

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily COVID-19 Agenda

June 4, 2020

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900-6833.

MEETING ID: 522 308 0487

PASSWORD: 522

The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

1. 10:30 A.M. CALL TO ORDER

2. PURCHASING

Julie Kennedy, Purchasing Agent

IFB 686 STRIPING 2020 APPROVAL

Consideration for approval of the purchase for Striping 2020, authorization for the Chair to sign the Notice of Award, and authorization for the County Manager to electronically sign the Purchase Order to Straight Stripe Painting, Inc. in the amount of \$93,300.

Documents:

[IFB 686 2020 BCC AGENDA COMMUNICATION FORM.PDF](#)
[STRAIGHT STRIPE REVISED QUOTE DATED 5.26.20.PDF](#)
[RFP 686 STRIPING 2020 BID TABULATION.PDF](#)
[IFB 686 STRIPING 2020 STRAIGHT STRIPE PAINTING, INC. CONTRACT.PDF](#)

IFB 688 OVERLAY 2020 APPROVAL

Consideration for approval of the purchase for Overlay 2020, authorization for the Chair to sign the Notice of Award, and authorization for the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of \$480,155.

Documents:

[IFB 688 OVERLAY 2020 BCC AGENDA COMMUNICATION FORM V.2.PDF](#)
[IFB-688 ROUTT COUNTY OVERLAYS BID PACKAGE UNITED COMPANIES.PDF](#)
[IFB 688 OVERLAY 2020 TABULATION SHEET.PDF](#)
[IFB 688 OVERLAY 2020 UNITED COMPANIES CONSTRUCTION CONTRACT.STATE.PDF](#)

3. ROUTT COUNTY AFFORDABLE HOUSING FUND REQUEST

Jason K. Peasley, Executive Director, Yampa Valley Housing Authority

Documents:

[BCC AGENDA COMMUNICATIONS FORM HOUSING.PDF](#)

ATTACH_1_IGA_CREATEFUND.PDF
ATTACH_2_COMMUNITYHOUSINGFUNDBALANCESHEET.PDF
YAMPA VALLEY HOUSING AUTHORITY - COMMUNITY HOUSING FUND
06.02.20.PDF

4. COVID-19 PUBLIC SURVEY TO ROUTT COUNTY RESULTS

Robin Schepper, Routt County PIO

Documents:

BCC AGENDA COMMUNICATIONS FORM_JUNE42020.PDF
ROUTT COUNTY PUBLIC SURVEYJUNE1_2020.PDF

5. COVID-19 WORK SESSION

The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

6. PUBLIC COMMENT

Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

1. DUE TO THE CURRENT PANDEMIC, THE COUNTY COMMISSIONERS REQUEST CITIZENS ATTEND THE MEETINGS VIA PHONE. Because public access to the Courthouse has been curtailed we request public comment be submitted in writing to bcc@co.routt.co.us. Public comments will be entered into the record. Please indicate in the subject line of your message that it is public comment and reference the agenda item to which it relates.

7. 1:00 P.M. MEETING ADJOURNED

LIVE AUDIO WILL BE AVAILABLE BY CALLING 1 (669) 900 6833.
MEETING ID: 522 308 0487
PASSWORD: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: June 4, 2020	ITEM TIME:
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FROM:	J. Kennedy/G. Romero/R. DuBois
TODAY'S DATE:	May 28, 2020
AGENDA TITLE:	IFB 686 Striping 2020 Approval
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Request the Board of County Commissioners approve the purchase for Striping 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Straight Stripe Painting, Inc. in the amount of \$93,300.	
II. RECOMMENDED ACTION (motion):	
Motion the Board of County Commissioners to approve the purchase for Striping 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Straight Stripe Painting, Inc. in the amount of \$93,300.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT: \$94,535	
PROPOSED EXPENDITURE: \$93,300	
FUNDING SOURCE: 25420711 743200 PW RM Safety	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

The Routt County Purchasing Agent sent out IFB 686 Striping 2020 to the eleven vendors as well as advertised in the Steamboat Pilot and posted on the Routt County website. Two vendors submitted responsible proposals:

Vendor	Unit Price	Proposal
Straight Stripe Painting, Inc.	Paint/gallon: \$20.75	
	Mobilization: \$4,000	\$193,281.50
American Striping Company	Paint/gallon: \$31.00	
	Mobilization: \$21,000	\$303,782.00

The original 2020 budget of \$178,650 was adjusted due to the impact of COVID-19 as a result of the extensive budget review performed by the Board of County Commissioners and the Road & Bridge Department.

Straight Stripe Painting, Inc. has agreed to a 50% reduction in the project and maintained the pricing submitted in his bid for the original specifications. We recommend Straight Stripe Painting, Inc. as the low bidder.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the purchase for Striping 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Straight Stripe Painting, Inc. in the amount of \$93,300.

IX. LIST OF ATTACHMENTS:

Straight Stripe Painting, Inc. Revised Proposal
Straight Stripe Painting, Inc. Construction Contract
IFB 688 Striping 2020 Bid Tabulation

**REQUEST FOR PROPOSAL (RFP) #686
STRIPING PROJECT 2020
ROUTT COUNTY, COLORADO**

PROPOSAL RESPONSE SHEET

Offeror will complete the work for the following prices:

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Extension</u>
2100	Gallons	Yellow Pavement Marking Paint	<u>\$ 20.75</u>	<u>\$ 43,575.00</u>
2300	Gallons	White Pavement Marking Paint	<u>\$ 20.75</u>	<u>\$ 47,725.00</u>
1	LS	Mobilization / Traffic Control	<u>\$ 0.00</u>	<u>\$ 0.00</u>
1	LS	Mobilization / Traffic Control	<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
TOTAL				<u>\$ 93,300.00</u>

Written Response Total Ninety-Three Thousand & Three Hundred & Zero Cents

Any exceptions to the RFP specifications provided Routt County shall be itemized.

N/A

Receipt of Addendum Numbers ONE is hereby acknowledged.

Company: STRAIGHT STRIPE PAINTING, INC.

Date: May 26th 2020

Authorized Agent Printed Name: RYAN G. CHEEVER

Signature: 

Email Address: cheever@straightstripe.com

Cell Phone: 435-862-9011

Address and Phone Number: Straight Stripe Painting, Inc.

Office: 435-656-0930

1812 West Sunset Blvd # 1-525

St George, UT 84770

TABULATION SHEET

RFP Number: 686					
RFP Name: Striping 2020					
RFP Due Date: 1:00 p.m. Mountain Time May 1, 2020					
Budget: \$178,650					
Vendor	Quantity	Unit	Description	Unit Price	Extension (Total Cost)
Straight Stripe	5,721	gallons	Yellow Pavement Marking Paint	\$20.75	\$118,710.75
	3,401	gallons	White Pavement marking Paint	\$20.75	\$70,570.75
	1	lump sum	Mobilization/Traffic Control	\$2,000.00	\$2,000.00
	1	lump sum	Mobilization/Traffic Control	\$2,000.00	\$2,000.00
	Total				
American Striping Company	5,721	gallons	Yellow Pavement Marking Paint	\$31.00	\$177,351.00
	3,401	gallons	White Pavement marking Paint	\$31.00	\$105,431.00
	1	lump sum	Mobilization/Traffic Control	\$10,500.00	\$10,500.00
	1	lump sum	Mobilization/Traffic Control	\$10,500.00	\$10,500.00
	Total				

CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of **XXX**, is between Routt County, Colorado (hereinafter called "County") by and through its Board of County Commissioners (hereinafter called "Board"), and Straight Stripe Painting, Inc., (hereinafter called "Contractor"). For purposes of this Contract, the address of County shall be:

Board of County Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, Colorado 80477

For purposes of this Contract, the address of Contractor shall be:

Straight Stripe Painting, Inc.
1812 W. Sunset Boulevard, #1-525
St. George, UT 84770

2. CONTRACT DOCUMENTS.

2.1 The entire contract between the parties concerning the Project (as hereinafter defined) shall consist of and include:

- 2.1.1. Advertisement for Bids;
- 2.1.2. Specifications for: Striping 2020;
- 2.1.3. Contractor's Bid Proposal, including any amended portions thereof accepted and approved by County;
- 2.1.4. Notice of Award;
- 2.1.5. Construction Contract;
- 2.1.6. Notice to Proceed;
- 2.1.7. Change Order forms;
- 2.1.8. Payment and Performance Bond, if required by Section 5.2 hereof;

all of which shall consist of and be referred to as the "Contract Documents."

2.2. The provisions of the Specifications for Striping 2020 and the Construction Plans shall take precedence over any conflicting provisions in the proposal documents or other Contract Document.

2.3. Anything mentioned in the Specifications and not shown on the Construction Plans, or shown on the Construction Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the Construction Plans and the Specifications or in case of discrepancy in the figures in the Construction Plans or in the Specifications, the matter shall be promptly submitted to the Project Administrator (as hereinafter defined) who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense.

2.4. As used herein, the term "Project Administrator" shall refer to such person as the Board of County Commissioners may, from time to time, designate as County's representative. The initial Project Administrator shall be Geovanny Romero. All changes in the designation of the Project Administrator shall be made in writing signed by the Chairman of the Board of County Commissioners and sent to Contractor at the address set forth in Section 1 above by U.S. Mail, first-class postage prepaid. It is intended, and hereby permitted, that the Project Administrator may delegate the responsibility for inspecting the work on the Project to other County employees and agents but only the Project Administrator shall have the right and power to accept or reject work or materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein.

3. SCOPE OF WORK.

Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete the work set forth in the Specifications for Striping 2020 and as described and required by the Contract Documents and referred to herein as the "Project."

Contractor is responsible for identifying the existing striping patterns for all roads included in the Project.

All workers shall be competent and have sufficient skill, knowledge and experience in their class of work and operation of equipment, to perform all work properly and satisfactorily.

Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of County in strict accordance with the provisions of the Contract Documents, including the Construction Plans and Specifications.

4. TIME OF COMPLETION.

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and shall complete the Project not later than October 2, 2020. Contractor agrees that the completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time period.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, County may, by written notice to Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any or all materials, appliances and plant as may be on the site of the work and necessary therefor. Whether or not Contractor's right to proceed with the work is terminated, he and his sureties shall be liable under the terms of the Payment Bond and Performance Bond for Contractor's refusal or failure to complete the work within the specified time.

Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if Contractor be delayed at any time in the progress of the work by any negligent act of County, County employee or agent, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or other causes beyond Contractor's control. Inability to purchase the required materials listed in Contractor's Proposal shall not be considered to be "beyond Contractor's control."

If delay is due to a cause beyond Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delay as Contractor shall be able to show he could not have avoided by exercise of due diligence; provided, however, that in no event shall the time for Contractor's completion of the Project be extended beyond October 9, 2020. Contractor shall advise County in writing within three (3) days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

5. LIQUIDATED DAMAGES/BONDING.

5.1. If Contractor fails to complete the Project by the Completion Date, County will incur damages which are presently difficult to compute. County and Contractor agree that, in the event Contractor does not complete the work by the Completion Date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$500.00 per day for each day the Project remains unfinished beyond the Completion Date.

