS



- ▶ **Contract No. 22.02PV-03** – 1GPA Technology and Audio Visual Solutions



Contract Holder

- ▶ **Schedule: GS-35F-0354V** – Professional IT Services; Cabling Infrastructure and Installation Services.



- ▶ **E-Rate SPIN: 143017447**

CAPABILITIES STATEMENT

Small Business (Self-Certified)

Bonding Capacity: 2 Million – Single | 4 Million – Aggregate

NAICS Codes: 238210, 518210, 541512, 541513, 541519, 541990, 561621, 811212

DUNS Number: 072476059

CAGE Code: 4QQD9

CORE CAPABILITIES

- ▶ Low-Voltage Data & Fiber Cabling
 - ▶ Network Maintenance & Optimization
 - ▶ Video Surveillance
 - ▶ VOIP/Hosted VOIP
 - ▶ Telecommunications
 - ▶ Paging/Intercom/Clocks (Analog & IP)
- ▶ Security & Door Access Control
 - ▶ Audio / Visual Systems
 - ▶ Business Continuity/Disaster Recovery
 - ▶ Virtualization / Data Center
 - ▶ IT Network Infrastructure
 - ▶ Video Conferencing
 - ▶ Nurse Call Systems

KEY CLIENTS

GOVERNMENT (AS PRIME)

- ▶ Department of Interior (BIE/BIA)
- ▶ State of New Mexico; Contract Holder
- ▶ GSA; Contract Holder
- ▶ City of Santa Fe
- ▶ City of Rio Rancho – Event Center

GOVERNMENT (AS SUB-CONTRACTOR)

- ▶ Dilkon Medical Center
- ▶ Scottsdale Unified School District
- ▶ Pueblo of Zuni
- ▶ Bernalillo County

COMMERCIAL SECTOR

- ▶ Market Finders Insurance
- ▶ Opus Development
- ▶ Kiowa Health Center

PAST PERFORMANCE

(* customer contact information available upon request)

CUSTOMER	CONTRACT SCOPE	CONTRACT SIZE	PERIOD OF PERFORMANCE
Kiowa County District Hospital	Campus-wide Nursecall systems	\$750k	2021-current
Yuma District Hospital	Campus-wide Nursecall systems	\$750k	2021-current
Prowers Medical Center	Campus-wide Nursecall systems	\$250k	2020-current
Broomfield Senior Living	Low-Voltage Infrastructure/Campus-wide nursecall systems.	\$550k	2023-Current

Certifications & Specialized Training:

- ▶ Cisco Certified Premier Partner
- ▶ BICSI Telecommunication Certified
- ▶ Microsoft Certified Partner
- ▶ VMWare Certified Partner
- ▶ PMP (Project Management Professional)
- ▶ Westcom Nurse Call System Certified Partner
- ▶ Securitas Nurse Call Systems Certified Partner
- ...Amongst others

Contact Information

Mollie Swisher, CEO
mollie@camnet.us

Office Information

999 18th Street, Suite 3000
Denver, Colorado 80202
www.camnet.us
Phone: (970) 230-5151
Fax: (505) 761-4514

Proposal to provide IT professional services

Town of Paonia

September 29, 2025



September 29, 2025

Stefen Wynn
Town Administrator & Treasurer
700 4th Street
Paonia, CO 81428

RSM US LLP

555 17th Street
Suite 1200
Denver, CO 80202
T +1 303 298 6400
www.rsmus.com

Dear Stefen and team:

We appreciate the time you have spent providing a request for proposal for information technology professional services for the Town of Paonia. The following proposal reflects our understanding of your needs and illustrates the approach we will take in providing professional services for the Town of Paonia.

Highlights of this approach include the following:

- The Town of Paonia will be served by professionals who emphasize regular communication and collaboration, located locally in the greater Denver area, enabling effective year-round planning and decision-making.
- To promote efficient service for Town of Paonia, your engagement team's experience reflects our firm's long-standing commitment to the public sector.
- We will collaborate closely with your team to coordinate all aspects of the services we provide for the Town of Paonia. By actively sharing relevant information, we aim to streamline efforts and minimize unnecessary distractions for your personnel.

Your RSM US LLP (RSM) engagement team looks forward to building a long-term relationship with Town of Paonia and delivering value for your city now and well into the future.

Once you have had the opportunity to review this response, we would be pleased to discuss any questions in greater detail or make a presentation to your team. This proposal is valid for a period of ninety (90) days beyond the proposal's due date. In the meantime, please feel free to contact us with any questions.

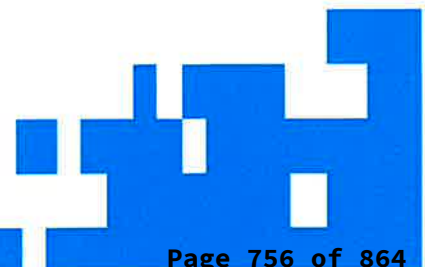
By the signatures of the authorized representative below, RSM, intending to be legally bound, acknowledge that we have read and agreed to all of the provisions of this RFP (including any Exhibits and Attachments hereto) as well as the two addendum, as of the date set forth above. RSM and each signatory below, hereby represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the terms set forth in this RFP.

Sincerely,

Drew Faries
Principal
309 497 1442

THE POWER OF BEING UNDERSTOOD
ASSURANCE | TAX | CONSULTING

RSM US LLP is the U.S. member firm of RSM International, a global network of independent assurance, tax and consulting firms. Visit rsmus.com/aboutus for more information regarding RSM US LLP and RSM International.



☒ Project Approach, Scope of Work, and Deliverables

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies

☒ Relevant Experience and References

- Minimum of three (3) references with name, email, address, and phone number

☒ Responsiveness to Project Schedule

- Statement of availability and capacity to meet deadlines

☒ Cost Proposal

- Detailed costs broken down by key areas of need

☒ Statement of Acceptance

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation

- ☒ Proposal reviewed for completeness and accuracy
- ☒ Proposal submitted before deadline

Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ☒ Proposal submitted as a single **PDF document**
 - ☒ File clearly titled: **"RFQ 2025-05 Professional Managed IT Services"**
 - ☒ Vendor name and address included on cover page or header
 - ☒ Submitted **only by email** to:
 - **Paonia@TownofPaonia.com**
 - **cc: StefenW@TownofPaonia.com**
 - ☒ **Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)**
 - ☒ No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.
-

Proposal Content

- ☒ **Introductory Letter** (on firm letterhead)
 - Addressed to **Stefen Wynn, Town Administrator & Treasurer**
 - Contact information (name, mailing address, phone, email)
 - Acknowledgement of addenda
 - Signed by authorized representative
- ☒ **Team Qualifications & Experience**
 - Firm history and qualifications
 - Roles and responsibilities of key personnel
 - One-page résumés of primary staff
 - Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance

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Executive summary

In reviewing the request for proposal, you shared with us the qualities Town of Paonia's values in a professional services relationship. Based on our understanding of your expectations, we are confident that RSM has the right capabilities, qualifications and client-service culture to serve as your advisor.

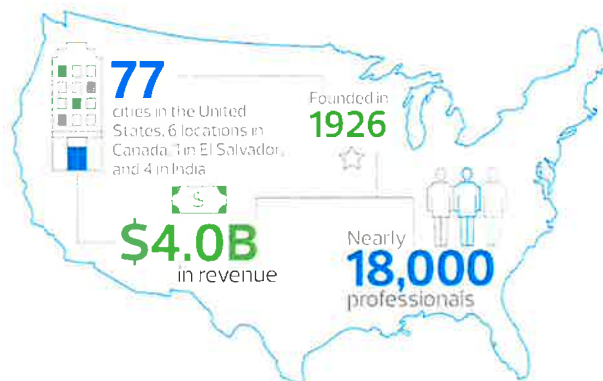
To illustrate this alignment, we would like to highlight the following:

Your priorities	Our response	Outcomes
Comprehensive managed IT services to support network infrastructure	Mature tools and processes paired with deep technical expertise	Consistent service delivery with a focus on client satisfaction.
Needing technical resources with professional acumen and strong customer service skills	Facilitate open and ongoing dialogue to address your questions and concerns, learn about changes in Town of Paonia's business and support your continual improvement	Served by a local team with all the requisite experience and knowledge to address your technological needs, with the confidence that comes with having a large national firm to stand behind you.
Competitive fees and consistently high-quality results	Leverage highly experienced professionals to plan the engagement and direct and oversee all work phases	On-time delivery of services, results that fully align with your expectations and fees that reflect an optimized staffing approach
A collaborative approach to streamline all aspects of IT Operations	True partnership approach from onboarding to thought leadership beyond IT and industry focused recommendations	Anticipated needs based on history, current state and best practices seen in the marketplace that align with the Town's strategies.

Team Qualifications and Experience

About RSM

RSM US LLP is the leading provider of assurance, tax and consulting services focused on the middle market, with nearly 18,000 professionals in 77 cities, six locations in Canada, one in El Salvador and four in India. It is a licensed CPA firm and the U.S. member of RSM International, a global network of independent assurance, tax and consulting firms with 65,000 people across 120 countries.



Our strong, client-centric approach differentiates RSM. To be considered your advisor of choice, we strive to understand you, your business and your aspirations. By sharing the ideas and insight of our most senior professionals, we bring our local and global knowledge and resources to your environment, so you feel empowered to move forward with confidence.



Respect



Integrity



Teamwork



Excellence



Stewardship

Our core values – respect, integrity, teamwork, excellence and stewardship are the foundation of how we we interact with clients and each other.

Focused on state and local governments like Town of Paonia

Town of Paonia needs to work with a respected national firm that you will not outgrow. You also deserve a professional services firm that is committed to providing you with an experienced, knowledgeable, engagement team. Our strong, client-centric approach differentiates RSM. To be considered your advisor of choice, we strive to understand you, your business and your aspirations. By sharing the ideas and insight of our most senior professionals, we bring our local and global knowledge and resources to your environment, so you feel empowered to move forward with confidence.

RSM boasts a robust track record in providing exemplary IT support services, catering to a diverse clientele comprising over 400 clients monthly through our dedicated service desk. Our clientele spans a wide spectrum, ranging from small to large enterprises with user bases extending into the thousands, spread across numerous locations and industries. We are adept at navigating the intricate landscapes of

various regulatory bodies, seamlessly integrating custom support processes tailored to the unique needs of each client.

Technical and compliance-based certifications

RSM has achieved an ISO/IEC 27001:2022 certification, awarded by BSI, the business improvement and standards company. ISO/IEC 27001 is a globally recognized standard that specifies the requirements for establishing, implementing, operating, monitoring, reviewing, maintaining and improving a documented information security management system (ISMS).

The scope of RSM's ISMS includes networking, infrastructure, system configuration, administration and security services which are delivered through leading cloud services and the RSM data centers located in Fitchburg, WI, Waukegan, IL, and Mississauga, ON to provide hosting services to RSM US, RSM US Canada, RSM Delivery Center (India), RSM US SV, Ltda de C.V. (El Salvador). This includes the personnel that manage the infrastructure and security of the ISMS from Information Technology and Information Security.

Additionally, RSM demonstrates a strong commitment to cybersecurity excellence by aligning its services and methodologies with both the NIST Cybersecurity Framework (CSF) and the CIS Controls Framework. Through its Cyber SOC and SIEM services, RSM integrates 41 NIST CSF controls across 14 categories, applying a maturity model rooted in CMMI to guide governance, alerting, and operational metrics. The firm also offers tailored NIST CSF risk assessments, helping clients prioritize controls, develop leadership-aligned guidance, and track security maturity. In parallel, RSM supports organizations in implementing the CIS 18 Controls, offering structured assessments and integration into managed security services. These frameworks are not only embedded in client-facing solutions but also reflected in RSM's internal governance strategies, ensuring alignment with regulatory expectations and enterprise risk management. This dual-framework approach enables RSM to deliver scalable, risk-informed cybersecurity strategies that are both technically sound and business-aligned.

Our team holds numerous certifications across platforms:

- Microsoft-certified professionals
- Project management professionals
- Certified BSA/AML professionals
- CompTIA A+
- VMware Certified Professional (VCP)
- Certified information security managers
- Certified management consultants
- Certified Bing partner
- Cisco Certified Internetwork Experts
- Citrix Certified Professionals
- ITIL Certified
- Mitel MiVoice Certified
- NetSuite-certified ERP consultants
- Azure Cloud Expert MSP
- CompTIA Network +
- CompTIA Security+
- Certified Information Systems Security Professional
- Certified fraud examiners
- Google Cloud professionals
- Certified public accountants
- Cisco-certified professionals
- Palo Alto Certified Professionals
- AWS Certified professionals
- ShoreTel Certified Professionals

Other qualifications

We have outlined some of our qualifications and capabilities below:

- Fortune and Great Place to Work® - 2022 Best Workplaces for Women
- RSM Recognized as Finalist of Five 2024 Microsoft Partner of the Year Awards
- RSM earns spot on CRN's 2024 Solution Provider of the year list
- RSM US LLP was recognized on the 2024 CRN Tech Elite 250 list
- RSM US LLP recognized on the CRN 2024 & 2025 MSP 500 list

Engagement team members

The following professionals have the qualifications and experience to handle your needs for this engagement and are committed to exceeding your expectations. While RSM does occasionally employ contractors, we do not anticipate the need to utilize them for this engagement. Please refer to Appendix A for detailed biographies.

Team member, engagement role	Qualifications to serve Town of Paonia
Drew Faries Principal Drew.faries@rsmus.com +1 309 497 1442 <i>Relationship lead.</i> Drew will be responsible for your complete satisfaction with the services we provide. He will serve as your primary contact on day-to-day matters, keep you informed about our progress, and promptly address your questions and concerns.	• Leader in Government Services industry • Extensive IT background with almost 20 years of experience in supporting and implementing solutions in the middle market
James Martin III Principal james.martin@rsmus.com +1 720 595 2614 <i>Local Executive presence.</i> In this role, James provides broad oversight into the entirety of our relationship with you. As a senior leader in RSM, he serves as a connection point between executive leaders in Town of Paonia and RSM.	• 20+ years in Managed Services operations • Servant leadership focus • Highly focused on client satisfaction and continual service improvement

Team member, engagement role	Qualifications to serve Town of Paonia
Heather Fransen Director Heather.fransen@rsmus.com +1 563 557 3608 <i>Process lead.</i> As the process lead, Heather is well-positioned to uncover key opportunities for process improvement and assist with aligning the IT organization with the overall organization's goals.	• Robust knowledge of IT operations, processes, and procedures • Detailed orientated and focused on continual service improvement • 15+ years of experience
Joel Yager Director joel.yager@rsmus.com +1 303 298 6467 <i>Client Technology Advisor.</i> As your CTA, Joel will be responsible for your complete satisfaction with the assessment process. He will serve as your primary contact on day-to-day matters, keep you informed about our progress, and promptly address your questions and concerns.	• Technology and advisory focus • Strong operational focus to help streamline processes and find areas of automation
Chris Hanson Director chris.hanson@rsmus.com +1 720 595 2572 <i>Information Technology Director.</i> Chris will work directly with the engagement team on planning, execution and review of the understanding and testing of IT general and application controls.	• ITIL and process focused • 20+ years of experience with managed IT and architecting client-specific solutions
Connor Smith Supervisor connor.smith@rsmus.com +1 303 586 0639 <i>Technical and Strategic lead.</i> As your technical and strategic lead, Connor will be responsible for reviewing the technologies in place today with those that are available and in use within your industry.	• Highly technical and experienced in innovative problem solving • Extensive background in Managed Services

Team member, engagement role	Qualifications to serve Town of Paonia
Nic Atterberry Senior Associate nic.atterberry@rsmus.com +1 303 328 2269	• Day to day support professional • Focused on client support and overall problem remediation

Project Approach, Scope of Work, and Deliverables

Our experience with service/scope is deeply rooted

RSM boasts a robust track record in providing exemplary IT support services, catering to a diverse clientele comprising over 400 clients monthly through our dedicated service desk. Our clientele spans a wide spectrum, ranging from small to large enterprises with user bases extending into the thousands, spread across numerous locations and industries. We are adept at navigating the intricate landscapes of various regulatory bodies, seamlessly integrating custom support processes tailored to the unique needs of each client.



Client testimony:

"They felt like part of the team even during our initial interview process. RSM analyzed concepts holistically, made lots of recommendations and really dived in to give us examples of solutions that we hadn't even thought of, which was really great!"

Our proposed approach and methodology

Ongoing Support

Our support model is built around small, dedicated teams of IT service technicians assigned to a limited number of clients. These "Service Excellence Teams" (SETs) are aligned by industry, allowing them to develop deep familiarity with your organization. During business hours, Town employees will consistently interact with the same core team for IT support—via phone, chat, or email—enabling faster issue resolution and streamlined escalation to RSM experts when needed.

A regular meeting cadence will be established that entails a monthly operational meeting, a quarterly executive meeting, and an annual strategic planning session. The monthly meetings will review reporting and operational performance of the RSM team and updates on the progress of projects and initiatives. The quarterly meeting will be less detailed and focus more on accomplishments and opportunities to improve, while informing the executive team of any significant upcoming items.

The annual strategic meeting will include the RSM executive team and will chart a course for the next year's initiatives and budgetary recommendations.

Dedicated Client Support

A dedicated CTA will serve as the Town's primary point of contact. This manager-level professional ensures rapid escalation of critical issues, oversees service delivery, and acts as your advocate. The CTA will also manage service level agreements (SLAs) and provide ongoing reporting to the Town.

Managed IT, cloud and infrastructure (MCI) services

Our RSM managed services team helps companies continue operations and maintain essential back-office functions by providing cost savings, proactively implementing best practices and staying aligned with current trends and technologies.

With RSM's managed services team, clients receive the ongoing delivery of services that are priced as a subscription or monthly fee. The client agrees to a pre-defined set of services delivered by RSM professionals over the term of the agreement which can be anywhere from a 1–3-year contract with a defined service level agreement.

The MCI service line mission is to design, implement and manage outsourced IT operations that empower organizations to thrive in an ever-evolving digital landscape. By leveraging cutting-edge technologies and best practices, we strive to deliver robust, secure and scalable infrastructure that accelerates business growth, enhances operational efficiency and fosters seamless collaboration. By assisting our clients in aligning IT initiatives with their business objectives, we ensure strategic alignment and maximize value creation.

RSM has extensive experience in using ServiceNow as a platform for ticketing, alert escalation, knowledge management, and service catalogue. We have successfully implemented and managed ServiceNow solutions for many large organizations, ensuring that their business data is kept separate and secure. Our ServiceNow solutions can be customized to meet the specific needs of Paonia, providing a dedicated and secure platform for managing their IT service desk tickets. We have experience in tailoring ServiceNow solutions for regulated, government entities to maintain compliance and security.

Managed Service Desk

RSM has a 24x7x365 service desk for our clients serving as the primary mode of support. Support issues, which may be placed via telephone, email or web portal, are tracked on our ITSM platform, ServiceNow. This powerful tool captures and logs the information for each support issue, as well as any service ticket automatically generated for proactive support of the technology. Our case management system through ServiceNow has workflow built in to make sure a service request or proactive support does not sit idle, and we exceed our service levels. Workflow within the system ensures that issues have the correct eyes on them when necessary. Management is alerted immediately when a service request exceeds thresholds and escalates this to make sure a technology consultant resolves and properly communicates the outcome to client.

RSM is well positioned to support your organization. We specifically offer:

- Service Desk built on the ServiceNow® platform
- RSM Client Portal, chat, email and phone support options
- User account provisioning and termination services
- Dedicated client support team augmented with GenAI
- Custom IT Knowledge Base articles
- Response time SLA and KPI reporting

RSM consultants have the skills and expertise to serve clients, regardless of their comfort level or familiarity with technology services. With an emphasis on understanding and empathy, our experienced consultants approach each interaction as an opportunity not only to troubleshoot in real time but also to educate and empower clients through knowledge sharing.

End User Training

RSM offers regular training sessions tailored to specific needs—such as annual programs focused on Security, the Microsoft Productivity Suite, or Copilot—available at an additional cost. Additionally, RSM provides a self-paced learning platform called QuickHelp - powered by Brainstorm, enabling users to develop customized training paths aligned with the Town's requirements. These services are commonly delivered to our clients.

During Managed IT Services onboarding, RSM will offer training for the DASH Customer Service portal to all client users who require it. Additionally, we can provide supplemental training upon request for any new hires or staff who need a refresher. The knowledge base in the RSM DASH Customer Service portal is a repository for both general and client-specific support documentation, including design diagrams, how-to articles, and frequently asked questions. End users can easily access these help documents by searching for key phrases or topics. Additionally, DASH will suggest relevant knowledge articles to end users while they are submitting cases based on the issue they're experiencing. This functionality helps us streamline support for our clients and minimize resolution times.

Managed Endpoint

Our solution ensures 24x7 availability and performance monitoring, providing continuous oversight to maintain optimal system functionality. We handle routine and emergency firmware updates, ensuring your devices are always running the latest and most secure versions. With warranty tracking and proactive lifecycle planning, we help you manage your assets efficiently, anticipating needs and preventing issues before they arise.

In addition, our incident management for critical issues guarantees swift and effective responses to any major problems, minimizing downtime and maintaining business continuity. Trust our comprehensive approach to keep your systems always running smoothly and securely.

Patch management services involve the ongoing implementation of Microsoft and relevant third-party ancillary application patches and updates.

Prior to patch management implementation, a baseline report will be created showing the current status of patches for the devices covered. RSM will then work with client to build an initial and ongoing patch testing plan and implementation schedule.

During the initial implementation:

- Software agents will be installed on server and workstation endpoints for patching and service pack distribution.
- RSM will deploy patches to an agreed upon test group identified with client. RSM will review the results and make modifications to the proposed patch management plan or schedule as needed.
- After successful completion of test group patching, patch deployment to the remainder of the devices covered will occur.
- During patch deployment, automated reboots may be performed. Alerts will be generated in the event of a reboot failure with email communication to the primary contact.

Ongoing patch management services include the monitoring of vendor patch releases. RSM frequently tests new software patches within a development lab prior to the scheduled client deployments. RSM cannot warrant that a patch will not be disruptive to client's environment. RSM will maintain system files that are replaced in the event that roll-back is required.

Managed Infrastructure

RSM brings deep expertise in supporting SCADA environments through its comprehensive Managed IT Services (MITS) framework. Our teams provide 24x7 monitoring and patching for SCADA networks alongside traditional corporate infrastructure, ensuring operational continuity and security across both domains. We deliver Tier 1 through Tier 3 support, including advanced network services, endpoint management, and data center operations tailored to industrial energy applications and other SCADA-reliant sectors. Clients benefit from proactive maintenance, structured patching schedules, and infrastructure hardening, all integrated into our broader IT service delivery model. RSM's approach combines strategic advisory, automation, and scalable service desk operations to optimize uptime and reduce risk, enabling clients to focus on core operations while we manage the complexity of their IT and OT ecosystems.

Managed infrastructure—network services are specific to routers, switches, wireless hardware, and virtual appliances. Managed infrastructure – server and datacenter services are specific to servers, on-premises hardware and workstations.

Monitoring: RSM will monitor in-scope equipment with 24x7x365 network monitoring of device up and down alerts. Monitoring will also capture additional data depending on device and toolset support.

Inventory reporting: RSM will provide a quarterly report on hardware devices and associated software releases managed under the proposal. If supported by the device, the report will typically include:

- Device model and serial number.
- Current software version.
- RSM recommended software version.
- Notation of any CVSS critical vulnerabilities on devices.
- Hostname and management IP address.
- Vendor contract number and contract end date

- Hardware end-of-life information

Configuration archiving: RSM archives the most recent configuration of client's device (if supported by device) for backup and restore purposes. The backups are conducted as part of our change management process, as well as part of normal maintenance. Backups will be stored off-site in an encrypted format.

Software updates: RSM will apply software updates to in-scope technology to match RSM's recommended level for each device. Updates will not be applied if the new code has known issues with features that could affect the availability of the device. If the vendor publishes a CVSS Score 9 or 10 security vulnerabilities, RSM will schedule with client to remediate these as soon as possible. The resolution could include configuration changes, feature disablement, external controls, and/or software patches and updates.

Failed hardware replacement: RSM will facilitate the replacement of failed hardware covered by manufacturer support contracts. RSM will then provide remote assistance with the installation of the replacement hardware.

Change requests: Requests to modify the configuration of the device for services already enabled and deployed within the device are covered. Configuration changes that add new functionality or new features to the device are out of scope. RSM will record changes into RSM's internal case management system. Changes that RSM deems to be high risk to the environment will require the Town to authorize the change via email to be included in the change request ticket.

Installation and configuration of new equipment and decommissioning of outdated or end-of-life hardware will be handled as out-of-scope or separate project from this proposal.

Carrier trouble ticket management: Network devices terminating carrier-based services, such as the internet or private wide-area network (WAN) services, will have carrier trouble ticket management included as part of the service. Activities include:

- Problems that will be addressed with the carrier will either be complete loss of connectivity or packet loss exceeding 5% per hour.
- Ticket initiating, updating, tracking and managing through closure with carriers when issues are identified to be carrier related.
- Working with carriers to identify, test, troubleshoot, and resolve identified connectivity issues.
- Root Cause Analysis (RCA) of any network or carrier incidents.

Managed Security

RSM Defense (RSM D) is a comprehensive managed security service that leverages, among several enterprise grade security tools, the Stellar Cyber open extended detection and response (XDR) and Sentinel One Singularity platforms. Our curated selection of security tools enables us to provide real-time

monitoring, detection, and response to cyber threats across your network, cloud, and endpoint environments. Highlights of our solution are below:

- A single pane of glass for security visibility: The RSMD platform provides a unified view of security events across your infrastructure, integrating data from various sources and tools. This enables RSM Defense analysts to quickly identify and prioritize potential incidents, reducing the mean time to detect (MTTD) and respond (MTTR) to threats.
- A machine learning-powered threat detection engine and automated triage: The RSMD platform uses machine learning and behavioral analysis to identify known and unknown threats in real time, including malware, ransomware, and zero-day attacks. The platform performs automated alert triage, filtering false positives and streamlining the analyst review process. The platform also leverages threat intelligence feeds and custom rules to enrich the context and accuracy of threat detection.
- An automated remediation capability: The RSMD platform can automate the remediation of some threats, such as blocking malicious IP addresses, terminating malicious processes, and quarantining infected files. This reduces the workload and response time of security analysts, while minimizing the impact and damage of attacks.
- A collaborative incident response workflow: The RSMD platform supports a structured and efficient incident response process, allowing RSM Defense analysts to communicate and collaborate with your security team during an incident. The platform utilizes automated workflows, leveraging the SOAR approach, to rapidly respond to incidents. The platform also provides incident playbooks, which define and automate repeatable incident response tasks, such as collecting evidence, isolating affected systems, and notifying relevant personnel.
- A flexible and scalable deployment model: The RSMD platform can be deployed on-premises, in the cloud, or in a hybrid mode, depending on your preferences and needs. The platform can also scale up or down as needed, accommodating changes in your environment and threat landscape.
- RSM Defense combines advanced security technologies, experienced security analysts, and proactive threat intelligence to deliver a robust defense against cyberattacks.

