AGENDA

CITY COUNCIL REGULAR MEETING

September 15, 2026

5:00 PM, City Council Chambers
427 Rio Grande Place, Aspen

ZOOM

Join from PC, Mac, iPad, or Android:

https://us06web.zoom.us/j/87090804097?pwd=8rxrfkYC0a1q5zsyAdYENtlhxXpIIU.1

Passcode:81611

Join via audio:

+1 719 359 4580 US

Webinar ID: 870 9080 4097

Passcode: 81611

International numbers available: https://us06web.zoom.us/u/kbcZPLuzgq

I. Call to Order

II. Roll Call

III. Scheduled Public Appearances

IV. Citizens Comments & Petitions
(Time for any citizen to address Council on issues NOT scheduled for a public hearing. Please limit your comments to 3 minutes)

V. Special Orders of the Day
a) Councilmembers' and Mayor's Comments b) Agenda Amendments c) City Manager's Comments d) Board Reports

VI. Consent Calendar
(These matters may be adopted together by a single motion)

VIA. Resolution #106, Series of 2026 - Ruedi Governor and Controls - Electrical Drawings
Staff_Report_-_Ruedi_Controls_-_Final (1).docx
Reso__106_of_2026_for_Ruedi_Controls.doc
Ex. A Professional Services Agreement.pdf

VIB. Resolution #107, Series of 2026 - A provision of a one-time grant to the Aspen Area Community Trust
AACT_Grant_Staff Report.docx
Resolution_107_AACT_Grant.docx

VIC. Resolution #109, Series of 2026 - Aspen Parks Bobcat Toolcat Replacement
Reso 109 Series 2026 Aspen Parks Bobcat Toolcat Replacement Memo.docx
Resolution__109.doc
Ex. A Contract Bobcat Toolcat Replacement.pdf

VID. Resolution #110, Series of 2026 - Armory Hall Shaw Change Order #4 Builders Risk Insurance
2026.09.15 Council Memo Armory Hall Shaw CO #4 Builders Risk Coverage.docx
Resolution__110_Shaw_Construction_Change_Order__4.docx
Exhibit A - Shaw CO #4.pdf

VIE. Resolution #111 and #112, Series of 2026 - Main Street Inlet and Pedestrian Improvements Project, Supplemental Funding and Expanded Culvert-Lining Scope

2026.08.31_Main_St_Inlet_and_Pedestrian_Project_Change_Order_staff_report.doc
Resolution__111 (1).doc
Resolution__112 (1).doc
Ex. A 2026-09-08-CO2-City of Aspen-SG-Main St Storm Inlets-G701-2017_signed.pdf

VIF. Draft Minutes of August 25th, 2026
cc.min.082526.docx

VII. Notice of Call-Up

VIII. First Reading of Ordinances

IX. Public Hearings

X. Action Items

XI. Executive Session

Pursuant to C.R.S. 24-6-402 (4)(a) The purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interests except that no executive session shall be held for the purpose of concealing the fact that a member of the local public body has a personal interest in such purchase, acquisition, lease, transfer or sale; (4)(b)Conferences with an attorney for the local public body for purposes of receiving legal advice on specific legal questions; and (4)(e), Determining positions relative to matters that may be subject to negotiations; developing strategy for

negotiations, and instructing negotiators.

The specific item of discussion involves the following:

1. *The Centennial Owner's Association v. The City of Aspen*, et al., Case No. 2015CV030158

XII. Adjournment

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Andy Rossello, Senior Project Manager
Josh Mattson, Utilities Resource and Portfolio Manager

THROUGH: Erin Loughlin Molliconi, Director of Utilities

MEETING DATE: September 15th, 2026

SUBJECT: Resolution #106, Series of 2026 – Ruedi Governor and Controls – Electrical Drawings

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INTENDED OUTCOME: Staff requests approval of Resolution # 106, series of 2026, a professional services agreement with McMillen, Inc. to supply a full set of as-built electrical drawings of existing infrastructure that will facilitate full design and replacement of the governor and controls systems for the Ruedi Hydroelectric Facility.

EXECUTIVE SUMMARY: In 1984, the City Council approved the construction and commissioning of a 5-megawatt (MW) facility at Ruedi Reservoir to provide hydropower for the City of Aspen. In 1986, the facility began hydroelectric output to the grid. The facility has performed well for the past 40 years with the original equipment. In 2023, the city began working with consultant engineers Chalmers and Kubeck to assist in routine maintenance and operations of the facility. City staff and the consultant engineers identified several capital improvements to update and modernize existing facility operations, including governor and controls replacement. The governor and controls have been improved and modernized several times since the initial construction. However, as-built documentation of those improvements did not always occur. To begin the design and replacement of the governor and controls it is critical to have all historical upgrades reflected on the electrical as-builts. Drawings are scheduled to be delivered in late 2026 ahead of design for the governor and controls, which will be completed in 2027.

DISCUSSION: During routine maintenance activities in 2023 consultants identified the need to replace the existing 40-year-old governor and controls systems which allow for protection of the hydroelectric plant and grid at large. Tracing out wiring and confirming connectivity for existing devices will allow staff and consultants to determine what devices are currently in working order and what devices are in need of repair and provide a clean set of drawings for new upgrades and design projects.

BASIS FOR VENDOR SELECTION: Staff issued an RFP for electrical analysis and drawing support via Rocky Mountain Bidnet and received six responsive proposals. The proposals were scored by a team of five city employees on the basis of written approach to the project, hydroelectric design experience, modernizing aging hydroelectric facilities, costs, and schedule. The costs are summarized below:

McMillen, Inc.	$168,855.00
Cross Canyon Engineering, LLC	$160,000.00
NAES Corporation	$131,581.00
EnTrust Solutions Group	$124,993.50
Bath Engineering	$122,019.00
KDJ, Inc.	$112,557.50

Staff recommends awarding the contract to McMillen based on the firm's demonstrated experience modernizing aging hydroelectric facilities, extensive governor and controls expertise, detailed field verification methodology, and understanding of hydroelectric operations. While McMillen's proposal was not the lowest cost received, the evaluation team determined that the firm's written approach, hydroelectric-specific qualifications, and experience developing as-built controls documentation provided the greatest overall value and lowest implementation risk to the City.

FINANCIAL IMPACTS: The spending authority for the described scope of work has been approved through the 2026 budget process as part of project 51801 Ruedi-Governor. Specific project expenditures are described below.

Total Project Expenditures

McMillen, Inc.: Professional Services Agreement	$168,855.00
Total Expenditures	**$168,855.00**

Project Funding

Project 51801: Ruedi – Governor	$750,000.00
Total Funding	**$750,000.00**

ENVIRONMENTAL IMPACTS Ruedi Hydroelectric facility is the City's largest owned and operated local renewable hydroelectric power and a key component of the City's 100% renewable energy portfolio. The facility produces an average of 16 million kWh of local renewable power on an annual basis. This accounts for approximately 21% of the city's overall 100% renewable energy portfolio. Updating drawings is the first step towards modernizing the facility, improving operational efficiency, and reducing equipment related downtimes leading to continued renewable power production.

RECOMMENDATIONS: Staff request council approval of the contract with McMillen, Inc. for $168,855.00 for the creation of as-built drawings for the Ruedi Hydroelectric

Facility that will facilitate full design and replacement of the governor and controls systems for the Ruedi Hydroelectric Facility.

ALTERNATIVES: Design of any subsequent improvements without a thorough understanding of the existing components could lead to delays, and operational downtime. Alternatives would be to pursue this work as a component of future design work delaying that subsequent effort and increasing future costs.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Resolution #106 of 2026

Ex. A – Professional Services Agreement with McMillen, Inc.

RESOLUTION #106
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND MCMILLEN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for the Ruedi Governor and Controls – Electrical Drawings, between the City of Aspen and McMillen, Inc., a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for the Ruedi Governor and Controls – Electrical Drawings, between the City of Aspen and McMillen, Inc., a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September, 2026.

_____
Rachael Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, September 15th, 2026.

_____
Nicole Henning, City Clerk

Docusign Envelope ID: FA6B7687-221C-853B-8220-5C494D66C928

CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2026-220

AGREEMENT made the 25th day of August, 2026.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

McMillen
1471 Shoreline Dr., Ste 100
Boise, ID 83702
US
208-342-4214
marcusemmons@mcmillen.com

Contract Amount:

Total: $ **168,855.00**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 09/15/2026

Resolution No.: 2026-106

For the Following Project:

Ruedi Governor and Controls – Electrical Drawings

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work.
Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

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1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.

2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than January 29, 2027. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in or be construed as establishing an employment

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relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

(a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

(b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and

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other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(i) *Worker's Compensation* insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) for each accident, ONE MILLION DOLLARS ($1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS ($1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(iii) *Comprehensive Automobile Liability insurance* with minimum combined single limits for bodily injury and property damage of not less than *ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00)* aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS ($1,000,000) each claim and TWO MILLION DOLLARS ($2,000,000) aggregate.

(c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The

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certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

(f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $350,000.00 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

10. City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race,

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color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in the City Manager's absence) and if above $100,000, following a Motion or Resolution of the Council of the City of Aspen authorizing the City Manager (or other duly authorized official in the City Manager's absence) to execute the same.

16. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.

(b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

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(d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
4. Recover such value from the offending parties.

17. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

18. General Terms.

(a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

19. Electronic Signatures and Electronic Records. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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20. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

21. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

22. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

23. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

24. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

25. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

26. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the

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Services hereunder meets these standards, Professional may be required to demonstrate compliance. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

27. Additional Provisions. In addition to those provisions set forth herein and in the Contract Documents, the parties hereto agree as follows:

[ ] No additional provisions are adopted.

[X] See Exhibit A and B below.

28. Authorized Representative. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

29. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon the City of Aspen unless accepted in writing by an authorized representative of the City. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement and any other document attached thereto which cannot be resolved by giving effect to both provisions, the City of Aspen Standard Form of Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:	PROFESSIONAL:
_____	_____ Signed by: Marcus Emmons 5FA44CBC35A54D7...
[Signature]	[Signature]
By: _____	By: Marcus Emmons
Title: _____	Title: Chief Operating Officer
Date: _____	Date: 8/25/2026 | 11:09:48 AM MDT

Approved as to form:

_____
City Attorney's Office

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SECTION 3. APPROACH TO PROJECT

PROJECT UNDERSTANDING

Ruedi Hydroelectric Plant is a critical component of Aspen's renewable energy portfolio, supporting reliable, locally generated hydropower aligned with Aspen's long-standing commitment to 100% renewable energy. This project represents a strategic investment in optimizing an existing asset and improving operational understanding, reliability, and long-term performance. McMillen's role is to support Aspen's energy goals by delivering accurate as-built documentation that is technically sound and positioned to support future upgrades, troubleshooting, and procurement.

The Ruedi project is shaped by the technical and scheduling realities of documenting a facility that has been modified repeatedly over 40 years of operation without consistent record-keeping. Success will depend on realistic sequencing, efficient field work during the plant's limited offline window, and disciplined communication. McMillen's project understanding will inform decisions that prioritize documentation accuracy, efficient delivery, and a reliable baseline for the future design phase.

FIELD-DRIVEN DELIVERY

Ruedi Hydroelectric

- **Schedule realism:** The plant's limited offline window and historically harsh winter weather are recognized as the primary schedule drivers requiring efficient field work and disciplined sequencing.
- **Real-time drafting:** Producing draft drawings on site, teamed with field members tracing wiring concurrently, allows conditions to be verified immediately leading to fewer errors and lower costs.
- **Accurate labeling for the next phase:** This documentation will serve as the baseline for future governor, instrumentation, and controls design, so wiring will be verified, labeled, and clearly organized to support a reliable follow-on effort.
- **Disciplined coordination:** Structured communication with Aspen operations staff throughout the site visit captures known issues, recent changes, and available as-builts ensuring the drawing set reflects true conditions.

Understanding of project intent and future design phase. This project produces as-built electrical drawings of the plant's instrumentation and controls; design and replacement of the governor, instrumentation, and controls systems will be pursued under a subsequent RFP. Because this documentation is the foundation for that future work, McMillen will produce drawings that are accurate, clearly labeled, and structured to support the design effort that follows. Maintaining consistency between the field-verified conditions and the final drawing set is critical to reducing uncertainty and rework in the next phase.

Understanding of project risks, constraints, and sensitivities. The Ruedi project presents a distinct set of technical and schedule-related constraints that require early recognition and proactive coordination. Work must be performed while the plant is offline during a narrow August–October 2026 window, leaving little margin for delay. Incomplete or inconsistent existing documentation adds field-verification risk. Our approach reflects an understanding that these constraints are best addressed through efficient on-site work, disciplined coordination with Aspen operations staff, and drawing-production decisions that reduce downstream uncertainty and rework.

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APPROACH TO SCOPE OF WORK

Upgrading control systems of a hydroelectric turbine generator is a complex undertaking and requires detailed preparation and planning. As Aspen prepares for upgrading the Ruedi hydroelectric turbine generator controls, it will be critical to accurately document existing systems. McMillen's approach focuses on documenting Ruedi's current electrical and control systems to support ongoing operations and prepare for upcoming upgrades. The deliverables for this project will include a complete set of as-built drawings and a Description of System Operations (DOSO) document.

McMillen will provide engineering services to document the existing electrical wiring for the full hydroelectric generation system at Ruedi and to produce an accurate, verified drawing set. In an effort to optimize resources, the as-built package will be a combination of new electronic AutoCAD drawings and modified PDF drawings. The as-built package will be sufficient to create accurate demolition and construction drawings and support operations and troubleshooting. New electronic AutoCAD drawings will include drawings that will be used for the upcoming upgrade and retained for future use. Drawings that are expected to become obsolete will be verified for accuracy. PDF modifying software will be used to deliver clear and readable as-built versions of the drawing.

The DOSO will document overall control system functionality. Descriptions of the governor, exciter, protection system, and auxiliary systems will be included. Operation modes and control sequences will be documented to provide a baseline understanding of the required coordination between subsystems. The DOSO is intended to be a living document that can be modified during future upgrades.

McMillen's approach is structured to deliver complete, coordinated, and constructible documentation that is informed by, and integrates seamlessly with, the following:

- Existing control systems, including the exciter, governor, unit, and PLC control panels
- Existing wiring naming conventions and available as-built records
- Facility documentation restrictions, including photography, network, and SCADA limitations

Accordingly, our scope emphasizes early and constant coordination between Aspen and McMillen, and an efficient progression from field investigation through draft documentation and final drawing delivery.

McMillen has also included optional scope to support Aspen's goal of commissioning a new control system in spring 2028, including development of Station Operating Procedures (SOPs) and a Hydro Controls Modernization Alternatives Analysis.

The SOPs will document the start-up, shutdown, and emergency procedures and can be immediately utilized by operations to enhance current operations and gain additional understanding of critical operations. Developing the SOPs prior to the upcoming improvements will also allow operators to critically evaluate current operations and provide input on desired future operations.

McMillen will work closely with Aspen staff to develop a comprehensive hydro controls modernization plan for the Ruedi Hydroelectric Generation Plant. The as-built process and DOSO development will

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provide in-depth analysis of the current system and provide a baseline for McMillen to investigate potential modernization alternatives. McMillen will investigate alternatives to replace or retrofit the governor, exciter, protection system, instrumentation, and control systems. The analysis will also evaluate operational interface alternatives, including local and remote control options. After an initial analysis, McMillen will conduct a workshop with Aspen stakeholders to present alternatives and ensure they align with Aspen's goals and objectives. Based on feedback, McMillen will develop a report analyzing the alternatives, assess them with Aspen stakeholders, and update the report to reflect the preferred modernization approach. Upon Aspen review and approval, McMillen will develop a Modernization Roadmap to identify the sequencing of modernization projects, including scope, timeline, and estimated cost.

Site-Specific Scope: Ruedi Hydroelectric Plant

Pre-site Preparation and Client Alignment. Before mobilizing on-site, McMillen will meet with Aspen to establish a shared understanding of expectations and deliverables. This includes identifying any existing digitized drawings that may already be available and reviewing examples of McMillen's expected drawing outputs with Aspen. McMillen will develop a DOSO table of contents to ensure all critical control system components are included. To support this alignment, McMillen will develop template drawings prior to the start of field work, allowing Aspen to verify the desired format and content in advance. Establishing this agreement early reduces confusion, minimizes rework, and ensures the final product matches the client's needs.

On-site Investigation. The site visit will focus on documenting the existing wiring for the full hydroelectric generation system, including the exciter control panel, governor control panel, unit control panel, and PLC control panel. McMillen will coordinate directly with operations staff to capture known issues, any recent changes, and any as-built records from original construction that can be used to verify field conditions. This coordination will also confirm existing wiring naming conventions and identify any documentation restrictions.

Field Documentation. All systems will be documented photographically, with images organized by system and particular attention given to existing wire-labeling conventions. Where practical, McMillen will begin creating draft drawings on site in real time, with two team members tracing wiring while another produces drawings in CAD and another concurrently updates PDFs. This approach saves time, reduces errors by allowing immediate verification against field conditions, and reserves the final day(s) on site for spot-checking completed work. If time allows or if requested by Aspen, McMillen can also develop a network block diagram by tracing network components, including ethernet switches, PLC infrastructure, fiber cabling, and data loggers.

Draft Documentation. Following the site visit, McMillen will assemble a preliminary drawing set, some of which may have been developed in the field. This set will undergo internal review before being combined and turned over to Aspen for client review. McMillen will incorporate the review period into schedule planning to maintain project momentum.

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Final Documentation and Project Closeout. Upon receiving Aspen's comments on the draft drawings and DOSO, McMillen will implement the requested revisions and produce the final drawing set and DOSO. The final deliverables will undergo an internal quality review before being submitted to Aspen. McMillen will conclude the project with a closeout meeting to confirm that expectations were met, address any remaining questions, and verify Aspen's acceptance of the final deliverables.

Optional: Station Operating Procedures. During the field documentation visit, McMillen will work with Aspen stakeholders to identify the SOPs to be developed and conduct preliminary walkthroughs of existing operating procedures. At a minimum, the SOPs will address unit startup, shutdown, and emergency response. McMillen will use observations from the field visit and input from Aspen's operators to develop procedures that reflect actual facility operations.

Optional: Hydro Controls Modernization Plan. The as-built documentation process will provide McMillen with firsthand knowledge of Aspen's existing controls, instrumentation, and associated systems, creating an efficient starting point for modernization planning. McMillen will develop an alternatives analysis identifying practical retrofit and upgrade options and review those alternatives with Aspen during a workshop to establish preferred solutions. Based on Aspen's direction, we will develop a modernization plan defining recommended improvements, priorities, budget, and implementation schedule.

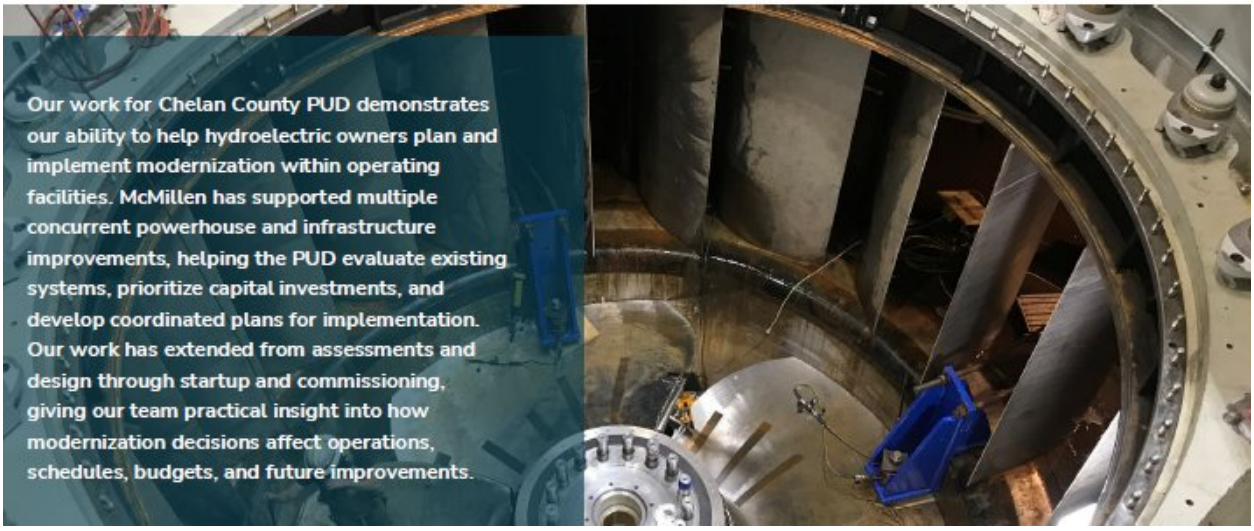
FIELD-VERIFIED ACCURACY

Every drawing reflects what is actually installed. Forty years of upgrades at Ruedi mean the historical drawings no longer tell the whole story. McMillen will verify wiring directly against the equipment rather than carry potentially outdated information forward into the new drawing set.

Our team will trace wiring by hand across the excitation, governor, unit, and PLC control systems, confirming existing labels, field-verifying unlabeled wiring, and documenting connections from end to end.

Drawings will be produced in CAD, both in the office and on site as tracing progresses. This allows each line to be checked against the installation while the plant is offline and accessible, with the final days on site reserved for spot-checking the completed drawings against the equipment.

The result is a drawing set Aspen can rely on as a true baseline—accurate enough to support future governor, instrumentation, and controls design without having to reverify field conditions.



Our work for Chelan County PUD demonstrates our ability to help hydroelectric owners plan and implement modernization within operating facilities. McMillen has supported multiple concurrent powerhouse and infrastructure improvements, helping the PUD evaluate existing systems, prioritize capital investments, and develop coordinated plans for implementation. Our work has extended from assessments and design through startup and commissioning, giving our team practical insight into how modernization decisions affect operations, schedules, budgets, and future improvements.

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PREPARATION OF AS-BUILT DRAWING PACKAGE

Our project delivery is organized into the following tasks, each with defined deliverables and assumptions, and structured to support field accuracy, drawing quality, and predictable progression from kickoff through final delivery.

Task 1: Project Management

Strong project management is the backbone of successful delivery, especially for field-intensive work performed within a limited timeframe. Our approach is built to provide Aspen with clarity, accountability, and confidence from project commencement through final deliverables.

Project Manager Jeremy Winkle will serve as Aspen's primary point of contact and will be responsible for overall project leadership, decision-making, and accountability. Jeremy will manage day-to-day coordination, ensuring momentum is maintained.

Work Plan: Following the kick-off meeting, we will prepare a work plan that serves as the project's operating manual. The plan will define:

- Roles and responsibilities for Aspen and McMillen
- Communication and coordination protocols
- Quality control and review procedures
- Decision-making processes

This work plan ensures that nothing is left to assumption and that Aspen always knows what's coming next.

Schedule and budget management: We will develop and maintain a detailed project schedule that reflects design milestones, the plant's offline window, and drawing review cycles. The schedule will be actively managed and updated throughout the project to reflect progress. Jeremy will oversee budget and scope control to ensure work is completed within the agreed-upon contract limits, while proactively identifying potential scope impacts early, before they become issues.

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DESIGN DELIVERABLES

Task 1: Project Management

- Project Management Plan (PDF)
- Initial Project Schedule (PDF)
- Schedule Updates (PDF)
- Progress Reports and Invoices (PDF)
- Meeting Agenda and Minutes (Word, PDF)

Task 2: Data Collection & Review

- Data Request Memorandum (PDF)
- Drawing List (PDF)
- Template Drawings (PDF)

Task 3: Field Verification

- On-Site Verification (PDF)

Task 4: As-built Documentation

- Preliminary Design Drawings (PDF)
- Draft Drawing Package (PDF)
- Final Drawing Package (PDF)

Task 5: Project Closeout

- Final Drawing Package (PDF, DWG)

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Progress reporting and transparency: We will provide clear, concise progress reports and schedule updates focused on completed and upcoming milestones, and current schedule and budget status. We will also identify any actual or anticipated scope impacts and the mitigation actions taken or needed. Our goal is to ensure Aspen always has a clear understanding of the work performed to date, where the project stands, and what decisions may be needed.

Quality control and documentation: Throughout the project, Jeremy will oversee quality control to ensure all deliverables meet Aspen's standards and McMillen's internal quality assurance and quality control (QA/QC) procedures, with independent review of the drawing set for accuracy and clarity before turnover.

Assumptions

- Coordination meetings will be held with Aspen through Microsoft Teams
- Aspen will provide access to the facility during the offline window and make operations staff available during the site visit.

Task 2: Data Collection and Review

Before mobilizing to the site, McMillen will establish a shared understanding of expectations and assemble the information needed for efficient field work:

- **Project kickoff meeting.** We will hold a kickoff meeting with Aspen to confirm scope, schedule, deliverable format, and site access logistics.
- **Data collection and review.** McMillen will review existing project documentation, including any available drawings, as-builts, and manufacturer manuals for the governor, excitation, controls, and instrumentation systems.
- **Requests for information.** Based on the review, we will develop and provide a data request to Aspen to address any missing project-critical information.
- **Drawing list creation.** We will develop a proposed drawing list defining the intended set of as-built drawings, giving Aspen an early view of expected outputs.
- **Template cable and instrumentation lists.** We will develop preliminary templates for cataloging cable and instrumentation information for Aspen's review.
- **Template drawings.** We will produce template drawings prior to field work, allowing Aspen to verify the desired format and content in advance to reduce confusion and rework.

Assumptions

- Aspen will provide existing drawings and available manufacturer documentation for review
- Aspen will review the preliminary drawings and list and provide comments

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Task 3: Field Verification

We will plan the field verification site visit so information is captured once, captured accurately, and captured completely, maximizing field productivity and minimizing the need for repeat site visits. This task covers the field investigation and production of the as-built drawing set documenting existing conditions.

- **System Verification.** While the plant is offline, McMillen will verify the existing electrical instrumentation and controls, including the excitation, governor, unit, PLC control systems, and DC battery backup.
- **Equipment Documentation.** Our team will verify existing wire labels, label unlabeled wiring, catalogue existing instrumentation, and assess wiring into and out of the excitation cabinet. All systems will be photographed and organized by system to support efficient documentation and future reference.
- **Signal Tracing and Validation.** McMillen will trace and simulate signals to and from the existing PLCs to verify system functionality and accurately document system interfaces.
- **Concurrent Field Drafting.** Where practical, draft drawings will be produced on site in real time, with field engineers tracing wiring while drafters concurrently develop the drawings in CAD and update PDFs, allowing existing conditions to be verified against the installation before demobilization.

Assumptions

- The generating unit will not be running during the field investigation.
- Aspen employees will be available to provide McMillen employees with required Lockout/Tagout training and modify the plant conditions to ensure safe signal tracing and simulation.
- Aspen will provide working space in the plant for two workstations to complete on-site drafting.
- Signal simulation will be conducted after tracing out signals is complete and will only be conducted on undocumented signals that have been completely traced out. McMillen's team will not include a qualified electrician. Therefore, qualified Aspen employees will assist with field modifications needed to simulate signals.
- Aspen will have access to PLC and protection relay software to support the signal verification.

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Task 4: As-Built Documentation

This task covers the production of the as-built drawing set, documenting existing conditions:

- **Preliminary design drawings.** Drawings developed in the field will be assembled into a preliminary set.
- **Draft drawing package.** The preliminary set will be compiled into a draft drawing package.
- **Draft drawing package internal review.** The draft package will undergo internal review for accuracy and consistency before turnover.
- **Draft drawing package review corrections.** Following Aspen's review, we will incorporate comments and corrections.
- **Final drawing package.** We will produce the final drawing set implementing Aspen's comments, followed by a final internal review.

Assumptions

- As confirmed during the on-site pre-proposal meeting, field work can be performed during September and October 2026.
- The draft drawing package will be ready for Aspen's review December 18, 2026.
- Aspen will be prompt in the review and approval of drawings to meet the project timeline.

Task 5: As-Built Closeout

This task covers final delivery of the drawing set and confirmation that the work meets Aspen's needs:

- Final drawing package delivery: McMillen will deliver the final electronic drawing files depicting the as-built condition of the plant's electrical instrumentation and controls system.
- Project closeout meeting: We will conclude with a closeout meeting to confirm expectations were met, clarify any issues that arose during the work, and verify Aspen is satisfied with the final product. This meeting also provides an opportunity to discuss future work and continued collaboration.

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EXHIBIT B: FEE SCHEDULE

SECTION 5: FEE PROPOSAL AND SCHEDULE

McMillen has developed our fee proposal and schedule around the work plan presented in the Section 3 – Approach to Project, with labor and costs aligned to the specific tasks required to field verify Ruedi's existing systems and develop the final drawing set and DOSO. Our proposed schedule accounts for the coordination and field access necessary to efficiently complete the work while maintaining appropriate time for engineering review, quality control, and Aspen's review of key deliverables. The following fee proposal and schedule provide a clear breakdown of the level of effort and anticipated timing for each phase of the project.

ESTIMATED COSTS

Efficient field investigations reduce overall project cost—not simply travel cost. Our familiarity with the Ruedi Hydroelectric Facility, combined with our experience documenting aging hydroelectric infrastructure, allows us to maximize productivity during each site visit, minimize repeat mobilizations, and deliver accurate documentation that supports future modernization efforts.

Below are tables that summarize the estimated not-to-exceed costs for core Scope of Work as defined in Aspen's RFP Section 3.0 (Tasks 1 through 5), and estimated not-to-exceed costs for optional Tasks 6 and 7.