5.2. In the event that the Compensation to be paid to Contractor for the Project, as set forth in the first paragraph of Section 6 hereof, exceeds \$50,000, the Contractor shall deliver

properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 6.

6. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, County shall pay to Contractor a sum not to exceed Ninety Three Thousand Three Hundred Dollars (\$93,300).

6.1. Progress payments shall be made upon application of Contractor to be made not more frequently than once a month during the Project. Payments shall be based upon the cost of labor and materials incorporated in the Project and materials suitably stored on the site as estimated by Contractor and approved by the Project Administrator.

6.2. At the time of an application for a progress payment, Contractor shall submit to the Project Administrator an itemized statement supported by receipts or vouchers showing payment for materials, labor and subcontracts; a description of the work completed; and Contractor's estimate of the percentage of completion of the Project represented by the payment application.

6.3. Within thirty (30) days after receiving a complete application for progress payment and all required supportive information, County shall pay to Contractor ninety-five percent (95%) of the amount shown in the application and approved by the Project Administrator. The remaining five percent (5%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

6.4. If materials stored at the Project site are paid for by County, title to such materials shall vest in Routt County. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

6.5. The amount of money which County has appropriated for the Project is equal to or in excess of the Contract amount set forth above.

6.6. No change order, as defined in C.R.S. § 24-101-301(2), or other form of order or directive by the County requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.

6.7. Routt County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of Routt

County under this Contract beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of Routt County under this Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by Routt County are exempt from Colorado sales and use taxes. However, such materials may be subject to any sales taxes imposed by local cities and counties and other local taxing authorities.

Contractor and subcontractors shall apply to the Colorado Department of Revenue for certificates of exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Application for Exemption Certificate with the approval of the Colorado Department of Revenue noted thereon should be delivered to Routt County prior to issuance of the Notice to Proceed. Contractor agrees to secure from each subcontractor copies of that subcontractor's approved Application and furnish a copy to County. Bidders shall not include in proposals the exempt Colorado sales and use taxes.

8. INDEMNIFICATION AND INSURANCE.

Contractor shall indemnify and hold harmless County, the Board and its agents and employees from and against any and all claims, damages, losses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project, if such claim, damage, loss, injury or expense is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 8 shall not extend to any claim, damage, loss, injury or expense which is caused by the act, omission or other fault of County, the Board or its agents and employees.

Contractor shall procure and maintain, at his own expense, until completion of all work and acceptance thereof by County, all of the insurance coverages required below. Contractor shall furnish County with a certificate of such insurance acceptable to County. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance. The certificate shall be filed prior to the start of any work on the Project.

8.1. Liability Insurance. Contractor shall procure and maintain Comprehensive General Liability, including completed operations, contractual liability and automobile liability insurance affording coverage for all claims for bodily injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by subcontractors under him or anyone directly or

indirectly employed by Contractor or by a subcontractor under him. Such insurance shall provide limits of liability of not less than one million dollars (\$1,000,000.00). Contractor shall furnish current certificates of insurance to County. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name Routt County as an additional insured. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

8.2. Worker's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Worker's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. Contractor shall also require each subcontractor to furnish Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Worker's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

9. SUBLETTING OF CONTRACT.

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract, or of his right, title or interest therein, without the written consent of County, which consent may be withheld without cause.

Contractor may utilize the services of specialty subcontractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of County.

Contractor shall be fully responsible to County for the acts and omissions of his subcontractors and of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind the subcontractors to Contractor by the terms of the Contract Documents and to give Contractor the same power as regard terminating any subcontract that County may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County.

10. WARRANTY.

Contractor warrants to County that all equipment and materials to be furnished under this Contract shall be free from all defects in workmanship and materials.

Contractor shall remove from the Project area all work or materials rejected by the Project Administrator for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace the materials or re-execute the work in accordance with the Contract Documents and without expense to County which are or become defective due to such defects within one (1) year after date of receipt by County. Contractor shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Should Contractor fail to proceed promptly in accordance with this warranty, County may have such work performed at the expense of Contractor.

11. PRE-CONTRACT EXAMINATION.

Before submitting his proposal, Contractor examined all Construction Plans and the entire and complete Specifications and became well and fully informed as to the materials and character of work required and the relationship of all the particular parts of the work.

After execution of this Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in this Contract and the Specifications, and implied a full and complete understanding of them and all Construction Plans, drawings, notes, indications and requirements.

Should anything be omitted from the Construction Plans or Specifications necessary to the proper completion of the work herein described, it shall be the duty of Contractor to so notify County before signing this Contract, and in the event of the failure of Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to Contractor.

12. ACCESS AND INSPECTION.

County and the Project Administrator shall at all times have access to the work. Contractor shall provide proper facilities for such access and for inspection of the work. The Project Administrator is, in the first instance, the judge of the performance of the Contract as it relates to compliance with the Construction Plans and Specifications and quality of workmanship and material.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Project Administrator may order that portions of the work be uncovered, exposed or made available for observations, inspection or testing. Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Project Administrator's order. If such portion of the work is determined to be defective, Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Contract Documents, Contractor shall be compensated in accordance with Section 18 (Changes and Additional Work).

13. MEASUREMENTS.

Contractor shall verify all measurements at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual dimensions and those indicated on the Construction Plans. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to County.

14. NON-DISCRIMINATION.

During the performance of this Contract, Contractor agrees as follows:

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth provisions of this non-discrimination clause.

14.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

15. LABOR AND MATERIALS.

In accordance with the laws of Colorado, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. The term "Colorado labor" shall mean any person who has been a bona fide resident of the State of Colorado for a period of not less than one (1) year.

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

"Preference is hereby given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State."

16. EMPLOYMENT OF ILLEGAL ALIENS.

This Contract is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) 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 to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

17. PROTECTION OF WORK AND PROPERTY.

Contractor shall continuously maintain adequate protection of his work and materials, protect the property on which the Project is to be constructed from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and Contract Documents.

Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by Contractor.

Contractor shall make good any damage, injury or loss, except such as may be:

- a. directly due to errors in the Contract Documents;
- b. caused by agents or employees of County; or
- c. due to causes beyond Contractor's control and not due to his fault or negligence.

Contractor shall take all necessary precautions for the safety of employees working on the Project and shall comply with all applicable provisions of federal, state, municipal, county or any other political subdivision's safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall take all other action necessary to assure the safe passage of pedestrians and automobiles.

18. CHANGES AND ADDITIONAL WORK.

County may order changes within the scope of the work without invalidating this Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. Such changes shall not require work beyond the geographical limits of the original Project unless

the Contract is modified. An increase or decrease in the unit cost or completion time requires an equitable adjustment and a change order shall be authorized by the Project Administrator.

No deviations from the Construction Plans and/or Specifications will be permitted except those specifically authorized by a written change order issued and signed by the Project Administrator. Any completely executed change order shall be considered authorization to proceed with the additional work. If Contractor proceeds without this authorization, he shall forfeit any claim for additional compensation for the work so performed.

If County deems it expedient to correct damaged work or work not performed in accordance with this Contract, an equitable deduction from the contract price may be authorized by change order.

19. PARTIAL ACCEPTANCE.

During the prosecution of the Project, Contractor may substantially complete a unit or portion of the Project. Contractor may request County's Project Administrator to make a final inspection of that portion of the Project. If the Project Administrator finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract Documents, he shall accept the work as being completed and Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of this Contract.

20. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Administrator that the work, in the opinion of Contractor, is complete under the terms of this Contract.

Within ten (10) days after Contractor files written notice that the work is complete, the Project Administrator and Contractor shall make a "final inspection" of the Project to determine whether the work has been completed in accordance with the Contract Documents. A final list shall be made by the Project Administrator in sufficient detail to fully outline to Contractor:

- a. Work to be completed, if any;
- b. Work not in compliance with the Construction Plans or Specifications, if any; and
- c. Unsatisfactory work for any reason, if any.

Four (4) copies of the list will be counter-signed by the Project Administrator and will then be transmitted to Contractor (two copies) and County (two copies).

County shall not authorize final payment until all items on the list have been completed, a certificate of completion issued, and the notice of final payment as required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

Before County is required to advertise, Contractor shall deliver to County all guarantees and warranties, all statements to support Colorado sales and use tax refunds, if applicable, one (1) set of as-built drawings showing all job changes, and demonstrate to the operating personnel of County the proper operation and maintenance of all equipment which is a part of the Project.

Upon completion of the foregoing, the Project shall be advertised by a notice of Contractor's settlement by two (2) publications of the notice, the last publication appearing at least ten (10) days prior to the time of final settlement. On the date of final settlement thus advertised, and after Contractor has submitted a written notice to County that no claims have been filed, payment and settlement shall be made as provided in C.R.S. § 38-26-107.

If any unpaid claim for labor, materials, supplies, equipment or damages to third parties filed before payment in full of all sums due Contractor, County shall withhold from Contractor sufficient funds to insure the payment of such claim until the same shall have been paid or withdrawn, such payment or withdrawal evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his duly-authorized agent or assignee.

21. CANCELLATION OF CONTRACT.

Failure of Contractor to comply with any of the requirements of this Contract and the Specifications may be considered as evidence of the inability on the part of Contractor to maintain the quality and service standards deemed necessary and shall be sufficient cause for the cancellation of this Contract and the initiating of legal action against the Performance Bond of Contractor.

22. ATTORNEY FEES.

In the event either party to this Contract brings suit to enforce or interpret any portion of this Contract, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

23. INTEGRATION; VENUE AND JURISDICTION.

This Contract shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Contract constitutes the entire agreement between the parties concerning the work described in the Scope of Work and may not be amended except by a written document executed by both parties hereto. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Contract shall be in the United States District Court for the District of Colorado or in the Fourteenth Judicial District of the State of Colorado.

Routt County, Colorado

ATTEST:

Kim Bonner
Routt County Clerk

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

Straight Stripe Painting, Inc.

By: _____

Printed Name: _____

Title: _____

ATTEST:

Secretary

NOTICE TO PROCEED

To: Straight Stripe Painting, Inc.
1812 W. Sunset Boulevard, #1-525
St. George, UT 84770

Date: XXX

You are hereby authorized to proceed on XXX with the Striping 2020 in accordance with the Contract Documents and your proposal. The work shall begin no later than ten (10) days after the date of this Notice.

County's Project Administrator for this project is Geovanny Romero. All change orders, payment requests, communications, etc. should go through his office.