Vulnerability Management

RSM's vulnerability management services involve installing, configuring, and maintaining the RSM-vulnerability solution. The core outcome will include running regular scans and providing reports to the Town on data observed. RSM will help:

- Identify missing patches, vulnerability applications, and at-risk network services
- Periodically review vulnerability mitigation and remediation priorities
- Provide non-service impacting, repeatable scanning cadence occurring no less than monthly
- Deliver reports at an agreed-upon frequency outlining vulnerability mitigation and remediation progress and recommendations
- Perform zero-day vulnerability scanning and reports as needed

Security Training

Security training and phishing simulations are essential components of a strong cybersecurity strategy. They help employees recognize and respond appropriately to suspicious emails, reducing the risk of data breaches caused by human error. Regular simulations reinforce awareness and keep security top of mind, making it harder for attackers to exploit common tactics. These exercises also provide valuable insights into organizational vulnerabilities, allowing for targeted improvements in security posture.

RSM uses KnowBe4 as our standard system for simulation campaigns. Your CTA will work with the County to design the appropriate schedule of campaigns and manage them. We will also jointly define the escalation of number of violations and what the repercussions will involve (i.e., 1 violation = notification, 2 violations = warning, 3 violations = remediation video, etc.).

Managed M365

Insights and Planning

The Town will be assigned a Client Technology Advisor to provide insights into maximizing the value of the Microsoft 365 platform and coordinate overall delivery of the Managed Microsoft 365 service to the Town.

Activities include:

- Review Microsoft 365 workload usage and trends with Client
- Recommend training opportunities and new feature implementation
- Coordinate RSM teams performing Microsoft 365 engagement-based services
- Assist Client with strategic planning and annual budgeting related to Microsoft investment
- Engage Microsoft and RSM, modern work specialists as needed
- Provide Quarterly Business Review
- Licensing Enhancement

Our licensing enhancement service is an enhancement to out of the box Microsoft licensing usage reporting and is designed to minimize waste by identifying unused and unassigned licenses and improving the license re-assignment process.

Health Checks and Security Recommendations

As defined by current Center for Internet Security benchmarks, RSM will provide a series of reports each week or month to determine whether any potential issues or anomalies have occurred. This allows Client and RSM information technology team to respond in an appropriate manner.

Additionally, each quarter, RSM provides recommendations to assist Hyattsville in improving overall security posture. As part of this process, RSM performs an assessment of your Microsoft 365 environment based on the most recent benchmarks published by CIS. RSM will deliver a scorecard to summarize remediation recommendations.

Service Reporting

The Town of Paonia will be assigned a Client Technology Advisor (CTA). The CTA is responsible for overseeing the services being delivered to Alta and the fact that those services are delivered consistently with SLA commitment. In addition, the CTA schedules regular meetings with Alta management and provides reporting in support of these service commitments, e.g. ticket reports, inventory lists, etc. Any improvement areas would be identified during this process and appropriate remediation strategies would be developed.

On a monthly and quarterly basis, the Town of Paonia can expect to receive the following reports:

- Server performance reporting
- Software asset changes
- Third-party application asset
- Windows Patch Management
- Antivirus Status Reports
- Ticket/Support Request Analysis
- Hardware asset reports
- Service Desk metrics and KPIs including but not limited to, average speed of answer, mean time to resolution, response SLAs, etc.

RSM will furnish the Town with a support portal that may be used by end users to submit and track service desk ticket status. Additionally, we will assign at least one (1) authorized Client staff to have administrative access to our support portal for enterprise-wide visibility into service desk tickets. Support issues may also be submitted via email, chat, and our 800 number.

Service Level Agreements

In support of services outlined in this Agreement, RSM will respond to service-related incidents and/or requests submitted by the Town within the following time frames.

Level of Severity	Description of Severity	Characteristics	Response*	Notification Method
Priority 1 - Critical	Critical Business Impact: Critical issue occurring on production system preventing business operations. Users are prevented from working with no procedural workaround.	• System hangs or crashes • Critical functionality not available • Data loss or data corruption • Large number of end users blocked from work • Impact is escalating quickly	1 hour	• By Phone • Escalated Alert

Priority 2 – Major	Significant Business Impact: Major issue occurring on production system severely impacting business. Users are impacted by issue, but they are still able to work in a limited capacity.	• Significant performance degradation • Important functionality not available • Small number of users blocked from work • Impact is escalating	2 hours	• By Phone • Escalated Alert
Priority 3 -Medium	Normal Business Impact: Issue causing a partial or non-critical loss of functionality on production system.	• Some system functions not available • Minor performance degradation • Small number of users impacted • Impact is not escalating	4 hours	• Phone • Email • Portal • Chat
Priority 4 – Low	Minimal Business Impact: issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	• Incorrect product behavior without impact • Product question or enhancement	24 hours	• Phone • Email • Portal • Chat

***Response** is defined as a call or non-automated email from RSM to the Client end-user that a support issue has been acknowledged, and remediation is in progress.

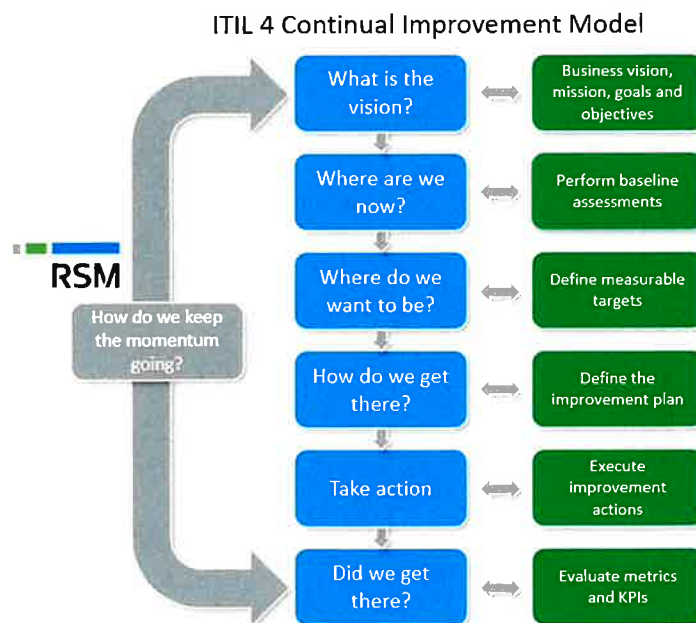
Service Level Response Time is defined as the number of hours a response is required within a particular Severity Level, but does not include any lack of response attributable to (a) scheduled maintenance, (b) defects or bugs in system hardware and software, (c) disruption of service due to tampering of equipment, (d) unavailability due to third-party providers (e.g. a lag time for a response to an internal alert due to an ISP internet connection outage), or (e) RSM is not responsible for missed SLAs due to escalation to third-party vendors.

Response times are measured from the time the incident is reported either by the monitoring toolset or by notification from Client. The starting time used in this measurement is the timestamp of the new ticket creation documented in the audit trail of the ticket.

- **Standard maintenance windows:** RSM will designate standard maintenance windows that will be mutually agreed upon.
- **Planned downtime notification:** Either party will notify the other of any scheduled maintenance downtime that will occur outside the standard maintenance windows. Except in cases of emergency, notification will be provided at least fifteen (15) days prior to downtime. In cases of emergency, both parties will endeavor to notify the other of a planned downtime as soon as practicable.
-

Continual Service Improvement

RSM looks to improve the way we deliver services for the benefit of our clients and to optimize our business. Our Continual Improvement Management process manages the identification, intake, disposition, and execution of improvement opportunities, as well as follows the ITIL 4 Continual Improvement Model.



The process begins by defining a clear vision that aligns with RSM's service goals and provides direction for all subsequent actions. Next, a thorough current-state assessment is conducted to understand existing services, user perceptions, and the people, processes, and technologies involved. Based on this evaluation, specific improvement goals and SMART KPIs are established to guide progress. A detailed, agile plan is then developed to implement these improvements, allowing for iterative adjustments as

needed. Execution follows, with a strong focus on tracking progress and making timely refinements. Once implemented, outcomes are measured against the original objectives to determine success. Finally, successful initiatives are promoted internally and externally to maintain momentum, while unsuccessful ones are analyzed for lessons learned to ensure continued value.

Training and Professional Development

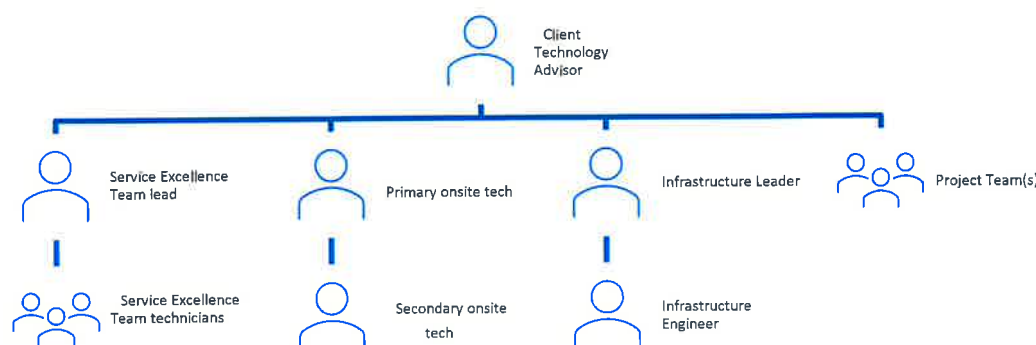
RSM's staff training program and Continuing Professional Education (CPE) requirements are designed to uphold professional excellence, ensure regulatory compliance, and support ongoing career development. In alignment with AICPA standards, all client-serving professionals at RSM are required to complete a specified number of CPE hours annually.

This framework is particularly well-suited to the technology sector, where tools and solutions are constantly evolving. Within the Managed IT team, professionals are encouraged to pursue relevant certifications—such as CompTIA, Microsoft, Cisco, and other enterprise-grade platforms—to enhance their technical capabilities and deliver greater value to clients.

Working consistently with government service clients—and particularly in response to evolving CMMC regulations—RSM staffs the Client Service Desk with personnel who are not only familiar with but also trained and certified in key compliance frameworks such as CJIS and CMMC. These professionals are equipped to support environments governed by rigorous security mandates, ensuring adherence to federal and state-level standards. In addition to these certifications, staff are also well-versed in the NIST Cybersecurity Framework (CSF), which provides a structured, risk-based approach to managing and improving cybersecurity posture, and the CIS Controls, which offer prioritized, actionable practices for safeguarding systems and data. This multi-framework expertise enables RSM to deliver comprehensive, compliant, and resilient IT support tailored to the needs of public sector and regulated clients.

Client service team structure

The chart below provides a snapshot of our team's structure and roles.



Client Satisfaction

RSM strengthens our first-choice advisor culture by regularly gathering and sharing client feedback and consistently applying those findings to mobilize our people around the common goal of understanding clients and tailoring our approach to each client's needs and expectations. Feedback is solicited in a variety of ways, including but not limited to resolution surveys on each support ticket and quarterly temperature checks. Using this research and ongoing client interaction, we set priorities for continual service improvement at both the enterprise and individual client-relationship levels. We rely on this feedback to guide our performance in areas such as:

- Bringing key characteristics called the 5 C's - caring, curious, collaborative, courageous, critical thinking - to each client relationship
- Building rich, enduring relationships based on a profound understanding of clients' goals and aspirations
- Offering diverse perspectives, thought leadership and insights to help clients prepare for the future and achieve greater heights
- Enabling clients to feel deeply understood and empowered to achieve their goals and aspirations

Our ultimate goal is to translate our understanding of middle market, industry, technical and economic issues—and a focus on long-term relationships—into meaningful value that helps clients feel confident to solve complex business problems and advance strategic opportunities.

Relevant Experience and References

We encourage you to contact our references to learn more about us, our team and our process, in addition to their first-hand knowledge of our proposed services to the Town of Paonia. We have a great client base in the larger Denver area as well and can supply local references should we be selected to move forward in the process.

Name of Reference	Contact information	Work performed
Attorney Registration and Disciplinary Commission ARDC operates under the authority of the Illinois Supreme Court, which has sole authority to regulate the admission and discipline of lawyers in Illinois.	Vick Paul, CPA, MA Chief Financial Officer 312-540-5339 vpaul@iadc.org	Managed IT Services, Managed Security Services, Microsoft CE Managed Application Services
Kansas City Public Library Library services for the city of Kansas City, MO	Melissa Carle Director of Information Systems 816-701-3516 melissacarle@kclibrary.org	Managed IT Services, vCIO, Managed Security Services
Metro Waste Authority Waste management services in Des Moines, IA.	Andrew Brand IT Operations Manager 515-323-6529 abr@mwatoday.com	Cloud hosting support, Dynamics GP support, ongoing IT infrastructure projects and Managed IT Services
Des Moines Area Regional Transit Authority The Des Moines Area Regional Transit Authority (DART) is the largest public transit agency in Iowa. DART provides transportation that anyone can access through services that include 25+ bus routes, paratransit, on demand and on call.	Kyle Foster Chief Information Officer 515-283-8100 kfoster@ridedart.com	Application development, Dynamics GP support, Network architecture projects, and Data analytics support

Responsiveness to Project Schedule

Smooth transition to working with us

When you outsource IT services from your shared internal team to RSM, you expect the transition to be smooth and orderly, resulting in as little distraction as possible.

To plan and facilitate your transition—with the objective of minimizing the time commitment for Paonia personnel propose a kickoff working session in which members of our teams map out objectives, milestones and deliverables from the beginning of our engagement through the final step, overall performance of the Paonia IT service desk function. Through RSM, you will continue to see the efficiency, effectiveness, security and overall performance to which you have become accustomed.

Through this process, your engagement team members look forward to getting to know Paonia's personnel and becoming oriented in all aspects of your business, laying the foundation for an efficient transition and a successful relationship.

Staff Capacity

RSM is currently well-positioned to take on additional clients within its Service Excellence Team (SET) framework, which is designed to deliver high-touch, industry-aligned support through small, dedicated teams. These SETs foster deep familiarity with each client's environment, enabling efficient issue resolution and proactive service delivery. For municipalities, this means consistent engagement with a core team that understands the Town's unique needs and strategic objectives. A dedicated account manager—typically a Client Technology Advisor (CTA)—is assigned to oversee service delivery, manage SLAs, and act as a strategic liaison. This role ensures that the Town receives not only responsive support but also thoughtful guidance aligned with long-term growth initiatives. Regular operational, executive, and strategic planning meetings are built into the engagement model to maintain alignment and momentum throughout the year.

Onboarding Timeline

RSM requires a period to transition services from another provider or in-house IT team. The duration ranges from six (6) to eight (8) weeks, depending on the complexity of the environment.

Why work with RSM?



Scalability and **coverage** – 24/7/365 network operations and **helpdesk** support



Predictability and cost savings with an all-inclusive and simple monthly subscription pricing model



Industry focus and deep technical experience – eliminate the hassle of recruiting, managing and retaining full time IT employees



Reduce risks and cybersecurity threats by leveraging specialized security, risk and privacy resources

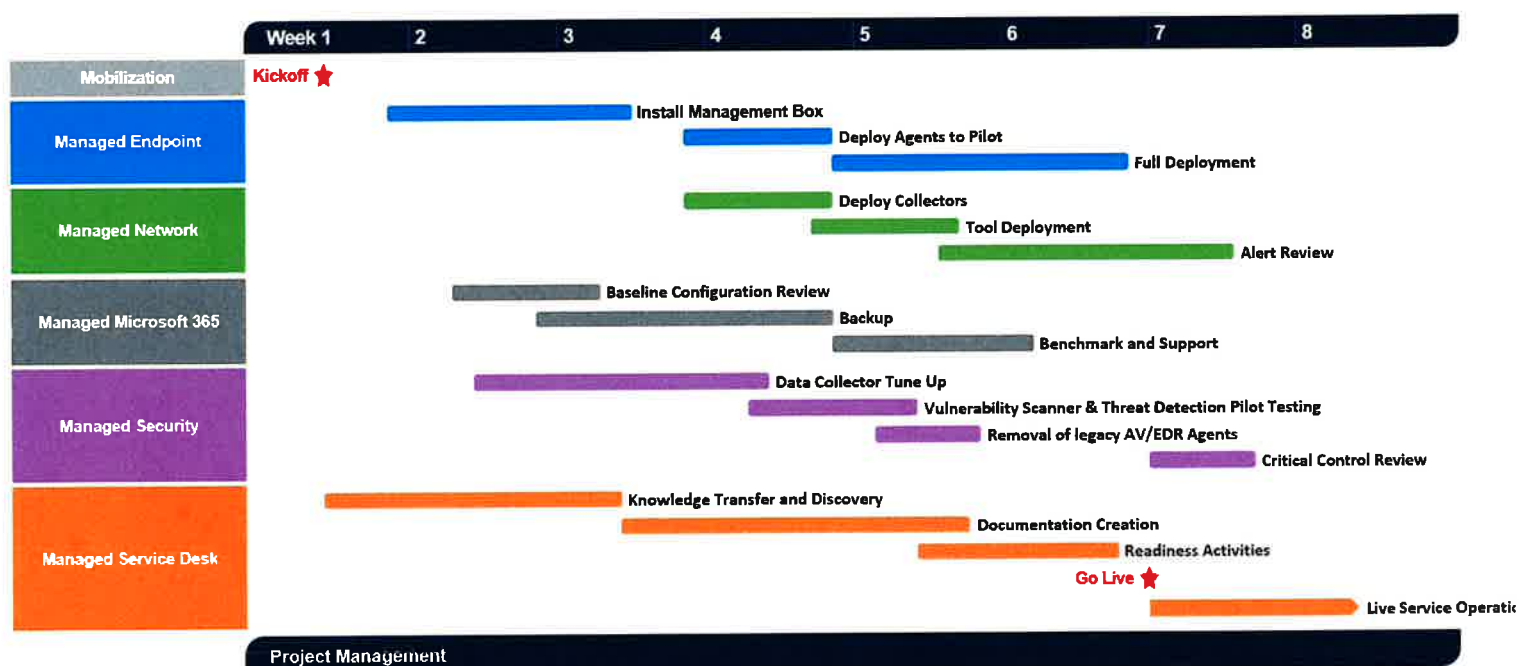


Improve the reliability of your technology operations

RSM will provide a dedicated onboard project manager who will lead the onboarding effort. These project managers specialize in onboarding managed service clients, and they operate from a well-defined project plan so that no steps are missed. Below is a list of onboarding activities that will occur prior to Go-Live:

- Install and configure RSM monitoring appliance
- Develop patching schedule and test functionality
- Install agents for endpoints
- Baseline configuration review
- Documentation review and creation

The chart below offers a more detailed look into the onboarding activities:



The project manager and CTA will work with Paonia to develop an appropriate communication plan to alert the end-user community of the upcoming changes and to inform them of ways to engage this new support.

During onboarding, additional resources will be deployed. These resources are onboarding specialists and include an implementation consultant and an onboarding project manager

A regular meeting cadence will be established that entails a monthly operational meeting, a quarterly executive meeting, and an annual strategic planning session. The monthly meetings will review reporting and operational performance of the RSM team and updates on the progress of projects and initiatives.

The quarterly meeting will be less detailed and focus more on accomplishments and opportunities to improve, while informing the executive team of any significant upcoming items.

The annual strategic meeting will include the RSM executive team and will chart a course for the next year's initiatives and budgetary recommendations.

Cost Proposal

Fees

Based on the understanding of your needs and specification with the RFP, our estimated fees are as follows:

Summary of deliverables	Estimated fee per month
Managed IT Services	
Managed Service Desk	
Managed Endpoint	
Managed Infrastructure	\$5,915
Managed M365	
Managed Security	
Managed Backup	

Anticipated hourly rate by professional level

The Town of Paonia may have other issues arise that are not in the scope of Managed Services like adding a new location or deploying a new technology. Most of the projects would be scoped out with deliverables defined and typically follow the structure below for staffing. Out of scope services can also be billed hourly and traditionally use a blended rate of the staffing structure below:

Level/ Expertise	Estimated fee per hour
Associate	\$180
Senior Associate	\$240
Supervisor	\$280
Manager	\$300
Director	\$400

Level/ Expertise	Estimated fee per hour
Sr. Director/Principal	\$450

First-year costs

We plan to absorb the first-year costs of gathering historical information, building architecture plans, and understanding your IT environment and business objectives. We estimate these costs to be approximately \$47,000.

Fee assumptions

Any proposed fees are based on the following assumptions:

- 23 full-time employees with CJIS certified support
- Endpoint deployment services and lifecycle tracking for managed endpoint
- Managed Backup for up to 1TB
- Billing begins month after contract signature

Statement of Acceptance

RSM accepts the Town's general terms and conditions outlined in the RFQ document on page 13.

We have reviewed the Town of Paonia Request for Qualifications ("RFQ") to perform professional IT managed services. If the Town of Paonia selects us based upon our response to the RFQ, we would seek to negotiate in good faith general terms and conditions ("Terms and Conditions") expected to be incorporated into a negotiated contract ("Agreement") entered into between RSM and Paonia. The Terms and Conditions would include terms customary and commensurate with the contemplated nature and complexity of the services requested, including by way of illustration, but not limited to, limitations of liability, exclusion of consequential damages, warranty of services provisions, network security authorization provisions, change order management, etc. We prefer to use our standard contract terms as the basis for such negotiation, since our standard contract is tailored to fit RSM's services and the deliverables we provide. Given our extensive experience in contracting with organizations similar to Paonia, we are confident that we can reach an agreement with you on these issues. Notwithstanding anything to the contrary contained in the RFQ or this response thereto, our obligation to perform any services shall follow the execution by both parties of a mutually agreed upon definitive agreement.

On behalf of our entire team, we sincerely thank the Town of Paonia for the opportunity to respond to this Request for Proposal for IT professional services. We are excited about the potential to support your

growing community with a solution that blends the strength of a local presence with the scale and expertise of national resources.

More than just a service provider, we aim to be a true partner—one who understands your goals, anticipates your needs, and grows alongside your community. Our focus is on building a long-term relationship rooted in trust, transparency, and shared success.

Our commitment is to deliver responsive, community-focused service backed by the tools, talent, and infrastructure needed to support your evolving technology landscape. We look forward to the possibility of partnering with you to help drive innovation, security, and operational excellence across your Town's IT environment.

Appendices

Appendix A—Engagement team biographies



Drew Faries

Principal, Consulting

RSM US LLP

drew.faries@rsmus.com



Summary of experience

Drew is a Consulting Principal at RSM, specializing in State and Local Government. With over 25 years of consulting experience, he has advised clients across local, state, and federal government sectors on strategy development, cost optimization, process reengineering, and technology-driven transformation.

Drew brings extensive international expertise and perspective, having worked with leading public and private sector organizations across North America, Europe, and the Asia-Pacific region. As a recognized digital thought leader at RSM, he has recently guided numerous organizations in shaping their digital strategies.

Drew has extensive experience leading and motivating teams, collaborating with senior government officials, and presenting to state agencies and other public sector governing bodies. His approach to consulting is pragmatic, collaborative and driven by a genuine curiosity to find a better way.

Areas of Expertise

- Strategy & Planning
- Cost Reduction
- Organization Design
- Digital Transformation
- Process Improvement
- Change Management

Professional Affiliations and Credentials

- Lean Six Sigma Green Belt
- Certification in Agile Management - International Consortium for Agile (ICAgile)
- ITIL V4 Foundations certification

- Certified Information Systems Auditor (CISA)
- Heart of Illinois United Way – Technology Committee Chair
- Junior Achievement – Board Member
- Arts Partners – Board Member
- Peoria Academy – Board of Trustees

Education

- Bachelor of Science, Business, University of Illinois
- Various continuing professional education in leadership, strategy, marketing, finance, accounting, operations, analytics, organizational design, human capital management, change management, project and program management



James Martin III

Principal, Managed IT Cloud and Infrastructure
RSM US LLP
Denver, Colorado
james.martin@rsmus.com
+1 719 684 6196

Summary of experience

James is a successful entrepreneur and professional IT consultant. He is an experienced certified professional with proven success as an executive leader and consultant in a diverse range of profit and non-profit business environments. His management and leadership experience includes high tech startups, IT managed services, IT outsourcing services, solution delivery lead, process improvement activities, accelerating overall productivity, profitability, and client satisfaction.

James has a strong aptitude to develop, mature and implement processes and procedures that improve company efficiencies. He demonstrates skills in managing tasks from concept to implementation, helping to ensure their on-time, on-budget, and on-scope delivery. He has a background in developing and executing solutions to client and organization requirements and is a proficient communicator, skilled in building and strengthening relationships across functions to drive unified, strategic operations.

James helps organizations enable sustainable growth and provide an excellent client user experience. He has operated in high-level senior roles leading and building global operations and client support services.

Professional affiliations and credentials

- ITIL Foundations, v4
- ServiceNow certified system administrator

Education

- Master of Arts, leadership, Denver Seminary
- Bachelor of Science, management information systems, Penn State University



Heather Fransen

Director, Managed IT, Cloud, and Infrastructure services
RSM US LLP
Dubuque, Iowa
heather.fransen@rsmus.com
+1 563 557 3608

Summary of experience

Heather is a seasoned professional specializing in the management and optimization of cloud and managed services for a diverse portfolio of over 450 global clients. With extensive experience across various industries, Heather excels in elevating client service and ensuring operational excellence.

In her role, Heather oversees the daily operations of the Managed IT Client Service Desk, leveraging her expertise in call center operations to enhance service delivery. She is dedicated to equipping her team with the necessary resources and support to provide exceptional client service.

Her commitment to continuous improvement drives her focus on refining processes and implementing security-centric procedures to enhance service quality. By staying at the forefront of industry trends and best practices, Heather ensures that her team can deliver both proactive and reactive solutions tailored to the evolving IT landscape of their clients.