Table 5-1. Estimated Not-to-Exceed Costs Tasks 1 – 5

Task	Description	Cost
1.0	Project Management	$14,710
2.0	Data Collection & Review	$19,680
3.0	Field Verification	$48,515
4.0	As-built Documentation	$74,840
5.0	As-built Closeout	$11,110
	Project Total	**$168,855**

A complete breakout of the budget by task including field labor, drafting support, engineering review, and administration is included on the following page. The detailed budget also includes hourly rates for each of the proposed and/or anticipated roles on the project.

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McMillen

Detailed Budget Breakdown

Ruedi Governor and Controls - Electrical Drawings
City of Aspen

Staff	PM - Senior I (Winkle)	Senior Electrical Engineer - Senior II (Coulson)	Electrical Engineer - Junior (Barnes)	Electrical Engineer - Senior (Griffin)	CAD Drafter Junior (Shepard)	CAD Designer - Senior (Dybor)	Project Coordinator - Junior (Villegas)	Accounting	Hours	Total Labor	Expenses				Total Expenses	TOTAL
Rates	$ 280	$ 225	$ 165	$ 279	$ 129	$ 165	$ 115	$ 115			Airfare	Hotel/Car	Meals	Others		
Task 1. Project Management	25	11	11		8	1	17	8	77	$ 14,710	$ -	$ -	$ -	$ -	$ -	$ 14,710
Project Setup & Closeout	6						6		12	$ 2,370					$ -	$ 2,370
Schedule Maintenance	2								2	$ 560					$ -	$ 560
Kickoff Meeting	2	1	1	1	1	1	1	1	9	$ 1,725					$ -	$ 1,725
Bi-weekly External Meetings (5mo)	5	5	5	5			5		25	$ 5,225					$ -	$ 5,225
Bi-weekly Internal Meetings (5mo)	5	5	5	5	5		5		30	$ 5,825					$ -	$ 5,825
Invoicing	5							5	10	$ 1,975					$ -	$ 1,975
Task 2. Data Collection & Review (4 weeks)	9	20	36	12	32	-	-	-	109	$ 19,880	$ -	$ -	$ -	$ -	$ -	$ 19,880
Requests for Information	2	2	2	1					7	$ 1,590					$ -	$ 1,590
Review Data	4	4	4	4					16	$ 3,720					$ -	$ 3,720
Drawing List Creation (PDF & AutoCAD)		2	2	1					5	$ 1,030					$ -	$ 1,030
Template Instrumentation list	1		4	2					7	$ 1,440					$ -	$ 1,440
Template Drawings		12	24	4	32				72	$ 11,340					$ -	$ 11,340
Transmit	2								2	$ 560					$ -	$ 560
Task 3. Field Verification	-	48	48	48	48	-	-	-	192	$ 36,960	$ 1,700	$ 7,425	$ 1,800	$ 630	$ 11,555	$ 48,515
On Site Verifications - (5) days & (2) 1/2 travel		48	48	48	48				192	$ 36,960	1700	7425	1800	630	$ 11,555	$ 48,515
Task 4. As-built Documentation	28	80	104	40	184	-	-	-	436	$ 74,840	$ -	$ -	$ -	$ -	$ -	$ 74,840
Pre-site visit AutoCAD drawings (~3 weeks)	1	12	24	4	80				121	$ 17,380					$ -	$ 17,380
Pre-site PDF Drawing Updates (~3 weeks)	1	12	24	4					41	$ 7,780					$ -	$ 7,780
Preliminary DOSO	8	8		8					24	$ 6,200					$ -	$ 6,200
Post-site AutoCAD Drawing Updates (~6 weeks)		12	24	4	80				120	$ 17,100					$ -	$ 17,100
Post-site PDF Drawing Updates (~6 weeks)		24	24	4					52	$ 10,200					$ -	$ 10,200
Draft Drawing Package Internal Review	16								16	$ 4,480					$ -	$ 4,480
Draft Drawing Package Review Corrections		4	8		24				36	$ 5,020					$ -	$ 5,020
Draft DOSO	2	8		16					26	$ 6,680					$ -	$ 6,680
Task 5. As-built Closeout	8	8	16	8	24	-	-	-	62	$ 11,110	$ -	$ -	$ -	$ -	$ -	$ 11,110
Client Comments Drawing Package		2	16	4	24				46	$ 6,890					$ -	$ 6,890
Client Comments DOSO	2	4		4					10	$ 2,540					$ -	$ 2,540
ITR	4								4	$ 1,120					$ -	$ 1,120
Transit	2								2	$ 560					$ -	$ 560
Total Budget Tasks 1 - 5										$ 157,800.00						$ 168,956.00
Optional: Task 6. BOPs	16	60	-	80	-	-	-	-	156	$ 28,080	$ -	$ -	$ -	$ -	$ -	$ 28,080
Pre-site BOP Development	2	20		10					32	$ 7,760					$ -	$ 7,760
Post-site BOP Development	8	40		20					68	$ 15,640					$ -	$ 15,640
ITR	4								4	$ 1,120					$ -	$ 1,120
Transmit	2								2	$ 560					$ -	$ 560
Optional: Task 7. Hydro Controls Modernization Plan	49	28	-		-	-	-	-	77	$ 20,020	$ -	$ -	$ -	$ -	$ -	$ 20,020
Draft Alternatives Analysis	8	16		16					40	$ 10,160					$ -	$ 10,160
ITR	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Workshop Preparation & Presentation	8	4		4					16	$ 4,220					$ -	$ 4,220
Draft Modernization Plan	24	8		16					48	$ 12,840					$ -	$ 12,840
ITR	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Final Modernization Plan	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Total Optional Tasks 6 & 7										$ 48,100	$ -	$ -	$ -	$ -		$ 48,100
Total Hours Tasks 1 - 7	136	259	218	138	294	1	17	8	1,069		-	-	-	-		
Total BudgetTasks 1 - 7	$7,800	$6,925	$3,325	$7,280	$6,280	$165	$1,955	$920		$ 208,400.00					$ -	$ 214,956.00

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PROPOSED PROJECT SCHEDULE

Overall timing and duration

McMillen has developed a project-specific schedule for the Ruedi project to maximize efficiency and coordination for Aspen. The schedule is based on a Notice to Proceed at the end of August 2026, timely access to available background data, reasonable RFI response times, and review periods between McMillen and Aspen.

The schedule is intentionally built to allow early project management, system documentation, and Aspen engagement with Aspen's operations team to proceed concurrently. The site visit is proposed to occur in early October to provide McMillen with sufficient time to review the existing documentation and prepare draft drawings to be modified on-site. The final deliverable date provides adequate time for McMillen internal technical reviews (ITRs) to ensure accuracy and quality.

We would welcome the opportunity to collaborate with Aspen to evaluate opportunities to expedite specific tasks or review periods. Any proposed schedule acceleration will be evaluated collaboratively to balance efficiency with additional costs and overall project risk.

A detailed project schedule is provided in Table 5-3 below and continues on the following page.

Table 5-3. Proposed Project Schedule

Milestone	Duration (Business Days)	Start	End
Notice to Proceed		8/26/2026	
Task 1. Project Management	**TBD**		
Project Management		8/26/2026	TBD
Task 2. Data Collection & Review	**32 days**		
RFI	10 days	8/28/2026	9/11/2026
Drawing List	3 days	9/14/2026	9/16/2026
Drawing & Lists Templates	14 days	8/31/2026	9/18/2026
Transmit Preliminary Package	0 days	9/18/2026	9/18/2026
Client Review	5 days	9/21/2026	9/25/2026
Task 3. Field Verification	**10 days**		
Site Visit Planning	5 days	9/28/2026	10/2/2026
Site Visit	5 days	10/5/2026	10/9/2026
Task 4. As-Built Documentation	**67 days**		
Pre-Field Verification Drawing Development	10 days	9/14/2026	9/25/2026
Post-Field Verification Drawing Development	34 days	10/12/2026	11/27/2026

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ITR	5 days	11/30/2026	12/4/2026
Incorporate ITR Comments	10 days	12/7/2026	12/18/2026
Transmit As-Built Package for Review	0 days	12/18/2026	12/18/2026
Client Review	8 days	12/21/2026	1/1/2027
Task 5. As-Built Closeout	**27 days**		
Drawing Updates and ITR	27 days	12/21/2026	1/28/2027
Transmit Final As-Built Package	0 days	1/29/2027	1/29/2027

CITY OF ASPEN

STAFF REPORT

TO: Mayor Richards and City Council

FROM: Ben Anderson, Community Development Director

MEETING DATE: September 15, 2026

SUBJECT: Resolution #107, Series of 2026
Awarding of Council Grant in Support of the AACT.

INTENDED OUTCOME:
The Aspen Area Community Trust (AACT) is a recently formed non-profit organization (501c3) established to respond to the continuing challenges of sustaining a lived-in community and the locally-serving businesses necessary to support such a community. At a Work Session on August 3, 2026, following an update on the newly formed non-profit, a Council majority signaled support for a one-time grant from the Council's budget within the City 's General Fund to the AACT in the amount of $25,000.

Resolution #107, Series of 2026 formally authorizes the City Manager to award this grant in support of AACT operating expenses and the larger mission of the non-profit.

EXECUTIVE SUMMARY:
The AACT is a new tool in Aspen's legacy of efforts to maintain vitality and diversity within our commercial sector. The AACT will function as a community land trust in pursuit of locally serving commercial spaces and related employee housing.

When fully operational, the AACT will look to gain control of commercial properties and related employee housing through acquisition or donation – and using tools like ground leases and deed restrictions will work to make available and steward community serving commercial spaces. Additionally, the AACT will establish programming that provides technical and other areas of support for emerging businesses. In this work, the AACT will seek to build broad community-based support for these spaces, the businesses that inhabit these spaces, and the vibrant and diverse commercial sector that is so desired.

DISCUSSION:
This one-time grant will continue the City of Aspen's support of this independent non-profit. While fully recognizing this independence, the City also believes that this financial support will be very useful as the new non-profit begins to build initial organizational capacity.

CONCLUSION: The awarding of this grant reflects Council's continued support for the AACT. Now an independent non-profit, the AACT will utilize the grant monies to support initial operating expenses.

FINANCIAL IMPACTS: A one-time expenditure of $25,000 from Council's budget within the City's General Fund.

CITY MANAGER COMMENTS:

RESOLUTION #107
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, AUTHORIZING THE CITY MANAGER TO PROVIDE A ONE-TIME FUNDING GRANT TO THE ASPEN AREA COMMUNITY TRUST (AACT), A 501c3 NON-PROFIT ENTITY, ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, The Aspen Area Community Trust is a newly formed 501c3, non-profit organization that was founded in alignment with the City of Aspen's efforts to encourage a vibrant, lived-in community; and,

WHEREAS, at a Work Session on August 3, 2026, where an update on the progress of the AACT was presented and the non-profit's board requested funding support from the City, a majority of Council provided direction for a one-time grant of $25,000 to be made to the AACT from the City of Aspen General Fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby authorizes the City Manager to provide a one-time grant to the Aspen Area Community Trust in the amount of $25,000 with monies available in the City of Aspen General Fund.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September 2026.

_____
Rachael Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, September 15, 2026.

_____
Nicole Henning, City Clerk

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Steve Barr

THROUGH: Matt Kuhn, Parks and Open Space Director

MEETING DATE: September 15, 2026

SUBJECT: Procurement Replacement of Two Bobcat Tool Cats with Implements

INTENDED OUTCOME: The Parks Department is requesting approval of a contract with Bobcat of the Rockies for the procurement of (2) Bobcat Toolcat machines, (2) Plow Blade Implements, (2) Snowblower Implements, (1) Snow Bucket Implement, (1) Pallett Fork Implement.

The approval of this contract will keep the replacement of these machines on schedule with the City of Aspen fleet replacement intervals to ensure highly functioning equipment and minimize repair costs associated with aging equipment.

Our community benefits from these scheduled replacements by having reliable vehicles to ensure that pedestrian corridors are maintained for safe travel in winter months, and having machines that operate efficiently minimizing emissions, and minimizing downtime for repairs.

EXECUTIVE SUMMARY: Staff is requesting City Council approval of a contract with Bobcat of the Rockies for the scheduled replacement of two Bobcat Toolcat construction and snow removal vehicles. This type of vehicle has been part of our City of Aspen Parks and Open Space fleet for over 25 years, and serves an important year round role for parks maintenance, construction, and snow removal tasks. This fleet vehicle replacement was included in the 2026 Parks and Open Space 100 Fund budget.

DISCUSSION: The Parks Department utilizes a variety of equipment for our parks, open space and trails maintenance programs. This contract with Bobcat of the Rockies is a scheduled fleet replacement for each item represented.

The Parks Department Bobcat Toolcats are used to remove snow and ice from trails, sidewalks and pedestrian crosswalks. Their unique features, maneuverability and size

make them the specialized machine for this job. In addition, the Parks Department uses these machines in summer months for construction and medium-load tasks because of their hauling abilities and interchangeable implements. The capabilities, reliability and manufacturer support for replacement parts of these machines is unmatched by other equipment at this time.

BASIS FOR VENDOR SELECTION: The fleet budget accounts for a five-year replacement cycle for this equipment. The vendor Bobcat of the Rockies is the dealer for our area for this model of equipment.

Bobcat of the Rockies is the sole regional provider of this equipment in our area and the procurement of the items listed are part of the Sourcewell government contract pricing. Sourcewell provides pre-negotiated and competitive pricing for government members.

FINANCIAL IMPACTS: The contract with Bobcat of the Rockies, in the amount of $167,328.08, is budgeted within the Parks and Open Space project 52002- fleet replacement.

ENVIRONMENTAL IMPACTS: Equipment specified in this report are powered by diesel fuels. At this time, alternative power source options for this type of vehicle do not exist. Staff continue to research alternative fuel or electric options for this type of vehicle.

RECOMMENDATIONS: Parks Staff recommends approval of the contract with Bobcat of the Rockies for the scheduled replacement of (2) Bobcat Toolcat machines, (2) Plow Blade Implements, (2) Snowblower Implements, (1) Snow Bucket Implement, (1) Pallett Fork Implement.

The approval of this contract will keep the replacement of these machines on schedule with the City of Aspen fleet replacement intervals.

ALTERNATIVES: Council could direct staff to postpone the replacement contract, or seek alternative vehicles or contracts.

CITY MANAGER COMMENTS:

ATTACHMENTS:

Attachment A – “Procurement Contract- 2026 Bobcat Toolcat Replacement”
Attachment B – “Aspen Toolcats quote
Attachment C: Sourcewell Contract

RESOLUTION # 109
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CONTRACT BETWEEN THE CITY OF ASPEN AND BOBCAT OF THE ROCKIES AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a contract for 2 Bobcat Toolcat Machines, 2 Plow Blade Implements, 2 Snow Blower Implements, 1 Snow Bucket Implement, 1 Pallett Fork Implement between the City of Aspen and Bobcat of the Rockies, a true and accurate copy of which is attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves that Contract for 2 Bobcat Toolcat Machines, 2 Plow Blade Implements, 2 Snow Blower Implements, 1 Snow Bucket Implement, 1 Pallett Fork Implement, between the City of Aspen and Bobcat of the Rockies, a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September, 2026.

_____
Rachael Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, September 15, 2026.

_____
Nicole Henning, City Clerk

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CITY OF ASPEN STANDARD FORM OF AGREEMENT

SUPPLY PROCUREMENT

City of Aspen Contract No.: 2026-278

AGREEMENT made 2026-09-01.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

Bobcat of the Rockies
3184 Hall Ave
Grand Junction, CO 81504
US
970-985-6260
mbuchanan@bobcatoftherockies.com

Contract Amount:

Total: $ **167,328.08**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 09/15/2026

Resolution No.: 2026-109

For the Following Project:

2026 Aspen Parks Bobcat Tool Cat Replacement

Exhibits appended and made a part of this Agreement:

Exhibit A: List of supplies, equipment, or materials to be purchased.
Exhibit B: Sourcewell Solicitation Number: RFP #020223

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1. Purchase. Vendor agrees to sell and City agrees to purchase the items on **Exhibit A** appended hereto and by this reference incorporated herein as if fully set forth here for the sum set forth hereinabove.

2. Delivery. (FOB City of Aspen 1080 Power Plant Road Aspen, CO 81611).
[Delivery Address]

3. Contract Documents. This Agreement shall include all Contract Documents as the same are listed in the Invitation to Bid and said Contract Document are hereby made a part of this Agreement as if fully set out at length herein.

4. Warranties. See Exhibit B.

5. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Vendor respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Vendor shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

6. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Vendor or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Vendor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

7. Waivers. No waiver of default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

8. Agreement Made in Colorado. The parties agree that this Agreement was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

9. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

10. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

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11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Vendor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Vendor or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

12. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(A) Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

(B) Vendor agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(C) Vendor represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(D) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a vendor, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Vendor; and
4. Recover such value from the offending parties.

13. Termination for Default or for Convenience of City. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

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14. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City using state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

15. City Council Approval. If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

16. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform under this Agreement. Vendor agrees to meet all of the requirements of City's municipal code, section 13-98, pertaining to nondiscrimination in employment. Vendor further agrees to comply with the letter and the spirit of the Colorado Antidiscrimination Act of 1957, as amended and other applicable state and federal laws respecting discrimination and unfair employment practices.

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

17. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, vendor understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

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18. Authorized Representative. The undersigned representative of Vendor, as an inducement to the City to execute this Agreement, represents that he/she is an

    authorized representative of Vendor for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

19. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

20. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the Services hereunder meets these standards, Professional may be required to demonstrate compliance. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

21. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon the City of Aspen unless accepted in writing by an authorized representative of the City. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement

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and any other document attached thereto which cannot be resolved by giving effect to both provisions, the City of Aspen Standard Form of Agreement shall control.

IN WITNESS WHEREOF, The City and the Vendor, respectively have caused this Agreement to be duly executed the day and year first herein, of which, to all intents and purposes, shall be considered as the original.

FOR THE CITY OF ASPEN:

By: _____

_____
Date

_____
City Attorney's Office

SUPPLIER:

DocuSigned by:
Mark Buchanan
_____
9CDE21ED1B3244C...

By: Mark Buchanan

Territory Manager
Title

9/1/2026 | 1:28:47 PM PDT
Date

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Quotation Number: **MB1990672**
Quote Sent Date: **Aug 26, 2026**
Expiration Date: **Aug 31, 2026**
Prepared By: **Mark Buchanan**
Phone: (970) 985-6260
Email: mbuchanan@bobcatoftherockies.com

Customer
City of Aspen
1080 POWER PLANT RD
ASPEN, CO, 81611-1404
Phone: +1 970 456 5990

Contact
Steve Barr
Phone: +1 970 920 5130
Email: steve.barr@aspen.gov

Dealer
Bobcat of the Rockies, Grand Junction, CO
3184 HALL AVENUE
GRAND JUNCTION, CO, 81504-6036

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	89,148.00	89,148.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive				
Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package	M1225-P01-C01	1	3,407.00	3,407.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	295.00	295.00
Engine Block Heater	M1225-A01-C02	1	168.00	168.00
Heavy Duty Battery	M1225-R07-C02	1	121.00	121.00
High Flow Package	M1225-R03-C02	1	2,275.00	2,275.00
Interior Trim	M1225-A01-C04	1	237.00	237.00

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Power Bob-Tach	M1225-R14-C03	1	1,326.00	1,326.00
Radio Option	M1225-R15-C02	1	622.00	622.00
Rear View Camera	M1225-R20-C01	1	413.00	413.00
Traction Control	M1225-R16-C02	1	730.00	730.00
48 Month/2000 Hour Full Extended Warranty	9986366	1	3,500.00	3,500.00
	Total for Bobcat UW56			102,242.00
Bobcat UW56	M1225	1	89,148.00	89,148.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive			Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty		
Deluxe Road Package	M1225-P01-C01	1	3,407.00	3,407.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	295.00	295.00
Engine Block Heater	M1225-A01-C02	1	168.00	168.00
Heavy Duty Battery	M1225-R07-C02	1	121.00	121.00
High Flow Package	M1225-R03-C02	1	2,275.00	2,275.00
Interior Trim	M1225-A01-C04	1	237.00	237.00
Power Bob-Tach	M1225-R14-C03	1	1,326.00	1,326.00
Radio Option	M1225-R15-C02	1	622.00	622.00
Rear View Camera	M1225-R20-C01	1	413.00	413.00
Traction Control	M1225-R16-C02	1	730.00	730.00
48 Month/2000 Hour Full Extended Warranty	9986366	1	3,500.00	3,500.00
	Total for Bobcat UW56			102,242.00

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Snow Blower 32X74	M7045	1	8,079.00	8,079.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,147.00	1,147.00
	Total for Snow Blower 32X74			9,226.00
Snow Blower 32X74	M7045	1	8,079.00	8,079.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,147.00	1,147.00
	Total for Snow Blower 32X74			9,226.00
84" Snow Blade	6716836	1	4,431.25	4,431.25
	Total for 84" Snow Blade			4,431.25
84" Snow Blade	6716836	1	4,431.25	4,431.25
	Total for 84" Snow Blade			4,431.25
74" Light Material Bucket	7279101	1	2,232.00	2,232.00
Bolt-On Cutting Edge, 74"	6718007	1	423.83	423.83
	Total for 74" Light Material Bucket			2,655.83
2.5K Standard Duty Pallet Fork Frame	7297499	1	606.25	606.25
42" 2.5k Standard Duty Pallet Fork Teeth	7308798	1	453.00	453.00
	Total for 2.5K Standard Duty Pallet Fork Frame			1,059.25

Quote Subtotal	235,513.58
Bobcat Sourcewell Discount	-28,212.60
Bobcat Sourcewell Discount	-2,679.30
Bobcat Sourcewell Discount	-1,246.50
Bobcat Sourcewell Discount	-640.20
Bobcat Sourcewell Discount	-156.90
Bobcat 5600 AGH819527	-16,000.00
Bobcat 5600 AHG819528	-16,300.00
Kwik Way Plow 84"	-500.00
Kwik Way Plow 84"	-500.00
Snow Blower SB200 74" 2012	-700.00
Snow Blower SB200 74" 2017	-1,000.00
Pallet Forks	-250.00
Sales Total before Taxes	167,328.08
Taxes	0.00
Quote Total - USD	**167,328.08**

Customer Acceptance:
Quotation Number: **MB1990672** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ▢ / N ▢

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Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 9:09 PM CDT

Clark Equipment Company dba Bobcat Company

DocuSigned by:
By: Randy L. Fuss
0F55B103999C454...

Randy L. Fuss
Title: Director Government Accounts
Date: 4/6/2023 | 6:49 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/6/2023 | 8:51 AM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Clark Equipment Company
Does your company conduct business under any other name? If yes, please state:	Bobcat Company
Address:	250 East Beaton Drive West Fargo, North Dakota 58078
Contact:	Randy Fuss
Email:	randy.fuss@doosan.com
Phone:	701-241-8746
HST#:	38-0425350

Submission Details

Created On:	Monday January 02, 2023 10:07:38
Submitted On:	Thursday February 02, 2023 15:19:15
Submitted By:	Randy Fuss
Email:	randy.fuss@doosan.com
Transaction #:	aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1
Submitter's IP Address:	136.226.48.180

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8	*
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075	*
6	Proposer website address (or addresses):	www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759 Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793 Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772 Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China. Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment. Core Values and Business Philosophy The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows: • People • Inhwa • Profit • Cultivating People • Customers • Integrity & Transparency • World-class Technology & Innovation • Safety & Environment Our growth plans are etched in the following: • Brand Excellence • Innovation Leadership • Powered by People • Community Partnership

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition. Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position int he compact farm and construction equipment market throughout North America. Our CFR is supported supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment. Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85	

	in the past five years	compact excavator Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator 2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X 2022 Potencia Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	*

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages $11 million in sales annually.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	$32,184	$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	$54,465	$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	$34,641	$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	$19,907	$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	$27,862	$3,287,666	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative - Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability. - Order is entered into our ERP System - Dealer is notified of order and any special requirements and install instructions - Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer - Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training. - Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance. - Bobcat Company or Bobcat® Dealer invoices customer. - Sales recorded on retail activity report for fee calculation and issuance to Sourcewell. Sales records retained per terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy: a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government. If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a $50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples) Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennesse, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today. The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space. Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience. Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment. Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).	*
41	Describe any technological advances that your proposed products or services offer.	At Bobcat Company, innovation is at our core and we continue to change the game. With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to	

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company's telematics service, delivers vital information about select Bobcat equipment to the equipment owner's Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner's authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

Bobcat Operator Vision Technology:
This heads-up display puts crucial information and machine data in the operator's direct line of sight. The display is located on the cab's front window for improved operation.

Bobcat Features On Demand:
Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

Depth Check System:
The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

Precision Grading Technologies:
Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- ¼". The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

Touch Display:
The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It's waterproof and hardened to reduce scratching.

Rear Camera:
An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator's seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

Comfort Features:
Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World's 1st) and Electric Excavators E10e-E19e - E32e
Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It's the best combination of high performance, low noise and improved operating comfort.

Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:
The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

Easy to Maintain:
A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

Built To Last:
Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

Precision In Every Detail:
An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

Bobcat Tractors
Standard Four-Wheel Drive:
Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

Attachments and Implements:
The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

Bobcat Utility Vehicles Heavy Duty Clutch:
Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals.

Tough Chassis and Suspension:
Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.
Increased Tow Rating:
Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

Fast and Easy Maintenance:
Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

New Cab System:
Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

Bobcat® Toolcat UW56 Utility Work Machine:
Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it’s easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

Bobcat® Toolcat UW53 Utility Work Machine:
With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it’s also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you’ll experience truly unmatched versatility.

Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:
Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine’s composite covers and cooling package.
Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

Minimal Ground Disturbance and Tight Turning Radius:
Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas.

Telescopic Lift Arm:
A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high.

Efficient Cooling:
With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection.

Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.

High Tractive Effort:
Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions.

Bobcat MT100 (Mini-Track Loader) - *Launched in 2020
Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there's no need for daily roller maintenance and downtime during projects.
Attachment Versatility:
With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand.

Safety Features:
Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks.

Ride-On/Walk-Behind Convenience:
An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite.

Ride Comfort:
Optimized roller spacing on the MT100's track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort.

Minimal Ground Disturbance:
The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks.

Improved Serviceability:
Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there's no need for daily roller maintenance.

Simple Operation:
Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report). Climate Change & Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency. Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement. Water & Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste. In 2020, Bobcat Company launched the world’s first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan. Doosan Portable Power adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment. The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations. Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.	*
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered. Acceptable payment methods are check, ACH, EFT, and credit card. In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, fairy, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in response to this Sourcewell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcewell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles - Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads • Impressions • Click Rates • Bounce Rates • Form Submissions	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: $100,000 CAD / 1.34 (current FX) = $74,626.87 US. Administration fee payment: $74,626.87 x .75% = $559.70.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcewell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	(•) Yes ( ) No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: https://www.bobcat.com/na/en/equipment/loaders for more information	*
72	Skidsteers;	(•) Yes ( ) No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders for more information.	*
73	Mini excavators;	(•) Yes ( ) No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: https://www.bobcat.com/na/en/equipment/excavators/compact-excavators for more information	*
74	Telehandlers;	(•) Yes ( ) No	Bobcat TL519, TL619, TL723, and TL923 visit: https://www.bobcat.com/na/en/equipment/telehandlers	*
75	Soil compaction and site preparation equipment	(•) Yes ( ) No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcewell members. visit: https://www.bobcat.com/na/en/attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
- Financial Strength and Stability - Financials.zip - Thursday February 02, 2023 14:06:13
- Marketing Plan/Samples - Marketing _ Product Information_Sustainability Report.zip - Thursday February 02, 2023 14:07:17
- WMBE/MBE/SBE or Related Certificates - Certifications.zip - Thursday February 02, 2023 14:12:50
- Warranty Information - Warranty.zip - Thursday February 02, 2023 14:14:28
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
- Upload Additional Document - Dealer List_Territory Maps_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

AMENDMENT #1
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to "Doosan Bobcat North America, Inc." and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to "Clark Equipment Company dba Bobcat Company" in Contract # 020223-CEC will be replaced with "Doosan Bobcat North America, Inc."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/28/2024 | 1:55 PM CDT

Doosan Bobcat North America, Inc.

By: DocuSigned by: Randy L. Fuss 0F55B103999C454...

Randy L. Fuss, Director, Gov. Accounts

Date: 5/28/2024 | 11:49 AM PDT

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

AMENDMENT #2
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 3/7/2025 | 8:45 AM CST

Doosan Bobcat North America, Inc.

By: Signed by: Kristie Willett 478233CD563F49B...

Kristie Willett, Sr. Government Account Manager

Date: 3/7/2025 | 8:37 AM CST

CITY OF ASPEN

STAFF REPORT

TO: Mayor Richards and Aspen City Council

FROM: Ben Levenson, Sr. Project Manager

THROUGH: Rob Schober, Capital Asset Director

MEETING DATE: September 15th, 2026

SUBJECT: Resolutions # 110

INTENDED OUTCOME: Staff requests approval of Resolution #110, authorizing Shaw Construction Change Order #4 for builders risk insurance coverage associated with construction of the Armory Hall Adaptive Reuse Project.

EXECUTIVE SUMMARY: In June 2026, City Council approved the construction-phase contracts for the Armory Hall Adaptive Reuse Project, including Shaw Construction's Guaranteed Maximum Price (GMP) of $44,684,905. At that time, staff informed Council that builders risk insurance would be incorporated into Shaw's construction contract once final pricing was available. The construction-phase budget presented to Council included an estimated $800,000 for builders risk insurance.