ROUTT COUNTY, COLORADO

By _____
Timothy V. Corrigan, Chair
Board of County Commissioners

NOTICE OF AWARD

To: Straight Stripe Painting, Inc.
1812 W. Sunset Boulevard, #1-525
St. George, UT 84770

Date: XXX

Routt County has reviewed the bid proposal submitted by you for the Striping 2020 as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount of Ninety Three Thousand Three Hundred Dollars (\$93,300) has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2; and
4. a fully-executed Performance Bond, if required by Section 5.2.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

Straight Stripe Painting, Inc.

By: _____
Printed Name: _____
Title: _____
Date: _____



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: May 29, 2020	ITEM TIME:
--------------------------------	-------------------

FROM:	J. Kennedy/G. Romero/R. DuBois
TODAY'S DATE:	May 22, 2020
AGENDA TITLE:	IFB 688 Overlay 2020
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	
I. DESCRIBE THE REQUEST OR ISSUE:	
Request the Board of County Commissioners approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of \$480,155.	
II. RECOMMENDED ACTION (motion):	
Motion the Board of County Commissioners to approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of \$480,155.	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (if applicable):	
CURRENT BUDGETED AMOUNT: \$480,155	
PROPOSED EXPENDITURE: \$480,155	
FUNDING SOURCE: 25460739 855018	
SUPPLEMENTAL BUDGET NEEDED: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
None	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

The Routt County Purchasing Agent sent out IFB 688 Overlay 2020 to the two known vendors as well as advertised in the Steamboat Pilot and posted on the Routt County website. Both vendors submitted responsible proposals:

Company	Bid
Old Castle SW Group, Inc. dba United Companies	\$480,155
Elam Construction	\$505,545

The original 2020 budget of \$1,683,760 was for CR 18 and several alternate roads. Due to the impact of COVID-19 and the extensive budget review performed by the Board of County Commissioners, the Road & Bridge department has decided that CR 18 will be the only road to receive Overlay in 2020 and move the alternate roads to 2021.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of \$480,155.

IX. LIST OF ATTACHMENTS:

- Old Castle SW Group, Inc. dba United Companies Bid
- Old Castle SW Group, Inc. dba United Companies Construction Contract
- IFB 688 Overlay 2020 Bid Tabulation

IFB 688 Overlay 2020

ADDENDUM 1

This addendum is to notify you that the County will be pulling the due date for bids ahead to May 15, 2020 at 2:00 p.m. MT. If you have any questions in this matter, please contact me directly.

INVITATION FOR BID (IFB) #688

OVERLAY 2020

ROUTT COUNTY, COLORADO

ADDENDUM(S) # 1

Please acknowledge receipt of Addendum(s) with Proposal submittal. Failure to do so will result in a non-compliant proposal.

Company Name:

Oldcastle SW Group, Inc. dba United Companies

Signature:



Date: May 15, 2020

Kyle Alpha, Vice President

IFB xxx Overlay 2020 Tabulation Sheet

Supplier: Oldcastle SW Group, Inc. dba United Companies								
ITEM	UNITS	EST. QUAN. (Tons)	Avg. Width (ft)	Length (ft)	Area (sq yards)	Total SY	Unit Price	Extended Price
County Road 18 from RCR14b to US131								
Pavement 2"	ton	5757	24.00	18,691.20	49,843.20	49,843.20	\$80.00	\$460,560.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$10,500.00	\$10,500.00
Traffic Control	lump sum	1					\$9,095.00	\$9,095.00
Subtotal		5757				49,843.20		\$480,155.00
Subtotal Paving Program		5757				49,843.20		\$1,725,286.00
Bid Alternates (To be done depending on pricing)								
County Road 14 from Jack Creek (MM 2.4) To RCR 16 (MM3.5)								
Pavement 2"	ton	2391	30.00	5,808.00	19,360.00	20,705.00	\$87.00	\$208,017.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$4,350.00	\$4,350.00
Traffic Control	lump sum	1					\$4,700.00	\$4,700.00
Subtotal		2391				20,705.00		\$217,067.00
County Road 32 C/D Deer Clover and Apline Drive								
Pavement 2"	ton	417	22.00	1,478.40	3,613.87	3,613.87	\$90.50	\$37,738.50
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$2,750.00	\$2,750.00
Traffic Control	lump sum	1					\$1,697.00	\$1,697.00
Subtotal		417				3,613.87		\$42,185.50
County Road 64 from RCR129 to end of the pavement								
Pavement 2"	ton	11381	28.00	31,152.00	96,917.33	98,540.33	\$83.50	\$950,313.50
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$14,250.00	\$14,250.00
Traffic Control	lump sum	1					\$21,315.00	\$21,315.00
Subtotal		11381				98,540.33		\$985,878.50
Subtotal Alternate Paving Prog		14190				122,859.20		\$985,878.50
Grand Total all Overlay		19947				#####		\$1,725,286.00



Kyle Alpha
 Vice President
 Oldcastle SW Group, Inc. dba United Companies



Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Oldcastle SW Group, Inc., dba United Companies of Mesa County**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **Routt County, Colorado Board of County Commissioners** as Obligee, (hereinafter called the "Obligee"), in the sum of **FIVE PERCENT OF TOTAL AMOUNT BID** Dollars (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **IFB #688 Hot Mix Asphalt (Overlay) Project 2020 Routt County, Colorado**.

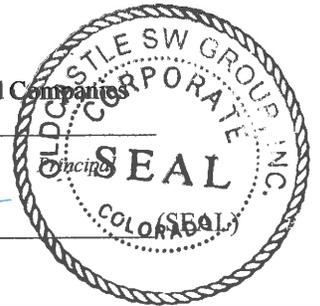
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of **May** A.D. ,**2020**.

Oldcastle SW Group, Inc., dba United Companies
of Mesa County

By


Kyle Alpha, Vice President

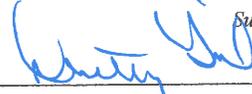



Janel Tanner *Witness*


Sona VanHorn *Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By

 *Surety*
Dorothy Feil, Attorney in Fact

(SEAL)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Kyle ALPHA, Dorothy FEIL, Debbie ELLIOTT and Janel TANNER all of Grand Junction, Colorado and EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bid bonds issued on behalf of Oldcastle SW Group, Inc. dba United Companies of Mesa and Oldcastle SW Group, Inc. dba Telluride Gravel, each with a penalty not to exceed the sum of \$1,000,000**, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of March, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15th day of May, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



2273 River Road
PO Box 3609
Grand Junction, CO 81502
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970)249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

Hot Mix Asphalt Pavement (Overlay) Project 2020

Routt County, Colorado

18) References and Qualifications:

- Project Name:** Grand County 2019 Road Reconstruction
Location: Grand County, CO
Owner: Grand County CO
Owner's Contact: Chris Baer, 970-725-3347
 308 Byers Avenue, Hot Sulphur Springs, CO 81451
- Prime Contractor:** Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,364,265.00
 Full depth reclamation (46,780 sy), asphalt removal (2,250 sy), storm drainage, underdrain (660 lf), unclassified excavation (2,890 cy), grading, asphalt paving (11,190 ton and 1,580 ton with fiber), aggregate base course (6,040 ton), guard rail (2.405 lf), shouldering, structure adjustment, pavement marking, erosion control, traffic control, quality control
- Date of Completion:** September 2019
- Project Name:** 2019 Steamboat Springs Paving Program
Location: Steamboat Springs, Colorado
Owner: City of Steamboat Springs
Owner's Contact: Dave Van Winkle, 970-879-1807
 137 10th Street, Steamboat Springs, Co. 80487
- Prime Contractor:** Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$ 1,674,551.00
 Asphalt planning (98,980 sy), asphalt paving (12,543 ton), structure adjustments, traffic control
- Date of Completion:** August 2019
- Project Name:** 2019 Mesa County Overlays
Location: Mesa County CO Various Locations (35)
Owner: Mesa County Division of Transportation
Owner's Contact: Matt Nicholas, 970-712-1601, 971 Coffman Road, Whitewater, CO 81527
- Prime Contractor:** Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$ 2,951,315.00
 Asphalt paving with geosynthetic fibers (~33,000 ton), milling, remove and replace curb, gutter, pan, sidewalks (3600 sf), quality control, shouldering (5,409 ton), traffic control, structure adjustments.
- Date of Completion:** September 2019

The Preferred Source



A CRH COMPANY



A CRH COMPANY

2273 River Road
PO Box 3609
Grand Junction, CO 81502
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970)249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

Project Name: Montrose County 2019 Asphalt Overlay Project
Location: Montrose County, various locations (7)
Owner: Montrose County
Owner's Contact: Keith Laube, Road and Bridge Department, 970-252-7001, 63160 LaSalle Road, Montrose, CO
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$3,308,955.00
 Asphalt paving (~36,000 ton), milling, shouldering (162,000 lf), pavement marking, traffic control, quality control
Date of Completion: June 2019

Project Name: 2019 Contract Street Maintenance – Asphalt Overlays
Location: Grand Junction, Colorado – Various Locations
Owner: City of Grand Junction
Owner Contact: Eric Mocko, 970-244-1554, 250 North 5th Street, Grand Junction, CO 81501
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$2,056,227.00
 Storm drainage, removals, asphalt planning (69,380 sy), excavation and embankment (1300 cy), Redi Rock retaining wall, erosion control, structure adjustments, reset mailbox structures, bike lane construction, base course (6,023 ton), bike lane paving (775 ton), asphalt paving (15,424 ton), guardrail (2,405 lf), concrete drainage pans, shouldering, structure adjustment, quality control, pavement markings, erosion control, traffic control, survey
Date of Completion: November 2019

Project Name: Bachelor Gulch Metro District 2019
Location: Avon, CO
Owner: Bachelor Gulch Metropolitan District
Owner's Contact: Dave Berg, BGMD, 970-926-6060, 28 Second Street, Edwards, CO 81632
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$ 1,095,217.00
 Asphalt paving (5,819 ton), milling (277,571 sf), full-depth asphalt patching, shouldering (7,200 lf), concrete curb, gutter and pan remove & replace (1,600 lf), thermoplastic pavement marking, traffic control, quality control, structure adjustments.
Date of Completion: June 2019

The Preferred Source



A CRH COMPANY



A CRH COMPANY

2273 River Road
PO Box 3609
Grand Junction, CO 81502
(970) 243-4900

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970)249-1815

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

Project Name: Multi -Agency Paving and Street Rehabilitation
Location: Gunnison County, Colorado
Owner: Town of Mt. Crested Butte / SGM
Owner Contact: Jerry Burgess, SGM, 970-945-1004, 118 West 6th Street, Suite 200, Glenwood Springs, CO 81601
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$1,030,220.00
Full depth reclamation (36,750 sy), asphalt paving (6,300 ton)
Date of Completion: October 2019

The Preferred Source

COLORADO LOCATIONS: GRAND JUNCTION • MONTROSE • GLENWOOD SPRINGS • STEAMBOAT SPRINGS • GUNNISON • CRESTED BUTTE
NORWOOD • TELLURIDE • DELTA • PAONIA • HOTCHKISS • RIFLE • MEEKER • ASPEN • EAGLE • GYPSUM