Professional affiliations and credentials

- ITIL Foundations v4 certified
- 2024 Consulting Magazine's Women in Consulting, Up & Coming Leader
- 2024 Organizational Impact Award, Women's Leadership Network Dubuque

Education

- Bachelor of Arts, Cornell College
- Master of Science, Information Technology Management, Regis University



Joel Yager

Director, Managed IT Cloud and Infrastructure Services
RSM US LLP
Denver, Colorado
joel.yager@rsmus.com
+1 303 298 6467

Summary of experience

Joel is experienced in driving strategic initiatives and operational excellence in developing, optimizing, and executing IT strategies. He has led transformational projects and outsourcing engagements, achieving significant improvements in efficiency and cost-effectiveness. He is committed to enhancing customer satisfaction through effective delivery and support.

Joel offers clients a vast array of skills in the following areas:

- Software and application configuration and support
- Microsoft Windows server
- Microsoft SQL server
- Microsoft Dynamics

Professional affiliations and credentials

- ITIL 4 Specialist: Create, Deliver and Support
- ITIL 4 Specialist: Drive Stakeholder Value
- ITIL 4 Strategist: Direct, Plan and Improve
- Microsoft Dynamics GP installation and configuration

Education

- Bachelor of Science, information systems security, Westwood College



Chris Hanson

Director, Managed Technology Services
RSM US LLP
Denver, Colorado
chris.hanson@rsmus.com
+1 303 502 6242

Summary of experience

Chris leads large, complex managed services engagements spanning the strategy, design, onboarding, and operations phases. He has broad industry experience including life sciences, manufacturing, energy, nonprofit, public sector, telecom, and defense. Chris has served clients in technology and management consulting, including transformation and outsourcing engagements, for 20 years.

Chris leverages his broad experience and deep expertise to drive outcomes for clients to optimize their operations. He uses industry best practices to improve efficiency, control risk, and increase customer satisfaction. Chris is an innovator who drives strategic focus and continual improvement in service delivery.

Professional affiliations and credentials

- Project management professional
- ITIL v4 managing professional

Education

- Master of Business Administration, Atkinson Graduate School of Management, Willamette University
- Bachelor of Arts, computer science, Willamette University



Connor Smith

Supervisor, Managed IT, Cloud, and Infrastructure services
RSM US LLP
Denver, CO
connor.smith@rsmus.com
+1 303 586 0639

Summary of experience

Connor Smith is a seasoned cybersecurity professional with extensive experience in vulnerability remediation and systems security. In his current role as a Vulnerability Remediation Engineer, he and his team members have been instrumental in identifying and addressing security vulnerabilities within complex IT infrastructures for over 120 different clients. Connor's expertise lies in implementing robust security measures and leading teams to enhance organizational cybersecurity posture.

Throughout his career, Connor has demonstrated a commitment to staying abreast of the latest cybersecurity threats and mitigation strategies. His proactive approach to vulnerability management has significantly reduced potential risks and improved system resilience. By fostering a culture of continuous improvement and collaboration, he has successfully guided cross-functional teams in achieving security objectives and compliance standards.

Connor's dedication to cybersecurity excellence is evident in his strategic planning and execution of security initiatives. His ability to analyze complex security challenges and develop effective solutions has earned him recognition among peers and stakeholders. As a leader in the field, Connor continues to contribute to the advancement of cybersecurity practices and the protection of critical information assets.

Professional affiliations and credentials

- ITIL Foundations v4 Certified
- CompTIA A+ Certified
- CompTIA Security+ Certified

Education

- Bachelor of Science, Management Information Systems, Iowa State University



Nic Atterberry

Senior Associate, Managed IT Cloud and Infrastructure Services

RSM US LLP

Denver, Colorado

nic.atterberry@rsmus.com

+1 303 328 2269

Background

Nic Atterberry is a dedicated IT professional with a strong foundation in customer service, technical support, and Microsoft 365/Entra ID. He began his career in the banking sector in Illinois, where he worked his way into an IT/IS Officer role at a community bank. Through his work there, he developed a connection with RSM. Leveraging that relationship and seeking new challenges, Nic transitioned to RSM and relocated to Colorado.

Currently, Nic serves as a Tier 2 (T2) support specialist within the Life Sciences SET (Service Excellence Team) at RSM. He is known for his ability to tackle escalated and complex technical issues, delivering tailored solutions that meet unique client needs. In addition to his technical acumen, Nic is highly regarded for his calm and composed demeanor, especially in high-pressure scenarios, helping to maintain a steady and effective team environment.

Professional credentials and Education

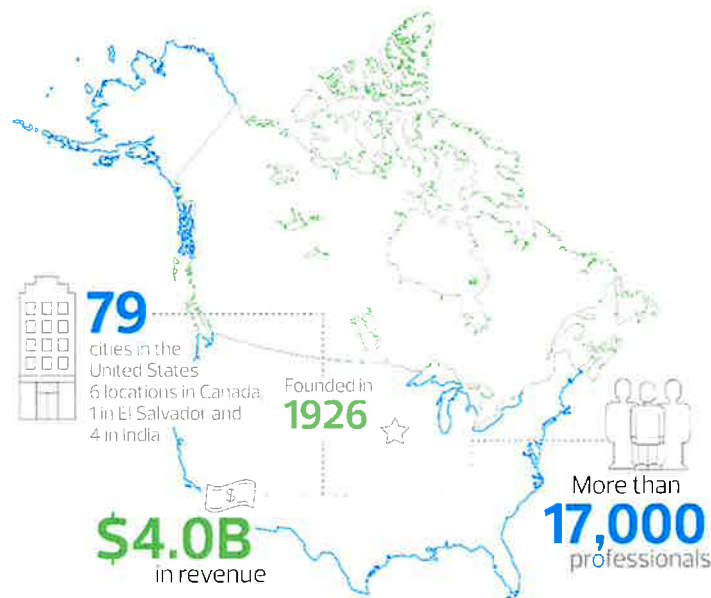
- ITIL Foundations v4 Certified

Appendix B—About RSM

RSM empowers middle market companies worldwide to take charge of change. Our unique middle market perspective makes RSM the natural choice for growth-oriented, internationally active organizations seeking relevant insights and tailored, innovative solutions for a complex and changing world. With a global reach spanning more than 120 countries, we instill confidence in a world of change by bringing the full power of RSM to make a lasting impact on our clients, colleagues and communities.

Our U.S. market is led by Brian Becker, managing partner and CEO of RSM US LLP. He oversees more than 17,000 assurance, tax and consulting professionals across 79 offices in the U.S., six in Canada, four in India and one in El Salvador.

RSM US and RSM UK recently announced plans to merge, creating a transatlantic enterprise with more than 23,000 people across six countries, including the U.S., Canada, the UK, Ireland, India and El Salvador.



www.rsmus.com

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Response Submission for

RFQ 2025-05
Professional Managed IT Services

September 30, 2025

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September 30, 2025

Via website: (Bidnet)
Town of Paonia
Stefen Wynn, Town Administrator & Treasurer
214 Grand Avenue
Paonia, CO 81428

Dear Stefen,

Thank you in advance for considering our response to RFQ 2025-05 Professional Managed IT Services. Our proposal to this RFP includes our Firm Overview, Qualifications, Technical Capabilities, and Pricing.

Jupiter Capital Management LLC is a boutique consultancy with more than 60 senior-level subject matter experts specializing in technology, operations, risk / audit / compliance and organizational growth. Nearly all of our consultants from our team of highly diverse backgrounds have 25+ years of seasoned, senior leadership experience in their fields and all have worked for many years in their industries as well as in consulting roles.

The team selected for this project brings specialized knowledge and hands-on experience in technology, implementation, risk, data governance, and security. They bring decades of experience and a proven track record of executing and delivering results. Our team is fully equipped to provide the necessary resources, skills, and strategic alignment to meet your objectives, ensuring the successful and timely execution of your projects.

With Jupiter you utilize highly qualified, nimble subject matter experts who are leaders in their specialty areas and who execute the scope of work personally. We do not down-source work to junior analysts or associates or outsource it offshore - the individuals you see in this proposal will be the ones working hands-on for you. Jupiter's efficient cost structure offers a very high ROI compared to top-heavy organizations. We also guarantee a turn-key deliverable result, and offer support post-engagement to ensure long-term success.

We understand that you have a difficult decision to make when selecting a project partner. Our project team is excited about the project and confident in their ability to deliver what you need. It would be our pleasure and privilege to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott R. Docie", is written over a light gray rectangular background.

Scott R. Docie, Managing Principal

COMPANY PROFILE



EXPERT CONSULTING & ADVISORY SERVICES



AI & Information Technology

AI Strategy & Implementation
Digital Transformation
IT Strategy & Delivery
IT Project Management



Cybersecurity & Data Privacy

Cybersecurity & IT Security
Data Privacy & Data Enablement
IT Audit & Compliance
IT Security Assessments & Enhancement



Risk, Audit & Compliance

Financial Services Risk, Audit & Compliance,
Industrial & Manufacturing Risk & Compliance,
Healthcare Audit & Compliance, Risk & Regulatory
Remediation Programs



Operations & Logistics

Global Supply Chain Management
Logistics & Sourcing Management
Real Estate Operations & Financing
Operational Risk Assessment & Management



Healthcare & Life Sciences

Healthcare Product Commercial Excellence
Healthcare & Life Science Audit & Compliance
Commercial Development & Licensing
Market Research & Product Advisory



Organizational Growth

Marketing Analysis & Growth Strategy, Data-Driven
/ AI-Driven Marketing Strategy, Organizational
Transformation & Change Management, Start-Up
Accelerator & Growth Enablement

Executive Summary

- Jupiter Capital Management LLC is a boutique consultancy established in 2019, with 60+ super-senior industry subject matter experts, most with 25+ years experience in the field, focused on technology / operations / risk, audit & compliance with numerous industry specializations.
- Jupiter has assembled a select team of distinguished leaders, each with software application expertise and a proven track record in technology integration, AI, data governance, and risk management, to drive the seamless, efficient, and successful implementation of the proposed software solutions.
- Jupiter's team has a proven track record of successfully executing multiple scopes of work and providing target deliverables for public-sector organizations.
- Jupiter's expertise will delivering a secure, scalable, and highly efficient system that streamlines critical processes.
- Proposed project schedules and timelines:
 - Phase 1: Contract Award & Mobilization** (Oct 15 – Nov 1, 2025)
 - Phase 2: Stabilization and Readiness** (Months 0–3, Nov 2025 – Jan 2026)
 - Phase 3: Optimization & Migration** (Months 4–8, Feb – Jun 2026)
 - Phase 4: Strategic Modernization** (Months 9–12, Jul – Oct 2026)
 - Phase 5: Ongoing Operations & Continuous Improvement** (Post-Year 1)
- The project will be spearheaded by a highly skilled team comprising of:
 - Program Manager:** Rachel Raden
 - Microsoft 365 Consultant:** Michael Reeb
 - Infrastructure | Cloud | Network & Systems | Support Consultant:** Conrad Krinock
 - Cybersecurity & Compliance Consultant:** Jackie Fernandes
 - Governance | Risk & Reporting Consultant:** Rod Boothe
 - Executive Sponsor & Client Engagement Consultant:** Laura Hogan (Local)
- Total estimated project cost is \$550,000 (exclusive of contingencies, licenses and travel expenses) delivering a very high ROI given Jupiter's highly competitive cost structure compared to "big 4" level firms



Project Summary

Jupiter Capital Management LLC ("Jupiter") is honored to present a comprehensive IT Managed Services and Governance Strategy designed to strengthen the Town of Paonia's technology operations, public safety, and citizen-facing services. Our proposed solution delivers a secure, resilient, and future-ready IT program that spans Town Hall, the Police Department, utilities, public works, and community services. By embedding cybersecurity, compliance, and governance discipline into every layer of support, Jupiter ensures Paonia's IT systems not only perform reliably but also enable transparency, accountability, and long-term community trust.

Drawing on decades of expertise in municipal IT modernization, cloud services, cybersecurity, and compliance-driven operations, Jupiter's approach aligns directly with Paonia's scope of work. From Tier I end-user support and SCADA resilience to CJIS-compliant law enforcement systems, disaster recovery, and accessibility compliance (HB 21-1110), our solution provides immediate stabilization while establishing a sustainable foundation for the Town's evolving needs.

Key Proposal Attributes

1. Governance & Trust Focus

Jupiter embeds structured governance into every stage of service delivery. Our Change Advisory Board (CAB), reporting dashboards, and quarterly business reviews provide Paonia with transparent oversight, risk validation, and accountability. Every IT decision is tracked, reviewed, and aligned with Town priorities.

2. Compliance-First IT Services

We bring proven expertise in state and federal compliance, including CJIS for police operations, SCADA oversight for utilities, and ADA/WCAG accessibility for digital services. Jupiter enforces policies for encryption, MFA, Conditional Access, and audit logging, ensuring Paonia's IT environment is defensible, secure, and audit-ready.

3. Resilient Architecture and Risk Management

Through disaster recovery planning, routine backup validation, and proactive monitoring, Jupiter safeguards critical Town systems. Our approach ensures water and wastewater treatment SCADA systems, public safety technologies, and Town Hall operations remain resilient against outages, cyberattacks, and operational disruptions.

4. Seamless Integration Across Town Systems

Jupiter ensures full interoperability across Paonia's technology footprint, including Microsoft 365, Caselle ERP, Laserfiche, Motorola Spillman, and SCADA vendor platforms. Our proactive vendor coordination reduces silos, streamlines support, and ensures every system from police dispatch to Town Hall finance operates reliably and securely.

5. Sustainable Operations and Workforce Adoption

Our model extends beyond technology. Jupiter provides role-based training, security awareness programs, and change management support to equip Town staff, utility operators, and police personnel to adopt systems confidently. Governance dashboards, SLA scorecards, and accessibility reporting ensure leadership visibility and measurable accountability.



Expected Return on Investment (ROI)

By partnering with Jupiter, the Town of Paonia will realize measurable and enduring benefits:

- **Secure Operations:** CJIS-compliant law enforcement systems, resilient SCADA environments, and proactive cybersecurity safeguards.
- **Audit-Ready Compliance:** Documented evidence binders, regulatory alignment, and transparency across all IT activities.
- **Operational Efficiency:** Proactive monitoring, streamlined ticketing, and automated patching reduce downtime and support costs.
- **Staff Empowerment:** Targeted training, role-based adoption programs, and ongoing change management enhance confidence and productivity.
- **Future-Ready Foundation:** Scalable design supports new systems, expanded digital services, and evolving community needs without disruption.

Executive Commitment

With Jupiter, the Town of Paonia secures more than a managed services provider; it gains a strategic partner committed to governance, compliance, and modernization. Our integrated methodology, public-sector expertise, and proven record with municipal and public safety clients ensure Paonia's IT environment is not only technically sound but also an institutional asset that advances the Town's mission of secure, reliable, and equitable service delivery. Under Jupiter's leadership, Paonia will be positioned as a model municipality for resilient, compliant, and citizen-centered IT operations.

Firm Overview: Jupiter is a boutique strategy and technology consultancy powered by a curated network of more than 60 senior advisors, each bringing over two decades of executive leadership across public- and private-sector transformation. Our model is intentionally lean and expert-led, bypassing traditional layers of overhead to deliver precision-crafted, outcome-driven solutions with speed, agility, and exceptional strategic clarity. By embedding seasoned leadership directly into the heart of each engagement, Jupiter ensures measurable value creation, stakeholder alignment, and sustained operational impact.

Project Team: The project will be spearheaded by a highly skilled team comprising of:

- Program Manager: Rachel Raden
- Microsoft 365 Consultant: Michael Reeb
- Infrastructure | Cloud | Network & Systems | Support Consultant: Conrad Krinock
- Cybersecurity & Compliance Consultant: Jackie Fernandes
- Governance | Risk | Reporting Consultant: Rod Boothe
- Executive Sponsor | Client Engagement | Change Management Consultant: Laura Hogan (local contact)

The Jupiter leadership team brings decades of experience delivering mission-critical IT, cybersecurity, and governance solutions to municipalities, utilities, and public-safety organizations, with expertise spanning Microsoft 365 administration, CJIS-compliant law enforcement systems, SCADA/OT support, disaster recovery, accessibility compliance, and vendor integration, all directly aligned to the Town of Paonia's Scope of Work. For Paonia, this depth of knowledge ensures the delivery of a secure, resilient, and future-ready IT environment that protects critical infrastructure, strengthens police and utility operations, modernizes Town Hall systems, and ensures equitable digital services. Through this approach, Jupiter enables Paonia to safeguard essential services, reduce operational risk, and deliver reliable, transparent technology that advances community trust and long-term resilience.

Proposed Approach: Jupiter's approach delivers a disciplined, tiered managed services program that balances immediate responsiveness with long-term resilience, fully aligned to the Town of Paonia's scope of work. Our integrated Tier I–III model ensures staff receive rapid, accountable support while complex infrastructure, cloud, and cybersecurity requirements are managed proactively. We will modernize Paonia's IT foundation by replacing aging servers with redundant, virtualized platforms; redesigning networks with secure segmentation to protect CJIS-compliant law enforcement systems, SCADA and utility operations,



and public-facing services; and deploying enterprise-grade cybersecurity aligned with NIST, HIPAA, ADA/WCAG, Colorado HB 21-1110, and CJIS standards. A phased delivery methodology spanning discovery, stabilization, workload migration, network hardening, and the implementation of backup, disaster recovery, and monitoring solutions ensures risk reduction from the start while building scalable resilience for the future. Operations will be further strengthened through disciplined Microsoft 365 administration, modern mobile device management, SLA-driven ticketing, and continuous performance reporting. Governance and accountability are embedded through weekly CAB sessions, monthly dashboards, and quarterly business reviews, while role-based training and structured change management drive adoption and operational confidence across departments. This comprehensive program provides the Town with more than IT support; it delivers a secure, compliant, and future-ready technology platform that ensures service continuity, enhances transparency, and fosters long-term community trust.

Proposed Project Timeline: Jupiter will execute a phased project timeline that delivers both immediate stabilization and long-term modernization for the Town of Paonia. The program begins with contract award and mobilization, ensuring governance structures, staffing, and CJIS clearances are in place prior to launch. Within the first 90 days, Jupiter will complete discovery, risk assessments, and stabilization activities, including deployment of new servers, enforcement of MFA and Intune policies, activation of secure backups, and implementation of the ticketing system. Over the next 4–8 months, Jupiter will drive secure workload migration, network redesign, and SCADA hardening, alongside compliance alignment with CJIS, NIST, HIPAA, ADA/WCAG, and Colorado HB 21-1110. By the end of year one, the Town will transition into strategic modernization, with SIEM-driven monitoring, mobile device management, full disaster recovery failover testing, and staff knowledge transfer completed. From there, Jupiter will maintain a cadence of monthly dashboards, quarterly disaster recovery tests, and annual compliance audits, ensuring Paonia's IT environment remains resilient, transparent, and future-ready.

Budget: Jupiter's budget for the Town of Paonia's IT Services is \$550,000, exclusive of travel expenses and licensing/software, with a multi-year option covering all ongoing operational maintenance and continuous performance improvements at a budget of \$360,000 annually, exclusive of travel expenses, and designed to optimize operational efficiency, scalability, and long-term value. Our proposed budget is designed to balance fiscal responsibility with the delivery of enterprise-grade infrastructure, cybersecurity, and managed services that fully align with the Town of Paonia's scope of work. One-time investments are strategically allocated to replace end-of-life servers with redundant, virtualized platforms, modernize network and SCADA environments, implement CJIS-compliant security for law enforcement, and deploy robust backup and disaster recovery capabilities. These foundational upgrades establish secure governance, regulatory compliance, and operational resilience from the outset. Once this transition is complete, a transparent, flat monthly managed services fee of \$30,000 monthly sustains Tier I–III support, cybersecurity monitoring, mobile device management, ITSM ticketing, accessibility compliance, and governance reporting, ensuring predictable costs and measurable performance. This model provides fiscal clarity, scalability, and accountability, allowing Paonia to adapt services as community needs evolve.

Experience: Jupiter brings a distinguished track record of delivering secure, compliant, and future-ready IT solutions for municipalities, public-sector organizations, and regulated industries expertise that directly aligns with the Town of Paonia's scope of work. Our senior leadership team has successfully executed enterprise infrastructure modernizations, deployed CJIS-compliant law enforcement systems, fortified SCADA and utility environments, and implemented enterprise-grade backup and disaster recovery frameworks. We have guided state and local governments through complex mandates, including NIST 800-53/171, ADA/WCAG accessibility standards, HIPAA data protection, and Colorado HB 21-1110, ensuring audit-ready operations and defensible governance. With proven capabilities in Microsoft 365 administration, network segmentation, mobile device governance, and cybersecurity readiness, Jupiter has consistently stabilized IT operations while creating scalable foundations for modernization. This depth of experience uniquely positions us to help Paonia strengthen day-to-day services, safeguard critical infrastructure, and build a resilient, transparent IT environment that inspires long-term community trust.

QUALIFICATIONS, EXPERIENCE & REFERENCES

Program Manager: Rachel Raden

MS365 Consultant: Michael Reeb

Infrastructure | Cloud | Network & Systems | Support Consultant: Conrad Krinock

Cybersecurity & Compliance Consultant: Jackie Fernandes

Governance | Risk & Reporting Consultant: Rod Boothe

Executive Sponsor & Client Engagement Consultant: Laura Hogan (Local)



Rachel Raden | Program Manager

As Head of Advisory with Jupiter, Rachel is a nationally recognized transformation leader with more than two decades of experience guiding private, public-sector agencies and mission-driven organizations through complex technology modernization programs. Her career is defined by helping institutions translate ambitious IT initiatives into measurable outcomes that are secure, compliant, and sustainable. For the Town of Paonia, Rachel will serve as Program Executive, ensuring that Jupiter's managed IT services are delivered with discipline, transparency, and alignment to the Town's strategic priorities.

In this role, Rachel will oversee the design and execution of Paonia's program governance model, ensuring every workstream, whether Tier I service desk operations, Tier II onsite support, or Tier III infrastructure and cybersecurity management, is coordinated under a single, accountable framework. She will chair weekly governance sessions with the Town Manager, establish clear reporting lines, and enforce Service Level Agreements (SLAs) that guarantee performance, responsiveness, and compliance across Town Hall, public safety, utilities, and citizen-facing services. This structured oversight ensures that the Town gains not just day-to-day IT stability but also a programmatic foundation for modernization and resilience.

Rachel's leadership extends to stakeholder alignment, ensuring that the priorities of the Police Department, Public Works, Utilities, and Town Hall are fully reflected in IT planning and execution. She will facilitate structured requirements sessions, readiness assessments, and risk workshops to identify department-specific needs and to align resources accordingly. By tailoring program delivery to the unique operational context of each department, CJIS compliance for police, SCADA uptime for utilities, accessibility for public-facing services, Rachel ensures that every investment in IT modernization directly strengthens Paonia's mission of secure, reliable, and equitable service delivery.

Beyond initial implementation, Rachel will drive performance management and continuous improvement through structured reporting, dashboards, and key performance indicators. She will oversee the development of operational scorecards that track SLA attainment, patch compliance, backup success, and cybersecurity readiness, ensuring leadership has clear visibility into system health and risk posture. Her program management approach also embeds lifecycle planning for assets, ensuring Paonia can forecast upgrades, replacements, and costs with precision and fiscal responsibility.

Equally critical, Rachel emphasizes change management and workforce adoption as core pillars of program success. She will guide the rollout of role-based training for staff across Town Hall, utilities, and public safety, ensuring every user has the knowledge and confidence to leverage new systems effectively. By implementing a "train-the-trainer" model and departmental champion networks, she will build local capacity, reinforce adoption, and reduce reliance on external support over time. Her approach ensures that IT modernization is not just implemented but fully embraced, sustained, and scaled.

Through Rachel's leadership, the Town of Paonia will gain more than IT support; it will gain a comprehensive program that unites governance, service delivery, and change management under a single executive framework. By aligning modernization efforts with municipal priorities, enforcing accountability through structured governance, and fostering adoption through training and communication, Rachel ensures that Jupiter's managed IT services deliver both immediate operational stability and long-term strategic value. Under her guidance, Paonia will position itself as a leader in municipal technology modernization, capable of protecting its critical infrastructure while advancing transparency, compliance, and citizen trust.



Comparable Projects & Experience

Rachel is a senior transformation executive with more than twenty years of experience driving digital modernization, enterprise data strategy, and complex systems integration across municipalities, higher education, and the private sector. As Head of Advisory at Jupiter Capital Management, she specializes in unifying people, processes, and technology to deliver measurable improvements in efficiency, compliance, and citizen service delivery. For the Town of Paonia, Rachel provides strategic leadership to ensure that modernization efforts—including infrastructure upgrades, Microsoft 365 governance, cybersecurity alignment, and SCADA resilience—are not only technically sound but also strategically aligned with municipal priorities of transparency, accountability, and community trust.

Her expertise spans master data management, governance frameworks, and enterprise-scale integration—capabilities essential to Paonia's mission of stabilizing IT operations and building a future-ready digital foundation. She has successfully led initiatives that eliminate silos, establish stewardship models, and strengthen accountability while ensuring compliance with CJIS, HIPAA, ADA/WCAG, NIST, and Colorado HB 21-1110. By embedding equity-by-design, audit-ready reporting, and defensible governance into every phase of transformation, Rachel positions Paonia to achieve secure, explainable, and trusted digital services that improve decision-making, enhance day-to-day operations, and foster long-term community confidence.

Ameriprise Financial Services

At Ameriprise Financial Services, Rachel led a transformative digital initiative that centralized fragmented enterprise data into a unified AWS Data Lake, eliminating silos and enabling real-time analytics, machine learning, and AI-driven insights. This modernization delivered a single, trusted view of institutional data, empowering teams to act with accuracy, speed, and transparency. For the Town of Paonia, Rachel brings the same expertise in architecting secure, scalable platforms to modernize municipal systems—replacing legacy infrastructure with resilient servers, enabling Microsoft 365 governance, and unifying data from Caselle ERP, Spillman, ESRI ArcGIS, and SCADA systems into a cohesive, audit-ready foundation.

Her leadership in governance and compliance ensures that every modernization effort is anchored in defensible frameworks aligned with CJIS, NIST, HIPAA, ADA/WCAG, and Colorado HB 21-1110. Rachel has embedded equity-by-design, lineage tracking, and audit-ready reporting into enterprise systems, enabling organizations to shift from reactive operations to proactive service delivery. For Paonia, this translates into secure IT operations, transparent decision-making, and sustainable modernization that strengthens daily services, enhances resilience, and builds community trust in digital transformation.

CODE42

At Code42, Rachel led a transformative initiative to optimize digital transformation strategies, establishing Salesforce as the cornerstone of the company's sales operations. She streamlined critical workflows by strategically aligning Salesforce's capabilities with the company's Quote-to-Cash processes, including contract management, billing, and customer interactions. This seamless integration significantly enhanced the efficiency of sales teams, driving improved engagement, smoother operations, and stronger revenue growth, ultimately resulting in a noticeable improvement in overall business performance.