Shaw Change Order #4 adds the builders risk insurance policy at a total Change Order cost of $540,798.58.

DISCUSSION: Builders risk insurance provides coverage for physical loss or damage to the construction work, materials, and equipment that become part of the completed project while construction is underway.

When Council considered the construction-phase contracts in June, final builders risk pricing was not yet available. Staff therefore carried an $800,000 budget allowance for this coverage and informed Council that the final policy cost would subsequently be incorporated into Shaw's construction contract.

As part of finalizing the policy, staff coordinated with the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and Shaw's insurance team to confirm how the project would be insured during construction. CIRSA will continue to provide coverage for the existing Armory building, while the builders risk policy will separately cover the construction work and associated materials and equipment. Because the existing structure remains insured through CIRSA, the builders risk policy did not need to duplicate that coverage. This helped bring the final pricing toward the lower end of the preliminary range anticipated during project budgeting.

The builders risk cost equates to approximately 1.16% of the construction value, which is consistent with current industry pricing for coverage of this type and reflects the project's duration, renovation scope, and construction complexity. The policy covers 100% of the current construction contract value of $44,684,905. Future increases to the Contract Sum will result in corresponding increases to the builders risk cost at the same 1.16% rate, and an extension of the construction period may also result in additional premium.

FINANCIAL IMPACTS: Change Order #4 increases Shaw Construction's contract by $540,798.58, from $44,903,596.09 to $45,444,394.67.

The construction-phase budget presented to Council in June included $800,000 for builders risk insurance. The final Change Order amount of $540,798.58 is approximately $259,201 below the amount budgeted for this purpose. The cost is within the existing overall project budget and does not require additional project funding or use of the owner's contingency.

ENVIRONMENTAL IMPACTS: Approval of this Change Order has no additional environmental impacts beyond those previously identified for the Armory Hall Adaptive Reuse Project.

RECOMMENDATIONS: Staff recommends approval of Resolution #110, authorizing Shaw Construction Change Order #4 in the amount of $540,798.58.

ALTERNATIVES: City Council could decline to approve the builders risk coverage included in Change Order #4. In that case, the City would continue to have CIRSA property coverage for the existing Armory building, but the construction work and associated materials and equipment would not be covered by the builders risk policy.

City Council could also direct staff to obtain revised builders risk pricing based on increased or reduced coverage limits or scope.

CITY MANAGER COMMENTS:_____
_____
_____

ATTACHMENTS:
Exhibit A: Shaw CO #4

RESOLUTION NO. 110
SERIES OF 2026

A RESOLUTION OF THE CITY OF ASPEN CITY COUNCIL APPROVING A CHANGE ORDER FOR ARMORY HALL ADAPTIVE REUSE PROJECT, 130 S. GALENA, BETWEEN THE CITY OF ASPEN AND SHAW CONSTRUCTION, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CHANGE ORDER ON BEHALF OF THE CITY OF ASPEN, COLORADO

WHEREAS, there has been submitted to the City Council a change order between the City Council (the "Owner") and Shaw Construction (the "Contractor"), a true and accurate copy of which is attached hereto as "Exhibit A", and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN AS FOLLOWS:

That the City Council of the City of Aspen hereby approves the Change Order, known as Change Order 4, to the agreement between Owner and Contractor, a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said agreement on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September 2026.

_____
Rachel Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado at a meeting held on the 15th day of September 2026.

_____
Nicole Henning, City Clerk

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Armory Hall

130 S. Galena Street
Aspen, CO 81611

CONTRACT INFORMATION:
Contract For: Construction - Armory Adaptive Reuse Project
Date: 04-11-2025

CHANGE ORDER INFORMATION:
Change Order Number: 004

Date: 08-28-2026

OWNER: *(Name and address)*
City of Aspen
427 Rio Grande Pl
Aspen, CO 81611

ARCHITECT: *(Name and address)*
CCY Architects
228 Midland Ave.
Basalt, CO 81621

CONTRACTOR: *(Name and address)*
Shaw Constrcution
760 Horizon Drive, #201
Grand Junction, CO 81506

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change Order #004 consists of PCOs 001 and 002. PCO 001 is a $0.00 PCO and does not change the Contract Sum. PCO 002 increases the Contract Sum by $540,798.58.

PCO 001 $0.00 Project Schedule Start Date 07.20.26
This PCO revises the project start date from 07/06/26 to 07/20/26. The Substantial Completion date is correspondingly revised from 10/26/28 to 11/09/28. The overall project duration remains unchanged.

PCO 002 $540,798.58 Builders Risk Policy
This PCO incorporates a builders risk insurance policy covering 100% of the current construction contract value of $44,684,905.00. Future increases to the Contract Sum will result in corresponding increases to the builders risk premium at a rate of 1.16% of the additional contract value. Any extension to the project duration may also result in additional builders risk premium.

The original Guaranteed Maximum Price was	$	58,146.00
The net change by previously authorized Change Orders	$	44,845,450.09
The Guaranteed Maximum Price prior to this Change Order was	$	44,903,596.09
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	540,798.58
The new Guaranteed Maximum Price including this Change Order will be	$	45,444,394.67

The Contract Time will be unchanged by (0) days.
The new date of Substantial Completion will be 11-09-2028

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Signature)*	CONTRACTOR *(Signature)*	OWNER *(Signature)*
DocuSigned by: Todd Kennedy 64B6064B0FBB44B...	DocuSigned by: Sam Meyer 505ED35C1FB7467...	
BY: Todd Kennedy, AIA, Principal	BY: Sam Meyer - President	BY: Pete Strecker - City Manager
(Printed name, title, and license number if required)	*(Printed name and title)*	*(Printed name and title)*
9/8/2026 | 11:13:37 AM MDT	9/2/2026 | 2:30:15 PM MST	
Date	*Date*	*Date*

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Pending Change Order
No. 001

Aspen Armory Hall
130 S Galena
Aspen, CO 81611

Project No: 20494-

PCO No. 001 Project Schedule Start Date 07.20.26 **Date Sent: 8/24/2026**

Transmitted To:

Ben Levenson, Senior Project Manager
Aspen, City of
427 Rio Grande Pl
Aspen, CO 81611

From:

James de la Garza, Project Manager
Shaw Construction LLC
Tel: 720-584-2532
Fax:
Email: jamesdelagarza@shawconstruction.net

Description of Proposal:

Project Schedule Construction Start date of 07/20/2026 and Substantial Completion date of 11/09/2028 per the attached schedule.

Cost Summary for Item : 1 Project Schedule Start Date 07.20.26

Phase	Description	Quantity	Unit Price	Amount
001101- -001	Project Schedule Start Date 07.20	1 LS	0.00	0.00
			Net Total for Item 1:	**$0.00**

Description	Percentage	Amount
General Liability Insuranc	0.89%	0.00
Performance Bond	0.83%	0.00
Fee	4.00%	0.00
	Subtotal:	**$0.00**

Total Item #1: **$0.00**

Time Extension: **NONE**

Grand Total PCO #001: **$0.00**

Total Time Extension: **NONE**

Submitted By: *Shaw Construction LLC*

James de la Garza Digitally signed by James de la Garza DN: C=US, E=jamesdelagarza@shawconstruction.net, O=Shaw Constructors, CN=James de la Garza Date: 2026.06.24 14:19:22-06'00'

Signature _____ Date 6/28/26

Name *James de la Garza, Project Manager*

Authorized By: Aspen, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature _____ Date _____

Name *Ben Levenson, Senior Project Manager*

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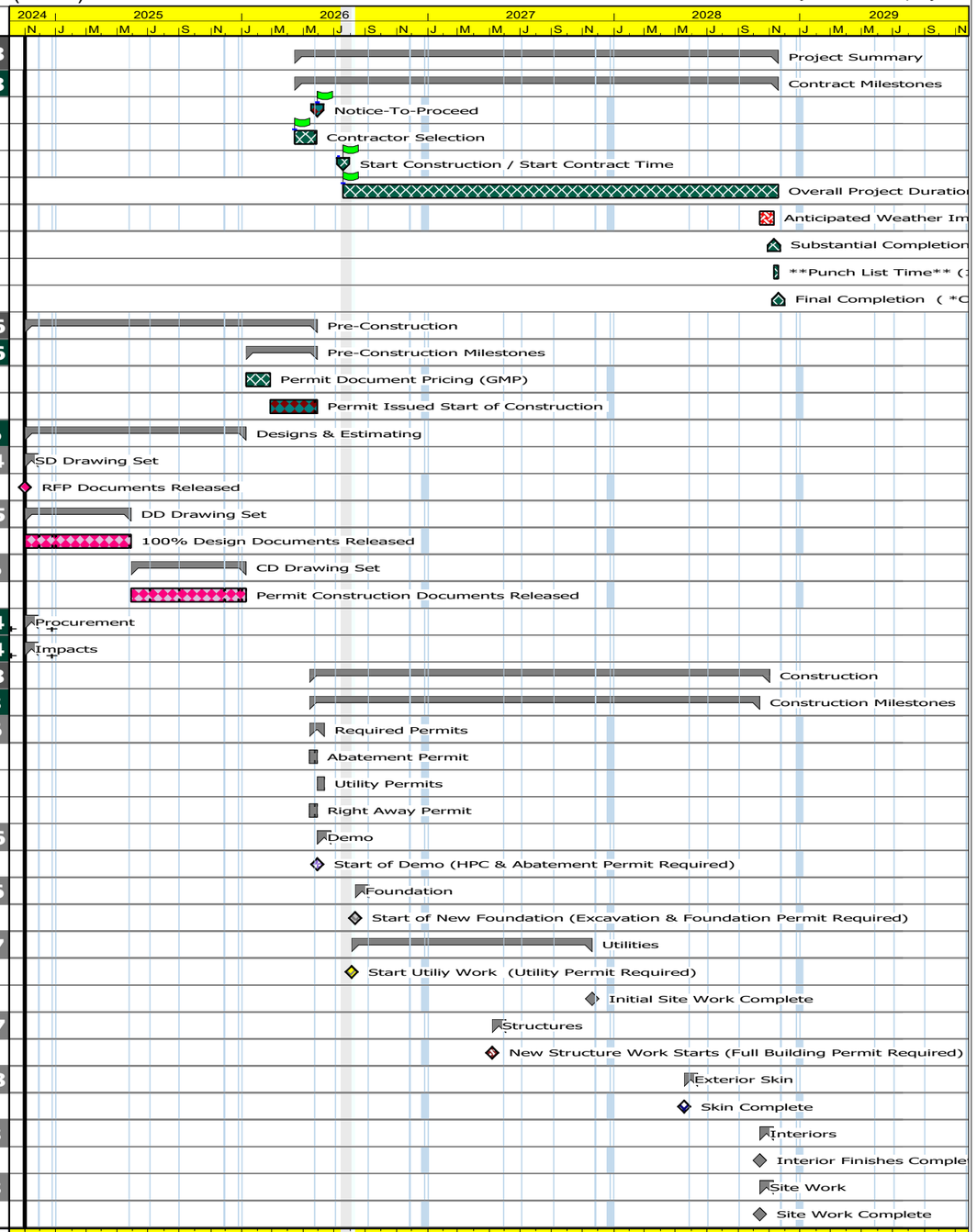
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Project Summary	**661d**	**Apr 15 26**	**Nov 19 28**
	Contract Milestones	**661d**	**Apr 15 26**	**Nov 19 28**
3	Notice-To-Proceed	0d	May 29 26 *	May 29 26
4	Contractor Selection	30d	Apr 15 26 *	May 27 26
5	Start Construction / Start Contract Time	0d	Jul 20 26 *	Jul 20 26
6	Overall Project Duration - per Contract (*851 of cal days*)	854d	Jul 20 26 *	Nov 19 28
7	Anticipated Weather Impacted (Orig. 20 Days)	20d	Oct 13 28	Nov 09 28
8	Substantial Completion (*Contract Date 04/15/2025) (851 cal. days)	0d	Nov 09 28	Nov 09 28
9	**Punch List Time** (10 cal days)	10d	Nov 10 28	Nov 19 28
10	Final Completion (*Contract Date 04/15/2025) (851 cal. days)	0d	Nov 19 28	Nov 19 28
	Pre-Construction	**398d**	**Nov 01 24**	**May 28 26**
	Pre-Construction Milestones	**99d**	**Jan 09 26**	**May 28 26**
13	Permit Document Pricing (GMP)	34d	Jan 09 26	Feb 25 26
14	Permit Issued Start of Construction	65d	Feb 26 26	May 28 26
	Designs & Estimating	**299d**	**Nov 01 24**	**Jan 08 26**
	SD Drawing Set	**0d**	**Nov 01 24**	**Nov 01 24**
17	RFP Documents Released	0d	Nov 01 24	Nov 01 24
	DD Drawing Set	**144d**	**Nov 01 24**	**May 28 25**
19	100% Design Documents Released	144d	Nov 01 24	May 28 25
	CD Drawing Set	**155d**	**May 29 25**	**Jan 08 26**
21	Permit Construction Documents Released	155d	May 29 25	Jan 08 26
	Procurement	**0d**	**Nov 01 24**	**Nov 01 24**
	Impacts	**0d**	**Nov 01 24**	**Nov 01 24**
	Construction	**628d**	**May 14 26**	**Nov 02 28**
	Construction Milestones	**614d**	**May 14 26**	**Oct 13 28**
	Required Permits	**20d**	**May 14 26**	**Jun 11 26**
27	Abatement Permit	10d	May 14 26	May 28 26
28	Utility Permits	10d	May 29 26	Jun 11 26
29	Right Away Permit	10d	May 14 26	May 28 26
	Demo	**0d**	**May 29 26**	**May 29 26**
31	Start of Demo (HPC & Abatement Permit Required)	0d	May 29 26	May 29 26
	Foundation	**0d**	**Aug 12 26**	**Aug 12 26**
33	Start of New Foundation (Excavation & Foundation Permit Required)	0d	Aug 12 26	Aug 12 26
	Utilities	**329d**	**Aug 05 26**	**Nov 18 27**
35	Start Utiliy Work (Utility Permit Required)	0d	Aug 05 26	Aug 05 26
36	Initial Site Work Complete	0d	Nov 18 27	Nov 18 27
	Structures	**0d**	**May 07 27**	**May 07 27**
38	New Structure Work Starts (Full Building Permit Required)	0d	May 07 27	May 07 27
	Exterior Skin	**0d**	**May 17 28**	**May 17 28**
40	Skin Complete	0d	May 17 28	May 17 28
	Interiors	**0d**	**Oct 13 28**	**Oct 13 28**
42	Interior Finishes Complete	0d	Oct 13 28	Oct 13 28
	Site Work	**0d**	**Oct 13 28**	**Oct 13 28**
44	Site Work Complete	0d	Oct 13 28	Oct 13 28



SHAW CONSTRUCTION Since 1962

Owner: Shaw Construction

Progress Period (Data Date): 11/1/2024

Start Date: 11/1/2024
Finish Date: 11/19/2028

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Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Mobilization	**50d**	**Jun 01 26**	**Aug 10 26**
46	Abatement by Others (Assumption) (Mob)	1d	Jun 01 26	Jun 01 26
47	Document Existing Conditions (Mob)	1d	Jun 01 26	Jun 01 26
48	Install Storm Water Protective Measures (Mob)	1d	Jul 20 26	Jul 20 26
49	Install Tree Protection (Mob)	2d	Jul 21 26	Jul 22 26
50	Tree Removal (Mob)	2d	Jul 20 26	Jul 21 26
51	Set Up Field Office (Mob)	2d	Jul 23 26	Jul 24 26
52	Set Up Traffic Control (Mob)	1d	Jul 27 26	Jul 27 26
53	Install Sound Fencing (Mob)	10d	Jul 28 26	Aug 10 26
54	Mobilize Equipment (Mob)	3d	Jul 28 26	Jul 30 26
	Demo	**360d**	**Jul 31 26**	**Jan 03 28**
	Initial Exterior Demo Phase	**288d**	**Jul 31 26**	**Sep 17 27**
57	*Call 811 (ED)	3d	Jul 31 26	Aug 04 26
58	Cut & Cap Utilities (ED)	5d	Aug 05 26	Aug 11 26
59	Demo Alley Asphalt & Concrete (ED)	10d	Aug 12 26	Aug 25 26
60	Remove Existing Transformer & Vault (ED)	10d	Aug 26 26	Sep 09 26
61	Excavate for S.O.E. (ED)	10d	Sep 10 26	Sep 23 26
62	Install S.O.E. (South / West Elevations) (ED)	10d	Sep 24 26	Oct 07 26
63	Install S.O.E. (North / East Elevations) (ED)	10d	Oct 08 26	Oct 21 26
64	F/P Pile Cap (ED)	10d	Oct 22 26	Nov 04 26
65	Select Interior Demo of Existing Structures for Lift (Lower Level) (ED)	10d	Nov 05 26	Nov 18 26
66	Excavation for Lifting Structure (ED)	10d	Nov 19 26	Dec 04 26
67	*Early Preparation Lift Work (ED)	10d	Dec 07 26	Dec 18 26
68	*Install Temporary Structure Support System (Steel & Cribbing) (ED)	15d	Jan 04 27	Jan 22 27
69	*Install Unifed Jack System & Lift Structure (ED)	10d	Jan 25 27	Feb 05 27
70	Excavate for New Vistors Center Addition (ED)	10d	Feb 08 27	Feb 19 27
71	Install Temporary Basement Support	10d	Feb 22 27	Mar 05 27
72	Excavate & Demo Existing Foundation (Northern Half) (ED)	10d	Mar 08 27	Mar 19 27
73	Excavate & Demo Existing Foundation (Southern Half) (ED)	10d	Mar 22 27	Apr 02 27
74	Excavate & Demo Balance Existing S.O.G. (ED)	10d	Apr 05 27	Apr 16 27
75	*Lower Existing Structure Final Elevation (ED)	5d	Jun 25 27	Jul 01 27
76	Grout Existing Structure to New Foundation (ED)	5d	Jul 02 27	Jul 09 27
77	*Install Needle Shoring & Remove Hoisting Beams & Cribbing (ED)	10d	Jul 12 27	Jul 23 27
78	Install Exterior Masonary Bracing	10d	Sep 03 27	Sep 17 27
	Interior Demo (Assumption)	**111d**	**Jul 26 27**	**Jan 03 28**
80	Install Structurual Bracing to Remove Level 1 (ID)	5d	Jul 26 27	Jul 30 27
81	Demo Existing Level 1 (ID)	10d	Aug 02 27	Aug 13 27
82	Install Added Bracing for Level 2 (ID)	5d	Sep 03 27	Sep 10 27
83	Demo Level 2 (ID)	10d	Sep 13 27	Sep 24 27
84	Install Added Bracing for Upper Level Demo (ID)	5d	Oct 14 27	Oct 20 27
85	Demo Upper Level (ID)	10d	Oct 21 27	Nov 03 27
86	Install Added Bracing for Roof Demo (ID)	5d	Nov 19 27	Nov 29 27
87	Demo Existing Roof & Skylights (ID)	10d	Nov 30 27	Dec 13 27
88	Demo Roof (ID)	5d	Dec 14 27	Jan 03 28

Line | Name | OD | Start | Finish

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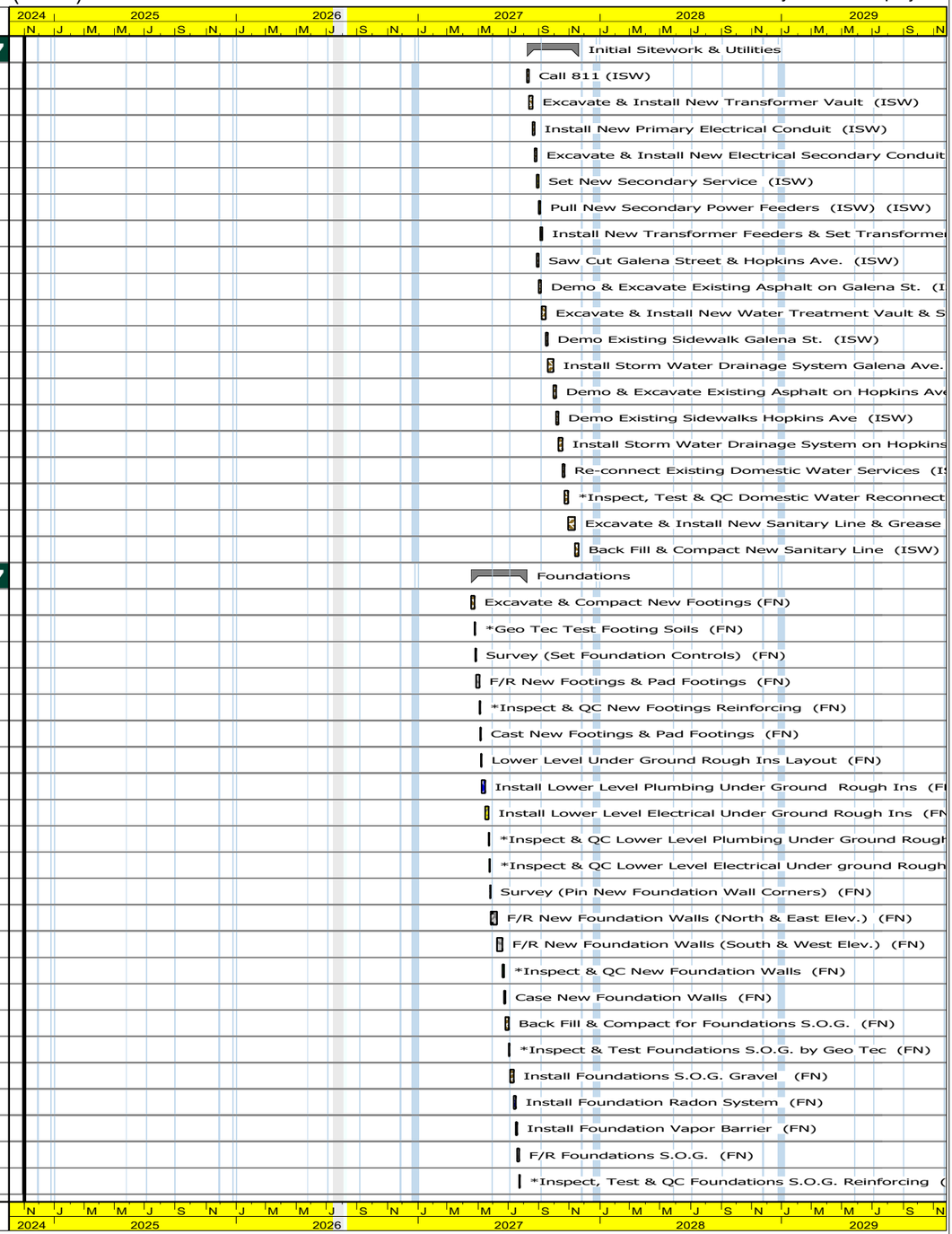
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Initial Sitework & Utilities	**73d**	**Aug 09 27**	**Nov 18 27**
90	Call 811 (ISW)	3d	Aug 09 27	Aug 11 27
91	Excavate & Install New Transformer Vault (ISW)	5d	Aug 12 27	Aug 18 27
92	Install New Primary Electrical Conduit (ISW)	3d	Aug 19 27	Aug 23 27
93	Excavate & Install New Electrical Secondary Conduit (ISW)	3d	Aug 24 27	Aug 26 27
94	Set New Secondary Service (ISW)	3d	Aug 27 27	Aug 31 27
95	Pull New Secondary Power Feeders (ISW) (ISW)	2d	Sep 01 27	Sep 02 27
96	Install New Transformer Feeders & Set Transformer (ISW)	2d	Sep 03 27	Sep 07 27
97	Saw Cut Galena Street & Hopkins Ave. (ISW)	3d	Aug 27 27	Aug 31 27
98	Demo & Excavate Existing Asphalt on Galena St. (ISW)	3d	Sep 01 27	Sep 03 27
99	Excavate & Install New Water Treatment Vault & Storm Taps (ISW)	6d	Sep 07 27	Sep 14 27
100	Demo Existing Sidewalk Galena St. (ISW)	3d	Sep 15 27	Sep 17 27
101	Install Storm Water Drainage System Galena Ave. (ISW)	8d	Sep 20 27	Sep 29 27
102	Demo & Excavate Existing Asphalt on Hopkins Ave (ISW)	4d	Sep 30 27	Oct 05 27
103	Demo Existing Sidewalks Hopkins Ave (ISW)	3d	Oct 06 27	Oct 08 27
104	Install Storm Water Drainage System on Hopkins Ave. (ISW)	6d	Oct 11 27	Oct 18 27
105	Re-connect Existing Domestic Water Services (ISW)	3d	Oct 19 27	Oct 21 27
106	*Inspect, Test & QC Domestic Water Reconnection (ISW)	5d	Oct 22 27	Oct 28 27
107	Excavate & Install New Sanitary Line & Grease Trap (ISW)	10d	Oct 29 27	Nov 11 27
108	Back Fill & Compact New Sanitary Line (ISW)	5d	Nov 12 27	Nov 18 27
	Foundations	**78d**	**Apr 19 27**	**Aug 06 27**
110	Excavate & Compact New Footings (FN)	5d	Apr 19 27	Apr 23 27
111	*Geo Tec Test Footing Soils (FN)	1d	Apr 26 27	Apr 26 27
112	Survey (Set Foundation Controls) (FN)	1d	Apr 27 27	Apr 27 27
113	F/R New Footings & Pad Footings (FN)	5d	Apr 28 27	May 04 27
114	*Inspect & QC New Footings Reinforcing (FN)	1d	May 05 27	May 05 27
115	Cast New Footings & Pad Footings (FN)	1d	May 06 27	May 06 27
116	Lower Level Under Ground Rough Ins Layout (FN)	1d	May 07 27	May 07 27
117	Install Lower Level Plumbing Under Ground Rough Ins (FN)	5d	May 10 27	May 14 27
118	Install Lower Level Electrical Under Ground Rough Ins (FN)	5d	May 17 27	May 21 27
119	*Inspect & QC Lower Level Plumbing Under Ground Rough Ins (FN)	1d	May 24 27	May 24 27
120	*Inspect & QC Lower Level Electrical Under ground Rough Ins (FN)	1d	May 25 27	May 25 27
121	Survey (Pin New Foundation Wall Corners) (FN)	1d	May 26 27	May 26 27
122	F/R New Foundation Walls (North & East Elev.) (FN)	8d	May 27 27	Jun 08 27
123	F/R New Foundation Walls (South & West Elev.) (FN)	8d	Jun 09 27	Jun 18 27
124	*Inspect & QC New Foundation Walls (FN)	2d	Jun 21 27	Jun 22 27
125	Case New Foundation Walls (FN)	2d	Jun 23 27	Jun 24 27
126	Back Fill & Compact for Foundations S.O.G. (FN)	5d	Jun 25 27	Jul 01 27
127	*Inspect & Test Foundations S.O.G. by Geo Tec (FN)	1d	Jul 02 27	Jul 02 27
128	Install Foundations S.O.G. Gravel (FN)	5d	Jul 06 27	Jul 12 27
129	Install Foundation Radon System (FN)	3d	Jul 13 27	Jul 15 27
130	Install Foundation Vapor Barrier (FN)	2d	Jul 16 27	Jul 19 27
131	F/R Foundations S.O.G. (FN)	3d	Jul 20 27	Jul 22 27
132	*Inspect, Test & QC Foundations S.O.G. Reinforcing (FN)	1d	Jul 23 27	Jul 23 27