IFB xxx Overlay 2020 Tabulation Sheet

Supplier:							United	
ITEM	UNITS	EST. QUAN. (Tons)	Avg. Width (ft)	Length (ft)	Area (sq yards)	Total SY	Unit Price	Extended Price
County Road 18 from RCR14b to US131								
Pavement 2"	ton	5757	24.00	18,691.20	49,843.20	49,843.20	\$80.00	\$460,560.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$10,500.00	\$10,500.00
Traffic Control	lump sum	1					\$9,095.00	\$9,095.00
Subtotal		5757				49,843.20		\$480,155.00
Bid Alternates (To be done depending on pricing)								
County Road 14 from Jack Creek (MM 2.4) To RCR 16 (MM3.5)								
Pavement 2"	ton	2391	30.00	5,808.00	19,360.00	20,705.00	\$87.00	\$208,017.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$4,350.00	\$4,350.00
Traffic Control	lump sum	1					\$4,700.00	\$4,700.00
Subtotal		2391				20,705.00		\$217,067.00
County Road 32 C/D Deer Clover and Apline Drive								
Pavement 2"	ton	417	22.00	1,478.40	3,613.87	3,613.87	\$90.50	\$37,738.50
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$2,750.00	\$2,750.00
Traffic Control	lump sum	1					\$1,697.00	\$1,697.00
Subtotal		417				3,613.87		\$42,185.50
County Road 64 from RCR129 to end of the pavement								
Pavement 2"	ton	11381	28.00	31,152.00	96,917.33	98,540.33	\$83.50	\$950,313.50
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					\$14,250.00	\$14,250.00
Traffic Control	lump sum	1					\$21,315.00	\$21,315.00
Subtotal		11381				98,540.33		\$985,878.50
Subtotal Alternate Paving Prog		14190				122,859.20		\$1,245,131.00
Grand Total all Overlay		19947				172,702.40		\$1,725,286.00

CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of June 1, 2020, is between Routt County, Colorado (hereinafter called "County") by and through its Board of County Commissioners (hereinafter called "Board"), and Old Castle SW Group, Inc. dba United Companies (hereinafter called "Contractor"). For purposes of this Contract, the address of County shall be:

Board of County Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, Colorado 80487

For purposes of this Contract, the address of Contractor shall be:

Old Castle Group dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

2. CONTRACT DOCUMENTS.

2.1 The entire contract between the parties concerning the Project (as hereinafter defined) shall consist of and include:

2. .1. Advertisement for Bids;
2. .2. Specifications for: Overlay 2020;
2. .3. Contractor's Bid Proposal, including any amended portions thereof accepted and approved by County;
2. .4. Notice of Award;
2. .5. Construction Contract;
2. .6. Notice to Proceed;
2. .7. Change Order forms;
2. .8. Payment and Performance Bond, if required by Section 5.2 hereof;

all of which shall consist of and be referred to as the "Contract Documents."

2.2. The provisions of the Specifications for Overlay 2020 and the Construction Plans shall take precedence over any conflicting provisions in the proposal documents or other Contract Document.

2.3. Anything mentioned in the Specifications and not shown on the Construction Plans, or shown on the Construction Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the Construction Plans and the Specifications or in case of discrepancy in the figures in the Construction Plans or in the Specifications, the matter shall be promptly submitted to the Project Administrator (as hereinafter defined) who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense.

2.4. As used herein, the term "Project Administrator" shall refer to such person as the Board of County Commissioners may, from time to time, designate as County's representative. The initial Project Administrator shall be Geovanny Romero. All changes in the designation of the Project Administrator shall be made in writing signed by the Chairman of the Board of County Commissioners and sent to Contractor at the address set forth in Section 1 above by U.S. Mail, first-class postage prepaid. It is intended, and hereby permitted, that the Project Administrator may delegate the responsibility for inspecting the work on the Project to other County employees and agents but only the Project Administrator shall have the right and power to accept or reject work or materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein.

3. SCOPE OF WORK.

Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete the work set forth in the Specifications for Overlay 2020 and as described and required by the Contract Documents and referred to herein as the "Project."

All workers shall be competent and have sufficient skill, knowledge and experience in their class of work and operation of equipment, to perform all work properly and satisfactorily.

Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of County in strict accordance with the provisions of the Contract Documents, including the Construction Plans and Specifications.

4. TIME OF COMPLETION.

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and shall complete the Project not later than October 2, 2020. Contractor agrees that the completion of the Project within the time as set forth herein is of the essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time period.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, County may, by written notice to Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any or all materials, appliances and plant as may be on the site of the work and necessary therefor. Whether or not Contractor's right to proceed with the work is terminated, he and his sureties shall be liable under the terms of the Payment Bond and Performance Bond for Contractor's refusal or failure to complete the work within the specified time.

Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if Contractor be delayed at any time in the progress of the work by any negligent act of County, County employee or agent, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or other causes beyond Contractor's control. Inability to purchase the required materials listed in Contractor's Proposal shall not be considered to be "beyond Contractor's control."

If delay is due to a cause beyond Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delay as Contractor shall be able to show he could not have avoided by exercise of due diligence; provided, however, that in no event shall the time for Contractor's completion of the Project be extended beyond October 30, 2020. Contractor shall advise County in writing within three (3) days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

5. LIQUIDATED DAMAGES/BONDING.

5.1. If Contractor fails to complete the Project by the Completion Date, County will incur damages which are presently difficult to compute. County and Contractor agree that, in the event Contractor does not complete the work by the Completion Date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$800 per day for each day the Project remains unfinished beyond the Completion Date.

5.2. In the event that the Compensation to be paid to Contractor for the Project, as set forth in the first paragraph of Section 6 hereof, exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 6.

6. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, County shall pay to Contractor a sum not to exceed Four Hundred Eighty Thousand One Hundred Fifty Five Dollars (\$480,155) which amount shall be payable as follows:

6.1. Progress payments shall be made upon application of Contractor to be made not more frequently than once a month during the Project. Payments shall be based upon the cost of labor and materials incorporated in the Project and materials suitably stored on the site as estimated by Contractor and approved by the Project Administrator.

6.2. At the time of an application for a progress payment, Contractor shall submit to the Project Administrator an itemized statement supported by receipts or vouchers showing payment for materials, labor and subcontracts; a description of the work completed; and Contractor's estimate of the percentage of completion of the Project represented by the payment application.

6.3. Within thirty (30) days after receiving a complete application for progress payment and all required supportive information, County shall pay to Contractor ninety-five percent (95%) of the amount shown in the application and approved by the Project Administrator. The remaining five percent (5%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

6.4. If materials stored at the Project site are paid for by County, title to such materials shall vest in Routt County. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

6.5. The amount of money which County has appropriated for the Project is equal to or in excess of the Contract amount set forth above.

6.6. No change order, as defined in C.R.S. § 24-101-301(2), or other form of order or directive by the County requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.

6.7. Routt County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the "TABOR Amendment") which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of Routt County under this Contract beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of Routt County under this Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by Routt County are exempt from Colorado sales and use taxes. However, such materials may be subject to any sales taxes imposed by local cities and counties and other local taxing authorities.

Contractor and subcontractors shall apply to the Colorado Department of Revenue for certificates of exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Application for Exemption Certificate with the approval of the Colorado Department of Revenue noted thereon should be delivered to Routt County prior to issuance of the Notice to Proceed. Contractor agrees to secure from each subcontractor copies of that subcontractor's approved Application and furnish a copy to County. Bidders shall not include in proposals the exempt Colorado sales and use taxes.

8. INDEMNIFICATION AND INSURANCE.

Contractor shall indemnify and hold harmless County, the Board and its agents and employees from and against any and all claims, damages, losses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project, if such claim, damage, loss, injury or expense is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 8 shall not extend to any claim, damage, loss, injury or expense which is caused by the act, omission or other fault of County, the Board or its agents and employees.

Contractor shall procure and maintain, at his own expense, until completion of all work and acceptance thereof by County, all of the insurance coverages required below. Contractor shall furnish County with a certificate of such insurance acceptable to County. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance. The certificate shall be filed prior to the start of any work on the Project.

8.1. Liability Insurance. Contractor shall procure and maintain Comprehensive General Liability, including completed operations, contractual liability and automobile liability insurance affording coverage for all claims for bodily injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by subcontractors under him or anyone directly or indirectly employed by Contractor or by a subcontractor under him. Such insurance shall provide limits of liability of not less than one million one hundred thousand dollars (\$1,100,000.00). Contractor shall furnish current certificates of insurance to County. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name Routt County as an additional insured. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

8.2. Worker's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Worker's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his

employees. Contractor shall also require each subcontractor to furnish Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Worker's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

9. SUBLETTING OF CONTRACT.

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract, or of his right, title or interest therein, without the written consent of County, which consent may be withheld without cause.

Contractor may utilize the services of specialty subcontractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of County.

Contractor shall be fully responsible to County for the acts and omissions of his subcontractors and of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind the subcontractors to Contractor by the terms of the Contract Documents and to give Contractor the same power as regard terminating any subcontract that County may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County.

10. WARRANTY.

Contractor warrants to County that all equipment and materials to be furnished under this Contract shall be free from all defects in workmanship and materials.

Contractor shall remove from the Project area all work or materials rejected by the Project Administrator for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace the materials or re-execute the work in accordance with the Contract Documents and without expense to County which are or become defective due to such defects within one (1) year after date of receipt by County. Contractor shall

also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Should Contractor fail to proceed promptly in accordance with this warranty, County may have such work performed at the expense of Contractor.

11. PRE-CONTRACT EXAMINATION.

Before submitting his proposal, Contractor examined all Construction Plans and the entire and complete Specifications and became well and fully informed as to the materials and character of work required and the relationship of all the particular parts of the work.

After execution of this Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in this Contract and the Specifications, and implied a full and complete understanding of them and all Construction Plans, drawings, notes, indications and requirements.

Should anything be omitted from the Construction Plans or Specifications necessary to the proper completion of the work herein described, it shall be the duty of Contractor to so notify County before signing this Contract, and in the event of the failure of Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to Contractor.

12. ACCESS AND INSPECTION.

County and the Project Administrator shall at all times have access to the work. Contractor shall provide proper facilities for such access and for inspection of the work. The Project Administrator is, in the first instance, the judge of the performance of the Contract as it relates to compliance with the Construction Plans and Specifications and quality of workmanship and material.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Project Administrator may order that portions of the work be uncovered, exposed or made available for observations, inspection or testing. Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Project Administrator's order. If such portion of the work is determined to be defective, Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Contract Documents, Contractor shall be compensated in accordance with Section 18 (Changes and Additional Work).

13. MEASUREMENTS.

Contractor shall verify all measurements at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual dimensions and those indicated on the Construction Plans. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to County.