Rachel's dedication to data integrity and governance was central to the success of this transformation. Overseeing the management of millions of records, she led a comprehensive data cleansing process to ensure that sales and customer data remained accurate and reliable. Her commitment to data quality not only uncovered new business opportunities but also laid the foundation for more robust customer retention strategies. By creating a solid data framework, Rachel empowered teams to anticipate customer needs more effectively and execute targeted marketing campaigns with greater precision. Her holistic approach to integrating digital transformation systems with other core business functions fortified Code42's broader transformation strategy, enabling data-driven decision-making and positioning the company for sustained growth and long-term success.

Arcserve, LLC

At Arcserve, Rachel played a pivotal role in driving the company's digital transformation by leveraging her expertise in system integration. One of her standout achievements was leading the establishment of a centralized, enterprise-wide data warehouse. By consolidating both business and operational data into this unified repository, Rachel provided Arcserve's teams with seamless access to critical business intelligence. This integration significantly enhanced visibility into client behavior, optimized inventory management, and improved decision-making processes, enabling more accurate forecasting. The implementation of this centralized data warehouse facilitated advanced analytics across the organization and empowered more effective customer engagement strategies and streamlined operational workflows.

Rachel's focus on integrating key digital transformation tools into Arcserve's broader ecosystem further streamlined business functions such as sales compensation models and reporting processes. By automating these critical tasks, she reduced manual effort, minimized operational errors, and drove productivity gains across departments. Her meticulous approach to integrating systems ensured the smooth flow of data, aligning departments more effectively and reinforcing Arcserve's commitment to leveraging technology for superior service delivery. Additionally, the robust data governance framework Rachel implemented ensured the integrity of integrated data, enabling informed, actionable insights that guided sustainable growth and operational excellence.

3M Corporation

At 3M, Rachel demonstrated her strategic leadership by spearheading a transformative digital transformation initiative that spanned sales, marketing, and product development. She effectively leveraged advanced business intelligence tools and integrated them with existing systems to automate key processes, particularly sales compensation, driving significant cost savings. By aligning business intelligence data with sales strategies, she optimized lead generation, leading to a substantial increase in sales revenue and a marked improvement in overall performance. This approach enabled 3M's marketing efforts to become more targeted and impactful, using valuable customer insights to fuel business growth.

In addition to process automation, Rachel led the integration of critical systems such as SAP, QlikView, and Business Objects with 3M's digital transformation platform. This integration significantly enhanced data accessibility, improving the overall user experience and fostering greater engagement across the organization. Her leadership in designing user-centric training programs ensured the successful adoption of these systems across more than 500 employees. Rachel's focus on data-driven decision-making made the digital transformation tools an integral part of 3M's operations, allowing leadership to refine strategies, enhance customer satisfaction, and drive long-term growth.

In summary, Rachel's extensive experience in digital transformation—demonstrated through her leadership at Ameriprise Financial, Code42, Arcserve, and 3M—underscores her ability to unify complex systems, integrate emerging technologies, and deliver measurable outcomes for both public and private organizations. She has repeatedly centralized fragmented environments into governed, enterprise-ready ecosystems that support advanced analytics, AI adoption, and cross-departmental efficiency. This expertise directly aligns with the Town of Paonia's priorities to modernize aging infrastructure, secure critical systems, and implement governance frameworks that ensure compliance with CJIS, NIST, HIPAA, ADA/WCAG, and Colorado HB 21-1110.

Rachel's proven leadership in modernization positions her as an ideal executive partner to guide Paonia's IT transformation. By integrating diverse platforms such as Caselle ERP, Spillman, ESRI ArcGIS, SCADA systems, and Microsoft 365 into a unified, secure foundation, she will enable greater transparency, strengthen service delivery, and enhance community trust. With deep expertise in governance, advanced analytics, and AI readiness, Rachel ensures Paonia's initiatives deliver immediate operational stability while establishing a sustainable, future-ready technology framework that supports compliance, equity, and long-term community impact.



Michael Reeb | Microsoft 365 Consultant

Michael Reeb is a nationally recognized enterprise architect and Microsoft ecosystem leader with more than two decades of experience guiding public-sector agencies, municipalities, and Fortune 500 organizations through complex technology transformations. As Vice President of AI and Data Management with Jupiter, Michael specializes in Microsoft 365, Dynamics 365, Power Platform, and Azure Cloud. These capabilities are directly aligned with the Town of Paonia's mission to stabilize IT operations, strengthen compliance, and modernize collaboration across Town Hall, the Police Department, utilities, and citizen-facing services.

Michael ensures that Microsoft 365 is delivered not as a basic productivity tool but as a secure, compliant, and future-ready foundation for municipal operations. He has led Microsoft's FastTrack and Windows 365 delivery programs, architecting enterprise-wide deployments of Azure Active Directory, Intune device management, Teams governance, and SharePoint and OneDrive modernization for government and regulated industries. His expertise directly supports Paonia's need for CJIS-compliant law enforcement systems, HB 21-1110 accessibility compliance, and the secure integration of SCADA, Caselle ERP, and Spillman platforms into a cohesive and reliable digital environment.

With extensive experience connecting platform architecture to public-sector governance, Michael brings a security-first mindset rooted in NIST 800-53, HIPAA, and CJIS frameworks. For Paonia, this means deploying Microsoft Entra ID with conditional access and role-based controls, enabling Microsoft Defender XDR for advanced threat detection, and leveraging Microsoft Purview for comprehensive data governance and audit readiness. His disciplined approach ensures that every configuration, from identity management to data retention, is aligned with municipal priorities, regulatory mandates, and long-term operational resilience.

Michael is also a leader in applying data intelligence and AI within Microsoft environments. His work with Power BI, Power Automate, and Copilot AI helps municipalities move beyond static reporting toward predictive analytics, real-time insights, and conversational interfaces. For Paonia, this translates into actionable dashboards for leadership, automated workflows for compliance and service tracking, and intelligent tools that enhance responsiveness for staff and the community.

Under Michael's leadership, Paonia will gain more than a modernized Microsoft 365 platform. The Town will inherit a resilient, secure, and intelligent digital ecosystem that strengthens daily operations, ensures defensible compliance, and empowers staff with the modern tools needed for collaboration, accountability, and community trust. His proven record of aligning Microsoft technologies with mission outcomes ensures that Paonia achieves immediate stability while building the foundation for scalable innovation and sustainable modernization.



Comparable Projects & Certificates

Victoria PLC, UK (Contract)

Head of Data Projects

Michael is a Microsoft technology expert with a strong track record of delivering scalable, cloud-based data solutions that enhance performance, governance, and ROI. He led the development of a centralized data hub using Azure services—including Power BI, Data Factory, Databricks, and Analysis Services—streamlining access to enterprise data and enabling real-time reporting for thousands of users. His architecture improved compliance, data reliability, and operational agility across the organization.

Reeb also implemented an ETL framework that integrated SAP Finance, Microsoft Dynamics 365, and SQL/ PostgreSQL, reducing BI development time by 50% and standardizing reporting enterprise-wide. His cloud optimization initiatives generated over \$250K in annual savings through Azure and Microsoft Viva licensing. With hands-on expertise across the Microsoft ecosystem, he consistently delivers modern, cost-effective solutions that align technology with business strategy.

Microsoft Corporation

Leadership Roles

Michael brings extensive, hands-on expertise in Microsoft Dynamics 365 CRM implementation, gained through years of leadership at Microsoft where he supported complex, enterprise-scale digital transformation initiatives. He is certified in Microsoft Dynamics 365 Fundamentals (CRM), Power Platform, Azure, and Microsoft 365—demonstrating a comprehensive grasp of the Microsoft technology ecosystem that directly supports CRM modernization efforts. His experience includes leveraging Power BI, Azure DevOps, and the Microsoft cloud stack to track user stories, automate workflows, and enhance performance reporting—skills essential to delivering scalable, secure, and insight-driven CRM platforms.

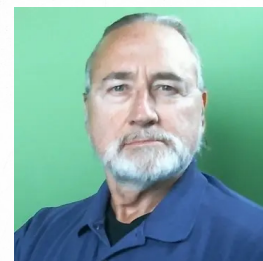
In addition to his technical acumen, Michael successfully led more than 50 cross-functional change initiatives, including the redesign of business process tools and risk compliance systems used by global teams. His work directly improved organizational performance metrics, eliminated high-risk compliance backlogs, and accelerated time-to-value for enterprise software deployments. He has also managed large agile teams, overseen end-to-end product lifecycle execution, and driven measurable outcomes through KPI and OKR alignment—all within highly regulated public-sector and Fortune 500 environments. Michael's combined mastery of Microsoft Dynamics 365 and enterprise IT operations uniquely positions him to lead CRM projects that require both strategic vision and technical precision.

Certifications

Project Management Certifications
Project Management Professional (PMP)
Project Management Institute (PMI)
Agile Certified Practitioner (ACP)
Project Management Institute (PMI)
Certified ScrumMaster (CSM) - Scrum Alliance
Project+ - CompTIA
ClickUp Expert Certified - ClickUp

Technology Certifications

AWS Certified Cloud Practitioner - Amazon Web Services (AWS)
Microsoft Certified: Azure Fundamentals (AZ-900) - Microsoft
Microsoft Certified: Azure Data Fundamentals (DP-900) - Microsoft
Microsoft Certified: Microsoft 365 Fundamentals (MS-900) - Microsoft
Microsoft Certified: Dynamics 365 Fundamentals (CRM) - (MB-910) Microsoft
Microsoft Certified: Power Platform Fundamentals (PL-900) Microsoft
CompTIA A+ - CompTIA
CompTIA Network+ - CompTIA
CompTIA Cloud+ - CompTIA
CompTIA Mobility+ - CompTIA



Conrad Krinock | Cybersecurity & Compliance Consultant

Conrad is a senior technology executive with more than 25 years of experience driving enterprise IT modernization, infrastructure optimization, and secure systems integration across state, federal, and regulated environments. As Vice President of Cybersecurity & Data Management with Jupiter Capital Management, he has led large-scale transformation initiatives that unified complex IT ecosystems while embedding governance, compliance, and operational resilience. For the Town of Paonia, Conrad will serve as Infrastructure, Cloud, and Systems Consultant, ensuring that Town Hall, public safety, and community-facing services operate securely, efficiently, and in full alignment with applicable state and federal standards.

In this role, Conrad will oversee the design and management of Paonia's IT infrastructure, spanning servers, storage, networks, cloud environments, and end-user systems. He will implement secure and reliable connectivity across Town Hall, Police, and public works facilities, ensuring seamless integration of mobile devices, desktops, laptops, and surveillance systems. With direct oversight of cloud and hybrid platforms, including Microsoft 365, Azure Active Directory, and Intune, he will enforce standardized controls that deliver consistency, uptime, and regulatory compliance across the Town's digital environment.

Networking and systems architecture are central to Conrad's leadership. He will design resilient, segmented networks that protect both IT and OT environments, ensuring SCADA platforms used for critical operations are isolated, auditable, and defended against external threats. By modernizing firewalls, switches, wireless infrastructure, and public-facing systems such as Wi-Fi and VoIP, Conrad will establish a secure and interoperable environment that strengthens both internal operations and public engagement.

Cybersecurity and compliance are embedded in every layer of his approach. A CISSP, CISM, and ITIL-certified executive, Conrad applies secure-by-design principles, role-based access control, multifactor authentication, SIEM-driven monitoring, and encrypted data flows to safeguard sensitive data. His deep experience with frameworks such as CJIS for law enforcement systems, NIST 800-53 for federal cybersecurity compliance, and ADA/WCAG for accessibility ensures that Paonia achieves a defensible, audit-ready posture aligned with state and federal expectations.

Equally important is Conrad's ability to manage multi-vendor environments with discipline and transparency. Acting as Paonia's single point of accountability, he will coordinate with partners such as Motorola for public safety systems, Caselle for ERP, and SCADA vendors, embedding structured testing, lifecycle planning, and compliance checkpoints into every engagement. This ensures that all systems, from Microsoft 365 to SCADA, operate securely, reliably, and in full alignment with the Town's mission and oversight requirements.

Through Conrad's leadership, Paonia gains more than infrastructure oversight, secures a trusted partner with state and federal regulatory expertise who is dedicated to modernizing systems, strengthening cybersecurity, and enabling resilient operations. His proven record of aligning infrastructure, cloud, networking, and compliance ensures that Paonia's IT environment is not only stabilized today but strategically positioned for sustainable, future-ready growth.



Comparable Projects & Experience

Krinock Software Services, LLC - CTO

As Chief Technology Officer of Krinock Software Services, Conrad brings more than 25 years of enterprise IT leadership with deep expertise in systems integration, cloud infrastructure, and cybersecurity governance capabilities directly aligned with the Town of Paonia's priorities for IT stabilization, compliance, and modernization. He has architected and delivered enterprise-grade, cloud-native infrastructures that unify diverse platforms while ensuring secure data exchange across mission-critical environments, including SCADA for utilities, municipal ERP systems, law enforcement platforms, and GIS tools. A Certified Information Systems Security Professional (CISSP), Certified Information Security Manager (CISM), and ITIL-certified executive, Conrad embeds security-by-design principles into every engagement, implementing role-based access controls, encryption protocols, and automated compliance reporting aligned with CJIS, NIST 800-53/171, HIPAA, ADA/WCAG, and Colorado HB 21-1110. By combining advanced architecture with regulatory discipline, he ensures Paonia's IT and OT environments are resilient, audit-ready, and future-proof delivering operational continuity, regulatory trust, and a sustainable foundation for modernization.

CNO Financial Group

As Lead Data and CISSP Architect at CNO Financial Group, Conrad directed large-scale modernization of enterprise data warehouses and integration frameworks experience that directly supports the Town of Paonia's priorities for secure, resilient, and future-ready IT systems. He unified fragmented legacy platforms into modern, cloud-native ecosystems leveraging Snowflake, Azure Synapse, Databricks, Denodo, and Informatica IDMC, enabling scalable, compliant, and interoperable environments. His leadership in migrating on-premise systems to secure hybrid architectures mirrors Paonia's objectives of replacing aging infrastructure, integrating SCADA operations, and stabilizing municipal platforms such as Caselle ERP, Spillman, and ESRI. Conrad embeds governance and security-by-design into every solution, implementing role- and attribute-based access controls, OAuth2.0 authentication, TLS encryption, and SIEM-driven monitoring to align with CJIS, NIST 800-53/171, HIPAA, ADA/WCAG, PCI-DSS, and Colorado HB 21-1110. By combining deep expertise in data modernization with a disciplined cybersecurity framework, Conrad ensures Paonia's IT and OT environments are audit-ready, resilient, and strategically positioned to support operational continuity, compliance assurance, and long-term community trust.

Wells Fargo & Company (Collabra Consulting)

Conrad's tenure as Cybersecurity and Data Architect at Wells Fargo underscores his ability to design and secure enterprise platforms in one of the most highly regulated environments in the nation expertise directly aligned with the Town of Paonia's mandate to modernize IT infrastructure while ensuring compliance and resilience. Serving as the sole security lead for a 60-person engineering division, he architected enterprise-wide cybersecurity strategies that balanced innovation with rigorous regulatory alignment. His work included implementing secure integration models with OAuth2/OIDC, advanced identity and access management frameworks, and role- and access-based controls to enforce least-privilege access. He embedded safeguards against tampering, replay, and denial-of-service attacks, practices that translate directly to protecting Paonia's SCADA systems, Police Department CJIS-compliant operations, and critical municipal platforms such as Caselle ERP, Spillman, and ESRI. Conrad ensured audit readiness and governance discipline by aligning with NIST 800-53, PCI-DSS, CJIS, HIPAA, ADA/WCAG, and Colorado HB 21-1110, leveraging advanced tools including Black Duck, Fortify, SIEM platforms, and penetration testing suites to proactively identify and remediate risks. By bringing this blend of technical depth, compliance expertise, and leadership, Conrad positions Paonia to achieve a secure, resilient, and future-ready IT environment that strengthens operational reliability, protects sensitive data, and builds lasting community trust.

State of Texas Department of Transportation

Conrad's role as Information Security Architect for the Texas Department of Transportation (TxDOT) demonstrates his ability to design and deliver secure, large-scale integration architectures across complex public-sector environments—capabilities directly aligned with the Town of Paonia's mandate to stabilize and modernize critical IT operations. At TxDOT, he led the TxDOTConnect SOA/IDS/IPS/SIEM initiative, architecting a Universal Security Catalogue to enforce governance across 184 mission-critical applications while embedding compliance discipline through frameworks such as MITRE-CWE, OWASP, NIST 800-53, SANS, and CIS. He trained more than 100 software engineers in secure development practices, including SonarQube scanning and OWASP code reviews, ensuring that security was embedded throughout the application lifecycle. Conrad also designed enterprise identity and access models leveraging One Identity, Auth0, OAuth2.0/OIDC, PKI, and JWT standards—approaches that directly translate to Paonia's requirements for least-privilege enforcement and CJIS-compliant Police operations. By orchestrating cloud-native solutions with Azure, Kubernetes, and OpenShift, he modernized infrastructures while safeguarding sensitive data and strengthening operational resilience. This blend of technical leadership, regulatory alignment, and modernization expertise positions Conrad to help Paonia secure SCADA environments, modernize municipal networks, and safeguard platforms such as Caselle ERP, Spillman, ESRI, and Laserfiche—ensuring the Town achieves both immediate compliance and long-term digital trust.

State of Texas Workforce Commission

Conrad's role as Enterprise Data Warehouse and Security Architect for the Texas Workforce Commission (TWC) highlights his ability to design and secure enterprise-scale data systems expertise directly aligned with the Town of Paonia's need to modernize and protect critical municipal platforms. At TWC, he architected a multi-tier enterprise data warehouse capable of processing over 5 terabytes of data daily, implementing advanced ETL pipelines and secure modular architectures spanning staging, raw vault, data vault, and business vault tiers. By embedding governance, master data management (MDM), and real-time security monitoring into the design, Conrad ensured that sensitive workforce data was structured, auditable, and compliant. These same practices translate to Paonia's mission-critical systems including Caselle ERP, Spillman law enforcement platforms, SCADA environments, and GIS where resilience, auditability, and compliance are paramount. Leveraging tools such as Oracle 12c, AWS, Informatica, Sybase, and IBM DB2, he implemented role-based and attribute-based access controls, JWT authentication, TLS encryption, SIEM monitoring, and OWASP/NIST safeguards to enforce confidentiality, integrity, and availability. For Paonia, this experience ensures not only the modernization of IT infrastructure but also the delivery of secure, audit-ready, and future-proof architectures that strengthen day-to-day operations, ensure compliance with CJIS, NIST, HIPAA, ADA/WCAG, and HB 21-1110, and build lasting community trust in municipal digital services.



Jackie Fernandes | Cybersecurity & Compliance Consultant

Jackie, Vice President of Cybersecurity & Data Privacy with Jupiter, is a nationally recognized security executive with more than 20 years of experience leading cybersecurity, compliance, and risk management programs across state and federal government agencies, public-sector institutions, and regulated industries. For the Town of Paonia, she will serve as the Cybersecurity and Compliance Consultant, ensuring that Town Hall, law enforcement, utilities, and citizen-facing systems are governed by enterprise-grade safeguards that align with state and federal mandates while maintaining the trust of both staff and the community. Her leadership positions cybersecurity as the foundational layer of every system, service, and process Paonia depends on to deliver secure, compliant, and equitable public services.

In this role, Jackie will embed security-by-design principles into Paonia's IT environment, covering Microsoft 365, SCADA platforms, law enforcement systems, and public-facing digital services. She will implement fine-grained role-based access controls, multifactor authentication, conditional access policies, and encrypted data flows to enforce a Zero Trust security model. By integrating SIEM monitoring, tamper-resistant audit logging, and automated provisioning, Jackie will ensure that every system interaction, whether in Town Hall, the Police Department, or utilities, remains fully compliant, auditable, and defensible against both internal and external risks.

Jackie's governance expertise ensures strict alignment with the most relevant regulatory frameworks, including CJIS requirements for law enforcement, NIST 800-53 and 800-171 standards for cybersecurity controls, and ADA/WCAG mandates for accessibility in citizen-facing services. She has extensive experience ensuring compliance with HIPAA, FERPA, and state-specific cybersecurity and privacy statutes, and will extend this expertise to Paonia's operational environment. Jackie will establish audit-ready governance processes, including compliance dashboards, risk registers, incident response playbooks, and escalation protocols, giving Paonia's leadership real-time visibility into system resilience, regulatory posture, and readiness for state and federal audits.

Her leadership also bridges strategic vision with operational execution. Jackie has successfully guided state agencies, higher education institutions, and federal programs through secure cloud adoption, modernization of compliance frameworks, and full-scale cybersecurity transformation initiatives. For Paonia, she will oversee secure integrations across Motorola Spillman (public safety), Caselle ERP, and SCADA systems, ensuring they are interoperable while remaining fully compliant with national and state-level cybersecurity standards. Her deep regulatory expertise ensures that Paonia's systems are not only functional but resilient, transparent, and defensible in the face of evolving compliance requirements.

Jackie also emphasizes stakeholder engagement and organizational readiness, understanding that compliance is sustained through culture as much as technology. She will work closely with Paonia's Town Manager, department heads, and frontline staff to foster a culture of cybersecurity accountability. Through readiness assessments, tabletop exercises, and targeted training programs, she will ensure that compliance responsibilities are clearly understood and consistently practiced. By providing executive dashboards, SLA performance reports, and risk heat maps, Jackie will empower Paonia's leadership to make informed governance, operational, and budgetary decisions backed by accurate, real-time data.

With Jackie leading Paonia's cybersecurity and compliance program, the Town secures a trusted partner with unmatched expertise in state and federal regulatory alignment. Her proactive, disciplined approach embeds security and governance into every phase of Paonia's operations, ensuring compliance is not a one-time milestone but an ongoing, measurable strength. Under her guidance, Paonia will safeguard sensitive data, fortify critical infrastructure, maintain defensible regulatory alignment, and strengthen community trust while building a secure foundation for future modernization and growth.

Comparable Projects & Experience

Commonwealth of Massachusetts – Department of Transportation (MassDOT)

As a fractional Chief Information Security Officer (CISO) for the Commonwealth of Massachusetts, Jackie spearheaded a multi-agency cybersecurity modernization initiative that directly aligns with the Town of Paonia's need for defensible governance, compliance enforcement, and vendor accountability. She led enterprise-wide audits of procurement policies, vendor contracts, and IT control environments across agencies such as MassDOT, the State Police, and the Registry of Motor Vehicles, ensuring that cybersecurity was embedded as a core requirement rather than an afterthought in statewide technology operations.

Jackie designed and operationalized procurement-specific cybersecurity requirements, standardized contract templates, and vendor evaluation frameworks rooted in NIST 800-53 and federal mandates—capabilities that directly parallel Paonia's priorities to safeguard law enforcement systems, utilities, and municipal operations. She also introduced vendor self-assessment protocols and delivered executive-level risk dashboards that provided leaders with real-time visibility into third-party risk posture, enabling more transparent and defensible decision-making.

For Paonia, this experience translates into a governance and compliance framework that ensures IT operations—including CJIS-compliant Police systems, SCADA environments, and Town Hall platforms—are continuously monitored, audit-ready, and secured against evolving threats. Just as she transformed Massachusetts' fragmented procurement practices into a unified, risk-based governance model, Jackie will enable Paonia to manage its vendor ecosystem with the same discipline and transparency. Her leadership provides the Town with a sustainable, future-ready cybersecurity posture that protects sensitive data, ensures compliance with HB 21-1110 and NIST best practices, and builds lasting community trust in municipal digital services.

Lyndra Therapeutics – Cybersecurity Procurement & Risk Governance

At Lyndra Therapeutics, a pre-IPO biotech operating in a highly regulated environment, Jackie built a cybersecurity governance model from the ground up an approach that directly parallels the Town of Paonia's need for structured, defensible IT and vendor risk management. She conducted a comprehensive vendor risk audit, introduced tiered evaluation processes based on data sensitivity and operational exposure, and embedded security clauses into all vendor contracts. These measures created a transparent, enforceable model for vendor oversight that ensured resilience and compliance as the organization scaled.



Working across procurement, legal, and IT functions, Jackie standardized cybersecurity requirements in RFPs, renewals, and onboarding processes, transforming fragmented practices into a unified governance framework. She authored internal playbooks and vendor-facing guides that equipped partners to align with Lyndra's security posture, establishing minimum security baselines while ensuring readiness for HIPAA, NIST, and GDPR compliance.

For Paonia, this experience translates into immediate value. Jackie's proven ability to institutionalize vendor governance ensures that contracts, renewals, and technology integrations whether with Microsoft 365, Caselle ERP, Spillman, SCADA providers, or SIPA—are all secured, auditable, and aligned with regulatory mandates such as CJIS and HB 21-1110. Just as she delivered audit-ready, enterprise-grade resilience for a fast-growing biotech, Jackie will help Paonia establish a sustainable governance model that strengthens cybersecurity across its vendor ecosystem, ensures compliance, and reinforces public trust in the Town's digital services.

Municipal Government Engagement – Public-Sector Cybersecurity Controls Implementation

In her work with small-to-midsize municipalities, Jackie has modernized vendor contracting and procurement processes by embedding cybersecurity into every agreement without creating barriers for trusted local partners. She has designed vendor evaluation frameworks and standardized contracting models that enforce compliance with state and federal requirements while remaining practical and cost-effective for community-based suppliers. This balance of rigor and accessibility has allowed local governments to strengthen their security posture while continuing to engage regional vendors that are vital to daily operations.

A hallmark of Jackie's approach is her ability to simplify complex cybersecurity requirements into right-sized, scalable frameworks. She has developed concise vendor readiness guides that translate technical standards into clear, actionable practices, equipping vendors to adopt secure protocols without reliance on expensive enterprise tools. This education-first model has been embraced by municipalities seeking to improve resilience, protect sensitive systems, and remain inclusive in their vendor relationships.

For the Town of Paonia, Jackie will apply this proven expertise to design governance and procurement models that embed NIST 800-53, HIPAA, CJIS, ADA/WCAG, and HB 21-1110 controls directly into vendor contracts, renewals, and IT integrations. From Microsoft 365 and Caselle ERP to Spillman, SCADA systems, and SIPA, her leadership ensures that every vendor relationship strengthens compliance, audit readiness, and operational resilience. By aligning cybersecurity governance with Paonia's scale and community values, Jackie will deliver a defensible, equitable framework that protects critical systems, enables secure modernization, and reinforces public trust.