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Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
133	Cast Foundations S.O.G. (FN)	1d	Jul 26 27	Jul 26 27
134	F/R New Lightwell Retaining Walls (FN)	3d	Jun 25 27	Jun 29 27
135	*Inspect & QC New Lightwell Retaing Wall Reinforcing (FN)	1d	Jun 30 27	Jun 30 27
136	Cast New Lightwell Retaining Walls (FN)	1d	Jul 01 27	Jul 01 27
137	Excavate & Install New Drywell & Pipe in Lightwell (FN)	3d	Jul 02 27	Jul 07 27
138	Back Fill & Compact Lightwell for S.O.G. (FN)	2d	Jul 08 27	Jul 09 27
139	*Inspect, Test & QC Lightwell S.O.G. (FN) (FN)	1d	Jul 12 27	Jul 12 27
140	F/R Lightwell S.O.G. (FN)	1d	Jul 13 27	Jul 13 27
141	*Inspect, Test & QC Lightwell S.O.G. by Geo Tec (FN)	1d	Jul 14 27	Jul 14 27
142	Cast Lightwell S.O.G. (FN)	1d	Jul 15 27	Jul 15 27
143	F/R New Stairway @ Lightwell (FN)	3d	Jul 16 27	Jul 20 27
144	*Inspect & QC New Stairway @ Lightwell (FN)	1d	Jul 21 27	Jul 21 27
145	Cast New Stairway @ Light Well (FN)	1d	Jul 22 27	Jul 22 27
146	Install Light Well Water Proofing & Drainage System (FN)	3d	Jul 23 27	Jul 27 27
147	Back Fill & Compact Foundation (FN)	8d	Jul 28 27	Aug 06 27
	Structure	**131d**	**Aug 16 27**	**Feb 21 28**
149	Install Level 1 Structurual Steel & Metal Pan (L1ST)	8d	Aug 16 27	Aug 25 27
150	F/R New Level 1 (L1ST)	4d	Aug 26 27	Aug 31 27
151	*Inspect & QC New Level 1 Reinforcing (L1ST)	1d	Sep 01 27	Sep 01 27
152	Cast New Level 1 Slab (L1ST)	1d	Sep 02 27	Sep 02 27
153	Frame & Sheet New Vistors Level 1 Walls (L1ST)	4d	Sep 03 27	Sep 09 27
154	Install New Mezzanine Steel & Metal Pan (LMST)	8d	Sep 27 27	Oct 06 27
155	F/R New Mezzanine (LMST)	3d	Oct 07 27	Oct 11 27
156	*Inspect & QC New Mezzanine Reinforcing (LMST)	1d	Oct 12 27	Oct 12 27
157	Cast New Mezzanine Slab (LMST)	1d	Oct 13 27	Oct 13 27
158	Install New Upper Level Steel Columns & Beams (ULST)	3d	Nov 04 27	Nov 08 27
159	Frame New Upper Level Floor System & Sheet (ULST)	8d	Nov 09 27	Nov 18 27
160	Install New Roof Support Steel (RLST)	5d	Jan 04 28	Jan 10 28
161	Install New Roof Support Columns @ Mechanical Well (RLST)	5d	Jan 11 28	Jan 17 28
162	Install Metal Pan @ Mechanical Well (RLST)	2d	Jan 18 28	Jan 19 28
163	F/R Metal Decking @ Roofs Mechanical Well (RLST)	2d	Jan 20 28	Jan 21 28
164	*Inspect & QC Roofs Mechanical Wells Reinforcing (RLST)	1d	Jan 24 28	Jan 24 28
165	Case Roof Mecanical Well (RLST)	1d	Jan 25 28	Jan 25 28
166	Install New Roof added Beams & Joist (RLST)	10d	Jan 26 28	Feb 08 28
167	Replace any Unsuitable Substrates & Sheet (RLST)	3d	Feb 09 28	Feb 11 28
168	Frame Parpet Walls (RLST)	3d	Feb 14 28	Feb 16 28
169	Frame & Sheet Mechanical Sreen Walls (RLST)	3d	Feb 17 28	Feb 21 28
	Exteriors	**62d**	**Feb 22 28**	**May 17 28**
	Roofing	**33d**	**Feb 22 28**	**Apr 06 28**
172	Install Roof Drains & Pentrations (ROOF)	1d	Feb 22 28	Feb 22 28
173	Install Temporary Dry In (ROOF)	2d	Feb 23 28	Feb 24 28
174	Install New Skylights (ROOF)	5d	Feb 25 28	Mar 02 28
175	Install Tapered Insulation & Class A Cover Board (ROOF)	5d	Mar 03 28	Mar 09 28
176	Install Roof Membrane (ROOF)	5d	Mar 10 28	Mar 16 28

Line | Name | OD | Start | Finish

Aspen Armory Construction Schedule

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Planned by Asta Powerproject

Line	Name	OD	Start	Finish
177	Install Metal Roofing (ROOF)	5d	Mar 17 28	Mar 23 28
178	Set Mechanical Equipment & Connect (ROOF)	4d	Mar 24 28	Mar 29 28
179	Install Coping Caps (ROOF)	1d	Mar 30 28	Mar 30 28
180	Install Gutters & Downspouts (ROOF)	3d	Mar 31 28	Apr 04 28
181	Install Heat Trace (ROOF)	2d	Apr 05 28	Apr 06 28
	Facade	**62d**	**Feb 22 28**	**May 17 28**
	West Elevation	**30d**	**Feb 22 28**	**Apr 03 28**
184	Install Air Barrier & Windows Sealants W.E. (WSKIN)	4d	Feb 22 28	Feb 25 28
185	Install New Windows & Doors W.E. (WSKIN)	8d	Feb 28 28	Mar 08 28
186	Install Storefront W.E. (WSKIN)	4d	Mar 09 28	Mar 14 28
187	Install Metal Siding & Trim W.E. (WSKIN)	4d	Mar 15 28	Mar 20 28
188	Tuck Point Existing Brick W.E. (WSKIN)	10d	Mar 21 28	Apr 03 28
	South Elevation	**26d**	**Mar 09 28**	**Apr 13 28**
190	Install Air Barrier & Window Sealant S.E. (SSKIN)	2d	Mar 09 28	Mar 10 28
191	Install New Windows & Doors S.E (SSKIN)	5d	Mar 13 28	Mar 17 28
192	Install Storefront S.E. (SSKIN)	5d	Mar 20 28	Mar 24 28
193	Install Wood Siding @ Dormers S.E. (SSKIN)	3d	Mar 27 28	Mar 29 28
194	Install Metal Siding & Trim S.E. (SSKIN)	1d	Mar 30 28	Mar 30 28
195	Tuck Point Existing Brick S.E. (SSKIN)	10d	Mar 31 28	Apr 13 28
	East Elevation	**43d**	**Mar 20 28**	**May 17 28**
197	Install Lightwell Stairwell Railing E.E. (ESKIN)	2d	Mar 20 28	Mar 21 28
198	Install Air Barrier & Window Sealants E.E. (ESKIN)	2d	Mar 22 28	Mar 23 28
199	Install New Windows & Doors E.E. (ESKIN)	4d	Mar 24 28	Mar 29 28
200	Install Entry Vestibule Canopy & Roof (ESKIN)	8d	Mar 30 28	Apr 10 28
201	Install Storefront E.E. (ESKIN)	5d	Apr 11 28	Apr 17 28
202	Install New Stone Wall @ Light Well E.E. (ESKIN)	5d	Apr 18 28	Apr 24 28
203	Install Metal Siding & Trim E.E. (ESKIN)	6d	Apr 25 28	May 02 28
204	Tuck Point Existing Brick E.E. (ESKIN)	10d	May 04 28	May 17 28
	North Elevation	**25d**	**Mar 30 28**	**May 03 28**
206	Install Air Barrier & Window & Door Sealants (NSKIN)	2d	Mar 30 28	Mar 31 28
207	Install New Windows & Doors (NSKIN)	4d	Apr 03 28	Apr 06 28
208	Install Storefront (NSKIN)	1d	Apr 07 28	Apr 07 28
209	Install Wood Siding @ Dormers (NSKIN)	3d	Apr 10 28	Apr 12 28
210	Install Metal Siding & Trim (NSKIN)	5d	Apr 13 28	Apr 19 28
211	Tuck Point Existing Brick (NSKIN)	10d	Apr 20 28	May 03 28
	Interiors	**176d**	**Feb 25 28**	**Nov 02 28**
	Lower Level	**135d**	**Feb 25 28**	**Sep 06 28**
	Lower Level Rough Ins	**39d**	**Feb 25 28**	**Apr 19 28**
215	Survey (Set Lower level Floor Controls) (LLRI)	1d	Feb 25 28	Feb 25 28
216	Layout Lower Level Walls (LLRI)	1d	Feb 28 28	Feb 28 28
217	Install Lower level Elevator CMU (LLRI)	2d	Feb 29 28	Mar 01 28
218	Frame Lower Level Walls (LLRI)	4d	Feb 29 28	Mar 03 28
219	Install Blocking in Lower level Walls (LLRI)	2d	Mar 06 28	Mar 07 28
220	Install Lower Level Plumbing Rough Ins (LLRI)	10d	Mar 06 28	Mar 17 28

Line | Name | OD | Start | Finish

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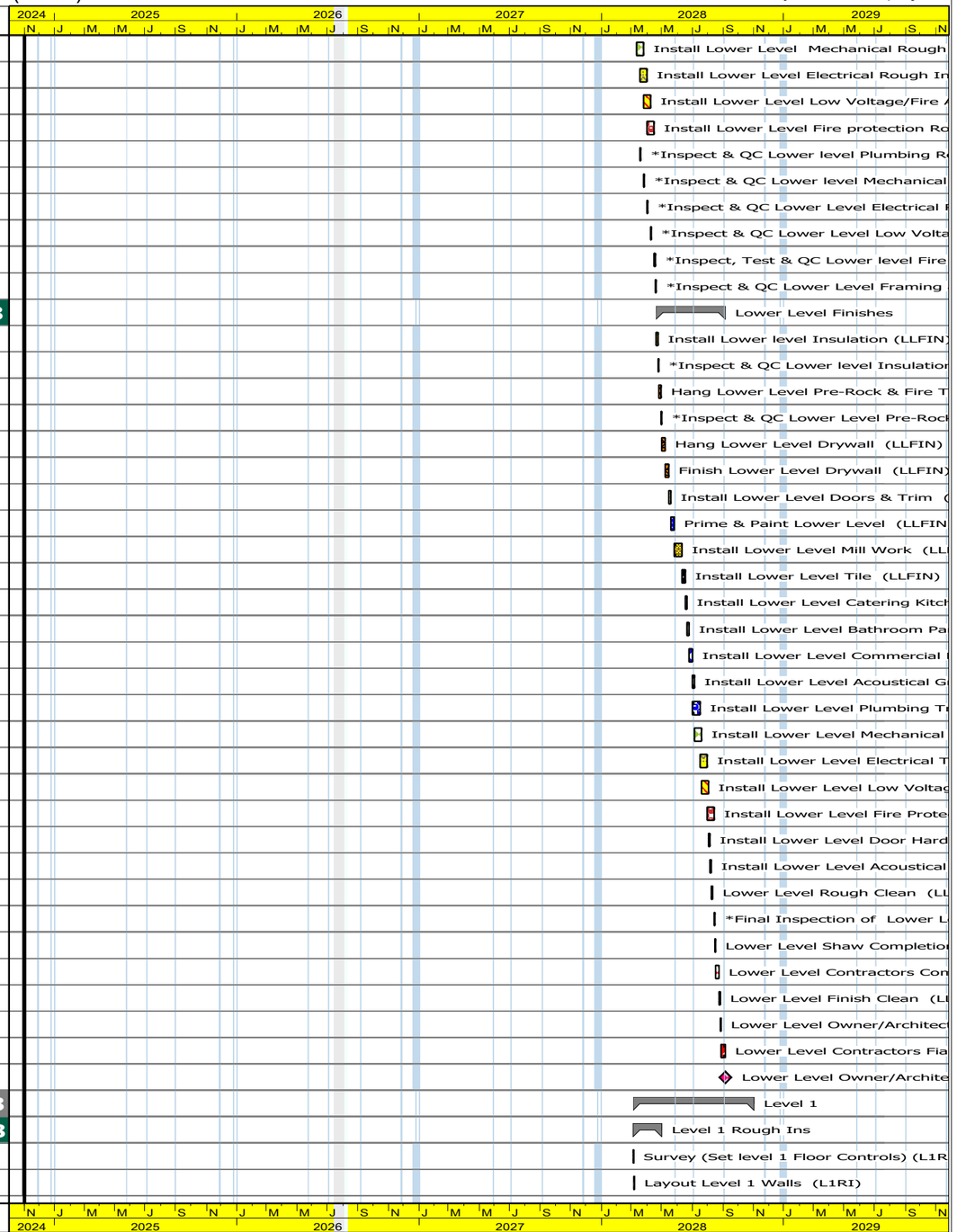
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
221	Install Lower Level Mechanical Rough Ins (LLRI)	10d	Mar 13 28	Mar 24 28
222	Install Lower Level Electrical Rough Ins (LLRI)	10d	Mar 20 28	Mar 31 28
223	Install Lower Level Low Voltage/Fire Alarm Rough Ins (LLRI)	10d	Mar 27 28	Apr 07 28
224	Install Lower Level Fire protection Rough Ins (LLRI)	10d	Apr 03 28	Apr 14 28
225	*Inspect & QC Lower level Plumbing Rough Ins (LLRI)	1d	Mar 20 28	Mar 20 28
226	*Inspect & QC Lower level Mechanical Rough Ins (LLRI)	1d	Mar 27 28	Mar 27 28
227	*Inspect & QC Lower Level Electrical Rough Ins (LLRI)	1d	Apr 03 28	Apr 03 28
228	*Inspect & QC Lower Level Low Voltage/Fire Alarm Rough Ins (LLRI)	1d	Apr 10 28	Apr 10 28
229	*Inspect, Test & QC Lower level Fire Protection (LLRI)	2d	Apr 17 28	Apr 18 28
230	*Inspect & QC Lower Level Framing & Pentrations Fire Caulk (LLRI)	1d	Apr 19 28	Apr 19 28
	Lower Level Finishes	**96d**	**Apr 20 28**	**Sep 06 28**
232	Install Lower level Insulation (LLFIN)	3d	Apr 20 28	Apr 24 28
233	*Inspect & QC Lower level Insulation (LLFIN)	1d	Apr 25 28	Apr 25 28
234	Hang Lower Level Pre-Rock & Fire Tape (LLFIN)	3d	Apr 26 28	Apr 28 28
235	*Inspect & QC Lower Level Pre-Rock (LLFIN)	1d	May 01 28	May 01 28
236	Hang Lower Level Drywall (LLFIN)	5d	May 02 28	May 08 28
237	Finish Lower Level Drywall (LLFIN)	5d	May 09 28	May 15 28
238	Install Lower Level Doors & Trim (LLFIN)	3d	May 16 28	May 18 28
239	Prime & Paint Lower Level (LLFIN)	5d	May 19 28	May 25 28
240	Install Lower Level Mill Work (LLFIN)	10d	May 26 28	Jun 09 28
241	Install Lower Level Tile (LLFIN)	5d	Jun 12 28	Jun 16 28
242	Install Lower Level Catering Kitchen FRP (LLFIN)	2d	Jun 19 28	Jun 20 28
243	Install Lower Level Bathroom Partitions & Accessories (LLFIN)	3d	Jun 21 28	Jun 23 28
244	Install Lower Level Commercial Kitchen Appliances (LLFIN)	5d	Jun 26 28	Jun 30 28
245	Install Lower Level Acoustical Grid (LLFIN)	2d	Jul 03 28	Jul 05 28
246	Install Lower Level Plumbing Trim Out & Connect Appliances (LLFIN)	10d	Jul 03 28	Jul 17 28
247	Install Lower Level Mechanical Trim Out & Connect Appliance (LLFIN)	10d	Jul 06 28	Jul 19 28
248	Install Lower Level Electrical Trim Out & Connect Appliances (LLFIN)	10d	Jul 18 28	Jul 31 28
249	Install Lower Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (LLFIN)	10d	Jul 20 28	Aug 02 28
250	Install Lower Level Fire Protection Trim Out & Connect Appliances (LLFIN)	10d	Aug 01 28	Aug 14 28
251	Install Lower Level Door Hardware & Accessories (LLFIN)	2d	Aug 03 28	Aug 04 28
252	Install Lower Level Acoustical Panels (LLFIN)	2d	Aug 07 28	Aug 08 28
253	Lower Level Rough Clean (LLFIN)	2d	Aug 09 28	Aug 10 28
254	*Final Inspection of Lower Level (LLFIN)	1d	Aug 15 28	Aug 15 28
255	Lower Level Shaw Completion List (LLFIN)	1d	Aug 16 28	Aug 16 28
256	Lower Level Contractors Completion Items (LLFIN)	5d	Aug 17 28	Aug 23 28
257	Lower Level Finish Clean (LLFIN)	2d	Aug 24 28	Aug 25 28
258	Lower Level Owner/Architect Punch List (LLFIN)	1d	Aug 28 28	Aug 28 28
259	Lower Level Contractors Fianl Corrections (LLFIN)	5d	Aug 29 28	Sep 05 28
260	Lower Level Owner/Architect Acceptance (LLFIN)	0d	Sep 06 28	Sep 06 28
	Level 1	**170d**	**Mar 06 28**	**Nov 02 28**
	Level 1 Rough Ins	**41d**	**Mar 06 28**	**May 01 28**
263	Survey (Set level 1 Floor Controls) (L1RI)	1d	Mar 06 28	Mar 06 28
264	Layout Level 1 Walls (L1RI)	1d	Mar 07 28	Mar 07 28



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Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
265	Install Level 1 Elevator CMU (L1RI)	3d	Mar 08 28	Mar 10 28
266	Frame Level 1 Walls (L1RI)	4d	Mar 13 28	Mar 16 28
267	Install Blocking in Level 1 Walls (L1RI)	5d	Mar 17 28	Mar 23 28
268	Install Level 1 Plumbing Rough Ins (L1RI)	10d	Mar 17 28	Mar 30 28
269	Install Level 1 Mechanical Rough Ins (L1RI)	10d	Mar 24 28	Apr 06 28
270	Install Level 1 Electrical Rough Ins (L1RI)	10d	Mar 31 28	Apr 13 28
271	Install Level 1 Low Voltage/Fire Alarm Rough Ins (L1RI)	10d	Apr 07 28	Apr 20 28
272	Install Level 1 Fire Protection Rough Ins (L1RI)	10d	Apr 14 28	Apr 27 28
273	*Inspect & QC Level 1 Plumbing Rough Ins (L1RI)	1d	Mar 31 28	Mar 31 28
274	*Inspect & QC Level 1 Mechanical Rough Ins (L1RI)	1d	Apr 07 28	Apr 07 28
275	*Inspect & QC Level 1 Electrical Rough Ins (L1RI)	1d	Apr 14 28	Apr 14 28
276	*Inspect & QC Level 1 Low Voltage/Fire Alarm Rough Ins (L1RI)	1d	Apr 21 28	Apr 21 28
277	*Inspect, Test & QC Level 1 Fire Protection (L1RI)	1d	Apr 28 28	Apr 28 28
278	*Inspect & QC Level 1 Framing & Pentrations Fire Caulk (L1RI)	1d	May 01 28	May 01 28
	Level 1 Finishes	**129d**	**May 02 28**	**Nov 02 28**
280	Set Platform for Ceiling Work (L1FIN)	5d	May 02 28	May 08 28
281	Install Level 1 Insulation (L1FIN)	4d	May 09 28	May 12 28
282	*Inspect & QC Level 1 Insulation (L1FIN)	1d	May 15 28	May 15 28
283	Hang Level 1 Pre-Rock & Fire Tape (L1FIN)	5d	May 16 28	May 22 28
284	*Inspect & QC Level 1 Pre-Rock (L1FIN)	1d	May 23 28	May 23 28
285	Hang Level 1 Drywall (L1FIN)	10d	May 16 28	May 30 28
286	Finish Level 1 Drywall (L1FIN)	10d	May 23 28	Jun 06 28
287	Install Level 1 Doors & Trim (L1FIN)	2d	Jun 07 28	Jun 08 28
288	Prime & Paint Level 1 (L1FIN)	5d	Jun 09 28	Jun 15 28
289	Install Level 1 Wall Mill Work (L1FIN)	8d	Jun 16 28	Jun 27 28
290	Install Level 1 Mill Work Furnishings (L1FIN)	7d	Jun 28 28	Jul 07 28
291	Install Level 1 Floor Tile (L1FIN)	8d	Jul 10 28	Jul 19 28
292	Install Level 1 Wall Tile Kitchen #1 & #2 (L1FIN)	5d	Jul 20 28	Jul 26 28
293	Install Level 1 Cabinetry (L1FIN)	4d	Jul 27 28	Aug 01 28
294	Install Counter Tops (L1FIN)	1d	Aug 02 28	Aug 02 28
295	Install Level 1 Kitchens Appliances (L1FIN)	5d	Aug 03 28	Aug 09 28
296	Install Level 2 & 3 Kitchens Appliances (L1FIN)	10d	Aug 10 28	Aug 23 28
297	Install Level 1 Acoustical Grid (L1FIN)	5d	Aug 24 28	Aug 30 28
298	Install Level 1 Plumbing Trim Out & Connect Appliances (L1FIN)	10d	Aug 24 28	Sep 07 28
299	Install Level 1 Mechanical Trim Out & Connect Appliance (L1FIN)	10d	Aug 31 28	Sep 14 28
300	Install Level 1 Electrical Trim Out & Connect Appliances (L1FIN)	10d	Sep 08 28	Sep 21 28
301	Install Level 1 Low Voltage/Fire Alarm Trim Out & Connect Appliances (L1FIN)	10d	Sep 15 28	Sep 28 28
302	Install Level 1 Fire Protection Trim Out & Connect Appliances (L1FIN)	10d	Sep 22 28	Oct 05 28
303	Install Level 1 Door Hardware & Accessories (L1FIN)	2d	Sep 29 28	Oct 02 28
304	Install Level 1 Acoustical Panels (L1FIN)	2d	Oct 03 28	Oct 04 28
305	Level 1 Rough Clean (L1FIN)	2d	Oct 06 28	Oct 09 28
306	*Final Inspection of Level 1 (L1FIN)	1d	Oct 10 28	Oct 10 28
307	Level 1 Shaw Completion List (L1FIN)	1d	Oct 11 28	Oct 11 28
308	Level 1 Contractors Completion Items (L1FIN)	5d	Oct 12 28	Oct 18 28

Line | Name | OD | Start | Finish

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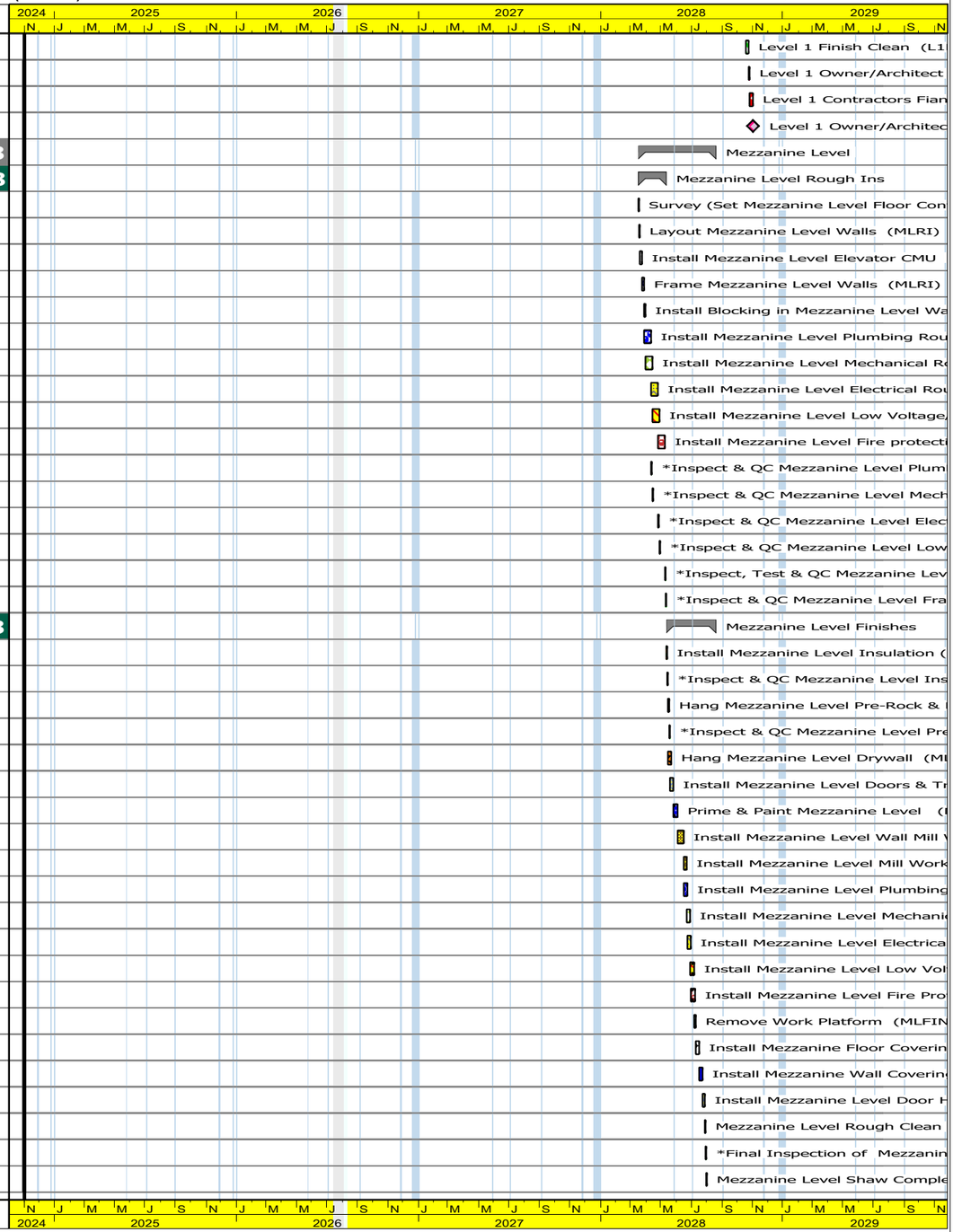
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
309	Level 1 Finish Clean (L1FIN)	4d	Oct 19 28	Oct 24 28
310	Level 1 Owner/Architect Punch List (L1FIN)	1d	Oct 25 28	Oct 25 28
311	Level 1 Contractors Fianl Corrections (L1FIN)	5d	Oct 26 28	Nov 01 28
312	Level 1 Owner/Architect Acceptance (L1FIN)	0d	Nov 02 28	Nov 02 28
	Mezzanine Level	**109d**	**Mar 17 28**	**Aug 21 28**
	Mezzanine Level Rough Ins	**40d**	**Mar 17 28**	**May 11 28**
315	Survey (Set Mezzanine Level Floor Controls) (MLRI)	1d	Mar 17 28	Mar 17 28
316	Layout Mezzanine Level Walls (MLRI)	1d	Mar 20 28	Mar 20 28
317	Install Mezzanine Level Elevator CMU (MLRI)	3d	Mar 21 28	Mar 23 28
318	Frame Mezzanine Level Walls (MLRI)	3d	Mar 24 28	Mar 28 28
319	Install Blocking in Mezzanine Level Walls (MLRI)	2d	Mar 29 28	Mar 30 28
320	Install Mezzanine Level Plumbing Rough Ins (MLRI)	10d	Mar 29 28	Apr 11 28
321	Install Mezzanine Level Mechanical Rough Ins (MLRI)	10d	Mar 31 28	Apr 13 28
322	Install Mezzanine Level Electrical Rough Ins (MLRI)	10d	Apr 12 28	Apr 25 28
323	Install Mezzanine Level Low Voltage/Fire Alarm Rough Ins (MLRI)	10d	Apr 14 28	Apr 27 28
324	Install Mezzanine Level Fire protection Rough Ins (MLRI)	10d	Apr 26 28	May 09 28
325	*Inspect & QC Mezzanine Level Plumbing Rough Ins (MLRI)	1d	Apr 12 28	Apr 12 28
326	*Inspect & QC Mezzanine Level Mechanical Rough Ins (MLRI)	1d	Apr 14 28	Apr 14 28
327	*Inspect & QC Mezzanine Level Electrical Rough Ins (MLRI)	1d	Apr 26 28	Apr 26 28
328	*Inspect & QC Mezzanine Level Low Voltage/Fire Alarm Rough Ins	1d	Apr 28 28	Apr 28 28
329	*Inspect, Test & QC Mezzanine Level Fire Protection (MLRI)	1d	May 10 28	May 10 28
330	*Inspect & QC Mezzanine Level Framing & Pentrations Fire Caulk	1d	May 11 28	May 11 28
	Mezzanine Level Finishes	**69d**	**May 12 28**	**Aug 21 28**
332	Install Mezzanine Level Insulation (MLFIN)	1d	May 12 28	May 12 28
333	*Inspect & QC Mezzanine Level Insulation (MLFIN)	1d	May 15 28	May 15 28
334	Hang Mezzanine Level Pre-Rock & Fire Tape (MLFIN)	2d	May 16 28	May 17 28
335	*Inspect & QC Mezzanine Level Pre-Rock (MLFIN)	1d	May 18 28	May 18 28
336	Hang Mezzanine Level Drywall (MLFIN)	5d	May 16 28	May 22 28
337	Install Mezzanine Level Doors & Trim (MLFIN)	5d	May 19 28	May 25 28
338	Prime & Paint Mezzanine Level (MLFIN)	5d	May 26 28	Jun 02 28
339	Install Mezzanine Level Wall Mill Work (MLFIN)	9d	Jun 05 28	Jun 15 28
340	Install Mezzanine Level Mill Work Furnishings (MLFIN)	4d	Jun 16 28	Jun 21 28
341	Install Mezzanine Level Plumbing Trim Out & Connect Appliances (MLFIN)	5d	Jun 16 28	Jun 22 28
342	Install Mezzanine Level Mechanical Trim Out & Connect Appliance (MLFIN)	5d	Jun 22 28	Jun 28 28
343	Install Mezzanine Level Electrical Trim Out & Connect Appliances	5d	Jun 23 28	Jun 29 28
344	Install Mezzanine Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (MLFIN)	5d	Jun 29 28	Jul 06 28
345	Install Mezzanine Level Fire Protection Trim Out & Connect Appliances (MLFIN)	5d	Jun 30 28	Jul 07 28
346	Remove Work Platform (MLFIN)	2d	Jul 07 28	Jul 10 28
347	Install Mezzanine Floor Coverings (MLFIN)	5d	Jul 11 28	Jul 17 28
348	Install Mezzanine Wall Coverings (MLFIN)	5d	Jul 18 28	Jul 24 28
349	Install Mezzanine Level Door Hardware & Accessories (MLFIN)	3d	Jul 25 28	Jul 27 28
350	Mezzanine Level Rough Clean (MLFIN)	1d	Jul 28 28	Jul 28 28
351	*Final Inspection of Mezzanine Level (MLFIN)	1d	Jul 31 28	Jul 31 28
352	Mezzanine Level Shaw Completion List (MLFIN)	1d	Aug 01 28	Aug 01 28