14. NON-DISCRIMINATION.

During the performance of this Contract, Contractor agrees as follows:

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth provisions of this non-discrimination clause.

14.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

15. LABOR AND MATERIALS.

In accordance with the laws of Colorado, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. The term "Colorado labor" shall mean any person who has been a bona fide resident of the State of Colorado for a period of not less than one (1) year.

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

"Preference is hereby given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State."

16. EMPLOYMENT OF ILLEGAL ALIENS.

This Contract is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) 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 to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

17. PROTECTION OF WORK AND PROPERTY.

Contractor shall continuously maintain adequate protection of his work and materials, protect the property on which the Project is to be constructed from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and Contract Documents.

Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by Contractor.

Contractor shall make good any damage, injury or loss, except such as may be:

- a. directly due to errors in the Contract Documents;
- b. caused by agents or employees of County; or
- c. due to causes beyond Contractor's control and not due to his fault or negligence.

Contractor shall take all necessary precautions for the safety of employees working on the Project and shall comply with all applicable provisions of federal, state, municipal, county or any other political subdivision's safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall take all other action necessary to assure the safe passage of pedestrians and automobiles.

18. CHANGES AND ADDITIONAL WORK.

County may order changes within the scope of the work without invalidating this Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. Such changes shall not require work beyond the geographical limits of the original Project unless the Contract is modified. An increase or decrease in the unit cost or completion time requires an equitable adjustment and a change order shall be authorized by the Project Administrator.

No deviations from the Construction Plans and/or Specifications will be permitted except those specifically authorized by a written change order issued and signed by the Project Administrator. Any completely executed change order shall be considered authorization to proceed with the additional work. If Contractor proceeds without this authorization, he shall forfeit any claim for additional compensation for the work so performed.

If County deems it expedient to correct damaged work or work not performed in accordance with this Contract, an equitable deduction from the contract price may be authorized by change order.

19. PARTIAL ACCEPTANCE.

During the prosecution of the Project, Contractor may substantially complete a unit or portion of the Project. Contractor may request County's Project Administrator to make a final inspection of that portion of the Project. If the Project Administrator finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract Documents, he shall accept the work as being completed and Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of this Contract.

20. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Administrator that the work, in the opinion of Contractor, is complete under the terms of this Contract.

Within ten (10) days after Contractor files written notice that the work is complete, the Project Administrator and Contractor shall make a "final inspection" of the Project to determine whether the work has been completed in accordance with the Contract Documents. A final list shall be made by the Project Administrator in sufficient detail to fully outline to Contractor:

- a. Work to be completed, if any;
- b. Work not in compliance with the Construction Plans or Specifications, if any; and
- c. Unsatisfactory work for any reason, if any.

Four (4) copies of the list will be counter-signed by the Project Administrator and will then be transmitted to Contractor (two copies) and County (two copies).

County shall not authorize final payment until all items on the list have been completed, a certificate of completion issued, and the notice of final payment as required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

Before County is required to advertise, Contractor shall deliver to County all guarantees and warranties, all statements to support Colorado sales and use tax refunds, if applicable, one (1) set of as-built drawings showing all job changes, and demonstrate to the operating personnel of County the proper operation and maintenance of all equipment which is a part of the Project.

Upon completion of the foregoing, the Project shall be advertised by a notice of Contractor's settlement by two (2) publications of the notice, the last publication appearing at least ten (10) days prior to the time of final settlement. On the date of final settlement thus advertised, and after Contractor has submitted a written notice to County that no claims have been filed, payment and settlement shall be made as provided in C.R.S. § 38-26-107.

If any unpaid claim for labor, materials, supplies, equipment or damages to third parties filed before payment in full of all sums due Contractor, County shall withhold from Contractor sufficient funds to insure the payment of such claim until the same shall have been paid or withdrawn, such payment or withdrawal evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his duly-authorized agent or assignee.

21. CANCELLATION OF CONTRACT.

Failure of Contractor to comply with any of the requirements of this Contract and the Specifications may be considered as evidence of the inability on the part of Contractor to maintain the quality and

service standards deemed necessary and shall be sufficient cause for the cancellation of this Contract and the initiating of legal action against the Performance Bond of Contractor.

22. ATTORNEY FEES.

In the event either party to this Contract brings suit to enforce or interpret any portion of this Contract, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

23. INTEGRATION; VENUE AND JURISDICTION.

This Contract shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Contract constitutes the entire agreement between the parties concerning the work described in the Scope of Work and may not be amended except by a written document executed by both parties hereto. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Contract shall be in the United States District Court for the District of Colorado or in the Fourteenth Judicial District of the State of Colorado.

Routt County, Colorado

ATTEST:

Kim Bonner
Routt County Clerk

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

Old Castle SW Group, Inc. dba United Companies

By: _____

Printed Name: _____

Title: _____

ATTEST:

Secretary

NOTICE TO PROCEED

To: Old Castle SW Group, Inc. dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

Date: June 10, 2020

You are hereby authorized to proceed on June 10, 2020 with the Overlay 2020 in accordance with the Contract Documents and your proposal. The work shall begin no later than ten (10) days after the date of this Notice.

County's Project Administrator for this project is Geovanny Romero. All change orders, payment requests, communications, etc. should go through his office.

ROUTT COUNTY, COLORADO

By _____
Timothy V. Corrigan, Chair
Board of County Commissioners

NOTICE OF AWARD

To: Old Castle SW Group, Inc. dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

Date: June 1, 2020

Routt County has reviewed the bid proposal submitted by you for the Overlay 2020 as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount of Four Hundred Eighty Thousand One Hundred Fifty Five Dollars (\$480,155) has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy of the Contract;
2. those certificates of insurance required by Section 8 of the Contract;
3. a fully-executed Payment Bond, if required by Section 5.2; and
4. a fully-executed Performance Bond, if required by Section 5.2.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

ROUTT COUNTY, COLORADO

By: _____
Timothy V. Corrigan, Chair
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

Old Castle SW Group, Inc. dba United Companies

By: _____
Printed Name: _____
Title: _____
Date: _____



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS
AGENDA COMMUNICATION FORM

ITEM DATE: June 4, 2020	ITEM TIME: 10:40 AM

FROM:	Jason K. Peasley, Executive Director, Yampa Valley Housing Authority
TODAY'S DATE:	May 28, 2020
AGENDA TITLE:	Steamboat Springs – Routt County Affordable Housing Fund Request

CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION	

I. DESCRIBE THE REQUEST OR ISSUE:

YVHA is requesting the remaining balance of Routt County's stake in the Steamboat Springs – Routt County Affordable Housing Fund estimated at \$94,000. The funds are being requested to be included as part of the local support funding (along with \$1,500,000 from YVHA and \$406,000 from the City of Steamboat Springs Community Housing Fund) for an 80-unit low income housing tax credit project. YVHA and its development partner Overland Property Group will be making application to the Colorado Housing and Finance Authority on August 1, 2020 for an allocation of 4% Federal Low-Income Housing Tax Credits and State Affordable Housing Tax Credits worth approximately \$12,700,000. Together these resources will fund an 80-unit project targeting households making 30% to 80% of the Area Median Income.

II. RECOMMENDED ACTION (motion):

III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):

PROPOSED REVENUE (if applicable):
CURRENT BUDGETED AMOUNT: \$0.00
PROPOSED EXPENDITURE:
FUNDING SOURCE:
SUPPLEMENTAL BUDGET NEEDED: YES NO

IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):

The finding for this project will include contributions from the City of Steamboat Springs, the Yampa Valley Housing Authority, Colorado Division of Housing and Colorado Housing and Finance Authority.



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

For the past several years Routt County has been contributing its Private Activity Bond (PAB) cap to CHFA for use in a future affordable housing project. This project intends to utilize that contributed bond cap for a portion of the private activity bond issuance necessary to complete the project. CHFA will be the issuer of the private activity bonds.

Alpenglow Village, YVHA's most recent affordable housing project, recently conducted a lottery to lease the 72 units available this summer. 390 households applied for the lottery. Demand for affordable housing continues to outpace supply.

The Steamboat Springs – Routt County Affordable Housing Fund was created by an IGA in 2003. The fund was seeded with \$125,000 from each entity. The City and County have jointly used this fund to support the development of The Reserves at Steamboat Springs apartments. The remaining County portion of the fund is approximately \$94,000 including accrued interest according to the City Finance Department. This request would reduce the County's stake in this fund to \$0.

VI. LEGAL ISSUES:

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

VIII. SUMMARY AND OTHER OPTIONS:

IX. LIST OF ATTACHMENTS: Supplemental Budget Request

PowerPoint Presentation

IGA Establishing The Steamboat Springs – Routt County Affordable Housing Fund

City Community Housing Fund Balance Sheet

Attachment #1

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE STEAMBOAT SPRINGS-ROUTT COUNTY AFFORDABLE HOUSING FUND

This Intergovernmental Agreement Establishing the Steamboat Springs-Routt County Affordable Housing Fund (the "IGA"), dated as of February 25, 2003, is between Routt County, Colorado ("County"), acting by and through its Board of County Commissioners (the "BCC") and the City of Steamboat Springs, a Colorado home rule municipality ("City"), acting by and through the City of Steamboat Springs City Council (the "City Council").

Recitals

- A. On November 19, 1999, City and County adopted the "West of Steamboat Springs Area Plan" (the "Plan").
- B. One of the "Fiscal Impact Policies" contained in the Plan provides: "The County and the City will contribute to a fund administered by RALF [the Regional Affordable Living Foundation] that, using the Affordable Housing Incentives Matrix, will be used to defray the costs and fees of the affordable housing units. The City and the County will each contribute \$62,500 in FY 00 and FY 01, for a total of \$125,000 each and \$250,000 in the aggregate." (Plan, page 101.)
- C. RALF has requested City and County to loan to it \$250,000 for use in connection with the development of affordable housing units in the West End Village subdivision. City and County are willing to make the loans (the "RALF Loans") requested by RALF.
- D. RALF Loans will be secured by the same security, and the security interests to be granted to City and County are to be of equal priority. Additionally, City and County are to share equally in any loan repayments made with respect to either loan. In order to accomplish these objectives and to facilitate the administration of the RALF Loans, City and County desire to establish an inter-creditor relationship and a collateral agency relationship.
- E. City and County also desire to provide for the use of the loan funds repaid by RALF for other affordable housing purposes by establishing the Steamboat Springs - Routt County Affordable Housing Fund. By doing so, City and County intend to implement the item from the Plan described in Recital B above.

Terms and Conditions

1. City and County hereby establish the Steamboat Springs - Routt County Affordable Housing Fund (the "Fund"). City is hereby designated as the initial Fund Holder. Promptly following execution of this IGA by both City and County, County shall pay to City \$125,000 to be held as a part of the Fund and City shall transfer to the Fund \$125,000. The Fund Holder shall hold, administer, distribute and account for the Fund in accordance with this IGA.