Rod Boothe | Governance, Risk & Reporting Consultant

Rod is a senior executive in regulatory compliance, governance, and institutional risk management with more than 20 years of experience guiding government agencies, public-sector institutions, and regulated industries through complex technology and compliance transformations. As Vice President of Operational Governance, Risk & Compliance with Jupiter, Rod brings precision, discipline, and deep fluency in state and federal regulations to municipal environments. For the Town of Paonia, he will ensure that every system, whether Town Hall operations, public safety platforms, or utilities infrastructure, is governed by rigorous controls, auditable processes, and defensible reporting frameworks that align with municipal, state, and federal mandates.

In this role, Rod will establish comprehensive governance structures that extend across IT services, cybersecurity, accessibility, and critical infrastructure. He will design and implement frameworks that embed oversight from project inception through steady-state operations, including risk registers, escalation protocols, and compliance reporting dashboards tailored for Town leadership. By integrating governance into every phase, Rod ensures that Paonia's IT services are not only operationally effective but also strategically aligned with long-term goals for transparency, accountability, and public trust.

Rod's extensive knowledge of regulatory frameworks, including CJIS for law enforcement, NIST 800-53/171 for cybersecurity, ADA Title II and WCAG for accessibility, HIPAA for data protection, and state-specific cybersecurity mandates, positions him as a trusted authority in compliance management. He has led accessibility, audit, and regulatory workstreams for federal and state-level programs, ensuring alignment with Section 508, TX-RAMP, and ISO/IEC 27001 standards. For Paonia, this means compliance will not be treated as a checklist at the end of implementation but as a discipline embedded throughout daily operations, governing identity access, SCADA oversight, data protection, and citizen-facing services from the outset.

Risk management is central to Rod's leadership. With a background in fraud prevention, internal controls, and enterprise audit readiness, he ensures that vulnerabilities are identified early, mitigations are prioritized, and residual risks are documented and managed. He will integrate technical security controls such as role-based access, audit logging, and encryption with broader governance frameworks that link workflows, data traceability, and regulatory reporting. By doing so, Rod provides Paonia with a defensible compliance posture that withstands audits, accreditation reviews, and legal scrutiny while simultaneously strengthening operational resilience.

Equally important, Rod prioritizes stakeholder engagement and executive-level transparency. He will provide the Town Manager and department heads with clear, actionable reporting through executive dashboards, SLA scorecards, and compliance heat maps. His governance reviews will ensure that leaders receive both the technical depth and strategic context needed to make informed decisions on risk, resource allocation, and policy alignment. At the same time, he will embed a culture of compliance across Paonia's staff through targeted training, awareness programs, and ongoing accountability practices.

With Rod serving as Paonia's governance, risk, and compliance leader, the Town gains more than a consultant; it secures a long-term strategic partner. His ability to unify state and federal regulatory mandates with operational execution transforms compliance from a burden into a catalyst for trust and resilience. Under his leadership, Paonia will not only meet all regulatory obligations but also set a higher standard of accountability, inclusivity, and operational maturity, ensuring its IT environment remains secure, defensible, and future-ready.

Comparable Projects & Experience

Arctic Glacier Premium Ice

Rod's leadership as Director of Compliance, Safety, and Quality at Arctic Glacier Premium Ice highlights his ability to architect governance frameworks, strengthen operational discipline, and deliver transformation in highly regulated environments. He established and integrated a Quality Management System across 80 facilities, aligning manufacturing, distribution, and compliance with federal standards including FDA, OSHA, EPA, and DOT. By embedding automation strategies, performance monitoring, and operational playbooks, Rod elevated audit readiness, regulatory compliance, and process efficiency. These capabilities align directly with the Town of Paonia's priorities of enforcing IT governance discipline, ensuring defensible compliance reporting, and embedding resilience across municipal operations.

Rod's expertise in risk mitigation and cross-functional governance extends naturally to Paonia's IT modernization program. His success in implementing traceability protocols, recall programs, and enterprise risk controls provides a strong foundation for overseeing CJIS-compliant law enforcement platforms, safeguarding SCADA and utility systems, and meeting the accessibility mandates of HB 21-1110. For Paonia, he will design and enforce governance frameworks that integrate compliance into daily IT operations, ensuring Town Hall, Police, utilities, and citizen-facing services are governed by clear controls, auditable processes, and transparent reporting. With a proven record of aligning operational resilience to regulatory mandates, Rod provides Paonia with the strategic leadership required to achieve secure modernization, sustain compliance, and strengthen long-term community trust.

RaceTrac Petroleum, Inc

Rod's tenure as Internal Audit and Special Projects Manager at RaceTrac Petroleum underscores his ability to design and institutionalize governance structures that elevate operational transparency, mitigate risk, and strengthen audit integrity. At RaceTrac, he built a comprehensive internal audit program from the ground up, leading a 24-member team while developing frameworks for financial compliance, field-level controls, and executive risk reporting. His disciplined approach, grounded in performance metrics, analytics, and cross-functional accountability, mirrors the level of oversight required by the Town of Paonia as it seeks to modernize IT governance, strengthen compliance readiness, and ensure defensible reporting across Town Hall, Police, utilities, and citizen-facing systems.

Rod's track record in regulatory compliance, fiscal oversight, and systems remediation directly translates to Paonia's priorities in cybersecurity, disaster recovery, and operational resilience. He has led major compliance initiatives across logistics, infrastructure, and financial systems, embedding internal controls and risk protocols to meet evolving regulatory demands. His remediation of a \$24 million Point-of-Sale system and recovery of over \$700,000 in uncaptured assets highlight his ability to deliver cost-effective, audit-ready solutions. For Paonia, Rod brings proven leadership to embed CJIS-compliant controls in law enforcement platforms, enforce resilience in SCADA and utility oversight, and implement structured governance frameworks that ensure accountability, sustainability, and long-term community trust.



Laura Hogan | Executive Sponsor & Client Engagement Consultant

As Head of Marketing and Client Engagement with Jupiter, Laura brings more than 25 years of executive leadership experience guiding municipalities, public-sector institutions, and regulated industries through complex technology transformations. Nationally recognized for her ability to translate strategic vision into operational excellence, she has successfully led organizations through modernization initiatives that delivered measurable gains in governance, compliance, and service delivery. For the Town of Paonia, Laura will serve as Executive Sponsor and Change Management Leader, ensuring that the transition to Jupiter's managed IT services is not only seamless but also strategically aligned, operationally sustainable, and embraced across all Town departments and citizen-facing services.

In this capacity, Laura will provide visible executive sponsorship, ensuring the Town Manager and department heads benefit from clear direction, consistent communication, and structured governance oversight. She will design and implement an engagement framework that includes regular leadership briefings, governance committee updates, and transparent communication channels with staff across Town Hall, public safety, utilities, and public works. By tailoring messaging to the unique priorities of each department, whether supporting CJIS compliance for the Police Department, sustaining SCADA reliability for utilities, or advancing accessibility for citizen services, Laura will ensure every stakeholder understands not just the mechanics of IT modernization but its purpose and alignment with Paonia's mission of secure, reliable, and equitable service delivery.

Her leadership also encompasses training and workforce enablement, where she will architect a role-based learning ecosystem that builds confidence and maximizes adoption of new systems. This includes CJIS-compliant instruction for law enforcement personnel, operational workshops for utilities staff managing SCADA environments, and practical Microsoft 365 training for Town Hall employees. To sustain adoption, Laura will establish a train-the-trainer program that develops internal champions capable of reinforcing knowledge, expanding user support, and maintaining institutional expertise long after the initial rollout.

Equally important is Laura's role in driving structured change management. Leveraging proven methodologies, she will lead readiness assessments, impact analyses, and phased adoption planning designed to anticipate challenges and accelerate user confidence. By cultivating departmental advocate networks within police, utilities, and administration, she will empower trusted voices to reinforce adoption, address resistance, and strengthen trust across the organization. Early successes, such as the launch of a ticketing system with SLA visibility or the rollout of MFA across staff devices, will deliver immediate impact while building momentum for broader initiatives such as disaster recovery planning, SharePoint modernization, and ongoing cybersecurity hardening.

Laura will also instill a culture of accountability and continuous improvement within Paonia's IT operations. She will implement adoption metrics, training completion rates, and operational dashboards that track SLA performance, system resilience, and compliance progress. These results will be reviewed in quarterly business reviews with the Town Manager and department leadership, ensuring alignment with Town priorities and evolving community needs. With feedback loops and governance oversight embedded in the process, Jupiter's services will remain adaptive, measurable, and responsive to change.

With Laura providing executive sponsorship, change management leadership, and client engagement oversight, Paonia gains more than an IT service provider; it secures a trusted strategic partner. Her ability to unite leadership vision with operational adoption ensures that Jupiter's managed services are delivered with discipline, embraced across the workforce, and sustained for the long term. Under her guidance, Paonia will achieve a cultural and operational transformation that strengthens security, enhances compliance, and establishes the Town as a leader in modern, resilient municipal technology.

Comparable Projects & Experience

Driving Operational Resilience and Compliance Through Centralized Governance

Laura is an enterprise transformation leader with a proven record of unifying decentralized organizations through governance-driven frameworks that deliver measurable outcomes. At Vistar, she architected a centralized digital asset environment that replaced fragmented regional processes with standardized workflows, enabling controlled access, audit-ready transparency, and operational efficiency. Her expertise in integrating enterprise platforms with field operations, automating controls, and embedding compliance standards such as FERPA, HIPAA, and NIST directly aligns with Paonia's need for disciplined IT governance across Town Hall, Police, utilities, and citizen-facing services. By combining governance strategy, adoption leadership, and KPI-driven performance measurement, Laura ensures Paonia can modernize IT systems, strengthen CJIS-compliant law enforcement operations, secure SCADA utility environments, achieve HB 21-1110 accessibility, and reinforce long-term community trust through transparency, resilience, and accountability.

Establishing a Unified Governance Framework to Strengthen Operational Excellence and Regulatory Compliance

As Corporate Marketing Director at ProBuild, a \$5B enterprise with over 425 locations nationwide, Laura successfully transformed fragmented regional operations into a unified, enterprise-wide strategy experience directly relevant to Paonia's objectives of modernizing and governing critical IT environments. She spearheaded the deployment of governance platforms that standardized processes for data management, stewardship, and information sharing, reducing duplication, eliminating inefficiencies, and ensuring compliant, transparent, and audit-ready operations. Beyond technology implementation, Laura drove cultural and operational alignment at scale by consolidating communications, streamlining cross-functional collaboration, and embedding accountability across distributed teams. For Paonia, this expertise translates into the ability to embed governance into daily IT workflows, foster stakeholder adoption, and align technical modernization with measurable outcomes ensuring that Town Hall, Police, utilities, and citizen-facing platforms such as CJIS-compliant systems, SCADA, and Microsoft 365 environments are secure, compliant, resilient, and future-ready.



References

Name of Proposer:

**Jupiter Capital Management LLC
Conrad Krinock**

At the time of proposal submission, customer references are required from Proposers that can substantiate customer accounts where the Proposer has provided services and support similar to the requirements of the solicitation. Please submit these references using this attachment. Only one copy of the form is provided in the solicitation package. Proposers are required to copy the form as required to meet the submission requirements.

Customer Reference Information:

Company Name: Ntt Data / State of Texas Department of Transportation
Contact Name: Dallas Stephens
Address: Austing, Texas - USA
Phone Number: 480-343-9077
E-Mail Address: dallas.stephens2@gmail.com

Contract Information:

Period of Performance: 6 months
Value of Contract: \$500K +

Brief description of services and/or products provided:

Conrad's leadership as Information Security Architect for the Texas Department of Transportation (TxDOT) demonstrates his ability to drive secure, enterprise-scale integration initiatives that directly align with the City of Santa Clara and Silicon Valley Power's Scope of Work under RFP #25-26-19. He spearheaded the TxDOTConnect SOA/IDS/IPS/SIEM program, architecting a Universal Security Catalogue that enforced MITRE-CWE, OWASP, NIST 800-53, SANS, and CIS controls across 184 mission-critical applications—establishing a defensible and audit-ready security posture. Beyond architecture, he provided executive-level leadership to more than 100 software engineers, embedding secure development practices, SonarQube scanning, and OWASP code reviews into the software lifecycle to institutionalize compliance and accountability. Conrad further advanced governance by designing enterprise identity and access frameworks leveraging One Identity, Auth0, OAuth2.0/OIDC, PKI, and JWT standards to enforce least-privilege access, encryption, and resilience against sophisticated attack vectors. By integrating Azure, Kubernetes, and OpenShift into cloud-native environments, he modernized critical infrastructure while ensuring confidentiality, integrity, and availability. This unique blend of technical depth and executive oversight translates seamlessly to SVP, where his proven ability to merge innovation, governance, and resilience will safeguard SCADA, outage management, GIS, and customer information platforms—strengthening operational continuity, regulatory compliance, and public trust.

Name of Proposer:

**Jupiter Capital Management LLC
Conrad Krinock**

At the time of proposal submission, customer references are required from Proposers that can substantiate customer accounts where the Proposer has provided services and support similar to the requirements of the solicitation. Please submit these references using this attachment. Only one copy of the form is provided in the solicitation package. Proposers are required to copy the form as required to meet the submission requirements.

Customer Reference Information:

Company Name: CNO Financial Group
Contact Name: Sylvia Cange
Address: Carmel, Indiana - USA
Phone Number: 317-379-2880
E-Mail Address: Sylvia.Cange@cnoinc.com

Contract Information:

Period of Performance: 4 years
Value of Contract: \$500K +

Brief description of services and/or products provided:

As Lead Data and CISSP Architect at CNO Financial Group, Conrad directed enterprise-wide data modernization and cybersecurity initiatives that directly parallel the City of Santa Clara and Silicon Valley Power's objectives under RFP #25-26-19. He unified legacy Oracle and PowerCenter environments with modern, cloud-native platforms, including Snowflake, Denodo, Informatica IDMC, Databricks, and Azure Synapse, enabling secure, scalable, and interoperable data ecosystems. His leadership extended beyond technical delivery to embedding governance and security-by-design across all solutions, implementing RBAC/ABAC frameworks, OAuth2.0 authentication, TLS encryption, DLP, SIEM-driven monitoring, and compliance automation aligned with NERC CIP, NIST 800-53, HIPAA, FERPA, ADA, and PCI-DSS. By combining data warehouse modernization with advanced cybersecurity frameworks, Conrad ensures that mission-critical systems—from SCADA and outage management to GIS and customer information platforms—operate with resilience, audit readiness, and regulatory alignment. His proven ability to integrate modernization with governance discipline positions Santa Clara to achieve secure, future-ready IT and OT environments that safeguard reliability, transparency, and public trust.

References

Rachel Raden

Organization: Arcserve LLC
Contact Name: Wendy Dodson
Contract City, State: Hastings, MN
Contact Email: wendysudodson@gmail.com
Contact Phone: (651)285-4315

At Arcserve, Rachel led enterprise-wide data governance and modernization initiatives that established a resilient foundation for secure, compliant, and scalable information management. She directed cross-functional teams to design and implement governance frameworks that embedded master data management, lifecycle visibility, and audit-ready controls across global operations. By strengthening data architecture, automating governance workflows, and aligning policies with international standards such as GDPR and HIPAA, she advanced organizational transparency, accountability, and regulatory adherence. Her leadership delivered measurable improvements in data quality, risk management, and stakeholder trust—demonstrating a proven ability to operationalize governance at scale and drive institution-wide value.

Rachel Raden

Organization: Ameriprise Financial Services
Contact Name: Rana Das
Contact Email: rana.das@ampf.com
Contact Phone: (612)308-8666

At Ameriprise Financial Services, Rachel spearheaded a groundbreaking digital transformation that eliminated organizational silos and unified people, processes, and technology into a centralized enterprise model. She directed large-scale implementation and integration efforts, architecting robust data governance frameworks and master data management (MDM) strategies that standardized information assets across business lines. Under her leadership, Ameriprise achieved seamless interoperability, strengthened regulatory compliance, and enhanced operational transparency—delivering a scalable digital foundation that improved decision-making, optimized client engagement, and positioned the organization for sustained innovation and growth.

TECHNICAL CAPABILITIES



Scope of Services

The Town of Paonia requires a partner capable of managing a highly diverse IT environment that spans Town Hall, public safety, utilities, public works, and citizen-facing digital services. Jupiter will deliver a comprehensive, tiered Managed IT Services program that ensures reliability, scalability, and cybersecurity resilience while enabling staff efficiency and strengthening citizen trust. Our approach aligns directly to the Town's Tier I–III service model, governance and reporting requirements, and targeted start date of November 1, 2025.

Tier I – End-User & Help Desk Support

Jupiter will serve as the Town's first line of IT support, operating a responsive help desk accessible by phone, email, and portal, backed by a robust ticketing system to ensure accountability and transparency.

Our Tier I services include:

- Rapid remote troubleshooting for login, MFA, connectivity, VPN/remote access, and standard desktop issues.
- Standard device and peripheral support (printers, scanners, copiers).
- Support for Microsoft 365 applications (Outlook, Teams, OneDrive, Office), Zoom, and other productivity tools.
- End-user support for Caselle Clarity (ERP), Laserfiche (DMS), Bluebeam, and ArcGIS/Esri.
- Apple Business Manager enrollment for iPhones/iPads, with basic Android support.
- Clear escalation protocols to Tier II for unresolved or complex issues.
- Proactive communication with staff during incidents, supported by CSAT surveys and monthly trending analysis.

Tier II – Onsite & Advanced User Support

Jupiter's Tier II services deliver escalated technical expertise and hands-on support when issues extend beyond first-line troubleshooting.

Services include:

- Direct support for complex desktop, laptop, and mobile device issues.
- Onsite response for system outages, hardware malfunctions, and critical staff needs.
- Coordinated device swaps, warranty repairs, and secure decommissioning.
- Preventive maintenance rounds, including endpoint health checks and small network equipment validation.
- Quarterly onsite service visits at each facility with documented punch lists and remediation tracking.

Tier III – Infrastructure, Cloud, and Cybersecurity Management

Jupiter will manage Paonia's enterprise-level systems, ensuring security, compliance, and performance across all platforms.

Key areas of focus include:

- **Microsoft 365 & Endpoint Administration** – Intune, Azure AD/Entra ID, Conditional Access, MFA, Microsoft Defender, SharePoint migration, and Power Platform governance.
- **Infrastructure & Device Management** – Lifecycle management of servers, endpoints, UPS systems, AV solutions, and VoIP desk phones (Nextiva or equivalent).
- **Security & Compliance Oversight** – Firewall management, intrusion prevention, proactive monitoring, patching, backups, and vulnerability testing.
- **CJIS Compliance** – Level 4 CJIS support, CJIS-screened personnel, audit readiness, and secure integration with Motorola Spillman Mobile & Flex.
- **SCADA & Critical Infrastructure Support** – IT-side support for water and wastewater SCADA environments, segmented networks, coordinated patching, uptime monitoring, and resilience testing.



Additional IT Support & Value-Added Services

Jupiter will embed strategic and operational practices that strengthen long-term service delivery:

- **Disaster Recovery & Business Continuity** – Development and maintenance of DR/BCP plans, semi-annual testing, and recovery time objectives.
- **Security Awareness & Training** – Quarterly phishing simulations, role-based training, and CJIS-specific awareness programs.
- **Governance & Reporting** – Weekly project updates during upgrades, monthly operational reports, and quarterly business reviews aligned with the Town Manager's oversight.
- **Technology Lifecycle Management** – Five-quarter rolling replacement plans, warranty tracking, and independent procurement support.
- **Website Accessibility & Compliance** – Oversight of web accessibility in alignment with Colorado HB 21-1110 and WCAG 2.2 AA standards.

Innovative Tools & Approach

Jupiter leverages automation, monitoring platforms, and AI-driven analytics to deliver proactive and predictive IT support. By combining Zero Trust security principles, automated patching, anomaly detection, and real-time operational dashboards, we ensure Paonia's systems are not only stable today but also prepared to adapt to tomorrow's needs.

Through this comprehensive scope of services, Jupiter will provide the Town of Paonia with more than managed IT services; we will deliver a strategic partnership. Our tiered service model balances day-to-day responsiveness with long-term governance, compliance, and innovation. By aligning with municipal operations, public safety requirements, and infrastructure needs, Jupiter will safeguard critical systems, reduce risk, and optimize service delivery. Most importantly, we will empower Paonia's staff, protect its community assets, and build a secure, resilient IT foundation that supports the Town's mission for years to come.



Approach and Performance Schedule

Management Approach

Jupiter applies a structured, disciplined, and scalable management approach designed to deliver secure, reliable, and resilient IT services for the Town of Paonia. Our methodology is rooted in governance, accountability, and continuous improvement, ensuring that every system, from Town Hall and utilities to public safety and citizen-facing services, is supported with rigor and transparency.

Key Principles

- **Centralized Program Governance:** A dedicated Engagement Manager serves as Paonia's single point of accountability, coordinating all Tier I–III activities and aligning priorities directly with the Town Manager. Weekly Change Advisory Board (CAB) sessions provide oversight, validate risks, and authorize major changes.
- **Performance-Based Delivery:** Services are managed through Service Level Agreements (SLAs) that track response, resolution, system uptime, and compliance, ensuring measurable performance across all areas.
- **Stakeholder Engagement and Transparency:** Department heads, supervisors, and key staff are engaged early and regularly, ensuring IT priorities align with operational needs and community expectations.
- **Risk-Based Prioritization:** Early identification of risks including cybersecurity, CJIS compliance, SCADA reliability, and accessibility, ensures resources are allocated to the most critical areas.
- **Scalable Service Model:** As Paonia's IT environment evolves (e.g., new SCADA upgrades, expanded police body-worn camera programs, or broader Microsoft 365 adoption), Jupiter's services scale seamlessly without disruption to daily operations.

This approach ensures that IT operations are stabilized and strategically positioned to enable growth, innovation, and long-term cost efficiency.

Phased Performance Schedule and Implementation Timeline

Jupiter's phased roadmap ensures early stabilization, structured optimization, and sustainable modernization.

Phase 1: Contract Award & Mobilization (Oct 15 – Nov 1, 2025)

- Finalize contracting, confirm staffing, and acknowledge all addenda.
- Initiate CJIS clearance for assigned personnel.
- Transition planning for server replacement, vendor coordination, and readiness assessments.
- Establish governance cadence, CAB structure, communication channels, and escalation protocols.

Outcome: Seamless transition with no disruption; compliance readiness from day one.

Phase 2: Stabilization and Readiness (Months 0–3, Nov 2025 – Jan 2026)

Focus: Immediate risk reduction, system stabilization, and compliance alignment.

- **Discovery & Assessment:** Full technology inventory, CMDB creation, and baseline cybersecurity posture (MFA, Intune, backup, segmentation).
- **Server Deployment:** Install Dell PowerEdge R760 or HPE ProLiant DL380 Gen11 with VMware vSphere or Hyper-V. Configure RAID, redundant power, and monitoring.
- **Cybersecurity Controls:** Enable Azure AD Premium P2, enforce Duo MFA, and replace insecure remote access tools with CJIS-compliant Cisco AnyConnect or TeamViewer Tensor.
- **Backup Framework:** Deploy Veeam Backup & Replication with daily incremental/weekly full backups, integrated with Azure Backup Vault for offsite redundancy.
- **Deliverables:** New server platform online, MFA enforced, backup system active, compliance baseline established.

Phase 3: Optimization & Migration (Months 4–8, Feb – Jun 2026)

Focus: Secure workload migration, compliance enforcement, and network modernization.

- **Change Control Discipline** – Workload Migration: Staged migration of Caselle ERP, Spillman, ESRI ArcGIS, Laserfiche, SIPA apps, Adobe, and Bluebeam to new infrastructure. Validate with sandbox testing and rollback checkpoints.
- **Network Upgrades:** Deploy Cisco Meraki MX firewalls, Catalyst 9300 switches, Aruba/Meraki MR APs. Configure VLANs for Police CJIS, SCADA/OT, municipal services, and public Wi-Fi.
- **Critical Infrastructure Hardening:** Install Palo Alto NGFWs and Fortinet VPN for SCADA segmentation; secure Splashtop Enterprise, Flowpoint Water+, and ESRI integrations.
- **Disaster Recovery:** Validate backup reporting; conduct first tabletop DR exercise simulating utility outage; define RPOs and RTOs for critical systems.
- **Deliverables:** All workloads migrated, segmented secure network in place, SCADA and Police systems CJIS-compliant, first DR exercise completed.

Phase 4: Strategic Modernization (Months 9–12, Jul – Oct 2026)

Focus: Long-term resilience, monitoring, governance, and knowledge transfer.

- **Monitoring & SIEM:** Deploy Splunk Cloud SIEM or Microsoft Sentinel; integrate Tenable Nessus Pro for vulnerability scanning and Automox for patch automation. Establish leadership dashboards.
- **Ticketing System:** Implement ServiceNow ITSM, Freshservice, or ManageEngine ServiceDesk Plus. Configure SLA-based workflows and escalation rules. Launch knowledge base and Tier I playbooks.
- **Mobile Device Management (MDM):** Deploy Apple Business Manager + Intune for 21 iPhones; integrate Geotab fleet tracking; govern BYOD with MobileIron Cloud.
- **Resiliency Testing:** Conduct full disaster recovery failover with VMware SRM; deliver DR/BCP binder with compliance artifacts and incident response workflows.
- **Governance & Training:** Conduct quarterly compliance reviews, DR/BCP workshops, and staff training. Transfer knowledge to Town leadership and staff for sustainable adoption.
- **Deliverables:** SIEM-driven monitoring, ITSM platform live, MDM fully operational, DR binder completed, governance transitioned.

Phase 5: Ongoing Operations & Continuous Improvement (Post-Year 1)

- **Monthly Dashboards:** Reporting on tickets, SLA attainment, patching, system health, and compliance.
- **Quarterly DR Tests:** Tabletop and live failover drills with after-action reporting.
- **Quarterly Business Reviews (QBRs):** Strategic alignment sessions with Town Manager on IT performance, budget, and priorities.
- **Annual Compliance Audits:** CJIS evidence binders, HB 21-1110 accessibility reviews, and SCADA system security assessments.
- **Continuous Improvement Backlog:** Ongoing enhancements prioritized with Town leadership.
- **Outcome:** Long-term IT stability, transparency, defensible compliance posture, and adaptive modernization.