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Aspen Armory Construction Schedule

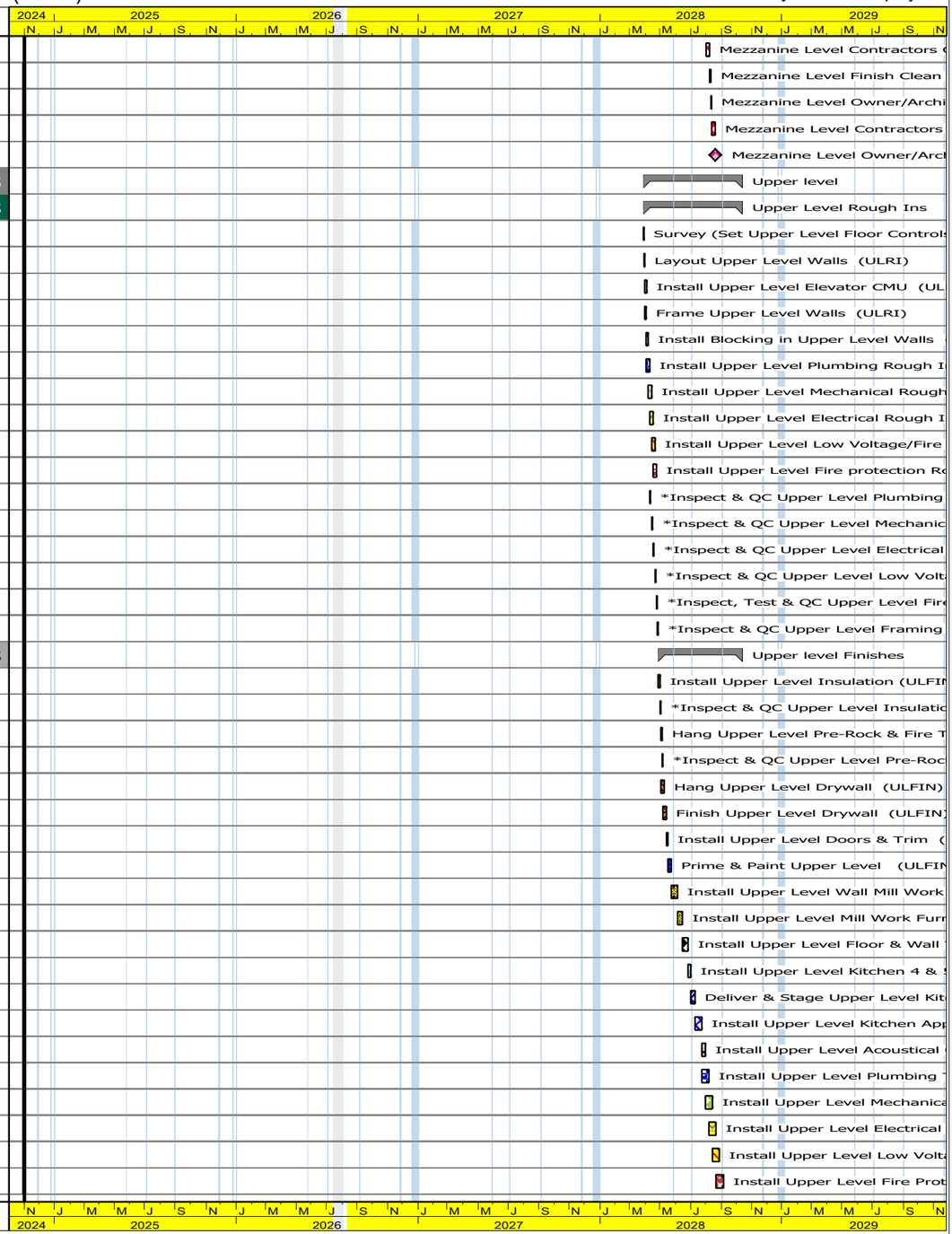
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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
353	Mezzanine Level Contractors Completion Items (MLFIN)	5d	Aug 02 28	Aug 08 28
354	Mezzanine Level Finish Clean (MLFIN)	2d	Aug 09 28	Aug 10 28
355	Mezzanine Level Owner/Architect Punch List (MLFIN)	1d	Aug 11 28	Aug 11 28
356	Mezzanine Level Contractors Fianl Corrections (MLFIN)	5d	Aug 14 28	Aug 18 28
357	Mezzanine Level Owner/Architect Acceptance (MLFIN)	0d	Aug 21 28	Aug 21 28
	Upper level	**139d**	**Mar 29 28**	**Oct 13 28**
	Upper Level Rough Ins	**139d**	**Mar 29 28**	**Oct 13 28**
360	Survey (Set Upper Level Floor Controls) (ULRI)	1d	Mar 29 28	Mar 29 28
361	Layout Upper Level Walls (ULRI)	1d	Mar 30 28	Mar 30 28
362	Install Upper Level Elevator CMU (ULRI)	3d	Mar 31 28	Apr 04 28
363	Frame Upper Level Walls (ULRI)	2d	Mar 31 28	Apr 03 28
364	Install Blocking in Upper Level Walls (ULRI)	3d	Apr 04 28	Apr 06 28
365	Install Upper Level Plumbing Rough Ins (ULRI)	5d	Apr 04 28	Apr 10 28
366	Install Upper Level Mechanical Rough Ins (ULRI)	5d	Apr 07 28	Apr 13 28
367	Install Upper Level Electrical Rough Ins	5d	Apr 11 28	Apr 17 28
368	Install Upper Level Low Voltage/Fire Alarm Rough Ins (ULRI)	5d	Apr 14 28	Apr 20 28
369	Install Upper Level Fire protection Rough Ins (ULRI)	5d	Apr 18 28	Apr 24 28
370	*Inspect & QC Upper Level Plumbing Rough Ins (ULRI)	1d	Apr 11 28	Apr 11 28
371	*Inspect & QC Upper Level Mechanical Rough Ins (ULRI)	1d	Apr 14 28	Apr 14 28
372	*Inspect & QC Upper Level Electrical Rough Ins (ULRI)	1d	Apr 18 28	Apr 18 28
373	*Inspect & QC Upper Level Low Voltage/Fire Alarm Rough Ins (ULRI)	1d	Apr 21 28	Apr 21 28
374	*Inspect, Test & QC Upper Level Fire Protection (ULRI)	1d	Apr 25 28	Apr 25 28
375	*Inspect & QC Upper Level Framing & Pentrations Fire Caulk (ULRI)	1d	Apr 26 28	Apr 26 28
376	**Upper level Finishes**	**118d**	**Apr 27 28**	**Oct 13 28**
377	Install Upper Level Insulation (ULFIN)	3d	Apr 27 28	May 01 28
378	*Inspect & QC Upper Level Insulation (ULFIN)	1d	May 02 28	May 02 28
379	Hang Upper Level Pre-Rock & Fire Tape (ULFIN)	2d	May 03 28	May 04 28
380	*Inspect & QC Upper Level Pre-Rock (ULFIN)	1d	May 05 28	May 05 28
381	Hang Upper Level Drywall (ULFIN)	5d	May 03 28	May 09 28
382	Finish Upper Level Drywall (ULFIN)	5d	May 08 28	May 12 28
383	Install Upper Level Doors & Trim (ULFIN)	2d	May 15 28	May 16 28
384	Prime & Paint Upper Level (ULFIN)	5d	May 17 28	May 23 28
385	Install Upper Level Wall Mill Work (ULFIN)	8d	May 24 28	Jun 05 28
386	Install Upper Level Mill Work Furnishings (ULFIN)	7d	Jun 06 28	Jun 14 28
387	Install Upper Level Floor & Wall Tile (ULFIN)	8d	Jun 15 28	Jun 26 28
388	Install Upper Level Kitchen 4 & 5 FRP (ULFIN)	4d	Jun 27 28	Jun 30 28
389	Deliver & Stage Upper Level Kitchen Appliances (ULFIN)	5d	Jul 03 28	Jul 10 28
390	Install Upper Level Kitchen Appliances (ULFIN)	10d	Jul 11 28	Jul 24 28
391	Install Upper Level Acoustical Grid (ULFIN)	5d	Jul 25 28	Jul 31 28
392	Install Upper Level Plumbing Trim Out & Connect Appliances	10d	Jul 25 28	Aug 07 28
393	Install Upper Level Mechanical Trim Out & Connect Appliance (ULFIN)	10d	Aug 01 28	Aug 14 28
394	Install Upper Level Electrical Trim Out & Connect Appliances (ULFIN)	10d	Aug 08 28	Aug 21 28
395	Install Upper Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (ULFIN)	10d	Aug 15 28	Aug 28 28
396	Install Upper Level Fire Protection Trim Out & Connect Appliances (ULFIN)	10d	Aug 22 28	Sep 05 28

| Line | Name | OD | Start | Finish |



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Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
397	Install Upper Level Door Hardware & Accessories (ULFIN)	5d	Sep 06 28	Sep 12 28
398	Install Upper Level Acoustical Panels (ULFIN)	2d	Sep 13 28	Sep 14 28
399	Upper Level Rough Clean (ULFIN)	2d	Sep 15 28	Sep 18 28
400	*Final Inspection of Upper Level (ULFIN)	1d	Sep 19 28	Sep 19 28
401	Upper Level Shaw Completion List (ULFIN)	1d	Sep 20 28	Sep 20 28
402	Upper Level Contractors Completion Items (ULFIN)	5d	Sep 21 28	Sep 27 28
403	Upper Level Finish Clean (ULFIN)	5d	Sep 28 28	Oct 04 28
404	Upper Level Owner/Architect Punch List (ULFIN)	1d	Oct 05 28	Oct 05 28
405	Upper Level Contractors Fianl Corrections (ULFIN)	5d	Oct 06 28	Oct 12 28
406	Upper Level Owner/Architect Acceptance (ULFIN)	0d	Oct 13 28	Oct 13 28
	Conveying	**275d**	**Sep 03 27**	**Oct 03 28**
	Elevator (4 Stops)	**50d**	**Apr 05 28**	**Jun 14 28**
409	Mobilze & Material Delivery	3d	Apr 05 28	Apr 07 28
410	Install Work Platform	3d	Apr 10 28	Apr 12 28
411	Install Rails	5d	Apr 13 28	Apr 19 28
412	Set Mechine & Controls	3d	Apr 20 28	Apr 24 28
413	Install Levels Door Frames & Doors	8d	Apr 25 28	May 04 28
414	Build Car	5d	May 05 28	May 11 28
415	Install Interiors	5d	May 12 28	May 18 28
416	Install Pit Ladder	1d	May 19 28	May 19 28
417	Install Pump Pump & Pipe In	2d	May 22 28	May 23 28
418	Install Electrical & Fire Alarm	2d	May 24 28	May 25 28
419	Install Fire Protection	2d	May 26 28	May 30 28
420	Install Floor Covering	2d	May 31 28	Jun 01 28
421	Adjust Elevator	5d	Jun 02 28	Jun 08 28
422	Pre-Test Elevator for State Inspection	4d	Jun 09 28	Jun 14 28
	Stairways	**275d**	**Sep 03 27**	**Oct 03 28**
	Vistors Center Staiway (L.L to L1)	**17d**	**Sep 03 27**	**Sep 28 27**
425	F/R Concrete Staiway V.C.	5d	Sep 03 27	Sep 10 27
426	*Inspect & QC Concrete Stairway V.C.	1d	Sep 13 27	Sep 13 27
427	Case Concrete Stairway V.C.	1d	Sep 14 27	Sep 14 27
428	Install Metal Guard & Grab Railing V.C.	5d	Sep 15 27	Sep 21 27
429	Paint V.C. Stairwell V.C.	3d	Sep 22 27	Sep 24 27
430	Install Lighting & Fire Alarm V.C.	2d	Sep 27 27	Sep 28 27
	Central Stairway (L1 - Upper Level)	**60d**	**Jul 11 28**	**Oct 03 28**
432	Frame Central Stairway Walls & Stringers (CLS)	10d	Jul 11 28	Jul 24 28
433	Install Framing Treads & Risers (CLS)	5d	Jul 25 28	Jul 31 28
434	Install Wall Finishes Central Stairway (CLS)	7d	Aug 01 28	Aug 09 28
435	Install Finish Treads & Risers Central Stairway (CLS)	8d	Aug 10 28	Aug 21 28
436	Install Mill Work for Central Stairway (CLS)	10d	Aug 22 28	Sep 05 28
437	Install Guard & Grab Rails for Central Stairway (CLS)	10d	Sep 06 28	Sep 19 28
438	Install Finish Central Stairway (CLS)	10d	Sep 20 28	Oct 03 28
	Egree Stairway (L.L. to Upper Level)	**46d**	**Feb 09 28**	**Apr 12 28**
440	Frame Egrees Stairway (LLS)	10d	Feb 09 28	Feb 22 28

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Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
441	Install Finishes Stringers, Treads & Risers (LLS)	10d	Feb 23 28	Mar 07 28
442	Install Stairways Underside Finishes (LLS)	5d	Mar 08 28	Mar 14 28
443	Install Guard & Grab Railings (LLS)	10d	Mar 15 28	Mar 28 28
444	Install Finish for Egree Stairway (LLS)	8d	Mar 29 28	Apr 07 28
445	Install Lighting & Fire Alarm for Egree Stairway (LLS)	3d	Apr 10 28	Apr 12 28
	Final Sitework	**114d**	**Apr 14 28**	**Sep 25 28**
	Site Hardscapes	**114d**	**Apr 14 28**	**Sep 25 28**
	Park Hardscape Improvements	**78d**	**May 18 28**	**Sep 07 28**
449	Excavate & Install Park Exterior Lighting & Irrigation Sleves	3d	May 18 28	May 22 28
450	Excavate & Install Park Storm Drainage Branch Lines	2d	May 23 28	May 24 28
451	Cut Parks Final Contour Grades	3d	May 25 28	May 30 28
452	Survey (Set Controls for Parks Exterior Deck)	1d	May 31 28	May 31 28
453	Vac Excavate for Parks Elevated Deck Piers	5d	Jun 01 28	Jun 07 28
454	*COA Forester/Parks Inspection	1d	Jun 08 28	Jun 08 28
455	F/R & Set Embeds Parks Elevated Deck	3d	Jun 09 28	Jun 13 28
456	*Inspect & QC Parks Elevated Deck Piers Reinforcing	2d	Jun 14 28	Jun 15 28
457	Cast Parks Elevated Deck Piers	2d	Jun 16 28	Jun 19 28
458	Set Parks Elevated Decks Structure Steel	8d	Jun 20 28	Jun 29 28
459	*Inspect & QC Decks Structure Steel	1d	Jun 30 28	Jun 30 28
460	Install Elevated Deck & Stairs Pre-Fabricated Grating	5d	Jul 03 28	Jul 10 28
461	Install Elevated Decks Railings	5d	Jul 11 28	Jul 17 28
462	Install Elevated Decks Monumental Park Signage	1d	Jul 18 28	Jul 18 28
463	Survey (Set Controls for Stage)	1d	Jul 19 28	Jul 19 28
464	Excavate & Compact for Stage Footings	2d	Jul 20 28	Jul 21 28
465	*Geo Tec Testing for Stage Footings	1d	Jul 24 28	Jul 24 28
466	F/R Stage Footings	1d	Jul 25 28	Jul 25 28
467	*Inspect & QC Stage Footings Reinforcing	1d	Jul 26 28	Jul 26 28
468	Cast Stage Footings	1d	Jul 27 28	Jul 27 28
469	F/R Stages Stem walls	2d	Jul 28 28	Jul 31 28
470	*Inspect & QC Stages Stem Walls	1d	Aug 01 28	Aug 01 28
471	Cast Stages Stem Walls	1d	Aug 02 28	Aug 02 28
472	Back Fill & Comapct Stage Foundation	2d	Aug 03 28	Aug 04 28
473	F/R Stages S.O.G.	1d	Aug 07 28	Aug 07 28
474	*Inspect & QC Stages S.O.G. Reinforcing	1d	Aug 08 28	Aug 08 28
475	Case Stages S.O.G.	1d	Aug 09 28	Aug 09 28
476	Construct Stage Structure Steel Frame	3d	Aug 10 28	Aug 14 28
477	Install Stages Finishes	3d	Aug 15 28	Aug 17 28
478	Excavate & Install Site Light Conduits	3d	Aug 18 28	Aug 22 28
479	Excavate & Install Irrigation Lines	3d	Aug 23 28	Aug 25 28
480	Fine Grade and Base for Parks Pavers	3d	Aug 28 28	Aug 30 28
481	Install Parks Pavers	5d	Aug 31 28	Sep 07 28
	Buildings Hardscape Improvements	**80d**	**Apr 14 28**	**Aug 07 28**
483	Survey (Set Controls for Hardscapes)	1d	Apr 14 28	Apr 14 28
484	Excavate & Install Exterior Lighting & Irrigation Sleves	4d	Apr 17 28	Apr 20 28

Line | Name | OD | Start | Finish

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Aspen Armory Construction Schedule

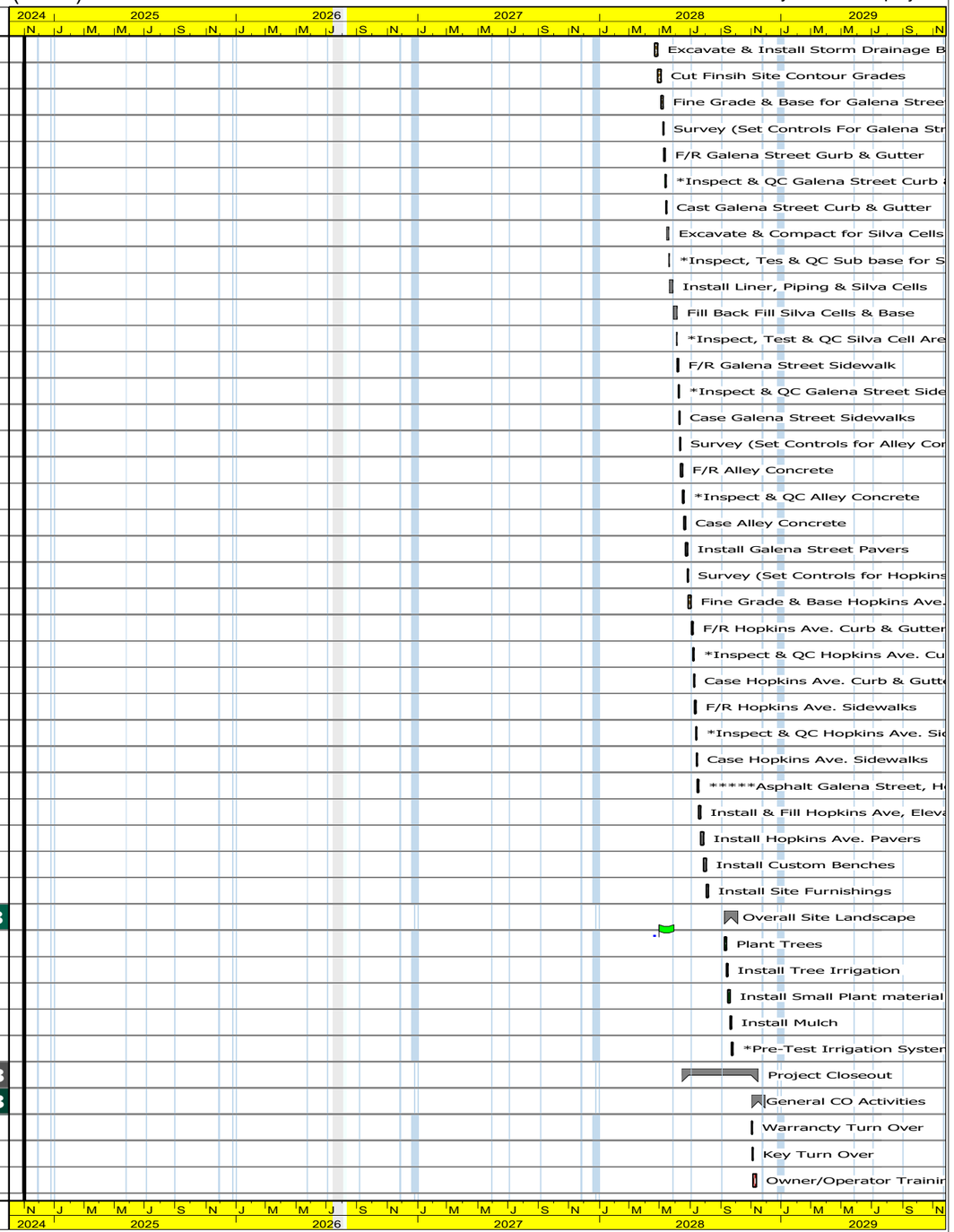
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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
485	Excavate & Install Storm Drainage Branch Lines	4d	Apr 21 28	Apr 26 28
486	Cut Finsih Site Contour Grades	5d	Apr 27 28	May 03 28
487	Fine Grade & Base for Galena Street Curb, Gutter & Sidewalks	3d	May 04 28	May 08 28
488	Survey (Set Controls For Galena Streets Gurb, Gutter & Sidewalks)	1d	May 09 28	May 09 28
489	F/R Galena Street Gurb & Gutter	2d	May 10 28	May 11 28
490	*Inspect & QC Galena Street Curb & Gutter	1d	May 12 28	May 12 28
491	Cast Galena Street Curb & Gutter	1d	May 15 28	May 15 28
492	Excavate & Compact for Silva Cells	3d	May 16 28	May 18 28
493	*Inspect, Tes & QC Sub base for Silva Cells	1d	May 19 28	May 19 28
494	Install Liner, Piping & Silva Cells	5d	May 22 28	May 26 28
495	Fill Back Fill Silva Cells & Base	5d	May 30 28	Jun 05 28
496	*Inspect, Test & QC Silva Cell Area	1d	Jun 05 28	Jun 05 28
497	F/R Galena Street Sidewalk	2d	Jun 06 28	Jun 07 28
498	*Inspect & QC Galena Street Sidewalks	1d	Jun 08 28	Jun 08 28
499	Case Galena Street Sidewalks	1d	Jun 09 28	Jun 09 28
500	Survey (Set Controls for Alley Concrete)	1d	Jun 12 28	Jun 12 28
501	F/R Alley Concrete	3d	Jun 13 28	Jun 15 28
502	*Inspect & QC Alley Concrete	2d	Jun 16 28	Jun 19 28
503	Case Alley Concrete	2d	Jun 20 28	Jun 21 28
504	Install Galena Street Pavers	3d	Jun 22 28	Jun 26 28
505	Survey (Set Controls for Hopkins Ave. Planters & Sidewalks)	1d	Jun 27 28	Jun 27 28
506	Fine Grade & Base Hopkins Ave. Gurb, Gutter & Sidewalks	4d	Jun 28 28	Jul 03 28
507	F/R Hopkins Ave. Curb & Gutter	2d	Jul 05 28	Jul 06 28
508	*Inspect & QC Hopkins Ave. Curb & Gutter	1d	Jul 07 28	Jul 07 28
509	Case Hopkins Ave. Curb & Gutter	1d	Jul 10 28	Jul 10 28
510	F/R Hopkins Ave. Sidewalks	2d	Jul 11 28	Jul 12 28
511	*Inspect & QC Hopkins Ave. Sidewalks	1d	Jul 13 28	Jul 13 28
512	Case Hopkins Ave. Sidewalks	1d	Jul 14 28	Jul 14 28
513	*****Asphalt Galena Street, Hopkins Ave. & Alley	2d	Jul 17 28	Jul 18 28
514	Install & Fill Hopkins Ave, Elevated Planters	3d	Jul 19 28	Jul 21 28
515	Install Hopkins Ave. Pavers	4d	Jul 24 28	Jul 27 28
516	Install Custom Benches	4d	Jul 28 28	Aug 02 28
517	Install Site Furnishings	3d	Aug 03 28	Aug 07 28
	Overall Site Landscape	**12d**	**Sep 08 28**	**Sep 25 28**
519	Plant Trees	3d	Sep 08 28 *	Sep 12 28
520	Install Tree Irrigation	2d	Sep 13 28	Sep 14 28
521	Install Small Plant material	3d	Sep 15 28	Sep 19 28
522	Install Mulch	2d	Sep 20 28	Sep 21 28
523	*Pre-Test Irrigation System (Wels Compliance)	2d	Sep 22 28	Sep 25 28
	Project Closeout	**107d**	**Jun 15 28**	**Nov 14 28**
	General CO Activities	**7d**	**Nov 02 28**	**Nov 10 28**
526	Warrancty Turn Over	1d	Nov 02 28	Nov 02 28
527	Key Turn Over	1d	Nov 03 28	Nov 03 28
528	Owner/Operator Training	5d	Nov 06 28	Nov 10 28

Line | Name | OD | Start | Finish



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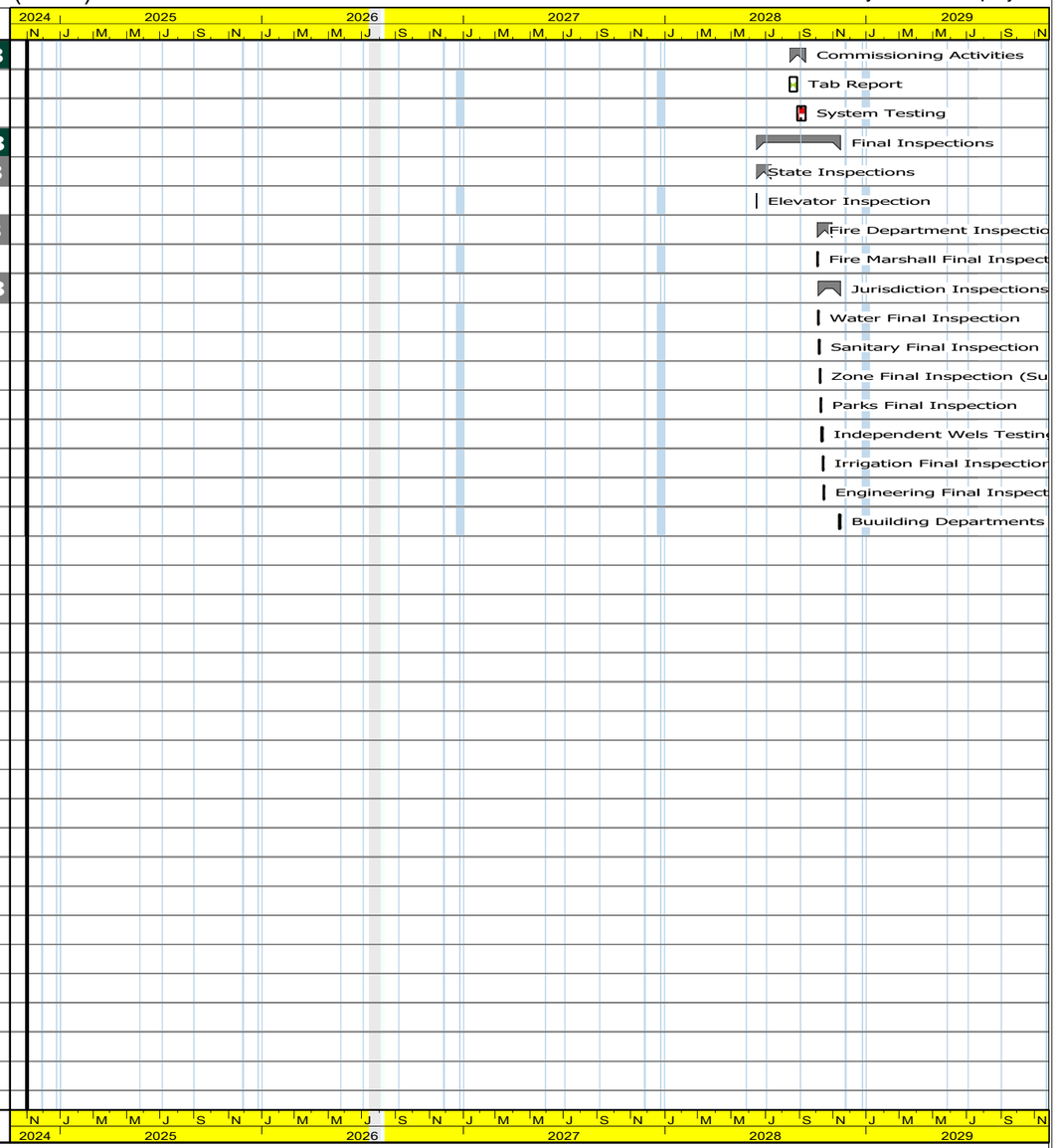
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Commissioning Activities	**20d**	**Aug 15 28**	**Sep 12 28**
530	Tab Report	10d	Aug 15 28	Aug 28 28
531	System Testing	10d	Aug 29 28	Sep 12 28
	Final Inspections	**107d**	**Jun 15 28**	**Nov 14 28**
	State Inspections	**1d**	**Jun 15 28**	**Jun 15 28**
534	Elevator Inspection	1d	Jun 15 28	Jun 15 28
	Fire Department Inspections	**1d**	**Oct 04 28**	**Oct 04 28**
536	Fire Marshall Final Inspection	1d	Oct 04 28	Oct 04 28
	Jurisdiction Inspections	**29d**	**Oct 05 28**	**Nov 14 28**
538	Water Final Inspection	1d	Oct 05 28	Oct 05 28
539	Sanitary Final Inspection	1d	Oct 06 28	Oct 06 28
540	Zone Final Inspection (Submit T.O.P. Survey Table Early)	1d	Oct 09 28	Oct 09 28
541	Parks Final Inspection	1d	Oct 10 28	Oct 10 28
542	Independent Wels Testing & Report	2d	Oct 11 28	Oct 12 28
543	Irrigation Final Inspection	1d	Oct 13 28	Oct 13 28
544	Engineering Final Inspection	1d	Oct 16 28	Oct 16 28
545	Buuilding Departments Final Inspection (Certificate of Occupancy)	2d	Nov 13 28	Nov 14 28



Responsibility,Impacts

Demo, MEPF Contractors, S.O.E. (Piles), Structureual Movers, Masonary, Finish Carpentry

Commercial Kitchen, Cleaners, All Contractors, SHAW, WEATHER IMPACT, Owner, Architect

Engineer, Inspections, Dirtwork, Outside Power, Concrete, Structural Steel, Framing, Ext Skin, Roofing

Windows, Insulation, Mechanical, Plumbing, Electrician, Fire Alarm, Fire Sprinkler, Drywall, Ceiling Grid & Tile

Flooring, Painter, Millwork & Casework, Doors, Frames, Hardware, Elevator, Site Hardscapes, Site Landscaping, Paving

Calendar Exceptions

Holiday

SHAW CONSTRUCTION Since 1962

Owner: Shaw Construction

Progress Period (Data Date): 11/1/2024

Start Date: 11/1/2024
Finish Date: 11/19/2028

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

SHAW CONSTRUCTION

Pending Change Order
No. 002

Aspen Armory Hall
130 S Galena
Aspen, CO 81611

Project No: 20494-

PCO No. 002 Builders Risk Policy **Date Sent: 8/28/2026**

Transmitted To:

Ben Levenson, Senior Project Manager
Aspen, City of
427 Rio Grande Pl
Aspen, CO 81611

From:

James de la Garza, Project Manager
Shaw Construction LLC
Tel: 720-584-2532
Fax:
Email: jamesdelagarza@shawconstruction.net

Description of Proposal:

Per 11.2.2 of the AIA A201 General Conditions, Owner does not intend to purchase property insurance and is electing to have Contractor procure such insurances that will protect the interest of the Contractor, Subcontractors and sub-Subcontractors in the Work by appropriate Change Order. All other terms of Article 11.2 Owner's Insurance remain unchanged. Contractor's policy excludes any Optional Extended Project Insurances as defined in Article A.2.4 of the AIA A102-2017 Exhibit A.