2. The Fund Holder shall hold the Fund in a segregated, interest-bearing account. Any interest earned on the Fund shall become a part of the Fund and held, distributed and administered in accordance with the terms of this IGA.

3. Fund Holder shall enter into the loan agreement (the "Loan Agreement") between Fund Holder and RALF which is attached hereto as Exhibit A. Upon satisfaction of all conditions precedent to the making of the RALF Loans set forth in the Loan Agreement, Fund Holder shall loan to RALF \$250,000 solely from the Fund. Fund Holder shall thereafter administer the RALF Loans and the security held for it in accordance with this Agreement. Fund Holder shall have authority to receive payments made by RALF pursuant to the Loan Agreement and related documents, to release security held upon payment in full of the RALF Loans and to hold any loan payments received in the Fund.

4. In the event of any default under the Loan Agreement or related documents, Fund Holder shall consult with City and County to determine what action, if any, should be taken in connection with such default. Fund Holder shall be obligated to take action concerning the default only if City and County agree as to the course of action to be taken and provide written direction to Fund Holder signed on behalf of both entities.

5. City and County agree that they shall deliver to Fund Holder, as appropriate, any payments received directly by them with respect to the RALF Loans and to assign or transfer, as appropriate, to Fund Holder any additional security which they or either of them may receive with respect to the RALF Loans, it being the intent of City and County to share equally in all payments and all security for the RALF Loans.

6. All repayments and other recoveries of any portion of the RALF Loans shall continue to be held in the Fund by the Fund Holder and used in connection with affordable housing projects approved by City Council and BCC.

7. City and County each agree to execute such further documents as may be necessary for Fund Holder to carry out its responsibilities under this IGA including documents confirming Fund Holder's authority to act on behalf of City and County hereunder.

8. Fund Holder shall have no liability to City or County for any acts or omissions undertaken or not undertaken in connection with this IGA, the RALF Loans, the Loan Agreement or the related documents so long as Fund Holder acts in good faith. Any out-of-pocket expenses reasonably incurred by Fund Holder in connection with carrying out the terms of this IGA shall be shared equally by City and County and both shall promptly pay to Fund Holder that party's share of any such expenses upon presentation to it of a written request for reimbursement together with any supporting information which may reasonably be requested by City or County. Fund Holder shall not be held to be a fiduciary of either City or County nor held to any heightened duty of care with respect to its duties under this IGA.

9. The Fund Holder may resign at any time upon thirty days' written notice to City and County. However, the acting Fund Holder shall continue to act as such until a replacement Fund Holder acceptable to both City and County has agreed to serve as Fund Holder under this IGA. In the event of the appointment of a new Fund Holder, the successor Fund Holder shall succeed to all rights of the Fund Holder provided hereunder.

10. Either City or County may terminate this IGA upon thirty days' written notice to the other given in accordance with the notice provision of this IGA with or without cause. In the event of such termination, the Fund Holder shall distribute and portion of the Fund in its hands equally to City and County and shall execute such assignments and other documents reasonably necessary to assign and transfer any promissory notes and security held equally to City and County.

11. Any notice required under this IGA may be personally delivered or mailed in the United States mails, first class postage prepaid to the party to be served at the following addresses:

City: Office of the City Manager
137 10th Street
P. O. Box 775088
Steamboat Springs, CO 80477

County: Routt County Board of Commissioners
P.O. Box 773598
Steamboat Springs, CO 80477

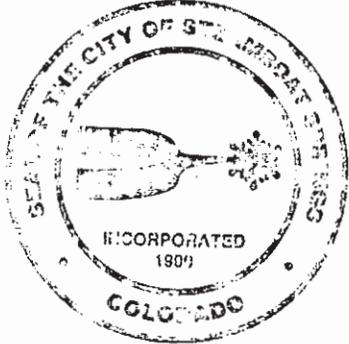
Notices personally served shall be deemed served on the date of delivery. Notices mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado otherwise on the date which is two business days following the date of mailing.

12. In the event either party to this IGA brings suit to enforce or interpret any portion of this IGA, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

13. This IGA constitutes the entire agreement between the parties concerning the Fund and the joint administration of the RALF Loans and may not be amended except by a written document executed by both parties hereto.

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14. This IGA shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this IGA shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.



City of Steamboat Springs

By: *Kathy Connell* Date: _____
Kathy Connell, President
Steamboat Springs City Council

ATTEST:

Julie Jordan
Julie Jordan, City Clerk

Routt County, Colorado

By: *Douglas B. Mønger* Date: *3/4/03*
Douglas B. Mønger, Chairman
Board of County Commissioners

ATTEST:

Kay Weinland by Debbie Hess
Kay Weinland, Routt County Clerk *Chief Deputy*



RALFLOANIGA.FINAL.DOC (2/26/2003)

Attachment #2

City of Steamboat Springs
Community Housing Fund
Balance Sheet
As of 12/31/19
Prepared by Kim Weber

Assets

Cash

Routt County Portion of Affordable Housing Fund	\$ 75,000	
City of Steamboat Portion of Affordable Housing Fund	75,000	
Interest attributable to Affordable Housing Fund (formally RALF)	38,511	
Remaining Amount pledged by City Council to Fund Down Payment Assistance	79,260	
General Community Housing Fund Reserves	<u>392,716</u>	
Total Cash		660,487

Notes Receivable

Yampa Valley Housing Authority	<u>646,908</u>	
Total Notes Receivable		<u>646,908</u>

Total Assets

\$ 1,307,395

Liabilities & Equity

Deferred Inflows - Unavailable Revenue Long-Term Receivables (YVHA Loan)	\$ 646,908	
Fund Balance	<u>660,487</u>	
Total Liabilities & Equity		<u><u>\$ 1,307,395</u></u>

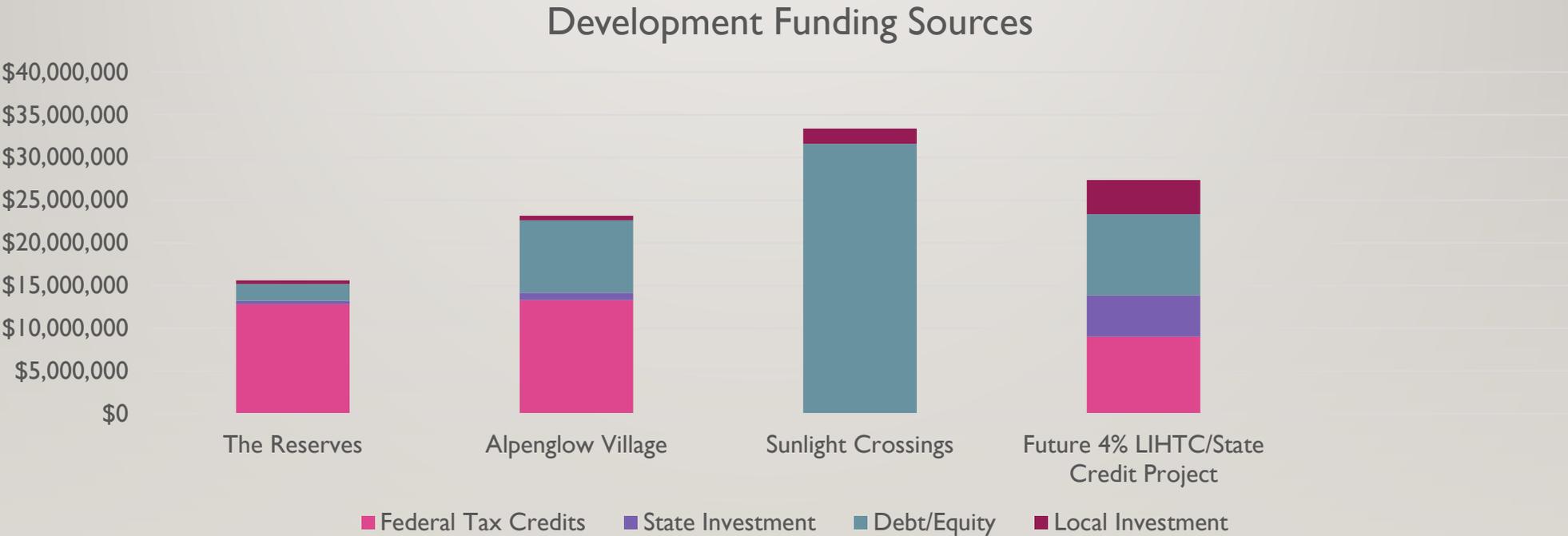
YAMPA VALLEY HOUSING AUTHORITY

COMMUNITY HOUSING FUND REQUEST

YVHA DEVELOPMENTS HOUSING NEEDS

	SEASONAL	LOW INCOME	ENTRY LEVEL
Housing Needs (2018)	134	1,011	385
YVHA Development Goal	100	350	150
The Reserves (2017)	0	48	0
Alpenglow Village (2020)	0	48	24
Sunlight Crossings (2021)	0	0	90
Future 4% LIHTC/State Credit Project (2022)	0	80	0
Percent of Need	0%	17.4%	29.6%
Percent of Goal	0%	36.6%	76%

YVHA DEVELOPMENTS FUNDING SOURCES



YVHA DEVELOPMENTS LEVERAGE

- The key to YVHA's success is our ability to leverage local funds to access state and local funding sources.
 - The Reserves
 - \$400,000 Community Investment
 - \$13,200,000 State/Federal Funding
 - 33:1 leverage ratio
 - Alpenglow Village
 - \$525,000 Community Investment
 - \$14,100,000 State/Federal Funding
 - 27:1 leverage ratio