PHASE	KEY ACTIVITIES	OUTCOMES FOR PAONIA	TIMEFRAME
Phase 1: Contract Award & Mobilization	- Finalize contracting, confirm staffing, acknowledge addenda - Initiate CJIS clearance for assigned personnel - Transition planning for server replacement and vendor coordination - Establish governance cadence, CAB structure, and escalation protocols	- Seamless transition with no disruption - Compliance readiness from day one - Structured governance and communication in place	Oct 15 – Nov 1, 2025
Phase 2: Stabilization & Readiness	- Conduct discovery & assessment: inventory, CMDB, baseline cybersecurity posture - Deploy Dell PowerEdge R760 or HPE ProLiant DL380 servers with VMware vSphere or Hyper-V - Enforce MFA with Azure AD P2 + Duo, replace insecure remote tools with Cisco AnyConnect or TeamViewer Tensor - Implement Veeam Backup & Replication integrated with Azure Backup Vault	- New server platform online with redundancy - MFA enforced, secure remote access - Validated, auditable backup and compliance baseline established	Months 0–3 (Nov 2025 – Jan 2026)
Phase 3: Optimization & Migration	- Staged workload migration of Caselle ERP, Spillman, ESRI ArcGIS, Laserfiche, SIPA apps, Adobe, Bluebeam - Deploy Cisco Meraki MX firewalls, Catalyst 9300 switches, Aruba/Meraki MR APs - Implement VLAN segmentation for CJIS, SCADA/OT, municipal services, and public Wi-Fi - Harden SCADA with Palo Alto NGFWs and Fortinet VPN - Conduct first tabletop DR exercise, validate RPOs/RTOs	- All workloads migrated securely - Segmented, compliant network in place - SCADA and Police CJIS systems hardened - Disaster recovery framework operational	Weeks 9 - 12 (phased, by work package)
Phase 4: Strategic Modernization	- Deploy Splunk Cloud SIEM or Microsoft Sentinel; integrate Tenable Nessus Pro & Automox - Implement ServiceNow ITSM (or Freshservice/ManageEngine) with SLA workflows - Launch knowledge base and Tier I playbooks - Deploy Apple Business Manager + Intune MDM for 21 iPhones and Geotab fleet devices - Conduct full DR failover test with VMware SRM - Deliver DR/BCP binder and governance workshops	- Continuous monitoring with SIEM - SLA-driven ticketing system live - MDM and BYOD policies fully enforced - DR/BCP binder completed and tested - Staff trained, governance transitioned	Months 9–12 (Jul – Oct 2026)
Phase 5: Ongoing Operations & Continuous Improvement	- Monthly dashboards on SLA, patching, compliance - Quarterly DR tests and after-action reporting - Quarterly Business Reviews with Town leadership - Annual compliance audits (CJIS, HB 21-1110, SCADA) - Continuous improvement backlog managed with Town Manager	- Long-term IT stability and resilience - Transparent reporting and accountability - Documented compliance with state and federal mandates - Adaptive modernization and predictable costs	Post-Year 1

Outcomes for Paonia

By integrating this governance-led management approach with a phased implementation schedule, Jupiter ensures Paonia gains:

- Stabilization through immediate remediation of risks and replacement of end-of-life infrastructure.
- Optimization via migration to segmented, compliant, and resilient platforms.
- Modernization with continuous monitoring, resilient backups, DR-tested readiness, and leadership dashboards.
- Transparent governance and compliance reporting for state and federal mandates.
- A future-ready IT foundation that supports municipal growth, innovation, and sustained community trust.

RACI Matrix for Paonia's Managed IT Services						
Job Role	Scope Area					
	Tier I	Tier II	CJIS	SCADA/OT	Governance	Training & Change Mgmt
Executive Sponsor	A	A	A	A/C	A/C	I
Client Engagement Consultant	A	A	A	A	A	A
Change Management & Training Consultant	A	C	C	C	C	C
IT Support Consultant	R/A/I	R/A/I	R/I	R/I	R/I	I
Infrastructure & Cloud Consultant	R	R	R	R	R	R
Network & Systems Consultant	R	R	R	R	R	R
Cybersecurity & Compliance Consultant	R	R	R	R	R	I
SCADA/OT Support Consultant	R	R	R	R	R	I
Governance, Risk & Reporting Consultant	A	C	C	C	C	C



Proposed Solutions, Infrastructure, and Support Framework

Jupiter will modernize and secure the Town of Paonia's IT environment, ensuring reliability and performance across Town Hall, the Police Department, utilities, public works, and citizen-facing services. Our approach provides:

- **Secure continuity for essential platforms:** Caselle ERP, Motorola Spillman, ESRI ArcGIS, Laserfiche, SIPA-hosted applications, Adobe, and Bluebeam.
- **Scalable architecture** that eliminates single points of failure.
- **Future-ready infrastructure** to support upcoming modernization initiatives.

Server Modernization & Migration

- **Proposed System:** Dell PowerEdge R760 or HPE ProLiant DL380 Gen11 servers.
- **Platform:** VMware vSphere or Microsoft Hyper-V.
- **Backup & DR:** Veeam Backup & Replication with redundancy.

Key Outcomes:

- Secure migration from legacy 2016 server.
- Validated, auditable backups.
- Seamless availability for Caselle, Spillman, ESRI, Laserfiche, SIPA, Adobe, and Bluebeam.

Networking & Connectivity

- **Proposed Systems:** Cisco Meraki MX firewalls, Cisco Catalyst 9300 Layer 3 switches, Aruba InstantOn / Cisco Meraki MR access points.
- **Backup ISP:** Starlink Business.

Key Outcomes:

- Segmentation of SCADA (OT), Police CJIS zone, and public Wi-Fi.
- Resilient, secure, and monitored architecture.
- ISP redundancy to eliminate single points of failure.

Critical Infrastructure & SCADA

- **Proposed Systems:** Palo Alto NGFW firewalls, Fortinet FortiGate VPN, Splashtop Enterprise with MFA, Flowpoint Water+, ESRI ArcGIS.

Key Outcomes:

- Encrypted, always-on connectivity for Water/Wastewater Plants and Public Works.
- Secure integration of SCADA, Flowpoint bulk water, and GIS tools.
- Hardened firewall and monitoring for critical OT systems.

Cybersecurity and Compliance Framework

Jupiter embeds Zero Trust, regulatory compliance, and continuous monitoring into daily operations.

CJIS-Compliant Security:

- Microsoft Azure AD Premium P2, Duo MFA, Cisco AnyConnect VPN.
- Splunk Enterprise Security for tamper-resistant logs.
- Secure integration for Motorola Spillman Mobile/Flex and seven mobile licenses.

State & Federal Compliance:

- Alignment with NIST 800-53/171, HIPAA, ADA Title II/WCAG 2.1, Colorado HB 21-1110.
- Compliance dashboards, evidence binders, and audit-ready documentation.

Security Tooling:

- Splunk Cloud SIEM or Microsoft Sentinel.
- Tenable Nessus Pro for vulnerability scanning.
- Automox for automated patching.
- TeamViewer Tensor or LogMeIn Rescue for CJIS-compliant remote access.

Disaster Recovery & Continuity:

- Veeam Backup & Replication with Azure Backup Vault.
- VMware Site Recovery Manager (SRM).
- Encrypted cloud backups and quarterly tabletop/technical restore testing.

Mobile Device Management (MDM)**Proposed Systems:**

- Apple Business Manager + Microsoft Intune MDM.
- Geotab Fleet Management Portal.
- MobileIron Cloud for BYOD governance.

Key Outcomes:

- Enforced device encryption and remote wipe.
- Policy-driven patching and app control.
- Lifecycle compliance tracking.
- Secure GPS fleet reporting for Police and Public Works.

Ticketing System and Service Management

- **Proposed Systems:** ServiceNow ITSM, Freshservice, or ManageEngine ServiceDesk Plus.

Tiered Escalation:

- Tier I: Password resets, email access, VPN.
- Tier II: Advanced troubleshooting and onsite support.
- Tier III: Infrastructure, cybersecurity, vendor escalations.

Key Outcomes:

- SLA-driven accountability (1-hour remote, 4-hour onsite).
- Dashboards and executive reporting.
- Knowledge base and Tier I playbooks for recurring issues.
- Transparent escalation workflows and faster resolution.

Professional Comparison

DOMAIN	CURRENT STATE	PROPOSED SYSTEM (WITH PRODUCT NAMES)	OUTCOMES
Server Modernization & Migration	Legacy server in use since 2016; single point of failure.	Dell PowerEdge R760 or HPE ProLiant DL380 Gen11 virtualized on VMware vSphere or Microsoft Hyper-V with Veeam Backup & Replication.	Seamless continuity for Caselle, Spillman, ESRI, Laserfiche, SIPA, Adobe, Bluebeam.
Networking & Connectivity	Aging firewalls/switches; limited Wi-Fi; no ISP redundancy.	Cisco Meraki MX firewalls, Catalyst 9300 switches, Aruba/Cisco MR APs, Starlink Business backup ISP.	Segmented, resilient network; CJIS and SCADA isolation; redundancy for uptime.
Critical Infrastructure & SCADA	Splashtop use; connectivity risks at plants.	Palo Alto NGFW, Fortinet FortiGate VPN, Splashtop Enterprise MFA, Flowpoint Water+, ESRI ArcGIS.	Secure SCADA operations with encrypted connectivity and monitoring.
Cybersecurity (CJIS)	Compliance risk from insecure tools.	Azure AD P2, Duo MFA, Cisco AnyConnect, Splunk Enterprise Security.	CJIS Level 4 Police compliance, secure Spillman Mobile/Flex operations.
Security Tooling	Insecure remote access; limited visibility.	Splunk Cloud or Microsoft Sentinel SIEM, Tenable Nessus Pro, Automox, TeamViewer Tensor.	Real-time monitoring, patching, secure vendor support.
DR & Continuity	Ad-hoc backups; no DR plan.	Veeam + Azure Backup Vault, VMware SRM.	Reliable recovery posture with quarterly testing.
Mobile Device Management	21 iPhones, 6 Geotab devices; no MDM.	Apple Business Manager + Intune, Geotab integration, MobileIron Cloud for BYOD.	Encryption, remote wipe, lifecycle compliance, GPS fleet management.
Ticketing & Service Management	No system in place.	ServiceNow ITSM, Freshservice, or ManageEngine ServiceDesk Plus.	SLA-driven accountability, centralized ticketing, dashboards, transparency.
Escalation & Knowledge Base	No playbooks or training repository.	ServiceNow Knowledge Base or Freshservice DB with Tier I–III workflows.	Faster resolution, staff empowerment, proactive trend analysis.
24/7 Coverage	Remote-only, no SLA guarantees.	24/7 NOC, SolarWinds Orion Monitoring.	1-hour remote response, 4-hour onsite support for critical systems.

Integrated Value to Paonia

With these proposed systems, Paonia gains:

- **Modernized infrastructure:** Dell/HPE servers, VMware/Hyper-V virtualization, Cisco/Aruba networking, Starlink redundancy.
- **Enterprise-grade cybersecurity:** CJIS Level 4, NIST, HIPAA, ADA/WCAG, HB 21-1110 alignment.
- **Secure mobile ecosystem:** Apple Business Manager, Intune, Geotab integration.
- **Cloud-hosted ITSM:** SLA-driven accountability, dashboards, knowledge base.
- **Audit-ready compliance:** Archer GRC, SIEM, accessibility tooling, risk dashboards.
- **Future-ready resilience:** Veeam/Azure backup, VMware SRM, quarterly DR/BCP testing.

By implementing this comprehensive solutions framework, Jupiter ensures that the Town of Paonia achieves more than a technology upgrade; it secures a resilient, compliant, and future-ready IT foundation. Every proposed system is aligned with state and federal regulations, municipal priorities, and operational requirements, from modernized servers and segmented networks to CJIS-compliant law enforcement platforms, SCADA reliability, and mobile device governance. Through enterprise-grade cybersecurity, audit-ready compliance reporting, continuous service coverage, and SLA-driven accountability, Paonia will gain immediate stabilization of its IT environment while building the scalability to support long-term modernization. Under Jupiter's leadership, the Town will strengthen daily operations, enhance transparency and governance, and foster lasting community trust in the security and reliability of its digital services.



Comprehensive Technology Services for Secure and Scalable Municipal Operations

Jupiter combines deep municipal experience, advanced cloud expertise, and critical infrastructure support to deliver IT services that are both resilient and future-ready. We understand that for the Town of Paonia, technology is not just a tool but the backbone of public safety, utilities, Town Hall operations, and citizen engagement. Our team brings proven capabilities in law enforcement compliance, Microsoft 365 modernization, and SCADA/IoT support, ensuring Paonia's technology environment is secure, scalable, and aligned with the Town's mission to serve its community with efficiency and trust.

Proven Municipal and Public Safety Experience

Jupiter brings an extensive track record of delivering IT services to municipalities, utilities, and public safety organizations, where uptime, compliance, and trust are non-negotiable. Our team is fully trained and credentialed in the Criminal Justice Information Services (CJIS) Security Policy at Level 4, ensuring adherence to the strictest standards for law enforcement technology environments. We have successfully supported police departments through:

- Secure integration of Motorola Spillman Mobile and Flex systems for computer-aided dispatch and reporting.
- Deployment and lifecycle management of mobile data solutions and evidence systems that meet evidentiary chain-of-custody requirements.
- Continuous audit-readiness support through CJIS documentation, user training, and access reviews.

For the Town of Paonia, this means IT services for the Police Department that are not only responsive to daily needs but also hardened against risk, compliant with federal mandates, and resilient in the face of evolving threats. Jupiter's scalable delivery model ensures that as Paonia's public safety requirements grow, whether through expanded body-worn camera programs, integration of next-generation 911 systems, or new digital reporting tools, our support model scales seamlessly without compromising security or compliance.

Microsoft 365 and Cloud Expertise

Jupiter offers comprehensive Microsoft expertise that will enable Paonia to establish a secure, modern, and standardized digital workplace. We specialize in end-to-end Microsoft 365 and Azure administration, with capabilities that include:

- Identity & Access Management through Azure Active Directory and Entra ID, Conditional Access policies, and strict enforcement of multi-factor authentication.
- Endpoint Security and Compliance with Microsoft Intune, establishing baseline device configurations, encryption, and mobile device management aligned with Apple Business Manager.
- Threat Protection with Microsoft Defender XDR, providing advanced protection against phishing, malware, and ransomware.
- Collaboration Modernization by remediating and securing SharePoint Online and OneDrive environments, ensuring content governance, proper permissions, and streamlined workflows.
- Workflow Automation with the Power Platform, including Power Automate and Power Apps, enabling digital forms, approvals, and streamlined service delivery across departments.

Jupiter's approach will deliver Paonia a Zero Trust foundation, unifying security, governance, and productivity. Our services are built for scalability, allowing the Town to expand Microsoft 365 adoption—whether onboarding new boards and commissions, integrating ERP workflows, or scaling storage and collaboration needs—without disruption to day-to-day operations.



Critical Infrastructure Support

Jupiter has direct, hands-on experience supporting municipal critical infrastructure, including SCADA systems, surveillance networks, and distributed facilities. We understand that water, wastewater, and public works operations are the backbone of community services and require uninterrupted uptime and strict security. Our approach includes:

- **Network Segmentation & Safety:** Designing and enforcing separation of IT and OT environments, with strict firewall controls and monitoring to protect SCADA systems from external threats.
- **Secure Remote Monitoring:** Enabling controlled, auditable access for operators while ensuring availability of SCADA dashboards, IoT sensors, and telemetry.
- **Coordinated Vendor Management:** Partnering with SCADA and OT vendors to apply tested patches, validate system changes, and prevent service interruptions.
- **Surveillance & IoT Support:** Maintaining secure integration of camera systems across Town facilities and public Wi-Fi repeating towers to ensure safety and transparency.
- **Resilience & Recovery:** Documenting system backups, performing routine restore tests, and developing failover scenarios to minimize downtime during outages.

With Jupiter's support, Paonia will gain 24/7 visibility, predictive monitoring, and documented disaster recovery assurance across its most vital assets. Just as importantly, our scalable delivery model ensures that as Paonia expands infrastructure, whether upgrading treatment plants, extending public Wi-Fi, or deploying new IoT devices—Jupiter's services grow in lockstep, ensuring consistent security and operational excellence.

Together, these capabilities position Jupiter as more than a managed service provider, we are a strategic partner committed to Paonia's long-term success. By uniting proven public safety expertise, end-to-end Microsoft 365 and cloud proficiency, and hands-on support for critical infrastructure, Jupiter ensures continuity of essential services while enabling growth and modernization. Our scalable service delivery model adapts to the Town's evolving needs, ensuring that every department, whether police, utilities, or Town Hall, has the tools, security, and support to operate with confidence. With Jupiter, Paonia will gain a trusted partner who delivers not just stability today, but a secure and adaptable IT foundation for tomorrow.

Comprehensive Governance & Reporting

For the Town of Paonia, technology is mission-critical: it supports public safety, water and wastewater treatment, Town Hall operations, and citizen-facing services. To protect these operations and maximize value from IT investments, Jupiter will embed a comprehensive governance and reporting framework that ensures transparency, accountability, and continuous improvement across all managed services.

Structured Governance

- **Change Advisory Board (CAB):** Weekly governance sessions with the Town Manager (or designee) to review proposed changes, validate risks, and authorize system updates or migrations.
- **Policy Alignment:** All IT policies—including Acceptable Use, security, data retention, and accessibility—reviewed annually and adjusted to meet state, federal, and municipal compliance requirements.
- **Vendor Coordination:** Jupiter will act as a single point of accountability, managing third-party providers (e.g., Motorola, Caselle, web hosting partners) to ensure services remain integrated and performance is tracked.

Transparent Reporting & Metrics

Weekly Status Reports during upgrades, migrations, or major changes, detailing progress, issues, and upcoming milestones.

Monthly Operational Dashboards covering:

- Service desk performance (tickets by type, SLA attainment, resolution time).
- Infrastructure health (server uptime, network availability, patch compliance).
- Security posture (MFA adoption, phishing test results, incident summaries).
- Asset lifecycle (aging hardware, warranty expirations, replacement forecasts).
- Quarterly Business Reviews (QBRs): Strategic sessions to align IT roadmaps with Town priorities, address risks, and confirm budget alignment.

Proactive Oversight & Continuous Improvement

- **Implementation Planning:** No system change or hardware refresh occurs without a documented implementation plan approved by the Town Manager.
- **Lifecycle Management:** Forecasts and replacement schedules will be delivered five quarters in advance, ensuring predictable costs and minimal disruption.
- **Compliance & Audit Support:** Jupiter will maintain administrative records of all services performed, audit logs for CJIS and SCADA compliance, and evidence binders for regulatory readiness.
- **Accessibility & Inclusion:** Governance reporting will incorporate updates on web accessibility compliance with Colorado HB 21-1110 and WCAG standards.

Jupiter's governance and reporting model provides the Town of Paonia with clear visibility, documented accountability, and measurable outcomes. By combining structured oversight with proactive planning and transparent reporting, Jupiter ensures that IT services are not only stable today but also strategically aligned with the Town's long-term mission of secure, reliable, and equitable service delivery.

Cybersecurity & Risk Management

The Town of Paonia requires an IT services partner that not only maintains systems but also protects sensitive data, public safety operations, and critical infrastructure against evolving threats. Jupiter delivers a multi-layered cybersecurity and risk management framework that integrates advanced technology, regulatory compliance, and continuous oversight to ensure security and resilience across the Town's IT and IoT environments.

Regulatory Compliance & Public Safety Alignment

- **CJIS Compliance** – Full alignment with the Criminal Justice Information Services (CJIS) Security Policy at Level 4, including screened personnel, access control protocols, secure data handling, and audit readiness to support Paonia Police Department operations.
- **State & Federal Standards** – Structured governance aligned with NIST, CISA, and DHS cybersecurity guidelines, ensuring Paonia meets both Colorado and federal compliance mandates.
- **Accessibility & Digital Equity** – Support for Colorado HB 21-1110, maintaining accessible, secure, and compliant digital services for citizens.

Proactive Security Posture

- **Threat Prevention & Detection** – Firewall management, intrusion detection and prevention (IDS/IPS), and real-time monitoring of network activity for anomalies or suspicious behavior.
- **Multi-Factor Authentication (MFA) & Identity Security** – Enforcement of MFA, Conditional Access, and least-privilege access principles to safeguard Town data across Microsoft 365, SCADA, ERP, and mobile environments.
- **Patch & Vulnerability Management** – Monthly patch cycles, quarterly vulnerability scans, and prioritized remediation of high-risk findings to reduce attack surfaces.

Risk Mitigation & Incident Preparedness

- **Disaster Recovery & Business Continuity** – Documented plans with tested recovery time (RTO) and recovery point objectives (RPO), ensuring critical systems such as water/wastewater SCADA and Police IT remain available during disruptions.
- **Backup & Data Resilience** – Encrypted, policy-driven backups across servers and cloud services, validated through quarterly restoration tests.
- **Incident Response Framework** – Defined escalation paths, communication protocols, and after-action reviews to ensure swift containment and lessons learned from any incident.

Governance & Continuous Improvement

- **Reporting & Oversight** – Monthly security dashboards covering patch compliance, threat activity, phishing results, and backup validation, shared with the Town Manager and Board.
- **Training & Awareness** – Quarterly phishing simulations and user awareness training, building a human firewall against social engineering.
- **Lifecycle Risk Planning** – Five-quarter forecast for technology refresh, warranty expiration, and compliance reviews to proactively mitigate operational and financial risks.

Jupiter's cybersecurity and risk management approach delivers more than technical safeguards—it provides confidence, compliance, and resilience. By embedding Zero Trust principles, CJIS-compliant practices, and proactive disaster recovery into every layer of Paonia's IT operations, we ensure that municipal services remain secure, reliable, and ready to adapt to future threats.



Health, Safety, and Quality Assurance/Control Practices

For the Town of Paonia, technology services must be delivered with the same rigor and reliability as any other essential municipal function. Health, safety, and quality assurance are foundational to Jupiter's managed IT services. Our practices ensure that staff remain safe, systems remain reliable, and all IT operations meet the highest standards of compliance, accountability, and resilience.

Health and Safety Integration

Jupiter recognizes that IT directly supports critical services, including public safety, utilities, and Town Hall operations. Any disruption has potential health and safety implications. Our practices include:

- **Critical Infrastructure Protection:** Proactive monitoring and safeguards for SCADA systems, water treatment, wastewater operations, and public safety applications to ensure uninterrupted delivery of essential services.
- **Workforce Safety in Technology Operations:** Field engineers adhere to OSHA and municipal safety protocols when working in physical facilities such as treatment plants, public works sites, and Town Hall.
- **Cybersecurity as Public Safety:** Implementation of CJIS-compliant policies, multi-factor authentication, and advanced threat detection to safeguard sensitive law enforcement and citizen data.

Quality Assurance (QA) Framework

Jupiter embeds quality assurance into every layer of service delivery, ensuring that all solutions are reliable, secure, and effective.

- **Standardized Processes:** All incidents, changes, and upgrades follow documented procedures and are reviewed through the Change Advisory Board (CAB) before implementation.
- **Configuration Control:** Baseline security and performance standards for servers, endpoints, and networks are enforced and validated quarterly.
- **Testing and Validation:** New configurations, patches, and upgrades are tested in controlled environments prior to production deployment, minimizing risk to live operations.
- **Knowledge Transfer and Documentation:** Every service, change, and incident is documented for accountability and continuous improvement.

Quality Control (QC) Practices

Quality control provides measurable checks to verify that services meet Paonia's operational and compliance standards.

- **Service Desk Metrics:** Monitoring first-contact resolution rates, SLA attainment, and ticket response times with monthly reporting to the Town Manager.
- **System Reliability:** Uptime monitoring and automated alerts for critical systems including servers, SCADA, ERP, and public Wi-Fi networks.
- **Backup and Recovery Testing:** Quarterly backup restore tests to confirm recoverability within agreed RPO/RTO targets.
- **Security Audits:** Regular vulnerability scans, penetration tests (where appropriate), and compliance checks for CJIS and state/federal requirements.

Continuous Improvement

Health, safety, and quality assurance are not one-time activities but continuous disciplines. Jupiter applies a cycle of monitoring, feedback, and improvement to ensure Paonia's IT services remain resilient and future-ready.

- **Quarterly Business Reviews (QBRs):** Align IT performance with Town objectives, review risks, and confirm compliance.
- **Root Cause Analysis (RCA):** Post-incident reviews to identify systemic issues and prevent recurrence.
- **Training and Awareness:** Ongoing staff training to reinforce safety, compliance, and IT best practices.

By embedding health, safety, and quality assurance/control practices into every aspect of service delivery, Jupiter ensures that Paonia's IT environment is not only secure and compliant but also resilient, reliable, and aligned with the Town's responsibility to protect its citizens. Our approach safeguards critical infrastructure, ensures high-quality operations, and builds a culture of accountability and continuous improvement, supporting Paonia's mission to deliver safe, efficient, and trusted services to the community.

Health, Safety, and Quality Assurance/Control Compliance Matrix

RFQ REQUIREMENT / SCOPE AREA	JUPITER PRACTICE	OUTCOMES
Critical Infrastructure Protection (Water, Wastewater, SCADA)	Continuous monitoring, strict IT/OT segmentation, vendor-coordinated patching, backup and restore validation	Reliable utility operations with minimized downtime and assured public health protection
Public Safety & CJIS Compliance	Level 4 CJIS-trained staff, secure integration of Motorola Spillman systems, evidence binder for audits, MFA & encryption enforcement	Fully compliant police IT operations, secure chain of custody for law enforcement data, audit readiness
Town Hall & Administrative Systems	Microsoft 365 administration, conditional access, Intune baseline configurations, proactive endpoint patching	Stable, secure, and efficient daily operations with Zero Trust protection
Health & Safety in Field Operations	OSHA-compliant onsite protocols, controlled maintenance windows for SCADA/Town Hall, emergency escalation playbooks	Safe technician work practices, no disruptions to mission-critical systems during upgrades
Quality Assurance (Process Control)	Documented change management via CAB, standardized incident resolution workflows, system validation pre-deployment	Predictable, low-risk technology changes with accountability and approvals
Quality Control (Performance Verification)	SLA tracking for Tier I-III support, monthly uptime reports, quarterly vulnerability scans, quarterly backup restore tests	Measurable service quality, proactive risk identification, demonstrated compliance with federal/state standards
Accessibility & Equity Compliance (HB 21-1110)	Web accessibility reviews, WCAG 2.2 AA conformance oversight, remediation tracking in governance reports	Equitable access to online municipal services for all citizens
Continuous Improvement & Risk Oversight	Quarterly Business Reviews (QBRs), root cause analysis (RCA) after incidents, ongoing training and awareness	Continuous service optimization, transparent reporting, reduced recurrence of issues

Change Management and Training Strategy

For the Town of Paonia, technology is only as effective as the ability of its people to adopt, trust, and sustain it. Jupiter delivers a comprehensive change management and training strategy that ensures staff, leadership, and elected officials are equipped with the knowledge, confidence, and support required to leverage new systems and processes effectively. Our approach balances governance, communication, training, and continuous reinforcement, ensuring that technology investments deliver measurable improvements in productivity, compliance, and citizen service.