The total cost for the Builder's Risk Policy per the attached documents is $515,718.17. This amount will change if there are any future changes to the contract value or the project duration which will be billed out at a rate of 1.16% to any additional costs.

Cost Summary for Item : 1 Builders Risk Policy

Phase	Description	Quantity	Unit Price	Amount
019101- -002	Builders Risk Policy	1 LS	515,718.17	515,718.17
			Net Total for Item 1:	**$515,718.17**

Description	Percentage	Amount
Performance Bond	0.83%	4,280.46
Fee	4.00%	20,799.95
	Subtotal:	**$25,080.41**

Total Item #1: **$540,798.58**

Time Extension: **NONE**

Grand Total PCO #002: **$540,798.58**

Total Time Extension: **NONE**

Submitted By: *Shaw Construction LLC*

Signature James de la Garza Digitally signed by James de la Garza DN: C=US, E=jamesdelagarza@shawconstruction.net, O=Shaw Construction, CN=James de la Garza Date: 2026.08.28 09:12:31-06'00' Date 8/28/26

Name *James de la Garza, Project Manager*

Authorized By: Aspen, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature _____ Date _____

Name *Ben Levenson, Senior Project Manager*

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

MOODY
INSURANCE AGENCY

INVOICE

Customer	Shaw Construction Holdings LLC
Acct #	2705
Date	08/25/2026
Customer Service	Lindsey Murray, CIC, CRM
Page	1 of 1

Payment Information	
Invoice Summary	$ 515,718.17
Payment Amount	
Payment for:	Invoice#735157
TBD	

Shaw Construction Holdings LLC
300 Kalamath St
Denver, CO 80223-1150

Thank You

Please detach and return with payment

Customer: Shaw Construction Holdings LLC

Invoice	Effective	Transaction	Description	Amount
735157	08/19/2026	New business	Policy #TBD 08/19/2026-12/20/2028 Lloyd's of London	
			BR- The Armory - BR - The Armory	484,848.00
			Policy Fee - BR - The Armory	15,000.00
			SLAS/Broker - BR - The Armory	874.73
			Surplus Lines Tax - BR - The Armory	14,995.44

Total
$ 515,718.17

Thank You

Moody Insurance Agency, Inc.
8055 East Tufts Avenue Suite 1000
Denver, CO 80237

(303)824-6600
info@moodyins.com

Date
08/25/2026

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

MOODY
INSURANCE AGENCY

Builders Risk Proposal

Shaw Construction Holdings LLC
The Armory

*Revised 8/7/2026

Moody Insurance Agency |8055 East Tufts Avenue Suite 1000 |Denver, CO 80237 | (303)824-6600

This summary is not intended to supersede the carrier quotes, binder or policy. This does not include all terms, coverage, exclusions, limitations or conditions contained in the policy

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

Builders Risk Premium Summary Option 1 - NO EXISTING STURCTURE COVERAGE

The project entails an existing 4 story, 130+ year old historic building in downtown Aspen constructed out of 3-wythe brick masonry structural exterior walls, that we will be lifting in the air and constructing a completely new structural foundation and setting the building back down on top of, then proceed to remodel the interior structure and interior spaces of the building.

07/06/2026 - 11/6/2028

Builder's Risk

Carrier	Approx. Percentage	Participation	Term Premium*	Fees	Subtotal Premium	Surplus Lines Taxes & Fees	Total Term Premium
Price Forbes	100%	$44,684,905	$484,848	$15,000	**$499,848**	$15,870	$515,718
Total Program	**100%**	**$44,684,905**	**$484,848**	**$15,000**	**$499,848**	**$15,870**	**$515,718**

Builder's Risk Values:

Hard Costs	$ 44,684,905
Soft Costs	Not Covered
Loss of Rental Income	Not Covered
TOTAL	$ 44,684,905

***TRIA is available via a monoline option

Minimum Earned Premium **35%**

Rates:

Annual Rate/ $100	$0.46
Term Rate	$1.09
Term	854

Deductibles:

AOP	**$50,000**
Earth Movement	**NCP**
Flood	**NCP**
Wind/Hail	**$50,000**
Water Damage	**$150,000**
Named Storm	**$50,000**
Soft Cost	**NCP**

NOTE: Any change in term or values will result in re-rating.

CITY OF ASPEN

STAFF REPORT

TO: Mayor and City Council

FROM: Wyatt Young, Project Manager II
PJ Murray, PE, Clean River Program & Stormwater Manager

THROUGH: Tricia Aragon, PE, City Engineer
Erin Loughlin, PE, Utilities Director
Daniel Lawson, Public Works Director

MEETING DATE: September 15th, 2026

SUBJECT: Resolution #111 and #112, Series of 2026, Main Street Inlet and Pedestrian Improvements Project, Supplemental Funding and Expanded Culvert-Lining Scope

---

INTENDED OUTCOME:
If approved, the City will rehabilitate deteriorated culverts beneath Main Street at 3rd, 5th, and 6th Streets, reducing the risk associated with continued culvert deterioration and allowing the planned stormwater inlet replacements to proceed.

Approval will also restore project contingency previously used to complete the 6th Street culvert lining so that contingency remains available for other unforeseen conditions associated with the Main Street Inlet and Pedestrian Improvements Project.

If not approved, staff will be unable to proceed with the planned inlet replacements at the affected locations without identifying another solution for the deteriorated culverts. The existing culverts would also remain a potential risk to the Main Street roadway.

EXECUTIVE SUMMARY:

Staff requests that City Council approve Resolutions #111 and #112, Series of 2026, authorizing a change order with Stutsman Gerbaz Inc. in the amount of $181,402.15 and $27,210.32 in contingency for the added culvert rehabilitation scope. These funds, plus restoration of $90,411.01 in project contingency previously spent, equates to a total request of $299,023.48.

During construction of the Main Street Inlet and Pedestrian Improvements Project, staff identified deterioration of existing culverts beneath Main Street. Transverse cracking is visible in the pavement at the culvert crossings, indicating roadway distress at these locations. Continued culvert deterioration creates the potential for pavement failure, including the potential for potholes. The culverts at 3rd and 5th Streets are also located immediately adjacent to planned stormwater inlet replacements. Staff cannot reasonably proceed with those inlet improvements without first addressing the condition of the underlying ditch infrastructure.

The 6th Street culvert was lined using existing project contingency so construction could continue. The supplemental request restores the contingency used for that work and funds the remaining culvert rehabilitation.

DISCUSSION:
The Main Street Inlet and Pedestrian Improvements Project includes replacement of aging stormwater infrastructure and reconstruction of deficient pedestrian ramps along Main Street. During construction, staff identified deterioration of culverts beneath Main Street at 3rd, 5th, and 6th Streets.

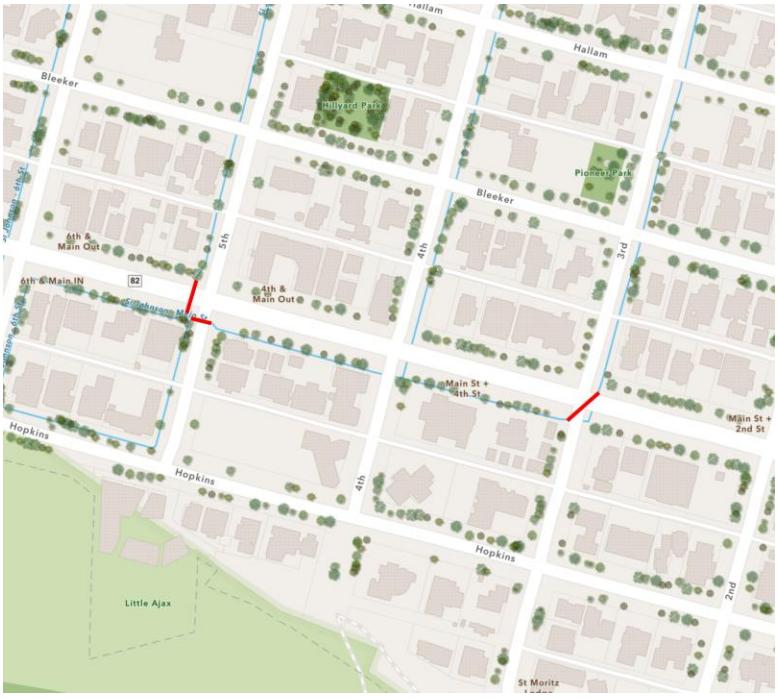


Figure 1 – Main Street culvert lining locations at 3rd and 5th Streets

Transverse cracking is visible in the pavement at the culvert crossings, indicating distress at these locations. The lining is intended to rehabilitate the deteriorated pipe and reduce the risk of more significant localized failure. The culverts at 3rd and 5th Streets are immediately adjacent to planned inlet replacements and must be rehabilitated before the inlet work can proceed.

At 6th Street, staff used existing project contingency to complete trenchless lining so construction could continue. The requested change order includes funding for that completed work, along with lining at 3rd and 5th Streets. Restoring the 6th Street expenditure will preserve the project contingency for other unforeseen conditions that may arise during construction.

Staff recommends trenchless pipe lining because it does not require open-cut trenching across Main Street. The work also includes modifications to existing headgates and access points necessary to provide access for pipe cleaning, inspection, and liner installation. Work at 3rd and 5th Streets may occur in fall 2026 or spring 2027 depending on ditch operations, weather, access, and field conditions.

BASIS FOR VENDOR SELECTION:

The City selected Stutsman Gerbaz Inc. through a competitive Request for Proposals process for design-build services for the Main Street Inlet and Pedestrian Improvements Project. Stutsman Gerbaz Inc. is the project's general contractor and is responsible for coordinating construction, traffic control, pedestrian access, ditch-flow management, utility conflicts, excavation, and restoration, while American West Construction is its specialty subcontractor for culvert cleaning, camera inspection, and pipe lining. The proposed change order will maintain a single point of contractual responsibility and allow the added work to be coordinated with construction already underway along Main Street.

FINANCIAL IMPACTS:

The supplemental funding request totals $299,023.48. This includes $271,813.16 for culvert investigation and rehabilitation and $27,210.32 for a 15% contingency specific to the added culvert scope.

The existing project contingency was established for the original Main Street inlet and pedestrian improvement scope. The 6th Street culvert lining, totaling $90,411.01, was completed using that contingency so construction could continue. The supplemental request restores the amount used for the 6th Street work and establishes a separate

contingency for unforeseen conditions associated with the added culvert rehabilitation scope.

Staff recommends funding the $299,023.48 supplemental request from the AMP Fund through the 2026 Fall Supplemental budget process.

Previously Approved Project Costs	Amount
Phase I Design	$106,050.00
Phase II Construction	$697,606.56
Construction Management	$86,383.90
As-Needed Preconstruction Services	$26,000.00
As-Needed Material Testing	$21,390.00
Original Project Contingency (15%)	$124,707.07
Total Previously Approved Project Costs	**$1,062,137.53**

Additional Culvert Rehabilitation Scope	Amount
6th Street Culvert Rehabilitation	$90,411.01
3rd & 5th Street Culvert Investigation and Rehabilitation	$181,402.15
Subtotal – Culvert Rehabilitation	**$271,813.16**
Culvert Rehabilitation Contingency (15%)	$27,210.32
Total Supplemental Request	**$299,023.48**

Funding	Amount
Project 51958, Main St Inlet Replacement Project	$800,000.00
Project 50480, Main St Pedestrian Improvements 2026	$275,000.00
Existing Project Funding	**$1,075,000.00**
AMP Fund Supplemental Request	$299,023.48
Revised Total Project Funding	**$1,374,023.48**

RECOMMENDATIONS:
Staff recommends that City Council approve Resolution #111 and #112, Series of 2026, authorizing a change order with Stutsman Gerbaz Inc. and a project contingency increase in the amount of $299,023.48 for rehabilitation of culverts at 3rd, 5th, and 6th Streets, including necessary pipe lining, localized repairs, and headgate and access improvements.

Staff also recommends that the associated $299,023.48 in additional budget authority be funded through the AMP Fund as part of the 2026 Fall Supplemental budget process.

The recommendation advances the City's Resource and Infrastructure Resilience priority by addressing deteriorated infrastructure before failure or emergency repair. It also supports Traffic Flow and Congestion objectives by coordinating the culvert rehabilitation with the active Main Street project, allowing the planned inlet replacements to proceed while minimizing the need for future excavation and additional traffic disruption.

ALTERNATIVES:

Defer Culvert Rehabilitation:
Council could defer the additional culvert rehabilitation to a future project. This would avoid the immediate supplemental funding request; however, the deteriorated culverts would remain beneath Main Street and the planned inlet replacements at the affected locations could not proceed as currently designed. Deferral would also leave the City exposed to the possibility of localized pavement failure and emergency repair if the culvert conditions worsen.

Reduce or Phase the Scope:
Council could authorize rehabilitation of only a portion of the identified culverts or phase the work over multiple construction seasons. This would reduce the immediate funding request but would delay inlet replacement work at locations where the underlying culverts remain unaddressed. It could also result in additional mobilization, traffic-control, restoration, and construction costs in future years.

Evaluate Full Open-Cut Replacement:

Council could direct staff to evaluate full open-cut replacement of the deteriorated culverts rather than trenchless lining. Open-cut replacement would provide complete removal and replacement of the existing infrastructure but would require substantially more excavation and would result in greater impacts to traffic, sidewalks, landscaping, utilities, access, and restoration along Main Street. It would also require additional design and construction coordination and could delay completion of the planned inlet improvements.

CITY MANAGER COMMENTS:

ATTACHMENTS:
- Attachment A: Resolution #111 and #112, Series of 2026
- Attachment B: Supplemental Culvert-Lining Change Order Contract

RESOLUTION # 111
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING A CHANGE ORDER TO THE CONTRACT BETWEEN THE CITY OF ASPEN AND STUTSMAN GERBAZ, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CHANGE ORDER ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, there has been submitted to the City Council a change order in the amount of $181,402.15, for the contract between the City of Aspen and Stutsman Gerbaz Inc., a true and accurate copy of which is attached hereto as Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen hereby approves said change order to the contract between the City of Aspen and Stutsman Gerbaz, Inc. in the amount of $181,402.15, a copy of which is annexed hereto and incorporated herein, and does hereby authorize the City Manager to execute said change order on behalf of the City of Aspen.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September 2026.

_____
Rachael Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, September 15th, 2026.

_____
Nicole Henning, City Clerk

RESOLUTION # 112
(Series of 2026)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO, APPROVING ADDITIONAL CONTINGENCY TO THE CONTRACT BETWEEN THE CITY OF ASPEN AND STUTSMAN GERBAZ, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE ADMINSTRATIVE OVERSIGHT OF THE CONTINGENCY ON BEHALF OF THE CITY OF ASPEN, COLORADO.

WHEREAS, on April 28, 2026, City Council approved a contract between the City of Aspen and Stutsman Gerbaz, Inc. for the Main Street Pedestrian Improvement Project via Resolution #063, Series of 2026 ("the Project"); and

WHEREAS, there has been submitted to the City Council a change order to that contract between the City of Aspen and Stutsman Gerbaz Inc. for additional culvert improvements associated with Project, in the amount of $181,402.15, a true and accurate copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council has determined it is in the best interest of the City of Aspen to authorize the City Manager to exercise administrative oversight over additional change orders associated with the Stutsman Gerbaz Inc. contract as it relates to the additional culvert improvement in amounts not to exceed $27,210.32 and execute said change orders on behalf of the City of Aspen, Colorado.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASPEN, COLORADO,

That the City Council of the City of Aspen does hereby authorizes the City Manager to exercise administrative oversight of any change orders associated with the change order between Stutsman Gerbaz, Inc. for culvert improvements, attached hereto and incorporated by this reference, in an amount not to exceed $27,210.32, and execute said change orders on behalf of the City of Aspen, Colorado.

RESOLVED, APPROVED, AND ADOPTED FINALLY by the City Council of the City of Aspen on the 15th day of September 2026.

_____
Rachael Richards, Mayor

I, Nicole Henning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held, September 15, 2026.

_____

Nicole Henning, City Clerk

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
City of Aspen- Main Street Inlet and Pedestrian Improvements Main Street.
Project 2026-062
Aspen, CO

CONTRACT INFORMATION:
Contract For: Design-Builder
Date: April 28, 2026

CHANGE ORDER INFORMATION:
Change Order Number: 2
Date: September 8, 2026

OWNER: *(Name and address)*
City of Aspen
427 Rio Grande Place
Aspen, CO 81611

ARCHITECT: *(Name and address)*
Not applicable

CONTRACTOR: *(Name and address)*
Stutsman-Gerbaz, Inc.
30376 Highway 82
Snowmass, CO 81654

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
See attached the Stutsman-Gerbaz, Inc. Change Order #2 proposal dated September 2, 2026 for details.

The original Contract Sum was	$	803,656.56
The net change by previously authorized Change Orders	$	90,411.01
The Contract Sum prior to this Change Order was	$	894,067.57
The Contract Sum will be increased by this Change Order in the amount of	$	181,402.15
The new Contract Sum including this Change Order will be	$	1,075,469.72

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be October 31, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
Not required	Stutsman-Gerbaz, Inc.	City of Aspen
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	Adam Fortier- CFO PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	9/9/2026 DATE	DATE

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User Notes:
(3B9ADA5B)

Stutsman-Gerbaz Inc.
30376 Highway 82
Snowmass, CO 81654
970 923-2734
9/2/2026

Attn; PJ Murray, PE
Clean River Program & Stormwater Manager
Engineering Dept.
pj.murray@aspen.gov

Bid Breakdown	Quantiy	Unit	Cost	Unit	Xtd Cost	Comment
Main Street Irrigatinon inspection/ lining, Aspen, Colorado						
Subcontractor						
American West Construction						
3rd, 4th,& 5th Street Lining						
CCTV & Vac Truck Mob 3rd & 4th St.	1	LS	$5,000.00		$ 5,000.00	
Clean & CCTV Culvert 3rd & 4th St	269	LF	$ 15.00		$ 4,035.00	
Mobilization	1	LS	$17,000.00		$ 17,000.00	
3rd Ave UV CIPP 12" CMP	114	LF	$ 320.00		$ 36,480.00	
5th Ave UV CIPP 10" CMP	101	LF	$ 310.00		$ 31,310.00	
5th Ave UV CIPP 10" CMP	60	LF	$ 310.00		$ 18,600.00	
Clean & CCTV Culvert (3rd & 5th Lining)	275	LF	$ 20.00		$ 5,500.00	
			Total Subcontractor =		**$ 117,925.00**	
Stutman Gerbaz, Inc Markup 15%	1	LS	$ 17,688.75		**$ 17,688.75**	
Aptos Narrow						
3rd, 5th street. Removal/ replacment to allow lining.						
Wheeled 314	16	hr	$ 265.00	per hr.	$ 4,240.00	
Labor 3 ea	48	hr	$ 105.00	per hr.	$ 5,040.00	
Supervision	16	hr	$ 240.00	per hr.	$ 3,840.00	
Truck	8	hr	$ 175.00	per hr.	$ 1,400.00	
Vac truck -Assume 2 days	2	Days	$ 3,200.00	p/day	$ 6,400.00	
		Total Labor/ Equipment =			**$ 20,920.00**	
Material/ demo fees						
Export Spoil	14	Tons	$ 8.10	p/ton	$ 113.40	
Class 6 Processed Roadbase	14	Tons	$ 28.50	p/ton	$ 399.00	
concrete disposal (Dirty concrete)	2	Tons	$ 108.00	p/ton	$ 216.00	
Misc CMP fittings 2 ea	1	LS	$ 1,000.00	p/ls	$ 1,000.00	
		Total Material/ demo fees =			**$ 1,728.40**	
Concrete replacment as needed	1	LS	$ 3,400.00		$ 3,400.00	
concrete Mobilizaton	1	ea	$ 1,840.00		$ 1,840.00	
			Total Concrete =		**$ 5,240.00**	
Traffic Control						
Traffic Control	4	days	$ 3,500.00		**$ 14,000.00**	
Added Bond Fee	1	LS	$ 3,900.00		**$ 3,900.00**	

Total change order request =	$	181,402.15

AMERICAN WEST CONSTRUCTION LLC

275 E. 64TH AVENUE • DENVER, CO 80221
303-455-0838 OFFICE • 303-455-8148 FAX

Rough Order of Magnitude Proposal

DATE: 08/31/2026

PROJECT #:

QUOTE TO: Eddie Aragon
Stutsman Gerbaz, Inc.
30376 SH 82
Snowmass, CO 81654

PROJECT NAME: 3rd, 4th, & 5th Street Lining

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT PRICE
~~10~~	Mobilization	1.000	LS	$17,000.00	~~$17,000.00~~
20	3rd Ave UV CIPP 12" CMP	114.000	LF	~~$ 320.00~~	$36,480.00
30	5th Ave UV CIPP 10" CMP	~~101.000~~	LF	$ 310.00	$31,310.00
31	5th Ave UV CIPP 10" CMP	60.000	~~LF~~	$ 310.00	$18,600.00
~~40~~	Clean & CCTV Culvert (+155 LF 4th St)	430.000	LF	~~$ 20.00~~	$8,600.00
				Option 1 Subtotal	**~~$111,990.00~~**
50	CCTV & Vac Truck Mob 3rd & 4th St.	1.000	LS	$5,000.00	$5,000.00
60	Clean & CCTV Culvert 3rd & 4th St	269.000	LF	$ 15.00	$4,035.00
65	Mobilization	1.000	LS	$17,000.00	$17,000.00
70	3rd Ave UV CIPP 12" CMP	114.000	LF	$ 320.00	$36,480.00
80	5th Ave UV CIPP 10" CMP	101.000	LF	$ 310.00	$31,310.00
81	5th Ave UV CIPP 10" CMP	60.000	LF	$ 310.00	$18,600.00
90	Clean & CCTV Culvert (3rd & 5th Lining)	275.000	LF	$ 20.00	$5,500.00
				Option 2 Subtotal	**$117,925.00**
				GRAND TOTAL:	**~~$229,915.00~~**

Notes:

This is Rough Order of Magnitude pricing. Prices are subject to change depending on the conditions observed in our initial investigation. Pricing was based upon measurements provided in email correspondence on 08/21/2026.

Option 1 includes cost for mobilizing a Jet Truck & CCTV Van to investigate all pipes after 10/1/2026.

Option 2 includes cost for mobilizing a Jet Truck & CCTV Van to investigate 3rd & 4th St prior to 10/1/2026, and a second mobilization for the Jet Truck & CCTV to investigate 5th St after 10/1/2026.

It is possible that new manholes or additional access may be required to facilitate CCTV and lining operations. New manholes are not included in this pricing.

Exclusions
- Erosion control, erosion control maintenance, bond (add 1.5%), survey, permits, testing, dewatering, night work, traffic control, import/export of dirt, winter protection, rock picking of topsoil
- Incidental items not specifically included in AWC proposal

Miscellaneous Notes
- Notes, inclusion, and exclusions shall be included in AWC's contact/subcontract.
- Owner/prime contract and AWC shall determine a mutually agreed upon schedule.
- Pricing good for 30 days.
- Backcharges will not be allowed unless AWC is notified prior to any work/backcharge event and agreed to by AWC. AWC shall be provided the opportunity to perform any necessary work to prevent backcharges.
- Due to market volatility, AWC reserves the right to adjust pricing for fuel surcharges.
- Unit price contract.

Exclusions
- Erosion control
- Bond (add 1.5%)
- Traffic control
- Survey
- Testing
- Permits
- Incidental items not specifically include in AWC proposal
- Dewatering
- Maintenance of erosion control items
- Night work
- Winter protection

Respectfully submitted by,
American West Construction, LLC

Mayor Richards called the meeting to order at 5:00 p.m. with Councilors Benedetti, Rose and Doyle present. Councilor Guth was absent.

PUBLIC COMMENT:

Deacon Harrington – He said he is the Ministry Coordinator at St. Mary's and said he is here regarding the sound stage in Conner Park. They have 500 or so weekly participants at the church and most seem of the opinion that amplified sound would denigrate the Armory Hall redevelopment. It is our intention to hold meetings at St. Mary's on this subject. Thank you in advance for the continued conversation on this matter. We are a community within a community who desire to be a good neighbor and will continue to do so.

Ward Hauenstein – Mr. Hauenstein said he is here asking them to consider getting involved in e-bikes and e-motos. He would like for Council to consider alignment up and down the valley of usage. Required licensing and permitting. He would like to see an age limit of 16 years of age to be able to use. You see kids all the time on these moving at high speeds. If they are under 18, there should be a helmet requirement as well.

Mayor Richards said other towns are discussing this too and are having the same issues. Locals no longer feel comfortable walking on the Rio Grande Trail. We are taking this very seriously.

Mr. Hauenstein said the only way to enforce this is to change the speed limits on the bike paths.

COUNCILMEMBER COMMENTS:

Councilor Rose apologized for missing the meeting yesterday as he was on a plane. He said he got married yesterday. He said his mom is in hospice terminally ill with cancer, so he was able to get married with her here and still has a wedding planned in October.

Mayor Richards applauded him for his bravery.

Councilor Benedetti congratulated Sam and said she is very sorry. Highs and lows. She proposed a work session on what they can do regarding regulations and age limits for e-bikes.

Mayor Richards said she will bring this up at CAST this Thursday and Friday.

Councilor Doyle said he was moved by what Sam said. It was beautiful. He then spoke about fires closer to home. There is a Leadville fire and another one between Triangle Peak and Reudi. Reno right now is on fire with over 90k people evacuated. He spoke about how low the water flows are everywhere, and the problems are getting closer to us, and we are not moving fast enough, but he is grateful for the cloud cover.

Mayor Richards said there are a lot of serious topics tonight. She spoke about licensing for these rental companies for the e-bikes. This issue is ripe. More than ripe. It's important to come up with something cohesive. She said they saw a glacier the size of Manhattan carved off of Greenland today. She announced the date of September 18th for people interested in these issues. There is a conference in Grand Junction, which will be very informative with the most up to date information from Becky Mitchell.

CITY MANAGER COMMENTS:

Mr. Strecker mentioned the Saturday Market and the board and commission openings. We are coming up on the 4th annual Cultural Vibrancy Program for 14 and older artists who attend school here in Aspen. Applications are open through the 24th of August.

BOARD REPORTS:

Councilor Doyle said they had a Sister Cities meeting on August 13th. There is a 60th anniversary celebration of their partnership with Garmisch on September 24th and the public is invited to attend, which will coincide with Oktoberfest. He had APCHA on the 19th with a hearing that was postponed. There will be a coffee at Aspen Country Inn tomorrow morning at 8:30. There was a new website launched on Monday, and they discussed decreasing work hours again. The airport closure entered the conversation. They also discussed leaving units to grandkids, which is awkward. They discussed leaving units from parents to children.

Councilor Rose had Nordic Council where they discussed wood chips for holding snow. Cozy Point Ranch will have some Nordic issues worked on this winter. A biathlon venue with a rifle range is being built. Once fire conditions ease, a macerator will come through to clear trees and create a new easement trail. This would be for laser rifles.