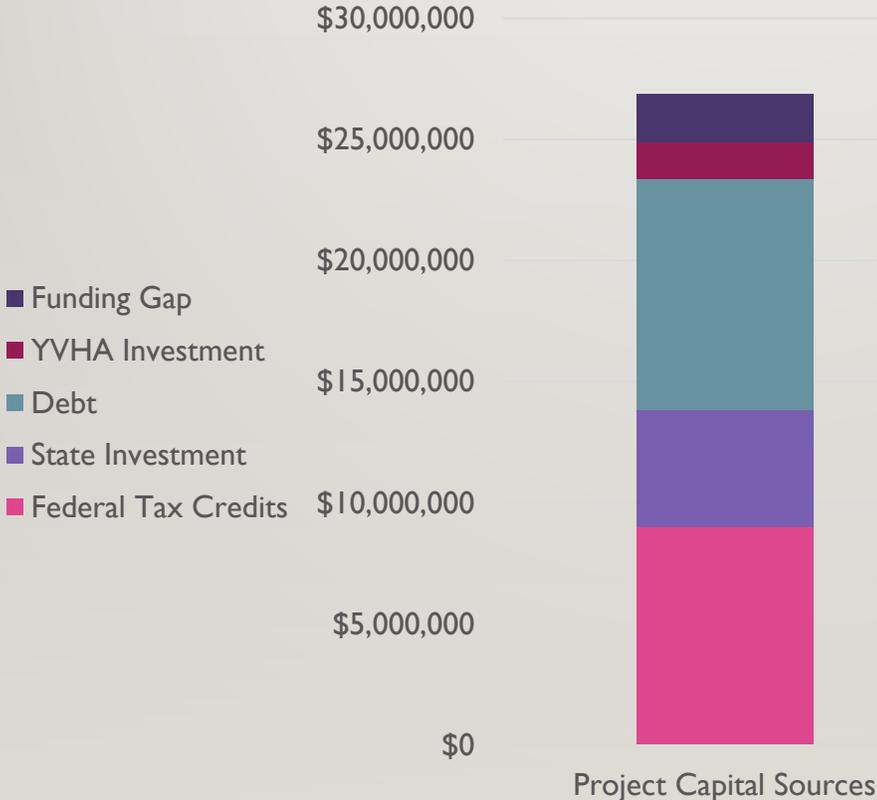
LOW INCOME HOUSING TAX CREDITS

- 9% Low Income Housing Tax Credit
 - 90% of above ground cost covered by Tax Credits
 - Allocations are highly competitive
 - Funding source for The Reserves and Alpenglow Village
 - Likelihood of a new allocation in the next three years is low
- 4% Low Income Housing Tax Credit
 - 40% of above ground cost covered by Tax Credits
 - Non-Competitive
 - Likelihood of a new allocation in the next year is high
- State Affordable Housing Tax Credit
 - 30% of above ground cost covered by Tax Credits
 - Works in concert with 4% LIHTC
 - Allocations are competitive
 - Likelihood of a new allocation in the next year is high

FUTURE 4% LIHTC/STATE CREDIT PROJECT

- Public-Private Partnership between YVHA and Overland Property Group
- 80 Unit Project targeting households making 30% - 80% AMI
- August 2020 funding application for 4% Low Income Housing Tax Credits and State Affordable Housing Tax Credits
- Construction start in 2021, unit delivery in 2022
- \$1,500,000 commitment from YVHA
- \$2,000,000 in additional funding gap needed
- 6.4:1 Leverage Ratio

FUTURE 4% LIHTC/STATE CREDIT PROJECT



FUTURE 4% LIHTC/STATE CREDIT PROJECT FOUR HUNDRED ANGLERS



COMMUNITY HOUSING FUND REQUEST

- YVHA respectfully requests that the City Council designate \$500,000 in Community Housing Fund resources for the future 4% LIHTC/State Credit project
- Funds will be used for one of two purposes
 - Offset water and sewer tap fees
 - Offset cost of meeting City's multi-family design standards



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: June 4th , 2020	ITEM TIME:

FROM:	Robin Schepper, JIC
TODAY'S DATE:	June 1, 2020
AGENDA TITLE:	COVID-19 Public Survey to Routt County Results
CHECK ONE THAT APPLIES TO YOUR ITEM:	
<input checked="" type="checkbox"/> X ACTION ITEM	
<input type="checkbox"/> DIRECTION	
<input type="checkbox"/> INFORMATION x	
I. DESCRIBE THE REQUEST OR ISSUE:	
Share results of COVID-19 Public Survey Results with Commissioners	
II. RECOMMENDED ACTION (<i>motion</i>):	
Would like comments/reaction from BCC	
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):	
PROPOSED REVENUE (<i>if applicable</i>):	
CURRENT BUDGETED AMOUNT: \$0.00	
PROPOSED EXPENDITURE:	
FUNDING SOURCE:	
SUPPLEMENTAL BUDGET NEEDED: YES NO NO	
.	
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):	
Once the BCC has reviewed, JIC will send a press release with comments from the BCC and results.	



ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

V. BACKGROUND INFORMATION:

The JIC deployed a survey to Routt County to gauge the impact of COVID-19 on residents. 810 people responded from May 21-31.

VI. LEGAL ISSUES:

N/A

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

N/A

VIII. SUMMARY AND OTHER OPTIONS:

N/A

IX. LIST OF ATTACHMENTS: Supplemental Budget Request



Public Survey Results



Routt County County Joint Information Center
June 4, 2020



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Overview & Intent

Survey Results

Methodology

Public Comments

Dashboard

Observations

Demographics

Next Steps



Overview & Intent

As the Routt County Commissioners collaborated with the Steamboat Springs Chamber to work with different sectors as they navigate the next steps during the COVID-19 pandemic, the Commissioners wanted to gauge public opinion and data on how the pandemic has affected them. The intent of the survey was to garner information that would be helpful for the Commissioners as they make public health and other county decisions.





Methodology

1

May: Survey was developed with Board of Commissioners

3

May: 814 responses received

2

May: Survey promoted through Routt County's COVID-19 website, press release and community newsletter from May 20-31 resulting in random sampling.

4

June: Presentation to Board of Commissioners, Survey Dashboard on Website, Press Release, information in the community newsletter

Dashboard of Public Survey

1

Accessibility: Results publicly available at covid19routtcounty.com/covid-19-public-survey-dashboard

2

Interactivity: Data can be cross referenced and filtered.

3

Expandable: Data set can be expanded upon and cross referenced by date for subsequent studies.

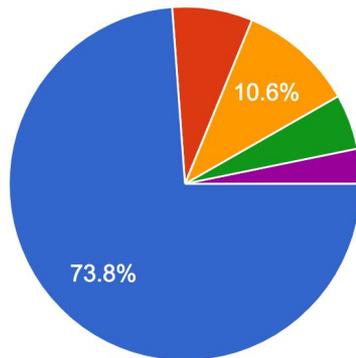




Demographics

1. Where do you live in Routt County?

814 responses



Key Observation

814 responses is a good rate, representation from throughout Routt County

- Steamboat Springs
- West Routt
- South Routt Area
- North Routt Area
- Other



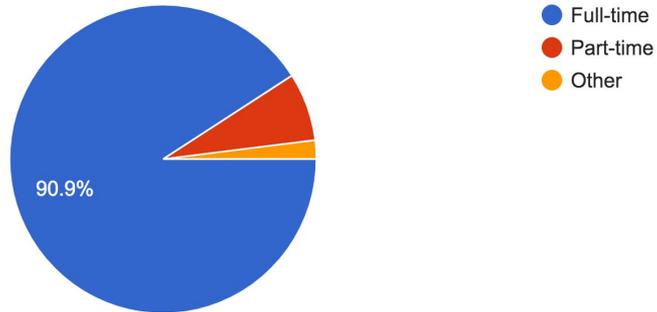
Demographics

Key Observation

Majority of responses from full-time residents

2. Are you a full-time or part-time resident of Routt County?

813 responses

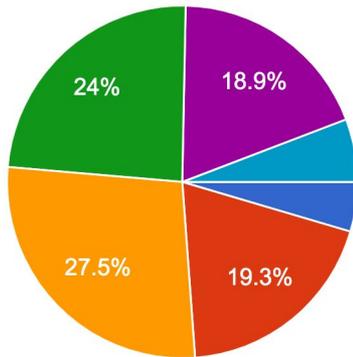




Demographics

3. What age demographic would you describe yourself?

814 responses



- 18-30
- 31-40
- 41-50
- 51-60
- 61-70
- 71-100

Key Observation

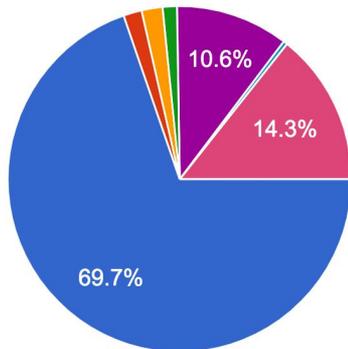
Strong representation from ages 31-70, largest group 41-50



Where Income Earned

4. Where do you work or gain income?

812 responses



Key Observation

Largest income bracket from Steamboat Springs (69.7%), but 24.9% is location neutral and other combined.

- Steamboat Springs
- West Routt
- South Routt Area
- North Routt Area
- Location neutral (employer/clients outside of Steamboat Springs)
- Craig/Moffat County
- Other



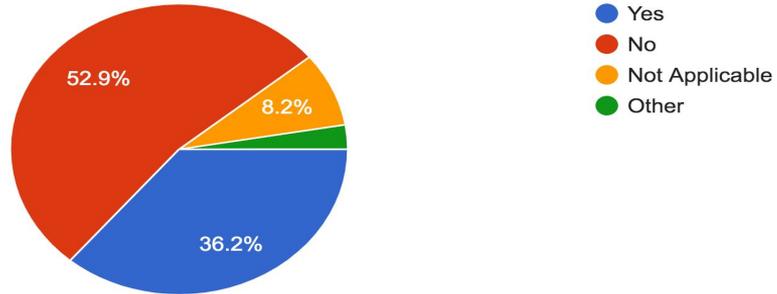
Employment Loss

Key Observation

36.2% of respondents lost employment, a very large percentage

5. Have you lost employment or business during the COVID-19 crisis?

813 responses





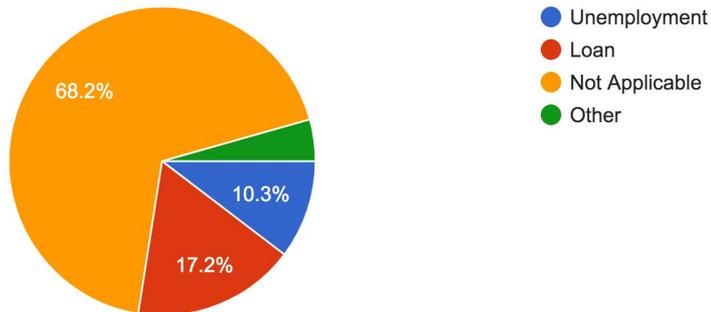
Unemployment benefits/loan

Key Observation

27.5% received a loan or unemployment and 68.2% it was not applicable. There are probably differentiation between employee, employer, self-employed, retired.

8. Have you received unemployment benefits or a loan for your business?

804 responses





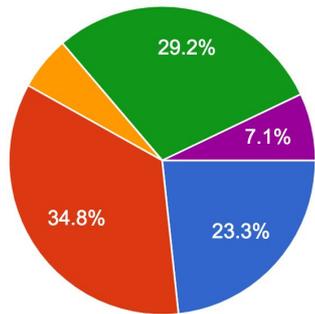
Work Routines

Key Observation

Less than 25% worked at the same workplace, which could lead to anxiety and fear.