Structured Change Management

Jupiter applies a proven change management methodology that integrates organizational readiness assessments, stakeholder engagement, and structured communication.

- **Readiness Assessments:** Evaluate departmental needs, current skill levels, and barriers to adoption to shape tailored interventions.
- **Stakeholder Alignment:** Engage department heads, supervisors, and key users early in the process to validate priorities, reinforce accountability, and secure organizational buy-in.
- **Communication Framework:** Establish clear, consistent messaging that explains the purpose of changes, their benefits to staff and citizens, implementation timelines, and expected outcomes.

Communication Strategy

Effective communication is the backbone of successful change adoption. Jupiter delivers a structured communication program that ensures transparency, alignment, and trust across all levels of the organization.

- **Multi-Channel Communication:** Regular updates delivered through email, intranet portals, town-wide announcements, and leadership briefings.
- **Audience-Specific Messaging:** Tailored communications for staff, utilities operators, Police Department personnel, and elected officials to ensure clarity and relevance.
- **Change Champions Network:** Departmental representatives empowered as peer-level advocates to reinforce key messages and provide localized support.
- **Communication Cadence:** Scheduled updates aligned to project milestones—kickoff, pre-go-live, go-live, and stabilization—supplemented by ad hoc updates for emerging issues.
- **Transparency and Feedback:** Two-way channels, including surveys, Q&A forums, and town hall-style meetings, to capture input and address concerns proactively.

Targeted Training Programs

Jupiter's training programs are designed to meet the specific needs of Paonia's workforce and operational environment.

- **Role-Based Learning:** Customized modules for Town staff, Police Department personnel (CJIS-compliant), utilities operators working with SCADA, and administrative staff using Microsoft 365 and ERP systems.
- **Multi-Channel Delivery:** Instructor-led workshops, remote webinars, quick reference guides, and on-demand tutorials to meet different learning preferences.
- **Simulation and Practice:** Hands-on labs and scenario-based training such as phishing prevention, system restoration, and SCADA dashboard use.
- **Leadership Enablement:** Coaching tools for supervisors and managers to drive adoption, reinforce expectations, and address resistance.

Continuous Reinforcement and Support

Change adoption is sustained through structured reinforcement and ongoing support.

- **Adoption Monitoring:** Track training completion rates, service desk activity, and system usage patterns to identify areas needing additional focus.
- **Feedback Loops:** Collect staff input after each training cycle and integrate lessons learned into future sessions.
- **Refresher Programs:** Provide quarterly updates and annual compliance training to maintain proficiency and security awareness.
- **Knowledge Base Access:** Curated self-service portal with "How-To" guides, FAQs, and troubleshooting resources for Microsoft 365, ERP, and SCADA platforms.

Alignment with Paonia's Scope of Work

This strategy directly supports Paonia's operational and compliance priorities by:

- Equipping staff across Town Hall, utilities, and public safety to confidently operate secure and resilient systems.
- Embedding CJIS, state, and federal compliance requirements into training and daily practices.
- Reinforcing adoption of Microsoft 365, Intune, Azure AD, and conditional access policies to establish a Zero Trust security model.
- Ensuring accessibility compliance with HB 21-1110, guaranteeing equitable digital services for all citizens.

Jupiter's change management, communication, and training strategy ensures that every technology investment is matched with people-centered adoption, measurable outcomes, and sustainable performance. By combining readiness assessments, structured communication, role-based training, and continuous reinforcement, Jupiter empowers Paonia's workforce to embrace new systems with confidence, safeguard sensitive data, and deliver secure, reliable, and efficient services to the community.

Detailed Cost Proposal

BUDGET CATEGORY	ESTIMATED COST
Phase 1: Contract Award & Mobilization (Oct 15 – Nov 1 '25)	\$60,000
Phase 2: Stabilization & Readiness (Nov '25 – Jan '26)	\$150,000
Phase 3: Optimization & Migration (Feb – June '26)	\$190,000
Phase 4: Strategic Modernization (July – Oct '26)	\$150,000
SUBTOTAL	\$550,000
Contingency	\$30,000
Travel & Expenses	\$20,000
Total Professional Consulting Services	\$600,000

Multi-Year Budget

BUDGET CATEGORY	ESTIMATED COST
Phase 5: Ongoing Operations & Continuous Improvement (Post Year 1 – Annual)	
- Monthly dashboards, quarterly DR tests, QBRs, annual compliance audits (CJIS, HB 21-1110, SCADA), and continuous improvement backlog. - Outcome: Long-term IT stability, transparent reporting, defensible compliance posture, adaptive modernization.	\$360,000
Travel & Expenses	\$20,000
Total Each Additional Year	\$380,000



STATEMENTS

RE: Disclosure Statements

To Whom It May Concern:

This letter is submitted in response to the required disclosures related to the solicitation process. Jupiter Capital Management LLC affirms the following:

No Terminated Contracts or Claims:

Jupiter Capital Management LLC has never had a public contract terminated by any governmental entity for cause, nor is the company currently involved in, nor has it previously been involved in, any lawsuits or claims for failure to perform in connection with a public contract. This includes any entities merged with or acquired by Jupiter Capital Management LLC that may be involved in providing services or products under this contract.

No Undisclosed Relationships:

Jupiter Capital Management LLC has no contractual relationships, consulting arrangements, or other relevant contact with any Town or City personnel, or with any other bidder or supplier involved in the development or preparation of Jupiter's response to this solicitation.

No Conflicts of Interest:

Jupiter Capital Management LLC affirms that it has no activities, affiliations, financial interests, or relationships that would constitute a conflict of interest or otherwise impair the company's ability to perform its obligations in the best interest of the Town or City. We are not currently under contract with, nor seeking to do business with, any Town or City employee or third party in a manner that would create a conflict. Jupiter is committed to full compliance with applicable ethics and procurement laws.

Should any potential conflict or relevant change arise in the future, Jupiter Capital Management LLC will promptly disclose such matters in accordance with the Town or City's requirements.

We acknowledge all Addenda (Q&A) and accept the Town's general terms and conditions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Docie", written over a light blue circular stamp.

Scott Docie, Managing Principal
Jupiter Capital Management LLC

PROJECT MEMBER RESUMES

RACHEL RADEN

rachel.raden@jupiter-cap.com

DIGITAL TRANSFORMATION | DATA MANAGEMENT | ENTERPRISE STRATEGY

PROFESSIONAL SUMMARY

Rachel has developed an award-winning reputation for steering impressive Strategy and Vision. She is known for making a profound and long-term impact through Digital Transformations, Data Management & Governance, Analytics, Business Intelligence and developing Ecosystems that propel organizations to industry-leading success. Her career has been marked by instituting new data infrastructures, methodologies, tools and systems across multiple industries that skyrocket efficiencies and create strategic business opportunities.

AREAS OF EXPERTISE

- | | | |
|------------------------|--------------------------|------------------------------|
| → Change Management | → Stakeholder Management | → Relationship Building |
| → Data Infrastructures | → Enterprise Solutions | → Program/Project Management |
| → End User Training | → MDM Best Practices | → Digital Transformations |

PROFESSIONAL EXPERIENCE

- | | | |
|--|------------------|----------------|
| JUPITER CAPITAL MANAGEMENT LLC
Head of Advisory | Remote | Present |
| RADEN CONSULTING, LLC
CEO/Information Technology and Business Consultant
<i>Partnering with business leaders to devise corporate Strategy, Vision, IT Initiatives, Roadmaps to support key initiatives for numerous System Implementations, Integrations, Process Improvements, Change Management, Data & System Infrastructure, Data Architecture, Data Pipelines to support key User Groups, Enterprise KPIs, Business Intelligence and Analytics.</i> | Prescott, WI | 2022 - Present |
| AMERIPRISE FINANCIAL SERVICES, INC.
Director, Business Segment Data Management
<i>Designed Cloud Applications, Data Infrastructure and Architecture, Architectural Best Practices and Governance, Data Pipelines, Data Process Optimization and Agile releases in partnership with Global Enterprise Architects and Scrum Teams, to enable Enterprise-wide Self-Service Capabilities to support user engagement for the following groups: Data Scientists for AI/ML modeling, Data Analysts, Power Users, Self-Service Business Intelligence and Leadership Dashboards/Reporting.</i> | Minneapolis, MN | 2019-2022 |
| CODE42
Senior Vice President, Organization Builder
<i>Managed All Sales Operations Master Data and Campaign Management globally, while developing and leading a six-member Sales Operations Data Stewardship team.</i> | Minneapolis, MN | 2017-2018 |
| ARCSERVE, LLC
Director, Business Intelligence & Systems
<i>Partnered with C-level Executives and Cross-functional Teams Enterprise-wide to devise Strategy, Vision, Digital Transformation Initiatives, Roadmaps, Agile teams and releases to support key initiatives for numerous System Implementations, Integrations, Process Improvements, and Data & System Infrastructure.</i> | Eden Prairie, MN | 2015-2017 |
| TARGET CORPORATION
Business Process Consultant
<i>Partnered with Leaders and Cross-functional teams across Distribution Business Intelligence and Data Management to devise and evangelize Master Data Management (MDM) Best Practices, Data Warehouse Modernization Strategy and Vision, to further define business needs including but not limited to: KPIs, Business Capabilities and Insights, Standardized Data Definitions, Data Management, Data Governance, Data Infrastructure, Data Architecture, Data Democratization, Data Quality, Data Privacy and Data Security.</i> | Minneapolis, MN | 2011-2014 |
| 3M/VOLT TECHNICAL RESOURCES
Consultant
<i>Helmed all Global Projects, Releases and Timelines for a Client Base of over 100 Marketers & Sales Reps through the Agile Methodology.</i> | Maplewood, MN | 2007-2010 |

EDUCATION

- | | |
|--|-----------------|
| CARLSON SCHOOL OF MANAGEMENT MBA Essentials Certification | Minneapolis, MN |
| ST. CLOUD STATE UNIVERSITY B.S. in Mass Communications & Speech Communication | St. Cloud, MN |
| CDI COMPUTER ACADEMY Associate of Applied Science in Computer Programming | Bloomington, MN |

MICHAEL REEB

michael.reeb@jupiter-cap.com

MICROSOFT EXPERTISE | SOFTWARE ENGINEERING | PROJECT MANAGEMENT

PROFESSIONAL SUMMARY

Dynamic IT Project Manager with 2 decades of experience leading high-impact projects, managing global teams, and driving digital transformation initiatives. Proven track record in program management, consulting, and cloud solution delivery for leading technology companies. Recognized for building high-performance teams, building PMO's, implementing strategic process improvements, and achieving operational excellence. 12+ years working for Microsoft or Microsoft Partners.

AREAS OF EXPERTISE

- | | | |
|------------------------------------|------------------------|----------------------|
| ✓ Certified PMP/CSM/ACP | ✓ M365 Power Platform | ✓ Certified CompTIA+ |
| ✓ Certified AWS Cloud Practitioner | ✓ Technical Leadership | ✓ Project Management |
| ✓ Certified MS Fundamentals | ✓ MS365 Implementation | ✓ Change Management |

PROFESSIONAL EXPERIENCE

JUPITER CAPITAL MANAGEMENT	Remote	2025-Present
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VP, AI & Data Management

VICTORIA PLC, UK (CONTRACT)	Remote	2023-Present
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Head of Data Projects

Led data strategy and implemented a centralized Data Hub, integrating dozens of data sources for thousands of users, enhancing data accessibility and security. Completing over a dozen high-level IT Projects on time and on schedule on the Microsoft Azure Data Platform (PowerBi, Analysis Services, Data Factory, Databricks). Achieved \$5+ million in cost savings by optimizing procurement, SG&A, and pricing strategies through data analysis of existing sources. Directed enterprise-wide Azure and Microsoft Viva implementations, resulting in Azure savings of \$50,000+ per year and M365 license savings over \$200,000+ per year.

DATACOSE (CONTRACT)	Remote	2023
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Technical Program Manager/Director

Built, Established, and Led the company's first Program Management Office (PMO), introducing SOPs to manage budget, schedule, risk, and quality metrics as well as all KPI's and OKR's. Oversaw \$1M+ projects using Python and Google Cloud Run solutions, ensuring timely delivery and quality compliance.

HAZELCAST	Remote	2022-2023
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SaaS Project and Product Manager

Accelerated cloud adoption of Hazelcast's SaaS product, Viridian, through detailed project planning and execution. Sped up SRE projects by 25%. Collaborated with engineering, solutions architects, and marketing teams to enhance the product's core capabilities. Led new feature teams alongside PRD creation and execution.

MICROSOFT	Remote	2016-2022
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Sr. Project and Product Manager (Windows 11/365/Intune)

Sr. Program Manager of Change (FastTrack Leadership Team)

Senior Project Manager - IT Services Delivery

PRODUCT LAUNCH: Windows 11 and Windows 365 for Microsoft FastTrack, leading product KPIs + OKRs at the executive level. Briefed key product incubation team insights to Microsoft executives while leading product incubation for Fortune 500 customers! Delivered multiple Power BI reports tracking user stories and feature progression within Azure DevOps of 1 million+ in projects. Spearheaded change management initiatives within FastTrack, partnering across functions to optimize processes, tools, and team operations. Successfully delivered 57 Change Management Projects with budgets from 100k - 1 Million+ Developed a new on-boarding program, reducing vendor on-boarding time and enhancing service delivery efficiency by 15%. Led large-scale public sector projects, partnered in a \$100M program migration project of over 10,000 users to Azure-based networking solutions.

EDUCATION

WESTERN GOVERNORS UNIVERSITY Master of Science, Cybersecurity and Information Assurance

HARVARD BUSINESS SCHOOL MBA Equivalent, General Management Program

PARK UNIVERSITY Bachelor of Science, Computer Information Systems

Global

Boston, MA

Parkville, MO

CONRAD KRINOCK

conrad.krinock@jupiter-cap.com

ARCHITECT EXPERTISE | DATA & SECURITY SOLUTIONS | ENTERPRISE STRATEGY

PROFESSIONAL SUMMARY

Highly experienced and accomplished in planning, designing, building, securing, and managing development of large-scale commercial systems since the 1990s, having successfully completed banking, health care, energy, governmental, insurance, and manufacturing/engineering systems. Highly experienced and accomplished at Business Management- advising all levels of management including demystifying technical concepts to senior management, Software Development- technical disciplines including Web Architecture, Data Warehousing, SOA/ microservice Architecture, and Integration of virtually all multi-tier architectures, and Cyber security – CISSP certified with experience in the U.S. Financial Sector.

AREAS OF EXPERTISE

- | | | |
|-------------------------|--------------------------|------------------------|
| → Data Warehousing | → Machine Learning & AI | → Financial Modeling |
| → Business Intelligence | → Forensic Investigation | → Data Architecture |
| → Data Modeling | → Predictive Analytics | → Cloud Infrastructure |
| → Cloud & Cybersecurity | → Data Virtualization | → Integration Services |

PROFESSIONAL EXPERIENCE

- | | | |
|---|-----------------|-------------|
| JUPITER CAPITAL MANAGEMENT LLC
VP, Cybersecurity & Data Management | Remote | Present |
| KRINOCK SOFTWARE SERVICES, LLC
Chief Technology Officer (Consultant)
<i>Ongoing sabbatical/self-directed-research to integrate, re-write, refine, and copyright several architectures developed over a 25+ year career. Pro-bono support for 501c3 public charities.</i> | Anchorage, AK | 2017 - 2025 |
| CNO FINANCIAL GROUP
Lead Data & CISSP Architect
<i>Responsible for defining, refining, building, and evolving all aspects of: Data Warehouse reference architecture & Data Modernization for entire enterprise, Cyber Security: for entire EDW; https/tls, OAuth2.0 authentication, pbac/rbac, dlp, siem/ splunk, Snowflake administration/security/development for entire enterprise, Denodo administration/security/development for entire enterprise, Informatica IDMC administration/security/development for entire enterprise, Enterprise Security: pbac/ rbac/abac/dac (policy, role, attribute, discretionary), Data Modernization: Transition oracle, Snowflake and PowerCenter - IDMC, Privacy: Statutes compliance, and Anti-Money Laundering and Fraud Prevention: Aquilan Patriot-Manager</i> | Carmel, IN | 2021-2025 |
| WELLS FARGO & COMPANY
Cyber Security & Data Architect
<i>Responsible for defining, refining, and evolving all aspects of cyber security for Wells Fargo vendor financial services division. Sole security lead for software engineering team of 60+ members.</i> | Southfield, MI | 2019-2021 |
| STATE OF TEXAS DEPT OF TRANSPORTATION
Information Security Architect
<i>Lead technologist/architect defining, developing, and implementing information security the TxDotConnect SOA/IDS/ IPS/SIEM initiative. Designed and implemented Universal Security Catalogue for tracking all security controls defined by MITRE-CWE, OWASP, NIST, SANS-CDW, CIS for 184 TxDot applications.</i> | Austin, TX | 2019-2019 |
| STATE OF TEXAS WORKFORCE COMMISSION
Enterprise Data Warehouse Architect | Austin, TX | 2018-2019 |
| EAGLE CREEK SOFTWARE SERVICES
Senior Data Warehouse & SOA/Microservice Architect | Portland, OR | 2017 |
| STATE OF NEVADA DEPT OF HEALTH AND HUMAN SERVICES | Carson City, NV | 2012 - 2017 |

EDUCATION

WALSH COLLEGE BA and Computer Based Information Systems Major

Atlanta, GA

JACKIE FERNANDES

jackie.fernandes@jupiter-cap.com

CYBERSECURITY | DATA PRIVACY | CORPORATE INVESTIGATIONS

PROFESSIONAL SUMMARY

Accomplished risk, security, and compliance professional with 20+ years of experience in data privacy and security compliance and program development. Expert in IT GRC, NIST standards, policy governance, legal and regulatory requirements, and strategic stakeholder partnerships. Seeking to lead Cybersecurity, Data Privacy, and IT Risk initiatives, offering strategic guidance and leveraging extensive expertise.

AREAS OF EXPERTISE

✓ ITGC/Cybersecurity Compliance
✓ Risk Management
✓ Regulatory Frameworks

✓ Data Privacy Compliance
✓ Security Governance & Training
✓ MS365/Azure/Purview

✓ Enterprise Risk & Security
✓ Incident Response Planning
✓ IT General Controls

PROFESSIONAL EXPERIENCE

JUPITER CAPITAL MANAGEMENT LLC VP Cybersecurity & Data Privacy	Remote	Present
TRANSPARENCY INC. Cybersecurity & Data Privacy Compliance Consultant	Las Vegas, NV	Present
STATE OF NEVADA, OFFICE OF WORKFORCE INNOVATION NPWR Data Hub, Cybersecurity & Data Privacy Compliance		2022 - Present
LYNDRA Head of IT Security & Data Compliance <i>Built an IT department, led a team of 3, established strategic partnerships, improved operations by 73%, enabled rapid marketplace expansion, and reduced corporate spend by 50%. Performed cybersecurity assessment for Board of Directors and investors for IPO readiness which resulted in an 80% readiness score.</i>	Watertown, MA	2021-2022
SAREPTA THERAPEUTICS Chief Privacy Officer <i>Led a data privacy strategic initiative in partnership with Human Resources, Finance, Legal, and Corporate Compliance leaders, and deployed a global data privacy compliance program for GDPR and CCPA, resulting in a 90% corporate adherence success rate</i> Chief Security Officer <i>Created strategy, led a team of 150+, and executed a global security program that increased protection against cyber threats, reduced risk and costs associated breach notification and incident response, and reduced annual corporate spend by 3%-7%</i>	Cambridge, MA	2018-2021
STATE OF MASSACHUSETTS, DEPARTMENT OF TRANSPORTATION Cybersecurity & Data Privacy Compliance Consultant		2016-2018
SUNOVION PHARMACEUTICALS Director, Commercial Data Management <i>Appointed by Chief Commercial Officer to correct data access, integrity, and security, challenges in sales organization. Led a team of 18+ streamlined data collection and management processes, instituted MDM, set key performance metrics, which increased revenues by 95%.</i> Director, IT Corporate Compliance & Ethics <i>Designed and deployed an IT Compliance & Ethics program to meet global legal and regulatory requirements, improve data transparency, and increase operational efficiency by 93%. Led the corporate risk committee for the board of directors, executive leadership, and strategic partners.</i>	Marlboro, MA	2001-2014

EDUCATION

BRANDIES UNIVERSITY M.S. Information Security	Waltham, MA
NORTHEASTERN UNIVERSITY B.S. Business Administration	Boston, MA

ROD BOOTHE

rod.booth@jupiter-cap.com

RISK & COMPLIANCE PROFESSIONAL | OPERATIONS EXCELLENCE

PROFESSIONAL SUMMARY

Accomplished, versatile and innovative executive with an M.B.A. and extensive blend of experience in Operational Excellence, Risk Management, Regulatory Compliance, Safety, and Quality Assurance. Energizing leader with an unyielding commitment to process improvement, team building, change management, corporate integrity, and executional excellence. Incredibly talented at identifying risk exposure in operations resulting in enhanced profitability while implementing robust programs to drive corporate objectives while optimizing operational performance, maximizing revenues, and ensuring compliance with regulatory reporting requirements.

AREAS OF EXPERTISE

- | | | |
|-------------------------|-----------------------|------------------------------|
| ✓ Risk Management | ✓ Fraud Investigation | ✓ Risk Assessments |
| ✓ Regulatory Compliance | ✓ Red Team Programs | ✓ Program/Project Management |
| ✓ Data Protection | ✓ AML Expertise | ✓ Safety Act Expertise |

PROFESSIONAL EXPERIENCE

- | | | |
|---|-------------|----------------|
| JUPITER CAPITAL MANAGEMENT LLC
VP, Operational Governance, Risk & Compliance | Remote | Present |
| BOOTHE CONSULTING, LLC
Principal Consultant
<i>Management Consulting Services specializing in freelance activities to help companies optimize operational efficiency. Concentration in Enterprise Risk Management, Regulatory Compliance, Safety, and program implementation for companies operating in Supply Chain, Manufacturing, Food Service, Health Care, Safety, Contract Security, Banking, and Oil & Gas.</i> | Atlanta, GA | 2023 - Present |
| ARCTIC GLACIER PREMIUM ICE
Director – Compliance, Safety & Quality
<i>Executional excellence in strategically developing, implementing, and administering compliance functions of operational and financial processes pertaining to the manufacturing and distribution of food product for over 80 field locations across the United States and Canada. Implemented Quality Management System governing both manufacturing and distribution operations. Developed and led high level programs for governmental compliance including Safety regulations governed by OSHA, EPA, DOT, and FDA requirements for manufacturing and distribution operations.</i> | Atlanta, GA | 2019-2023 |
| US SECURITY ASSOCIATES, INC.
Deputy Compliance Officer
<i>Strategically designed and executed the corporate operational/regulatory compliance and audit functions resulting in \$50 million dollar savings and profitability enhancements due to streamlined efficiencies and compliance functions. Scope of responsibility spans conducting risk assessments of internal controls, development of an internal audit department / compliance department and providing leadership. Directed over one hundred operational and regulatory compliance functions across the company structure. Championed the initiative to secure DHS Safety Act Designation for multiple vertical markets. Established company-wide third party "Ethics Hotline," providing employees' opportunity to call in reports of fraud and abuse anonymously.</i> | Atlanta, GA | 2007-2019 |
| RACETRAC PETROLEUM, INC
Internal Audit & Special Projects Manager | Atlanta, GA | 1998-2007 |

Certified Internal Controls Auditor | Certified Fraud Examiner | Process Control Qualified Individual Technical skills

FSO - Government Contracts Management | ISO 9001, 14000, 22000, 26000, 27001, 31000, 37001 | SOC Type 1 & 2 Compliance | COSO | COBIT | Anti-Money Laundering (AML) | Bank Secrecy Act | Board & Client Engagement | Data Mining and Analytics | Foreign Corrupt Practices Act | General Data Protection Regulation | P&L Analysis and Consultation | Mergers & Acquisitions | Project Management | Sarbanes-Oxley | DHS Safety Act Designation | Regulatory Compliance: FDA, DOL, DOT, OSHA, EPA, ICE, & OFCCP | FINTECH / FINTRAC | Vendor Management | Environmental, Health and Safety (EHS) | Enterprise Risk Management | Safety Management Systems | Management Consulting | Change Management | Process Optimization | Team Collaboration | AWS | Power BI | Shared-Point | GDPR | Food Safety | Traceability 2.0

EDUCATION

- | | | |
|-------------------------------|---|---------------|
| OGLETHORPE UNIVERSITY | Master of Business Administration, Business | Atlanta, GA |
| UNIVERSITY OF KENTUCKY | Bachelor of Science, Operations Management & Accounting | Lexington, KY |

LAURA HOGAN

laura.hogan@jupiter-cap.com

GO-TO-MARKET STRATEGY | MARKETING LEADERSHIP | CLIENT RELATIONSHIPS

EXECUTIVE PROFILE

Dynamic leadership career as a Marketing Executive of high-growth companies. Combine astute strategic, business, and financial skills with a track record of multi-million-dollar revenue and profit growth. Success in leading partner relationship-building programs to impact the bottom line combined with exceptional opportunity identification skills to drive revenue and overall growth.

Progressive, decisive, and innovative, highly valued for expertise in interpreting corporate vision and strategy, translating objectives into actionable plans throughout marketing teams, and providing decisive leadership to cross-functional teams. Cultivate and maintain key relationships with executives, strategic partners, and suppliers. Strong financial, business, and marketing acumen to produce extraordinary results.

CORE COMPETENCIES

Consumer Marketing

Sales & Marketing Automation

Brand Management

Creative & Marketing Leadership

Budget Development & Administration

Strategic Business Planning

Revenue Generation & Profit Growth

Project & Promotion Management

Lead Generation Strategy

Relationship Development

PROFESSIONAL EXPERIENCE & ACCOMPLISHMENTS

Strategic Leadership
Relationship Management
Channel Marketing
Budget Management
Agency Relations
Cross-functional Collaboration
Team Leadership
Process Management
Financial Management
Martech & Systems
Sales Enablement
Annual Budget Planning
Marketing Automation
Buyer Persona Planning
Sponsorship & Negotiation
Community Engagement
Enterprise-wide Execution
Data-driven Programming
Vendor Management
Change Management
Project Management

Microsoft Suite
Adobe CC
Salesforce
Marketo
Netsuite
Video Production Software
Mailchimp
Google Analytics
Silvon

HEAD OF MARKETING

Jupiter Capital Management LLC - Denver, CO

January 2024 - Present

Dynamic and results-oriented executive driving business growth through strategic partnerships and client relationships, playing a pivotal role in shaping JCM's growth strategy. Successfully lead our highly experienced and diverse consultants to engagements and placements throughout multiple industries. Increase brand-building opportunities and develop sales enablement programs to influence marketability and value.