Mayor Richards attended a few minutes of the Sister Cities meeting. She mentioned Jim True's retirement party at the Wheeler on Friday. He brought us many years of great leadership and friendship. She mentioned the Raizado Festival which was also this past weekend. She attended most of that. She mentioned a local resident being abducted by ICE. She said the festival brings together all sorts of ethnic backgrounds in the community. She is looking forward to November because this has got to stop. There is additional damage for people choosing to self deport. She mentioned the Canadian terrorists.

CONSENT CALENDAR:

Councilor Doyle motioned to approve; Councilor Rose seconded.

Councilor Doyle stated his appreciation for the sustainability department. He is pleased to be part of a city government taking climate change seriously.

Mayor Richards said she is also supportive. She would like to see more information on the city's infrastructure. Streetlights being solar is something to visit.

Councilor Doyle agreed and mentioned how that ties into their dark sky initiative.

Roll call vote: Benedetti, yes; Doyle, yes; Rose, yes; Richards, yes. 4-0, motion carried.

NOTICE OF CALL UP:

880 Meadows Road – Certificate of Appropriateness for Major Development Plan Conceptual, Commercial Design Review, Stream Margin Review, and Insubstantial Planned Development Amendment – Dan Folke, Planning Director

Mr. Folke introduced the item and said it was recently approved by the Historic Preservation Commission on June 24, 2026. This project is for the health club on the Meadows campus. It was designated Aspen Modern in 1996 and designed by Herbert Bayer. There is no increase in square

footage. The additions are quite compatible and located within the stream margin with a 10-foot setback. They will relocate the spa.

Mayor Richards asked if the club is just for the Meadows. A representative for the Meadows said it is for hotel guests and there are local community memberships available as well.

Mayor Richards said they are not calling this up.

PUBLIC HEARINGS:

Ordinance #17, Series of 2026 – Proposed Ordinances to Amend the Home Rule Charter to Change the City of Aspen's General Election from March to November – Alissa Farrell, Administrative Services Director and James R. True, Interim City Attorney

Mayor Richards said they have number of memos and attachments. The Clerk has concerns with the timing of the runoff and how it is conducted. She has been asked if they should put this on the March election for time to gather more information. Putting something on this year's November ballot would not affect anything and a delay to March would not delay anything, but it may not be fully baked to go on the ballot this November if we reach that consensus. She would expect some serious work and outreach to be done between now and then. She said she feels very uncomfortable moving it to November without a runoff and explained why.

James R. True introduced himself and said he appreciates the comment on his retirement party. He said this has been discussed a great deal since the August 11th meeting, and we do not have a significant presentation to make today. A runoff has significant issues that we have outlined in the memo. No one can debate this. We presented this data and issues, so it comes down to a determination you need to make if you'd like to put something on the ballot for November or for something to be considered for March.

Ms. Farrell introduced herself and she mentioned the conversations which staff has had. Further recognizing the community survey and that the question it asked was limited and elevator starting point, if you will. Engagement with the community would be important for us making an informed decision. Gathering election staff and judges during the holidays and staff for a transparent process is a concern. Holding an election over Thanksgiving is an important note and may be difficult and place additional responsibilities on the Clerks staff and team. Giving us time to consider more conversations with Pitkin County is also important as we don't know how they feel about assisting in our election while they are running their own election. We take election timing very seriously. Providing pros and cons is the ultimate goal.

Mayor Richards opened public comment:

Elizabeth Siegel – Ms. Siegel said she supports moving the election date to November to increase the voter turnout. Why does she care? She has studied American government for years. She lectures annually on important issues. Voter apathy is bad and should be reversed. It's the foundation of our democracy and it begins at the local level. This is a very informed community and opinionated one. It's easy and safe to cast a vote. Combining the elections is an important step. The results can only be positive. She would like for the question to be on the November ballot.

Linda Manning – Ms. Manning mentioned the weight given to the community survey, but it didn't ask the right question. It was only about coordinating, and her issue is with the runoff. The majority of people who are voting will not be reading the ordinance beforehand. She has talked with the County election staff multiple times, and she brought up the conflict of the County canvassing while we are running our own runoff. It's bad optics and what if a recount is initiated. Ballot Trax is a great tool that the Clerk also mentioned. She spoke about voter confusion and people not knowing where to drop their ballots off. She mentioned coordinating with the County for the primary if they insist on a runoff.

Ward Hauenstein – Mr. Hauenstein is here to encourage the November election on even years. He doesn't need to rehash, but the option that is first in the memo is the way to go. Elections have become a mess. He thinks the Aspen electorate has enough bandwidth to focus on national and local issues at the same time. November gives the best turnout and should be put on the ballot for this November.

Neil Siegel – Mr. Siegel said he also is here to support the change for the election to be in November. Let's put the matter on the ballot in November. He supports maintaining the runoff as well. A mandate is very important. Deferring this matter to March is a very bad mistake. There are two issues here – voter education so the local issues don't get pushed to the back. The character of the local election is lost in November. There are traits we should continue and the Clerk and the whiteboard in City Hall is a tradition we could continue.

Mayor Richards closed the public hearing.

Mr. True mentioned the comments by Ms. Manning. He said it's a separate difficult problem to wait for the county to certify.

Councilor Doyle said he is very interested in increasing voter turnout and coordinating with the County in November. But with all comments considered, there are unintended consequences with a December runoff. We should avoid voter confusion. There will be a voter absence because of Thanksgiving and Christmas holiday. It's important to have a runoff but the one we are thinking of doesn't seem to be the way and putting this on the November ballot is rushing. We should take our time and do this right.

Councilor Benedetti said she is with John. She was on the committee to change the election from May to March instead of November. We didn't consider November because it's off season here. March, August and July are when most people are in town. For her tonight, we moved too quickly and there are too many unknowns. Linda was right in that the survey question wasn't complete. We haven't weighed through the nuances thoroughly enough yet.

Councilor Rose said November has a higher turnout and less voter fatigue and has Ballot Trax, but the cons are more nuanced. He is so in the weeds of this; he can't think of what it's like to fill out a mail in ballot. He can't explain people's behavior and doesn't feel like people will do the research to know what to vote on. He is looking for feedback on this. The local issues will be lost in federal election. If it becomes more partisan and less locally focused. The runoff would be very confusing. He talked to the City Clerk. You need election judges and during Thanksgiving is questionable. You would still need to have all of the equipment to maintain. Listening to Aspen Public Radio this morning, there will be up to 14 ballot initiatives on this ballot in the state of Colorado this November. There is so much research required here. He talked about issues with certification, and getting voter roll updates and information from the County while they are running their own election. There is a tenuous situation with the

Supreme Court and mail in ballots being challenged. He understands the pros of November but there are too many open-ended questions. He is not sure that we are fixing something that isn't completely broken. He wants more information on all of these questions before he feels comfortable moving forward. He appreciates everyone in this room and appreciates them being there.

Mayor Richards said she has heard a lot of good comments and concerns. She harkens back to a Harvard class and spoke about elections. There is some kind of bias in every election. She is going to come down to take a little more time to get this right and shoot for the March ballot. She wants to answer the questions of how many election judges do you need and what are we paying election judges. These are bumps in the road, but not barriers. She doesn't know that March is any easier than December. She doesn't think voter confusion is real. She isn't worried about lengthy ballots. She asked if it's possible for the city to hold a primary.

Mayor Richards asked if they need a vote.

Ms. Johnson said they don't need any motion at this point. If there is no motion to approve, they will die.

Mayor Richards said she appreciates everyone's comments on this and continued outreach.

APPOINTMENT RECOMMENDATION FOR APCHA:

Councilor Rose motioned to recommend Jacquelyn Matthews for the regular seat and Nathan Bachamp for the alternate position; Councilor Benedetti seconded. Roll call vote: Benedetti, yes; Doyle, yes; Rose, yes; Richards, yes. 4-0, motion carried.

EXECUTIVE SESSION:

Ms. Johnson introduced the items for discussion.

Councilor Benedetti motioned to move into Executive Session; Councilor Doyle seconded. Roll call vote: Benedetti, yes; Doyle, yes; Rose, yes; Richards, yes. 4-0, motion carried at 6:28 p.m.

Ms. Johnson said we will reconvene in Electric Pass and Grassroots will sign off and the City Clerk will keep for not less than 90 days.

_____

City Clerk, Nicole Henning

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Pending Change Order
No. 001

Aspen Armory Hall
130 S Galena
Aspen, CO 81611

Project No: 20494-

PCO No. 001 Project Schedule Start Date 07.20.26 **Date Sent: 8/24/2026**

Transmitted To:

Ben Levenson, Senior Project Manager
Aspen, City of
427 Rio Grande Pl
Aspen, CO 81611

From:

James de la Garza, Project Manager
Shaw Construction LLC
Tel: 720-584-2532
Fax:
Email: jamesdelagarza@shawconstruction.net

Description of Proposal:

Project Schedule Construction Start date of 07/20/2026 and Substantial Completion date of 11/09/2028 per the attached schedule.

Cost Summary for Item : 1 Project Schedule Start Date 07.20.26

Phase	Description	Quantity	Unit Price	Amount
001101- -001	Project Schedule Start Date 07.20	1 LS	0.00	0.00
			Net Total for Item 1:	**$0.00**

Description	Percentage	Amount
General Liability Insuranc	0.89%	0.00
Performance Bond	0.83%	0.00
Fee	4.00%	0.00
	Subtotal:	**$0.00**

Total Item #1: **$0.00**

Time Extension: **NONE**

Grand Total PCO #001: **$0.00**

Total Time Extension: **NONE**

Submitted By: *Shaw Construction LLC*

James de la Garza Digitally signed by James de la Garza DN: C=US, E=jamesdelagarza@shawconstruction.net, O=Shaw Constructors, CN=James de la Garza Date: 2026.06.24 14:19:22-06'00'

Signature _____ Date 6/28/26

Name *James de la Garza, Project Manager*

Authorized By: Aspen, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature _____ Date _____

Name *Ben Levenson, Senior Project Manager*

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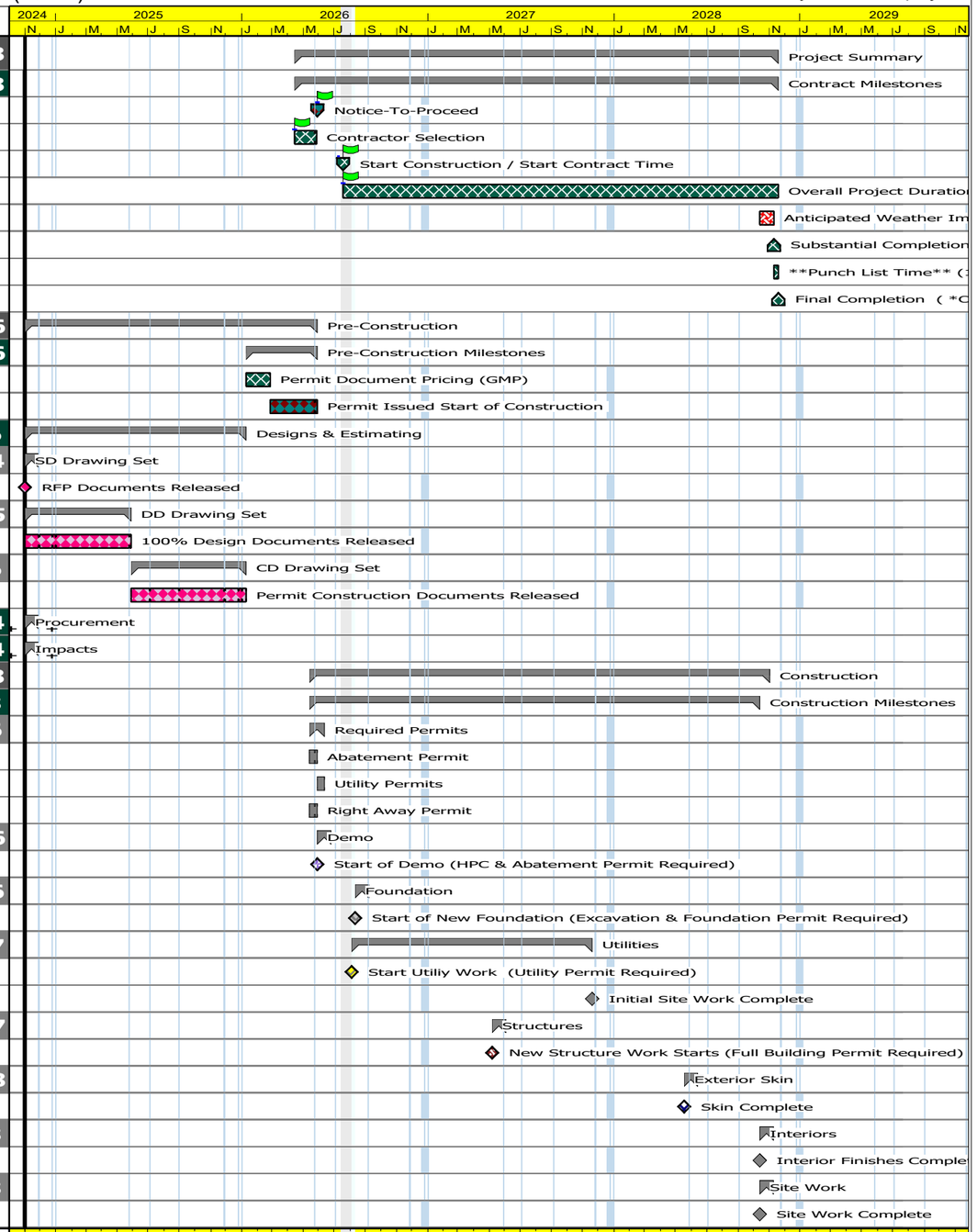
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Project Summary	**661d**	**Apr 15 26**	**Nov 19 28**
	Contract Milestones	**661d**	**Apr 15 26**	**Nov 19 28**
3	Notice-To-Proceed	0d	May 29 26 *	May 29 26
4	Contractor Selection	30d	Apr 15 26 *	May 27 26
5	Start Construction / Start Contract Time	0d	Jul 20 26 *	Jul 20 26
6	Overall Project Duration - per Contract (*851 of cal days*)	854d	Jul 20 26 *	Nov 19 28
7	Anticipated Weather Impacted (Orig. 20 Days)	20d	Oct 13 28	Nov 09 28
8	Substantial Completion (*Contract Date 04/15/2025) (851 cal. days)	0d	Nov 09 28	Nov 09 28
9	**Punch List Time** (10 cal days)	10d	Nov 10 28	Nov 19 28
10	Final Completion (*Contract Date 04/15/2025) (851 cal. days)	0d	Nov 19 28	Nov 19 28
	Pre-Construction	**398d**	**Nov 01 24**	**May 28 26**
	Pre-Construction Milestones	**99d**	**Jan 09 26**	**May 28 26**
13	Permit Document Pricing (GMP)	34d	Jan 09 26	Feb 25 26
14	Permit Issued Start of Construction	65d	Feb 26 26	May 28 26
	Designs & Estimating	**299d**	**Nov 01 24**	**Jan 08 26**
	SD Drawing Set	**0d**	**Nov 01 24**	**Nov 01 24**
17	RFP Documents Released	0d	Nov 01 24	Nov 01 24
	DD Drawing Set	**144d**	**Nov 01 24**	**May 28 25**
19	100% Design Documents Released	144d	Nov 01 24	May 28 25
	CD Drawing Set	**155d**	**May 29 25**	**Jan 08 26**
21	Permit Construction Documents Released	155d	May 29 25	Jan 08 26
	Procurement	**0d**	**Nov 01 24**	**Nov 01 24**
	Impacts	**0d**	**Nov 01 24**	**Nov 01 24**
	Construction	**628d**	**May 14 26**	**Nov 02 28**
	Construction Milestones	**614d**	**May 14 26**	**Oct 13 28**
	Required Permits	**20d**	**May 14 26**	**Jun 11 26**
27	Abatement Permit	10d	May 14 26	May 28 26
28	Utility Permits	10d	May 29 26	Jun 11 26
29	Right Away Permit	10d	May 14 26	May 28 26
	Demo	**0d**	**May 29 26**	**May 29 26**
31	Start of Demo (HPC & Abatement Permit Required)	0d	May 29 26	May 29 26
	Foundation	**0d**	**Aug 12 26**	**Aug 12 26**
33	Start of New Foundation (Excavation & Foundation Permit Required)	0d	Aug 12 26	Aug 12 26
	Utilities	**329d**	**Aug 05 26**	**Nov 18 27**
35	Start Utiliy Work (Utility Permit Required)	0d	Aug 05 26	Aug 05 26
36	Initial Site Work Complete	0d	Nov 18 27	Nov 18 27
	Structures	**0d**	**May 07 27**	**May 07 27**
38	New Structure Work Starts (Full Building Permit Required)	0d	May 07 27	May 07 27
	Exterior Skin	**0d**	**May 17 28**	**May 17 28**
40	Skin Complete	0d	May 17 28	May 17 28
	Interiors	**0d**	**Oct 13 28**	**Oct 13 28**
42	Interior Finishes Complete	0d	Oct 13 28	Oct 13 28
	Site Work	**0d**	**Oct 13 28**	**Oct 13 28**
44	Site Work Complete	0d	Oct 13 28	Oct 13 28



SHAW CONSTRUCTION Since 1962

Owner: Shaw Construction

Progress Period (Data Date): 11/1/2024

Start Date: 11/1/2024
Finish Date: 11/19/2028

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Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Mobilization	**50d**	**Jun 01 26**	**Aug 10 26**
46	Abatement by Others (Assumption) (Mob)	1d	Jun 01 26	Jun 01 26
47	Document Existing Conditions (Mob)	1d	Jun 01 26	Jun 01 26
48	Install Storm Water Protective Measures (Mob)	1d	Jul 20 26	Jul 20 26
49	Install Tree Protection (Mob)	2d	Jul 21 26	Jul 22 26
50	Tree Removal (Mob)	2d	Jul 20 26	Jul 21 26
51	Set Up Field Office (Mob)	2d	Jul 23 26	Jul 24 26
52	Set Up Traffic Control (Mob)	1d	Jul 27 26	Jul 27 26
53	Install Sound Fencing (Mob)	10d	Jul 28 26	Aug 10 26
54	Mobilize Equipment (Mob)	3d	Jul 28 26	Jul 30 26
	Demo	**360d**	**Jul 31 26**	**Jan 03 28**
	Initial Exterior Demo Phase	**288d**	**Jul 31 26**	**Sep 17 27**
57	*Call 811 (ED)	3d	Jul 31 26	Aug 04 26
58	Cut & Cap Utilities (ED)	5d	Aug 05 26	Aug 11 26
59	Demo Alley Asphalt & Concrete (ED)	10d	Aug 12 26	Aug 25 26
60	Remove Existing Transformer & Vault (ED)	10d	Aug 26 26	Sep 09 26
61	Excavate for S.O.E. (ED)	10d	Sep 10 26	Sep 23 26
62	Install S.O.E. (South / West Elevations) (ED)	10d	Sep 24 26	Oct 07 26
63	Install S.O.E. (North / East Elevations) (ED)	10d	Oct 08 26	Oct 21 26
64	F/P Pile Cap (ED)	10d	Oct 22 26	Nov 04 26
65	Select Interior Demo of Existing Structures for Lift (Lower Level) (ED)	10d	Nov 05 26	Nov 18 26
66	Excavation for Lifting Structure (ED)	10d	Nov 19 26	Dec 04 26
67	*Early Preparation Lift Work (ED)	10d	Dec 07 26	Dec 18 26
68	*Install Temporary Structure Support System (Steel & Cribbing) (ED)	15d	Jan 04 27	Jan 22 27
69	*Install Unifed Jack System & Lift Structure (ED)	10d	Jan 25 27	Feb 05 27
70	Excavate for New Vistors Center Addition (ED)	10d	Feb 08 27	Feb 19 27
71	Install Temporary Basement Support	10d	Feb 22 27	Mar 05 27
72	Excavate & Demo Existing Foundation (Northern Half) (ED)	10d	Mar 08 27	Mar 19 27
73	Excavate & Demo Existing Foundation (Southern Half) (ED)	10d	Mar 22 27	Apr 02 27
74	Excavate & Demo Balance Existing S.O.G. (ED)	10d	Apr 05 27	Apr 16 27
75	*Lower Existing Structure Final Elevation (ED)	5d	Jun 25 27	Jul 01 27
76	Grout Existing Structure to New Foundation (ED)	5d	Jul 02 27	Jul 09 27
77	*Install Needle Shoring & Remove Hoisting Beams & Cribbing (ED)	10d	Jul 12 27	Jul 23 27
78	Install Exterior Masonary Bracing	10d	Sep 03 27	Sep 17 27
	Interior Demo (Assumption)	**111d**	**Jul 26 27**	**Jan 03 28**
80	Install Structurual Bracing to Remove Level 1 (ID)	5d	Jul 26 27	Jul 30 27
81	Demo Existing Level 1 (ID)	10d	Aug 02 27	Aug 13 27
82	Install Added Bracing for Level 2 (ID)	5d	Sep 03 27	Sep 10 27
83	Demo Level 2 (ID)	10d	Sep 13 27	Sep 24 27
84	Install Added Bracing for Upper Level Demo (ID)	5d	Oct 14 27	Oct 20 27
85	Demo Upper Level (ID)	10d	Oct 21 27	Nov 03 27
86	Install Added Bracing for Roof Demo (ID)	5d	Nov 19 27	Nov 29 27
87	Demo Existing Roof & Skylights (ID)	10d	Nov 30 27	Dec 13 27
88	Demo Roof (ID)	5d	Dec 14 27	Jan 03 28

Line | Name | OD | Start | Finish

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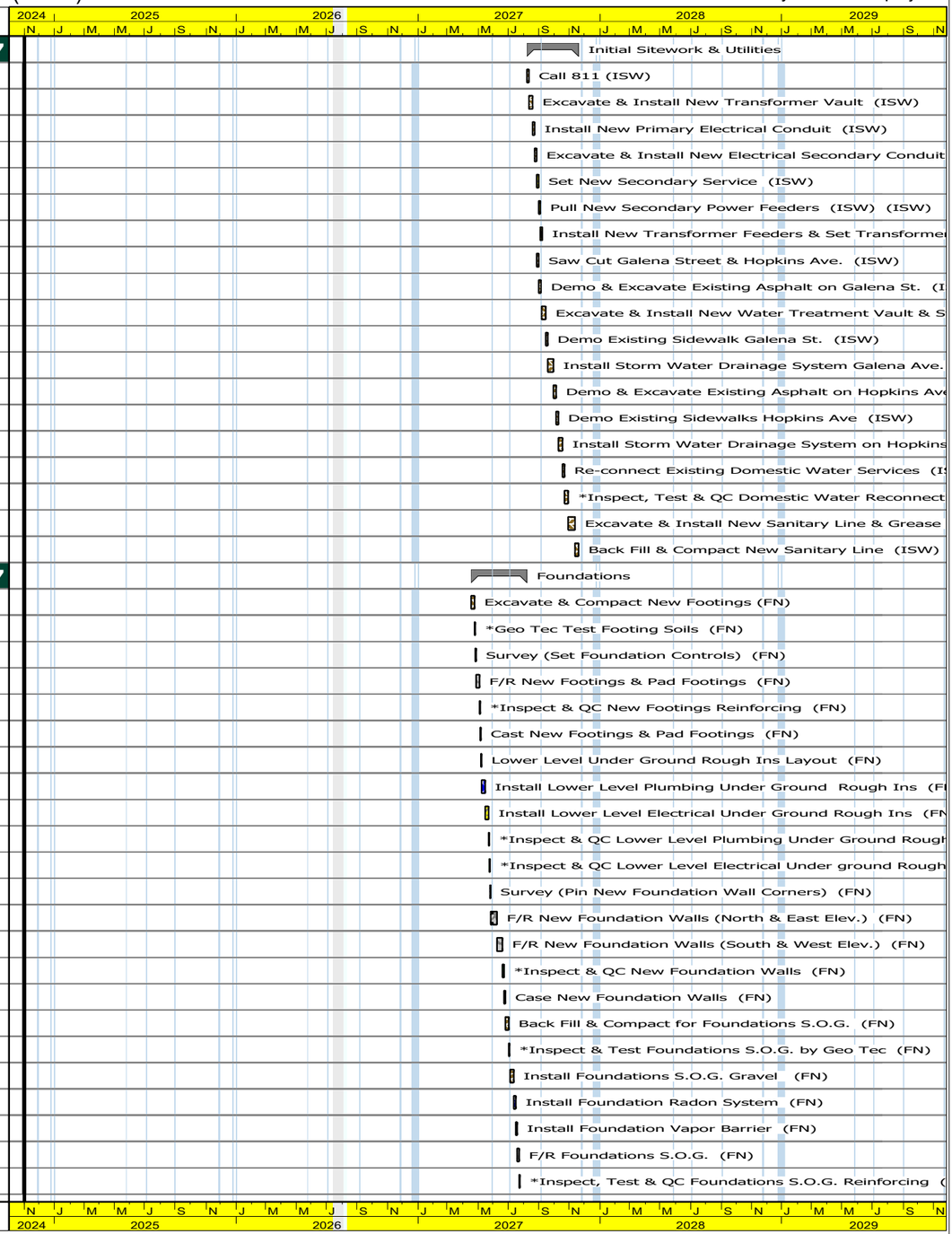
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Initial Sitework & Utilities	**73d**	**Aug 09 27**	**Nov 18 27**
90	Call 811 (ISW)	3d	Aug 09 27	Aug 11 27
91	Excavate & Install New Transformer Vault (ISW)	5d	Aug 12 27	Aug 18 27
92	Install New Primary Electrical Conduit (ISW)	3d	Aug 19 27	Aug 23 27
93	Excavate & Install New Electrical Secondary Conduit (ISW)	3d	Aug 24 27	Aug 26 27
94	Set New Secondary Service (ISW)	3d	Aug 27 27	Aug 31 27
95	Pull New Secondary Power Feeders (ISW) (ISW)	2d	Sep 01 27	Sep 02 27
96	Install New Transformer Feeders & Set Transformer (ISW)	2d	Sep 03 27	Sep 07 27
97	Saw Cut Galena Street & Hopkins Ave. (ISW)	3d	Aug 27 27	Aug 31 27
98	Demo & Excavate Existing Asphalt on Galena St. (ISW)	3d	Sep 01 27	Sep 03 27
99	Excavate & Install New Water Treatment Vault & Storm Taps (ISW)	6d	Sep 07 27	Sep 14 27
100	Demo Existing Sidewalk Galena St. (ISW)	3d	Sep 15 27	Sep 17 27
101	Install Storm Water Drainage System Galena Ave. (ISW)	8d	Sep 20 27	Sep 29 27
102	Demo & Excavate Existing Asphalt on Hopkins Ave (ISW)	4d	Sep 30 27	Oct 05 27
103	Demo Existing Sidewalks Hopkins Ave (ISW)	3d	Oct 06 27	Oct 08 27
104	Install Storm Water Drainage System on Hopkins Ave. (ISW)	6d	Oct 11 27	Oct 18 27
105	Re-connect Existing Domestic Water Services (ISW)	3d	Oct 19 27	Oct 21 27
106	*Inspect, Test & QC Domestic Water Reconnection (ISW)	5d	Oct 22 27	Oct 28 27
107	Excavate & Install New Sanitary Line & Grease Trap (ISW)	10d	Oct 29 27	Nov 11 27
108	Back Fill & Compact New Sanitary Line (ISW)	5d	Nov 12 27	Nov 18 27
	Foundations	**78d**	**Apr 19 27**	**Aug 06 27**
110	Excavate & Compact New Footings (FN)	5d	Apr 19 27	Apr 23 27
111	*Geo Tec Test Footing Soils (FN)	1d	Apr 26 27	Apr 26 27
112	Survey (Set Foundation Controls) (FN)	1d	Apr 27 27	Apr 27 27
113	F/R New Footings & Pad Footings (FN)	5d	Apr 28 27	May 04 27
114	*Inspect & QC New Footings Reinforcing (FN)	1d	May 05 27	May 05 27
115	Cast New Footings & Pad Footings (FN)	1d	May 06 27	May 06 27
116	Lower Level Under Ground Rough Ins Layout (FN)	1d	May 07 27	May 07 27
117	Install Lower Level Plumbing Under Ground Rough Ins (FN)	5d	May 10 27	May 14 27
118	Install Lower Level Electrical Under Ground Rough Ins (FN)	5d	May 17 27	May 21 27
119	*Inspect & QC Lower Level Plumbing Under Ground Rough Ins (FN)	1d	May 24 27	May 24 27
120	*Inspect & QC Lower Level Electrical Under ground Rough Ins (FN)	1d	May 25 27	May 25 27
121	Survey (Pin New Foundation Wall Corners) (FN)	1d	May 26 27	May 26 27
122	F/R New Foundation Walls (North & East Elev.) (FN)	8d	May 27 27	Jun 08 27
123	F/R New Foundation Walls (South & West Elev.) (FN)	8d	Jun 09 27	Jun 18 27
124	*Inspect & QC New Foundation Walls (FN)	2d	Jun 21 27	Jun 22 27
125	Case New Foundation Walls (FN)	2d	Jun 23 27	Jun 24 27
126	Back Fill & Compact for Foundations S.O.G. (FN)	5d	Jun 25 27	Jul 01 27
127	*Inspect & Test Foundations S.O.G. by Geo Tec (FN)	1d	Jul 02 27	Jul 02 27
128	Install Foundations S.O.G. Gravel (FN)	5d	Jul 06 27	Jul 12 27
129	Install Foundation Radon System (FN)	3d	Jul 13 27	Jul 15 27
130	Install Foundation Vapor Barrier (FN)	2d	Jul 16 27	Jul 19 27
131	F/R Foundations S.O.G. (FN)	3d	Jul 20 27	Jul 22 27
132	*Inspect, Test & QC Foundations S.O.G. Reinforcing (FN)	1d	Jul 23 27	Jul 23 27