6. If you have continued working, how has your work routine changed?

794 responses



- Continued at same workplace
- Worked remotely
- Alternated work days to allow for social distancing
- Not Applicable
- Other



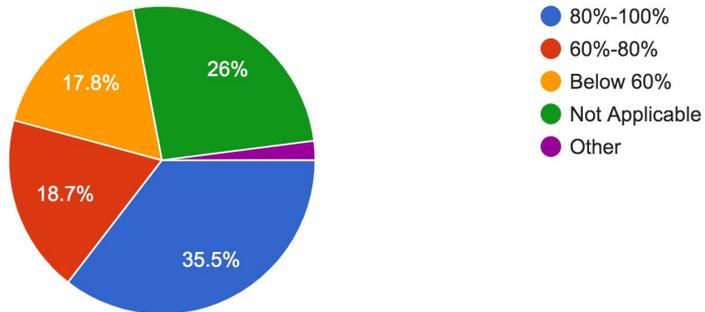
Productivity

Key Observation

Only 35.5% felt 80-100% productive, and almost 20% worked below 60% productivity. Normal behavior hard to achieve during this crisis.

7. How was your productivity?

792 responses





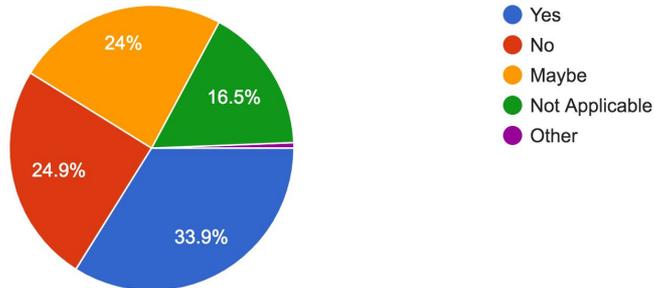
Employment Location

Key Observation

Almost 50% are unclear where their workplace location will be in the future (no - 24.9% and maybe - 24%), leading to more anxiety.

9. Do you think your long term employment location (remote vs. on site) will stay the same after recovery?

811 responses





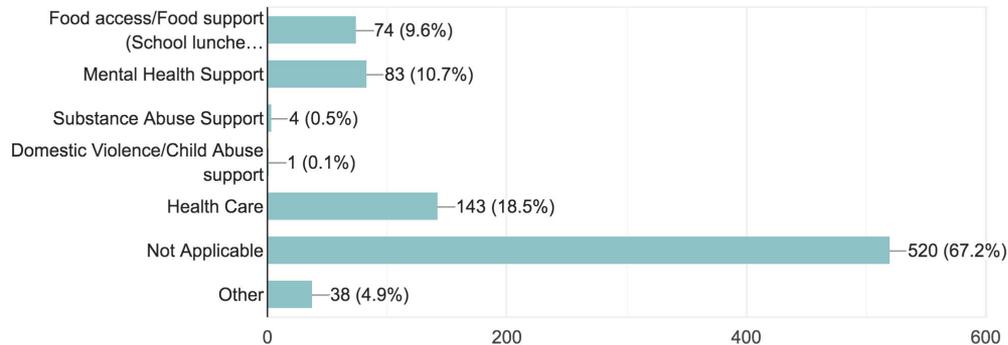
Services Needed

Key Observation

Health Care and Mental Health the top two needs identified.

10. Which services have you needed during the COVID-19?

774 responses





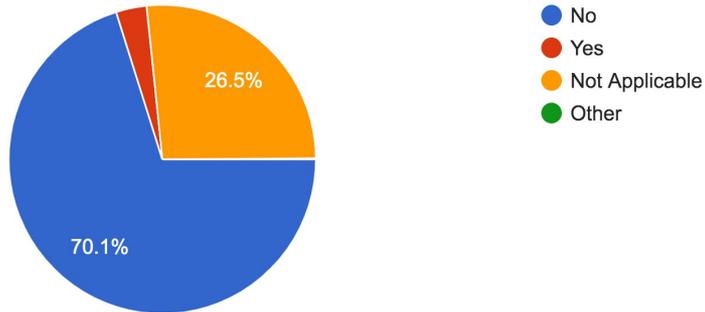
Employer-based Insurance

Key Observation

Only 3.4% lost their employer-based insurance and 26.5% said it was not applicable - does this mean self-insured or no insurance?

11. Have you lost your employer-based health care during the COVID-19 crisis?

807 responses





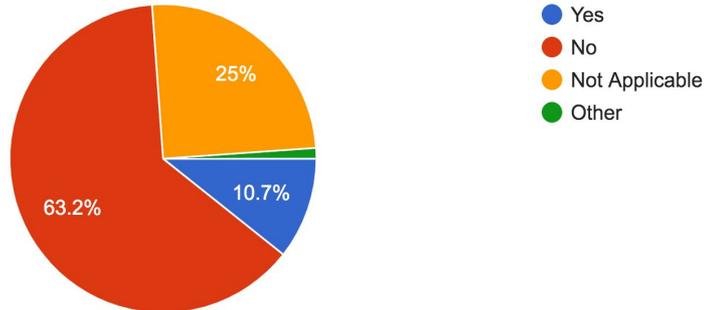
Paying Insurance Premiums

Key Observation

10.7% say they cannot pay their insurance premium

12. Are you now unable to continue paying your premium on your individual health insurance?

807 responses





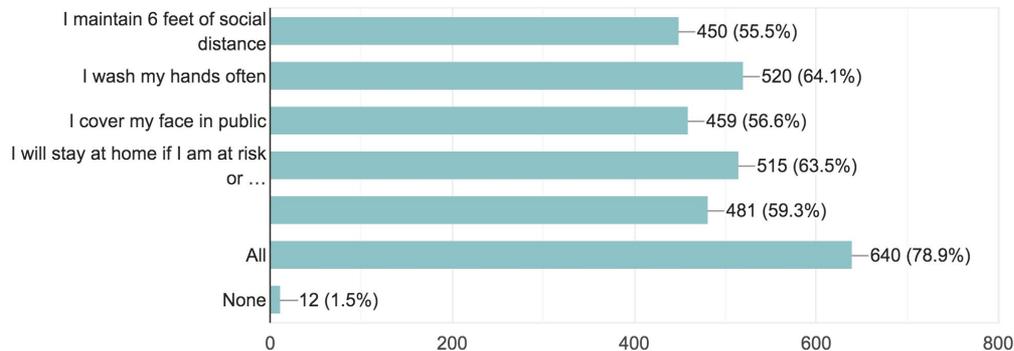
Five Commitments to Containment

Key Observation:

78.9% of respondents practice all Five Commitments of Containment.

13. Which preventative measures do you practice, otherwise known as the Five Commitments to Containment?

811 responses





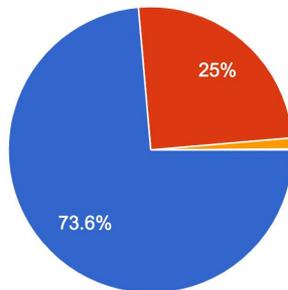
Comfort with Site Mitigation Protocols

Key Observation

25% do not feel safe going into businesses with site protocol and 73.6% feel comfortable

14. Do/Will you feel comfortable going into local businesses (retail, restaurants, etc) with their site mitigation protocols in place?

811 responses



- Yes
- No
- Not Applicable
- Allow all businesses to open with prevention measures in place?



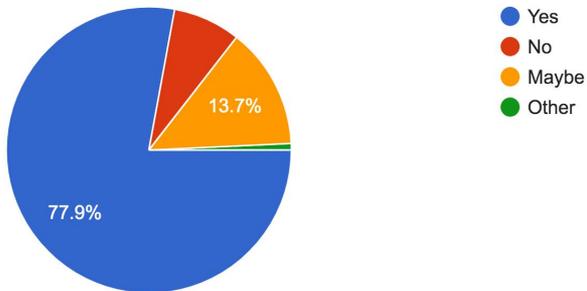
Understand Mitigation Protocols

Key Observation

77.9% understand the mitigation protocols for business

15. Do you understand the precautions or business mitigation plans for businesses and what the expectations are?

810 responses





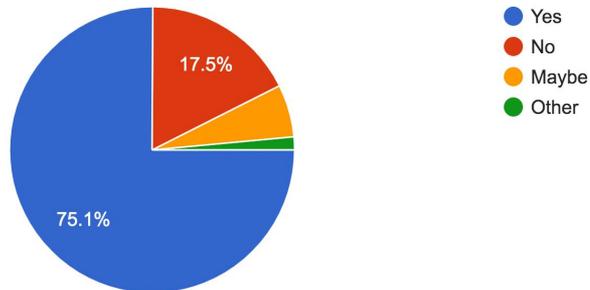
Wearing Masks

Key Observation

75.1% of respondents are comfortable wearing masks when going into a business.

16. Are you comfortable wearing masks when entering a business when social distancing is problematic?

811 responses



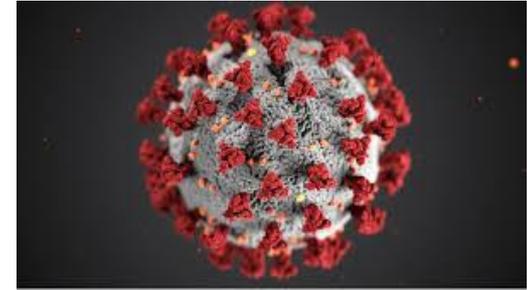


Public Comments Observations

- Face Masks are a flashpoint issue, many support and survey says 75% wear face masks, while some individuals do not want to wear them and are very vocal
- Mixed comments on tourism - many people worry that increased tourism will lead to another COVID-19 spike and schools and ski season will not be able to open in the fall/winter
- There is also misinformation about science of COVID-19, prevention measures, and state and local public health orders
- Many stressed the need for prevention measures and personal responsibility to continue in order to open up the economy
- Concern about businesses and individuals not following the rules of site mitigation protocols and physical distancing
- Some have thanked the County for its efforts, others angry about the rules



Additional Observations/Questions



Some of observations and data created more questions:

- If 27.5% received a loan or unemployment, but 68.2% it was not applicable. Why was it not applicable because the respondents are retired or do residents need help in another way?
- Almost 50% are unclear where their workplace location will be in the future. Do policy-makers need to build more infrastructure to allow more people to work remotely from home? Better wifi? Affordable childcare? Would that help productivity?
- Over 78.9% are practicing the Five Commitments to Containment, how do we keep that high percentage as this pandemic continues? If this percentage is so high, who are the people who do not want to wear face masks?
- If health care and mental health were the top services needed, is it accessible to everyone? What other services are needed that were missed in the survey?



Next Steps

As Routt County continues to manage the COVID-19 pandemic, what are some of the next steps the County could consider by itself or in partnership with other municipalities or organizations.

Policy recommendations

Research potential policy that could address some of the challenges residents face.

Human Services and Health Care

Research ways that more Routt County residents can access county, state and federal programs. Consider ways to identify barriers to health insurance.

Promote Prevention

Continue to promote the Five Commitments to Containment. Explain how COVID-19's threat will continue and everyone needs to be vigilant and continue prevention.

Infrastructure

Consider ways to increase infrastructure to help more people work remotely and increased productivity.



Thank you.