CHIEF MARKETING OFFICER

DesignStone LLC - Denver, CO

March 2023 - Present

Driving, optimizing, and project managing all channel marketing activities, business development engagement, and networking. Producing and building, creative and high-performing marketing strategies, campaigns, and assets while managing the DesignStone brand and performance.

DIRECTOR OF MARKETING

Upstate Coin & Gold – Centennial, Colorado

June 2021 - February 2023

Developed and implemented brand strategies to strengthen the company's market presence in the precious metals industry, increasing the company's market share and maximizing revenues

SENIOR MARKETING & SUPPLIER DEVELOPMENT MANAGER

Vistar – Denver, Colorado

2014 - 2020

Develop and capitalize on leveraging supply partner marketing programs to drive on average 30% increase in sales and revenue growth throughout multiple channels. Create and manage B2B/B2C and B2B2C marketing and promotional campaigns to maximize sales team's efficiency, drive distribution and build customer loyalty.

CORPORATE MARKETING DIRECTOR

ProBuild Holdings – Denver, Colorado

2002 - 2013

Oversee and direct marketing operations, driving efforts to achieve revenue, growth, and profit objectives. Manage the activities of 425 locations - field marketing, event planning, marketing operations, and creative associates, building a high-performing team. Championing building science programs with residential/commercial builders.



TOWN OF PAONIA, COLORADO

REQUEST FOR QUALIFICATIONS
Professional Managed IT Services

RFQ 2025-05

ISSUED: AUGUST 27, 2025

PROPOSAL DUE DATE: SEPTEMBER 30, 2025, NOON (M.T.)

REQUEST FOR QUALIFICATIONS – Professional Managed IT Services

The Town of Paonia is currently seeking proposals from qualified professional information technology managed services providers. The selected qualified vendor will enable the Town to improve and maintain Information Technology (IT) effectiveness, enhance its quality-of-service delivery (including cybersecurity readiness and infrastructure resilience), minimize support costs, and maximize return on investment.

Contract duration shall be an initial term of three (3) years, with a start date beginning on November 1, 2025. The Town may, at its sole option and discretion, annually extend the contract for an additional two (2) years, based on performance. The Town reserves the right to complete the same services with other contractors at any time, should it determine it to be in its best interest.

Prospective Bidders are requested to submit proposals clearly marked as, “**RFQ 2025-05 Professional Managed IT Services**,” with the vendor’s name and address on the front. Only emailed PDF proposals sent to: Paonia@TownofPaonia.com and ‘cc’d to: StefenW@TownofPaonia.com, will be accepted on or before 12:00 P.M. (Noon) on September 30, 2025. Proposals submitted through bidnetdirect.com will not be considered unless they are also emailed to the addresses above.

This RFQ has been advertised on <https://www.bidnetdirect.com/>. Any modifications to this RFQ or addenda pertaining to this RFQ will be published on the above-mentioned website, and all proposers are responsible to periodically check these websites for relevant updates prior to the submittal of a proposal.

BACKGROUND INFORMATION

The Town of Paonia is a full-service municipality with extensive information technology (IT) and internet-of-things (IoT) needs. We currently employ 23 staff members equipped with mobile telephones, laptops, and desktop computers, all of which require secure connectivity and ongoing support.

Our technology footprint spans multiple facilities and operational areas. Wireless surveillance cameras are installed across municipal buildings, and the Town provides public Wi-Fi access in its largest park through a network of repeating towers that require regular maintenance. Satellite facilities, including Public Works, operate with internet-connected bulk water filling stations, computers, tablets, and surveillance systems. The water treatment plant relies on supervisory control and data acquisition (SCADA) systems, operation software, desktops, servers, and surveillance cameras, all of which depend on reliable internet connectivity. The wastewater treatment plant maintains parallel requirements with SCADA systems, surveillance, and computing resources.

Public safety and compliance are also critical components of our IT environment. The Police Department operates under the Criminal Justice Information Services (CJIS) Security Policy and requires compliance with the CJIS Support Vendor Program, including the ability to

obtain CJIS clearance. The Town coordinates with the County Clerk's Office regarding surveillance systems used for election integrity, and with the County Sheriff's Office for Motorola Solutions mobile products supporting computer-aided dispatch and report writing.

Town Hall operations include enterprise resource planning (ERP) systems, desktops, laptops, servers, and surveillance cameras. Staff technology assets, including Apple iPhones, are centrally managed through Apple Business Manager. Multiple Town boards, commissions, and committees operate under the Town's Acceptable Use Policy, with official business email accounts provided for appointed and elected members. While devices are not issued to elected officials or appointed board members, business email accounts ensure secure and consistent communication in accordance with municipal policy.

The Town will begin a server upgrade after this contract is activated for Town Hall and all satellite facilities.

Given these demands, the Town seeks vendor support through this RFQ process to ensure ongoing security, compliance, and reliability across its diverse IT and IoT systems.

SCOPE OF SERVICES

The Town of Paonia is seeking a qualified Managed Service Provider (MSP) to deliver comprehensive IT services that ensure the seamless operation, security, and scalability of the Town's technology infrastructure. As a full-service local government, the Town depends on digital systems for service delivery, internal operations, and stakeholder communication. With increasing reliance on cloud-based platforms, interconnected systems, and advanced technology, the Town requires a cost-effective and reliable IT solution that prioritizes performance, security, and accessibility.

The selected provider will be responsible for supporting a broad range of IT resources, including mobile devices, laptops, desktops, servers, surveillance systems, SCADA platforms, ERP systems, wireless networks, and satellite site connectivity. In addition, the Town's current IT environment includes leased desk telephones operating through an internet-connected switchboard. As such, the scope of services must include full desk phone support and product recommendations to ensure that voice communications remain integrated with other IT operations.

Data security remains a top priority, as the Town manages sensitive financial and operational data across multiple departments. The MSP must implement proactive security measures, including multi-factor authentication, data monitoring, threat detection, and compliance with privacy and security regulations. The Police Department requires IT support that is compliant with the **Criminal Justice Information Services (CJIS) Security Policy**, with a minimum of Level 4 CJIS support. The provider must also be able to obtain CJIS clearance for relevant personnel.

To safeguard operations, the provider will develop and maintain a disaster recovery and business continuity plan, ensuring data protection and rapid restoration of services in the event of an outage. Services should include routine maintenance, system updates, and proactive monitoring to minimize downtime and maintain reliable access to Town services.

The Town of Paonia requires IT support for a base of 20+ staff members, offering both remote and occasional onsite support across all municipal facilities. These include Administration, Public Works (with an internet-connected bulk water filling station and surveillance systems), the Water and Wastewater Treatment Plants (both utilizing SCADA systems), and the Police Department. Services must also extend to the management of Apple devices through Apple Business Manager, email account administration for appointed and elected officials, and compliance with the Town's Acceptable Use Policies.

The intent of this RFQ is to evaluate the qualifications and experience of interested consultants and select the provider best positioned to meet the Town's comprehensive IT service needs. Respondents must demonstrate that they have sufficient resources, trained personnel, specialized consultants, and financial capacity to perform all services without delay or shortcomings. The final scope of services will be formalized in a mutually agreed Services Agreement.

The Town anticipates awarding a contract to a single consultant; however, the award is subject to approval by the Paonia Board of Trustees. The Town reserves the right to make no award at its discretion.

IT SUPPORT REQUIREMENTS

The Town of Paonia seeks a Managed Service Provider (MSP) capable of delivering comprehensive, tiered IT support to ensure effective day-to-day operations, strategic technology management, and advanced problem resolution. The selected vendor will provide services across three distinct levels of support, ensuring coverage from basic end-user needs through advanced system administration and security.

TIER I – BASIC DESKTOP SUPPORT

Tier I support serves as the first line of assistance for Town employees and includes:

- Operation of a help desk and ticketing system with support available by email and telephone.
- Remote troubleshooting and resolution of routine issues, including login problems, connectivity concerns, and standard software errors.
- Escalation of unresolved issues to Tier II as necessary.
- Printer, copier, and scanner support for all users, including coordination with third-party vendors when required.

TIER II – ESCALATED DESKTOP SUPPORT

Tier II provides advanced desktop and on-site support for issues unresolved at Tier I. Services include:

- Direct support for escalated user issues requiring in-depth technical troubleshooting.
- On-site assistance when remote resolution is not sufficient.
- Coordination with municipal departments to ensure minimal downtime during issue resolution.

TIER III – ADVANCED IT AND SYSTEMS MANAGEMENT

Tier III encompasses specialized technical expertise, infrastructure oversight, and advanced security services. Expectations include:

Microsoft Managed Services and Cloud Administration

- Microsoft 365 (M365) licensing and administration.
- Hybrid environment support including Intra ID, Intune, and Conditional Access policies.
- Azure Active Directory management.
- Deployment and management of Microsoft Defender and multi-factor authentication protocols.
- SharePoint migration, backup, and data cleanup.
- OneDrive management, including permissions and storage monitoring.
- Power Automate and Power Apps support to optimize workflows.
- Office 365 administration, including standardization of software, licensing, and upgrades.

Infrastructure and Device Management

- Audio/visual system configuration and support.
- Battery backup and uninterruptible power supply (UPS) solutions.
- Secure storage and security management for servers, endpoints, and mobile devices.
- Nextiva or equivalent internet-connected desk phone system support, including product recommendations and lifecycle planning.
- Remote monitoring and management of Town devices, servers, and networks.
- Management of Town mobile phone devices.

Security, Compliance, and Maintenance

- Preventative maintenance, including regular patching, backups, and software updates.
- Firewall management, intrusion prevention, and secure remote access setup.
- System monitoring for threats, vulnerabilities, and suspicious activity.
- Compliance with all relevant standards, including Criminal Justice Information Services (CJIS) requirements, with a minimum of Level 4 CJIS support for the Police Department.

ADDITIONAL IT SUPPORT SERVICES REQUIREMENTS

Beyond the Tier I–III framework, the Town requires vendors to provide or coordinate the following support services:

- **Security and User Training:** Phishing prevention and ongoing security awareness programs.
- **IT Change Coordination:** Oversight of required IT changes, process implementation, and communication.
- **Data Backup and Duplication:** Regular scheduling, testing, and management of backups to ensure business continuity.
- **Employee Lifecycle Support:** Onboarding and offboarding assistance, file migration, and access management.
- **Email Management and Security:** Advanced filtering, anti-virus and anti-spam protection, and vulnerability testing.
- **Authentication Management:** Multi-Factor Authentication (MFA) setup, oversight, and user support.
- **Technology Deployment and Configuration:** Setup, relocation, troubleshooting, and configuration of Town-owned devices including mobile phones, desktops, laptops, and tablets.
- **Equipment Lifecycle Management:** Inventory tracking, warranty monitoring, and replacement planning.
- **Desktop Telephone Service with Internet-Based Switchboard:** Ongoing support for leased desk phones, internet-based switchboard operations, and product recommendations to ensure integrated communications.

- **Security Camera Support:** Coordination with vendors for surveillance camera maintenance and system integration across municipal facilities.
- **Website Accessibility and Compliance:** Oversight of accessibility standards and collaboration with the Town's webhost to ensure compliance with Colorado HB 21-1110.

GOVERNANCE, PLANNING, AND REPORTING REQUIREMENTS

The IT Managed Services Provider will work in close coordination with the Town Manager to configure user rights and administrative capabilities across all Town systems. User permissions will be assigned based on role responsibilities and technical skill levels. The Town Manager will retain final authority over all user rights configurations and may direct adjustments as necessary.

Project Planning and Documentation

- **Implementation Planning:** Prior to any migrations, hardware or software changes, or upgrades, the provider must submit an implementation plan to the Town Manager for approval. All planned downtime or outages must be scheduled and approved in advance.
- **Hardware Change Design Plans:** The provider will prepare and submit design plans for any hardware changes or upgrades to the Town Manager for review and approval.
- **Reporting and Documentation:** The provider will generate regular reports covering support ticket activity, inventory, system health, security status, outdated equipment, and expired warranties. Reports must support proactive planning for asset replacement and lifecycle management.
- **Review and Approval:** All plans, reports, and documentation will be reviewed by the Town Manager and other designated staff prior to implementation.

Additional Services

During the contract term, additional services may be required outside the scope of standard managed services. Interested respondents shall submit a fee schedule for key staff who may be engaged in such work. This fee schedule shall be provided on an hourly basis.

Minimum Deliverables

The successful respondent will be expected to provide the following deliverables at a minimum:

- **Administrative Record of Services:** A comprehensive administrative record of all services performed, with written acknowledgement of any contracted services not provided.
- **Weekly Project Status Reports:** Status updates during any software or hardware upgrades, changes, or implementations.
- **Monthly Support Reports:** A summary of support tickets, including dates of resolution, trends, and recurring issues.

CURRENT TECHNOLOGY ENVIRONMENT

The Town of Paonia maintains a diverse technology environment that supports daily operations, service delivery, and compliance with regulatory requirements. The following represents a sampling of the Town's current hardware, software, and applications.

Hardware

- Workstations: Windows based, mostly Lenovo or Dell Laptops
- iPads and iPhones: Assorted
- Phone system: VoIP

Software and Applications

- Productivity and Collaboration: Microsoft 365 Suite, including Teams, OneDrive, and limited SharePoint usage; Microsoft Edge and Google Chrome
- Enterprise Resource Planning (ERP): Caselle Clarity
- Operational Systems: SCADA platforms supporting utilities and infrastructure
- Remote Access: Splashtop
- Design and Review Tools: Bluebeam
- Geospatial Systems: ArcGIS/Esri
- Virtual Meetings: Zoom
- Public Safety: Motorola Solutions Spillman Mobile & Flex for law enforcement operations
- Document and Media Tools: Adobe Acrobat, Adobe Acrobat Pro, Adobe Express
- Document Management: Laserfiche
- Specialized Platforms: Multiple online portals supporting municipal operations and service delivery

PROPOSAL REQUIREMENTS

These guidelines are provided to standardize the preparation and submission of proposals by all consultants. The intent is to assist consultants in developing complete responses, to simplify the Town's review process, and to ensure consistency in format and content.

Submission Instructions

Prospective bidders are required to submit proposals **digitally only**. Proposals must be submitted as a single PDF document, clearly titled:

"RFQ 2025-05 PROFESSIONAL MANAGED IT SERVICES"

Each proposal must include the vendor's name and address in the file header or cover page.

Proposals must be submitted by email to:

Paonia@TownofPaonia.com

AND

cc'd to:

StefenW@TownofPaonia.com

Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)

- Proposals submitted through **bidnetdirect.com** or any platform other than direct email will **not** be considered unless they are also sent to the addresses above.
- **Mailed or hand-delivered proposals will not be accepted.**
- Proposals received after the deadline will be rejected.

The Town will not be bound by, nor responsible for, any explanations or interpretations of this RFQ other than those provided in writing. No oral interpretations will be made to any consultant.

Any questions or requests for clarification must be submitted via email to **Paonia@TownofPaonia.com**, and cc'd to **StefenW@TownofPaonia.com**. The Town reserves the right to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. Submission of a proposal indicates acceptance by the proposer of all conditions contained in this RFQ.

Proposal Format

Proposals shall contain the following information in the order listed:

1. **Proposer Submission Checklist & Introductory Letter**

- Include the Proposer Submission Checklist (Attachment A of this RFQ)
- Addressed to:
 - Stefen Wynn, Town Administrator & Treasurer
Email: StefenW@TownofPaonia.com
- Must be on the firm's letterhead and include the consultant's contact name, mailing address, telephone number, and email address.
- Should state the firm's understanding of the requested services and include any pertinent information.
- Must acknowledge receipt of all addenda.
- Must be signed by an individual authorized to bind the firm.

2. **Team Qualifications & Experience**

- Provide firm history, experience, and qualifications, including key personnel and their responsibilities.
- Include one-page résumés for primary personnel responsible for services.
- Emphasize relevant experience, ability to comply with state and federal regulations, and expertise with Microsoft 365 managed services.

3. **Project Approach, Scope of Work, and Deliverables**

- Describe approach to the scope of work, including any subcontractors, their roles, and oversight processes.
- Explain how staff and user training will be incorporated.
- Outline health, safety, and quality assurance/control practices.
- Identify any innovative approaches, tools, or technologies.

4. **Relevant Experience and References**

- Provide at least three (3) references, including name, email, address, and phone number.

5. **Responsiveness to Project Schedule**

- Describe the team's availability and capacity to meet the project schedule.

6. **Cost Proposal**

- Provide detailed cost information broken down by key areas of need.

7. **Statement of Acceptance**

- Include a statement explicitly acknowledging and accepting the Town's general terms and conditions.

PROPOSAL EVALUATION

All proposals will be reviewed and evaluated by a Selection Committee. The Committee may include Town staff and other individuals with expertise relevant to the services described in this RFQ. The Committee will independently assess and rank proposers in accordance with the evaluation criteria outlined below. Evaluation of proposals will be based solely on the judgment and discretion of the Committee.

During the evaluation process, all communications shall be directed exclusively to the Town Administrator & Treasurer. Proposers are prohibited from contacting or lobbying members of the Selection Committee directly. Any attempt to do so may compromise the integrity of the selection process and may result in disqualification.

The Committee will evaluate only those proposals that meet the minimum qualification requirements set forth in this RFQ. Proposals that appear unrealistic in terms of technical or scheduling commitments may be deemed indicative of insufficient technical competence or a lack of understanding of the complexity and risks inherent in the Town's requirements.

At the Town's discretion, the evaluation process may include oral interviews with shortlisted proposers. If oral interviews are conducted, proposers will be notified in advance of the date, time, location, and any additional information that may be requested. In the event the Town receives three or fewer proposals, the Town reserves the right to forego oral interviews.

Evaluation Criteria:

Proposals will be evaluated according to the following criteria. Each criterion will be scored on a zero-to-five-point scale. Scores will then be weighted according to the assigned values to produce a total score. **The maximum possible score is 550 points.** Proposals with higher weighted totals will be considered more advantageous to the Town.

1. Project Team Qualifications (25 weight, 125 points)

- Relevant experience and expertise of key personnel in IT support.
- Professional certifications and specialized training.
- Team structure, defined roles, and allocation of responsibilities.
- Availability and responsiveness of team members.
- Demonstrated familiarity with municipal operations.

2. Scope of Services (30 weight, 150 points)

- Comprehensive approach aligned with the Town's needs and requirements.
- Innovative strategies for ongoing improvements and efficiencies.
- Clear methodology for user engagement, training, and communication.

3. Relevant Municipal and Public Safety Experience (30 weight, 150 points)

- Demonstrated success with Microsoft and managed services implementations.
- Experience supporting municipalities, utilities, and public safety agencies.
- Quality and relevance of client references.

4. Management and Schedule (15 weight, 75 points)

- Availability and responsiveness to meet Town service expectations.
- Flexibility to adapt to potential hardware, software, or process changes.

5. Proposal Format and Completeness (10 weight, 50 points)

- Clarity, organization, and professionalism of the submittal.
- Compliance with RFQ requirements and formatting guidelines.
- Thoroughness and accuracy of information provided.
- Demonstrated attention to detail and quality control.

GENERAL TERMS AND CONDITIONS

1. Town's Rights

The Town reserves the right to conduct its own investigation in evaluating proposals and shall have sole discretion to accept or reject any or all submissions.

2. Ownership of Proposals

All proposals become the property of the Town upon receipt and will not be returned to the proposer, regardless of selection or rejection.

3. Public Disclosure

The Town operates in compliance with applicable public disclosure laws. Proprietary or confidential information should be clearly identified within the proposal and will be protected to the extent permitted by law.

4. Proposal Costs

All costs associated with the preparation and submission of a proposal, including participation in any meetings, interviews, or pre-proposal conferences, shall be borne solely by the proposer. The Town will not reimburse these expenses under any circumstances.

5. Conformance with RFQ Requirements

Failure to comply with the instructions, requirements, and format outlined in this RFQ, including responding to each item in the Proposal Requirements section, may result in disqualification. Proposals must include all information necessary for a complete evaluation.

6. Conflict of Interest

The successful proposer shall not permit any individual employed by the Town to benefit financially from an interest in the proposer's firm, its affiliates, or any subcontractors engaged in the contract.

7. Basis for Selection

Final selection will be based on the evaluation of the written proposal, reference responses, and any oral interviews conducted by the Town.

8. Interpretations and Clarifications

The Town will not be bound by, nor responsible for, any explanations or interpretations of this RFQ other than those provided in writing. No oral interpretations will be issued. Any questions or requests for clarification must be submitted by email to: Paonia@TownofPaonia.com and cc: StefenW@TownofPaonia.com. The Town reserves the right to request additional information or clarifications from proposers, and to allow correction of errors or omissions.

9. Submission Deadline

Proposals must be submitted as a single PDF document by email, with the subject line clearly titled:

“RFQ 2025-05 Professional Managed IT Services”

Proposals must be received on or before **12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)** at the email addresses above.

Proposals received after the deadline will not be considered.

Proposals submitted through **BidNetDirect** or any other platform will not be considered unless they are also emailed to the addresses listed above.

Mailed or hand-delivered proposals will not be accepted.

10. Reservation of Rights

The Town reserves the right to reject any or all proposals, to waive any informalities or irregularities, and to request new proposals if deemed in the best interest of the Town.

11. Acceptance of Conditions

Submission of a proposal constitutes acknowledgment and acceptance by the proposer of all terms, conditions, and requirements set forth in this RFQ.

It is anticipated that the selection of a firm will be completed at a Regular Meeting of the Board of Trustees on October 14, 2025.

All materials submitted in connection with the proposal document become the property of the Town. All information received by the Town shall become public record and shall be open to public inspection should an award of contract result from this solicitation.

KEY DATES

A tentative schedule of key dates for the project has been established as follows:

Publication of RFQ	August 27, 2025
Due date for proposals	September 30, at 12:00PM (M.T.)
Regular Meeting to Choose Consultant	October 14, 2025
Consultant Services Agreement Approved at Regular Town Board Meeting	October 28, 2025
Continuing Services Agreement Effective	November 1, 2025

The accuracy of the proposal is the sole responsibility of the Proposer. No changes in the proposal shall be allowed after the submission deadline, except when the Proposer can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended. Alternate proposals will not be considered.

The Town reserves the right to accept or reject any and all responses and to waive any informalities or irregularities in said Responses. The Request for Proposals does not bind the Town to accept a proposal when, in the Town's sole discretion, the Town determines not to do so. Additionally, the Town reserves the right to modify the schedule as necessary and will notify those participating in the RFQ of the change in writing. The Town of Paonia is an equal opportunity employer.

TERMINATION OF CONTRACT

The Town may, by written notice to the successful Firm, terminate the contract if the Consultant has been found to have failed to perform in a manner satisfactory to the Town's specifications, including delivery as specified. The date of termination shall be stated in the notice. The Town shall be the sole judge of non-performance.

The Town may cancel the contract upon thirty (30) days' written notice for reasons other than cause. This may include the Town's inability to continue with the contract due to non-appropriation or a reduction of funding.

Proposer Submission Checklist

RFQ 2025-05 Professional Managed IT Services

Town of Paonia, Colorado

All proposers are responsible for ensuring their submission is complete and complies with the RFQ requirements. Incomplete or late submissions will not be considered. Please use this as a tool to ensure that your firm meets all of the requirements for submission.

Submission Requirements

- ☐ Proposal submitted as a single **PDF document**
 - ☐ File clearly titled: **"RFQ 2025-05 Professional Managed IT Services"**
 - ☐ Vendor name and address included on cover page or header
 - ☐ Submitted **only by email** to:
 - **Paonia@TownofPaonia.com**
 - **cc: StefenW@TownofPaonia.com**
 - ☐ **Deadline: 12:00 P.M. (Noon), Tuesday, September 30, 2025 (MT)**
 - ☐ No mailed, hand-delivered, or BidNetDirect. Only emailed submissions accepted.
-

Proposal Content

- ☐ **Introductory Letter** (on firm letterhead)
 - Addressed to **Stefen Wynn, Town Administrator & Treasurer**
 - Contact information (name, mailing address, phone, email)
 - Acknowledgement of addenda
 - Signed by authorized representative
- ☐ **Team Qualifications & Experience**
 - Firm history and qualifications
 - Roles and responsibilities of key personnel
 - One-page résumés of primary staff
 - Demonstrated experience with Microsoft 365 managed services
 - Experience with state and federal compliance

☐ **Project Approach, Scope of Work, and Deliverables**

- Description of approach and methodology
- Identification of subcontractors and oversight methods (if applicable)
- Health, safety, and quality assurance practices
- Innovative approaches and technologies

☐ **Relevant Experience and References**

- Minimum of three (3) references with name, email, address, and phone number

☐ **Responsiveness to Project Schedule**

- Statement of availability and capacity to meet deadlines

☐ **Cost Proposal**

- Detailed costs broken down by key areas of need

☐ **Statement of Acceptance**

- Explicit acknowledgment and acceptance of the Town's general terms and conditions

Final Confirmation

- ☐ Proposal reviewed for completeness and accuracy
- ☐ Proposal submitted before deadline

Town of Paonia

**RFQ 2025-05 Professional Managed IT Services
Proposal Evaluation Scoring Sheet**

Proposer Name: _____

Evaluator Name: _____

Date: _____

Scoring Guidelines

- **0 = Does not meet requirements**
 - **1 = Poor – minimal evidence provided**
 - **2 = Fair – partially meets requirements**
 - **3 = Satisfactory – meets requirements adequately**
 - **4 = Good – exceeds requirements in some areas**
 - **5 = Excellent – exceeds requirements in all areas**
-

Evaluation Criteria

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
1. Project Team Qualifications	25	_____	_____	
- Relevant experience of personnel				
- Certifications/training				
- Team structure & availability				
- Familiarity with municipalities				
2. Scope of Services	30	_____	_____	
- Comprehensive approach				
- Innovative strategies				
- Methodology for training & communication				

Criteria	Weight	Score (0-5)	Weighted Score	Evaluator Notes
3. Municipal & Public Safety Experience - Microsoft/project success record - Municipal and public safety experience - References provided	30	_____	_____	
4. Management and Schedule - Responsiveness & availability - Flexibility/adaptability	15	_____	_____	
5. Proposal Format & Completeness - Clarity & organization - Compliance with RFQ requirements - Thoroughness and attention to detail	10	_____	_____	
TOTAL	550		_____	

Final Notes

Evaluator Signature: _____