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Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
133	Cast Foundations S.O.G. (FN)	1d	Jul 26 27	Jul 26 27
134	F/R New Lightwell Retaining Walls (FN)	3d	Jun 25 27	Jun 29 27
135	*Inspect & QC New Lightwell Retaing Wall Reinforcing (FN)	1d	Jun 30 27	Jun 30 27
136	Cast New Lightwell Retaining Walls (FN)	1d	Jul 01 27	Jul 01 27
137	Excavate & Install New Drywell & Pipe in Lightwell (FN)	3d	Jul 02 27	Jul 07 27
138	Back Fill & Compact Lightwell for S.O.G. (FN)	2d	Jul 08 27	Jul 09 27
139	*Inspect, Test & QC Lightwell S.O.G. (FN) (FN)	1d	Jul 12 27	Jul 12 27
140	F/R Lightwell S.O.G. (FN)	1d	Jul 13 27	Jul 13 27
141	*Inspect, Test & QC Lightwell S.O.G. by Geo Tec (FN)	1d	Jul 14 27	Jul 14 27
142	Cast Lightwell S.O.G. (FN)	1d	Jul 15 27	Jul 15 27
143	F/R New Stairway @ Lightwell (FN)	3d	Jul 16 27	Jul 20 27
144	*Inspect & QC New Stairway @ Lightwell (FN)	1d	Jul 21 27	Jul 21 27
145	Cast New Stairway @ Light Well (FN)	1d	Jul 22 27	Jul 22 27
146	Install Light Well Water Proofing & Drainage System (FN)	3d	Jul 23 27	Jul 27 27
147	Back Fill & Compact Foundation (FN)	8d	Jul 28 27	Aug 06 27
	Structure	**131d**	**Aug 16 27**	**Feb 21 28**
149	Install Level 1 Structurual Steel & Metal Pan (L1ST)	8d	Aug 16 27	Aug 25 27
150	F/R New Level 1 (L1ST)	4d	Aug 26 27	Aug 31 27
151	*Inspect & QC New Level 1 Reinforcing (L1ST)	1d	Sep 01 27	Sep 01 27
152	Cast New Level 1 Slab (L1ST)	1d	Sep 02 27	Sep 02 27
153	Frame & Sheet New Vistors Level 1 Walls (L1ST)	4d	Sep 03 27	Sep 09 27
154	Install New Mezzanine Steel & Metal Pan (LMST)	8d	Sep 27 27	Oct 06 27
155	F/R New Mezzanine (LMST)	3d	Oct 07 27	Oct 11 27
156	*Inspect & QC New Mezzanine Reinforcing (LMST)	1d	Oct 12 27	Oct 12 27
157	Cast New Mezzanine Slab (LMST)	1d	Oct 13 27	Oct 13 27
158	Install New Upper Level Steel Columns & Beams (ULST)	3d	Nov 04 27	Nov 08 27
159	Frame New Upper Level Floor System & Sheet (ULST)	8d	Nov 09 27	Nov 18 27
160	Install New Roof Support Steel (RLST)	5d	Jan 04 28	Jan 10 28
161	Install New Roof Support Columns @ Mechanical Well (RLST)	5d	Jan 11 28	Jan 17 28
162	Install Metal Pan @ Mechanical Well (RLST)	2d	Jan 18 28	Jan 19 28
163	F/R Metal Decking @ Roofs Mechanical Well (RLST)	2d	Jan 20 28	Jan 21 28
164	*Inspect & QC Roofs Mechanical Wells Reinforcing (RLST)	1d	Jan 24 28	Jan 24 28
165	Case Roof Mecanical Well (RLST)	1d	Jan 25 28	Jan 25 28
166	Install New Roof added Beams & Joist (RLST)	10d	Jan 26 28	Feb 08 28
167	Replace any Unsuitable Substrates & Sheet (RLST)	3d	Feb 09 28	Feb 11 28
168	Frame Parpet Walls (RLST)	3d	Feb 14 28	Feb 16 28
169	Frame & Sheet Mechanical Sreen Walls (RLST)	3d	Feb 17 28	Feb 21 28
	Exteriors	**62d**	**Feb 22 28**	**May 17 28**
	Roofing	**33d**	**Feb 22 28**	**Apr 06 28**
172	Install Roof Drains & Pentrations (ROOF)	1d	Feb 22 28	Feb 22 28
173	Install Temporary Dry In (ROOF)	2d	Feb 23 28	Feb 24 28
174	Install New Skylights (ROOF)	5d	Feb 25 28	Mar 02 28
175	Install Tapered Insulation & Class A Cover Board (ROOF)	5d	Mar 03 28	Mar 09 28
176	Install Roof Membrane (ROOF)	5d	Mar 10 28	Mar 16 28

Line | Name | OD | Start | Finish

Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
177	Install Metal Roofing (ROOF)	5d	Mar 17 28	Mar 23 28
178	Set Mechanical Equipment & Connect (ROOF)	4d	Mar 24 28	Mar 29 28
179	Install Coping Caps (ROOF)	1d	Mar 30 28	Mar 30 28
180	Install Gutters & Downspouts (ROOF)	3d	Mar 31 28	Apr 04 28
181	Install Heat Trace (ROOF)	2d	Apr 05 28	Apr 06 28
	Facade	**62d**	**Feb 22 28**	**May 17 28**
	West Elevation	**30d**	**Feb 22 28**	**Apr 03 28**
184	Install Air Barrier & Windows Sealants W.E. (WSKIN)	4d	Feb 22 28	Feb 25 28
185	Install New Windows & Doors W.E. (WSKIN)	8d	Feb 28 28	Mar 08 28
186	Install Storefront W.E. (WSKIN)	4d	Mar 09 28	Mar 14 28
187	Install Metal Siding & Trim W.E. (WSKIN)	4d	Mar 15 28	Mar 20 28
188	Tuck Point Existing Brick W.E. (WSKIN)	10d	Mar 21 28	Apr 03 28
	South Elevation	**26d**	**Mar 09 28**	**Apr 13 28**
190	Install Air Barrier & Window Sealant S.E. (SSKIN)	2d	Mar 09 28	Mar 10 28
191	Install New Windows & Doors S.E (SSKIN)	5d	Mar 13 28	Mar 17 28
192	Install Storefront S.E. (SSKIN)	5d	Mar 20 28	Mar 24 28
193	Install Wood Siding @ Dormers S.E. (SSKIN)	3d	Mar 27 28	Mar 29 28
194	Install Metal Siding & Trim S.E. (SSKIN)	1d	Mar 30 28	Mar 30 28
195	Tuck Point Existing Brick S.E. (SSKIN)	10d	Mar 31 28	Apr 13 28
	East Elevation	**43d**	**Mar 20 28**	**May 17 28**
197	Install Lightwell Stairwell Railing E.E. (ESKIN)	2d	Mar 20 28	Mar 21 28
198	Install Air Barrier & Window Sealants E.E. (ESKIN)	2d	Mar 22 28	Mar 23 28
199	Install New Windows & Doors E.E. (ESKIN)	4d	Mar 24 28	Mar 29 28
200	Install Entry Vestibule Canopy & Roof (ESKIN)	8d	Mar 30 28	Apr 10 28
201	Install Storefront E.E. (ESKIN)	5d	Apr 11 28	Apr 17 28
202	Install New Stone Wall @ Light Well E.E. (ESKIN)	5d	Apr 18 28	Apr 24 28
203	Install Metal Siding & Trim E.E. (ESKIN)	6d	Apr 25 28	May 02 28
204	Tuck Point Existing Brick E.E. (ESKIN)	10d	May 04 28	May 17 28
	North Elevation	**25d**	**Mar 30 28**	**May 03 28**
206	Install Air Barrier & Window & Door Sealants (NSKIN)	2d	Mar 30 28	Mar 31 28
207	Install New Windows & Doors (NSKIN)	4d	Apr 03 28	Apr 06 28
208	Install Storefront (NSKIN)	1d	Apr 07 28	Apr 07 28
209	Install Wood Siding @ Dormers (NSKIN)	3d	Apr 10 28	Apr 12 28
210	Install Metal Siding & Trim (NSKIN)	5d	Apr 13 28	Apr 19 28
211	Tuck Point Existing Brick (NSKIN)	10d	Apr 20 28	May 03 28
	Interiors	**176d**	**Feb 25 28**	**Nov 02 28**
	Lower Level	**135d**	**Feb 25 28**	**Sep 06 28**
	Lower Level Rough Ins	**39d**	**Feb 25 28**	**Apr 19 28**
215	Survey (Set Lower level Floor Controls) (LLRI)	1d	Feb 25 28	Feb 25 28
216	Layout Lower Level Walls (LLRI)	1d	Feb 28 28	Feb 28 28
217	Install Lower level Elevator CMU (LLRI)	2d	Feb 29 28	Mar 01 28
218	Frame Lower Level Walls (LLRI)	4d	Feb 29 28	Mar 03 28
219	Install Blocking in Lower level Walls (LLRI)	2d	Mar 06 28	Mar 07 28
220	Install Lower Level Plumbing Rough Ins (LLRI)	10d	Mar 06 28	Mar 17 28

Line | Name | OD | Start | Finish

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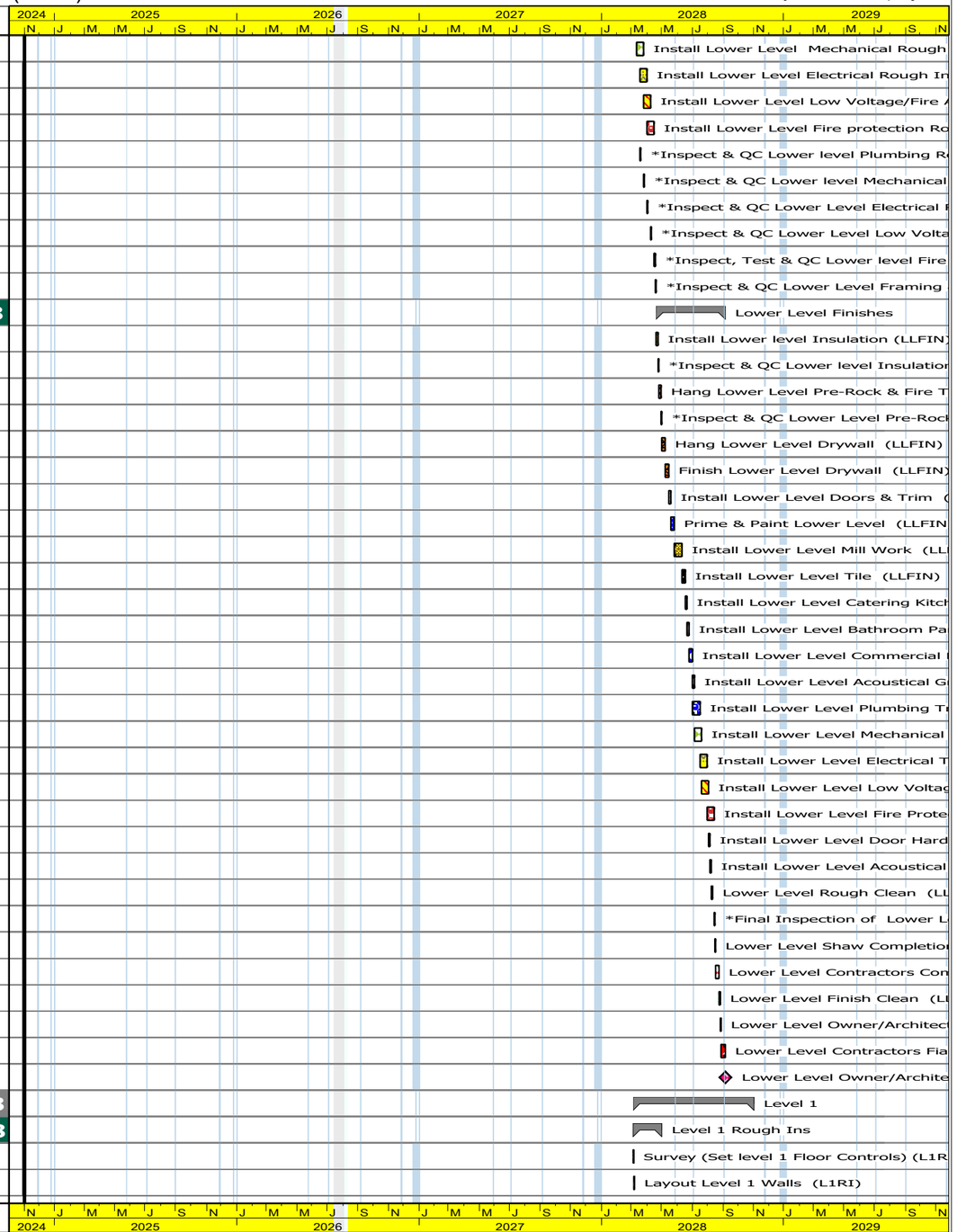
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
221	Install Lower Level Mechanical Rough Ins (LLRI)	10d	Mar 13 28	Mar 24 28
222	Install Lower Level Electrical Rough Ins (LLRI)	10d	Mar 20 28	Mar 31 28
223	Install Lower Level Low Voltage/Fire Alarm Rough Ins (LLRI)	10d	Mar 27 28	Apr 07 28
224	Install Lower Level Fire protection Rough Ins (LLRI)	10d	Apr 03 28	Apr 14 28
225	*Inspect & QC Lower level Plumbing Rough Ins (LLRI)	1d	Mar 20 28	Mar 20 28
226	*Inspect & QC Lower level Mechanical Rough Ins (LLRI)	1d	Mar 27 28	Mar 27 28
227	*Inspect & QC Lower Level Electrical Rough Ins (LLRI)	1d	Apr 03 28	Apr 03 28
228	*Inspect & QC Lower Level Low Voltage/Fire Alarm Rough Ins (LLRI)	1d	Apr 10 28	Apr 10 28
229	*Inspect, Test & QC Lower level Fire Protection (LLRI)	2d	Apr 17 28	Apr 18 28
230	*Inspect & QC Lower Level Framing & Pentrations Fire Caulk (LLRI)	1d	Apr 19 28	Apr 19 28
	Lower Level Finishes	**96d**	**Apr 20 28**	**Sep 06 28**
232	Install Lower level Insulation (LLFIN)	3d	Apr 20 28	Apr 24 28
233	*Inspect & QC Lower level Insulation (LLFIN)	1d	Apr 25 28	Apr 25 28
234	Hang Lower Level Pre-Rock & Fire Tape (LLFIN)	3d	Apr 26 28	Apr 28 28
235	*Inspect & QC Lower Level Pre-Rock (LLFIN)	1d	May 01 28	May 01 28
236	Hang Lower Level Drywall (LLFIN)	5d	May 02 28	May 08 28
237	Finish Lower Level Drywall (LLFIN)	5d	May 09 28	May 15 28
238	Install Lower Level Doors & Trim (LLFIN)	3d	May 16 28	May 18 28
239	Prime & Paint Lower Level (LLFIN)	5d	May 19 28	May 25 28
240	Install Lower Level Mill Work (LLFIN)	10d	May 26 28	Jun 09 28
241	Install Lower Level Tile (LLFIN)	5d	Jun 12 28	Jun 16 28
242	Install Lower Level Catering Kitchen FRP (LLFIN)	2d	Jun 19 28	Jun 20 28
243	Install Lower Level Bathroom Partitions & Accessories (LLFIN)	3d	Jun 21 28	Jun 23 28
244	Install Lower Level Commercial Kitchen Appliances (LLFIN)	5d	Jun 26 28	Jun 30 28
245	Install Lower Level Acoustical Grid (LLFIN)	2d	Jul 03 28	Jul 05 28
246	Install Lower Level Plumbing Trim Out & Connect Appliances (LLFIN)	10d	Jul 03 28	Jul 17 28
247	Install Lower Level Mechanical Trim Out & Connect Appliance (LLFIN)	10d	Jul 06 28	Jul 19 28
248	Install Lower Level Electrical Trim Out & Connect Appliances (LLFIN)	10d	Jul 18 28	Jul 31 28
249	Install Lower Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (LLFIN)	10d	Jul 20 28	Aug 02 28
250	Install Lower Level Fire Protection Trim Out & Connect Appliances (LLFIN)	10d	Aug 01 28	Aug 14 28
251	Install Lower Level Door Hardware & Accessories (LLFIN)	2d	Aug 03 28	Aug 04 28
252	Install Lower Level Acoustical Panels (LLFIN)	2d	Aug 07 28	Aug 08 28
253	Lower Level Rough Clean (LLFIN)	2d	Aug 09 28	Aug 10 28
254	*Final Inspection of Lower Level (LLFIN)	1d	Aug 15 28	Aug 15 28
255	Lower Level Shaw Completion List (LLFIN)	1d	Aug 16 28	Aug 16 28
256	Lower Level Contractors Completion Items (LLFIN)	5d	Aug 17 28	Aug 23 28
257	Lower Level Finish Clean (LLFIN)	2d	Aug 24 28	Aug 25 28
258	Lower Level Owner/Architect Punch List (LLFIN)	1d	Aug 28 28	Aug 28 28
259	Lower Level Contractors Fianl Corrections (LLFIN)	5d	Aug 29 28	Sep 05 28
260	Lower Level Owner/Architect Acceptance (LLFIN)	0d	Sep 06 28	Sep 06 28
	Level 1	**170d**	**Mar 06 28**	**Nov 02 28**
	Level 1 Rough Ins	**41d**	**Mar 06 28**	**May 01 28**
263	Survey (Set level 1 Floor Controls) (L1RI)	1d	Mar 06 28	Mar 06 28
264	Layout Level 1 Walls (L1RI)	1d	Mar 07 28	Mar 07 28



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Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
265	Install Level 1 Elevator CMU (L1RI)	3d	Mar 08 28	Mar 10 28
266	Frame Level 1 Walls (L1RI)	4d	Mar 13 28	Mar 16 28
267	Install Blocking in Level 1 Walls (L1RI)	5d	Mar 17 28	Mar 23 28
268	Install Level 1 Plumbing Rough Ins (L1RI)	10d	Mar 17 28	Mar 30 28
269	Install Level 1 Mechanical Rough Ins (L1RI)	10d	Mar 24 28	Apr 06 28
270	Install Level 1 Electrical Rough Ins (L1RI)	10d	Mar 31 28	Apr 13 28
271	Install Level 1 Low Voltage/Fire Alarm Rough Ins (L1RI)	10d	Apr 07 28	Apr 20 28
272	Install Level 1 Fire Protection Rough Ins (L1RI)	10d	Apr 14 28	Apr 27 28
273	*Inspect & QC Level 1 Plumbing Rough Ins (L1RI)	1d	Mar 31 28	Mar 31 28
274	*Inspect & QC Level 1 Mechanical Rough Ins (L1RI)	1d	Apr 07 28	Apr 07 28
275	*Inspect & QC Level 1 Electrical Rough Ins (L1RI)	1d	Apr 14 28	Apr 14 28
276	*Inspect & QC Level 1 Low Voltage/Fire Alarm Rough Ins (L1RI)	1d	Apr 21 28	Apr 21 28
277	*Inspect, Test & QC Level 1 Fire Protection (L1RI)	1d	Apr 28 28	Apr 28 28
278	*Inspect & QC Level 1 Framing & Pentrations Fire Caulk (L1RI)	1d	May 01 28	May 01 28
	Level 1 Finishes	**129d**	**May 02 28**	**Nov 02 28**
280	Set Platform for Ceiling Work (L1FIN)	5d	May 02 28	May 08 28
281	Install Level 1 Insulation (L1FIN)	4d	May 09 28	May 12 28
282	*Inspect & QC Level 1 Insulation (L1FIN)	1d	May 15 28	May 15 28
283	Hang Level 1 Pre-Rock & Fire Tape (L1FIN)	5d	May 16 28	May 22 28
284	*Inspect & QC Level 1 Pre-Rock (L1FIN)	1d	May 23 28	May 23 28
285	Hang Level 1 Drywall (L1FIN)	10d	May 16 28	May 30 28
286	Finish Level 1 Drywall (L1FIN)	10d	May 23 28	Jun 06 28
287	Install Level 1 Doors & Trim (L1FIN)	2d	Jun 07 28	Jun 08 28
288	Prime & Paint Level 1 (L1FIN)	5d	Jun 09 28	Jun 15 28
289	Install Level 1 Wall Mill Work (L1FIN)	8d	Jun 16 28	Jun 27 28
290	Install Level 1 Mill Work Furnishings (L1FIN)	7d	Jun 28 28	Jul 07 28
291	Install Level 1 Floor Tile (L1FIN)	8d	Jul 10 28	Jul 19 28
292	Install Level 1 Wall Tile Kitchen #1 & #2 (L1FIN)	5d	Jul 20 28	Jul 26 28
293	Install Level 1 Cabinetry (L1FIN)	4d	Jul 27 28	Aug 01 28
294	Install Counter Tops (L1FIN)	1d	Aug 02 28	Aug 02 28
295	Install Level 1 Kitchens Appliances (L1FIN)	5d	Aug 03 28	Aug 09 28
296	Install Level 2 & 3 Kitchens Appliances (L1FIN)	10d	Aug 10 28	Aug 23 28
297	Install Level 1 Acoustical Grid (L1FIN)	5d	Aug 24 28	Aug 30 28
298	Install Level 1 Plumbing Trim Out & Connect Appliances (L1FIN)	10d	Aug 24 28	Sep 07 28
299	Install Level 1 Mechanical Trim Out & Connect Appliance (L1FIN)	10d	Aug 31 28	Sep 14 28
300	Install Level 1 Electrical Trim Out & Connect Appliances (L1FIN)	10d	Sep 08 28	Sep 21 28
301	Install Level 1 Low Voltage/Fire Alarm Trim Out & Connect Appliances (L1FIN)	10d	Sep 15 28	Sep 28 28
302	Install Level 1 Fire Protection Trim Out & Connect Appliances (L1FIN)	10d	Sep 22 28	Oct 05 28
303	Install Level 1 Door Hardware & Accessories (L1FIN)	2d	Sep 29 28	Oct 02 28
304	Install Level 1 Acoustical Panels (L1FIN)	2d	Oct 03 28	Oct 04 28
305	Level 1 Rough Clean (L1FIN)	2d	Oct 06 28	Oct 09 28
306	*Final Inspection of Level 1 (L1FIN)	1d	Oct 10 28	Oct 10 28
307	Level 1 Shaw Completion List (L1FIN)	1d	Oct 11 28	Oct 11 28
308	Level 1 Contractors Completion Items (L1FIN)	5d	Oct 12 28	Oct 18 28

Line | Name | OD | Start | Finish

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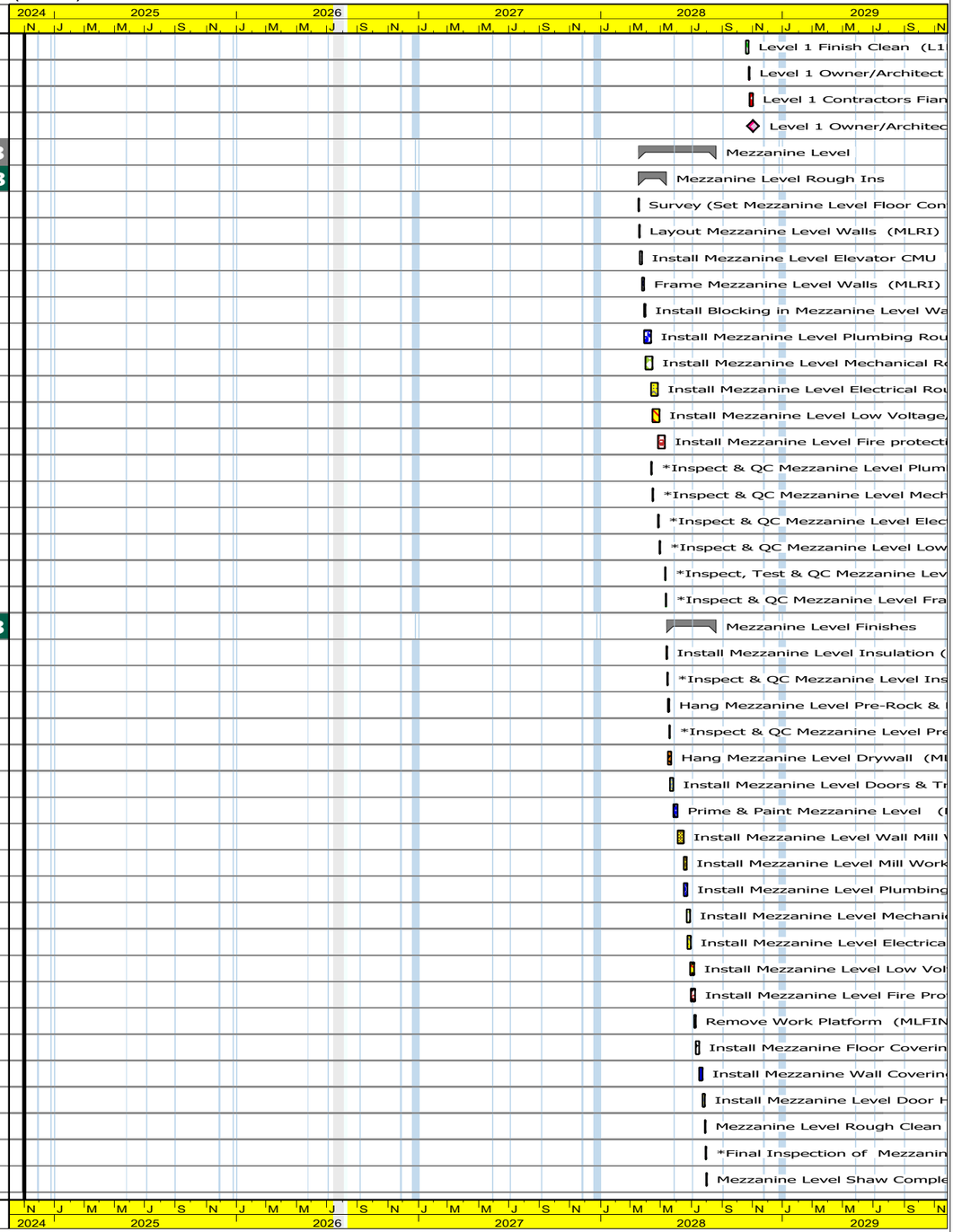
Aspen Armory Construction Schedule

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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
309	Level 1 Finish Clean (L1FIN)	4d	Oct 19 28	Oct 24 28
310	Level 1 Owner/Architect Punch List (L1FIN)	1d	Oct 25 28	Oct 25 28
311	Level 1 Contractors Fianl Corrections (L1FIN)	5d	Oct 26 28	Nov 01 28
312	Level 1 Owner/Architect Acceptance (L1FIN)	0d	Nov 02 28	Nov 02 28
	Mezzanine Level	**109d**	**Mar 17 28**	**Aug 21 28**
	Mezzanine Level Rough Ins	**40d**	**Mar 17 28**	**May 11 28**
315	Survey (Set Mezzanine Level Floor Controls) (MLRI)	1d	Mar 17 28	Mar 17 28
316	Layout Mezzanine Level Walls (MLRI)	1d	Mar 20 28	Mar 20 28
317	Install Mezzanine Level Elevator CMU (MLRI)	3d	Mar 21 28	Mar 23 28
318	Frame Mezzanine Level Walls (MLRI)	3d	Mar 24 28	Mar 28 28
319	Install Blocking in Mezzanine Level Walls (MLRI)	2d	Mar 29 28	Mar 30 28
320	Install Mezzanine Level Plumbing Rough Ins (MLRI)	10d	Mar 29 28	Apr 11 28
321	Install Mezzanine Level Mechanical Rough Ins (MLRI)	10d	Mar 31 28	Apr 13 28
322	Install Mezzanine Level Electrical Rough Ins (MLRI)	10d	Apr 12 28	Apr 25 28
323	Install Mezzanine Level Low Voltage/Fire Alarm Rough Ins (MLRI)	10d	Apr 14 28	Apr 27 28
324	Install Mezzanine Level Fire protection Rough Ins (MLRI)	10d	Apr 26 28	May 09 28
325	*Inspect & QC Mezzanine Level Plumbing Rough Ins (MLRI)	1d	Apr 12 28	Apr 12 28
326	*Inspect & QC Mezzanine Level Mechanical Rough Ins (MLRI)	1d	Apr 14 28	Apr 14 28
327	*Inspect & QC Mezzanine Level Electrical Rough Ins (MLRI)	1d	Apr 26 28	Apr 26 28
328	*Inspect & QC Mezzanine Level Low Voltage/Fire Alarm Rough Ins	1d	Apr 28 28	Apr 28 28
329	*Inspect, Test & QC Mezzanine Level Fire Protection (MLRI)	1d	May 10 28	May 10 28
330	*Inspect & QC Mezzanine Level Framing & Pentrations Fire Caulk	1d	May 11 28	May 11 28
	Mezzanine Level Finishes	**69d**	**May 12 28**	**Aug 21 28**
332	Install Mezzanine Level Insulation (MLFIN)	1d	May 12 28	May 12 28
333	*Inspect & QC Mezzanine Level Insulation (MLFIN)	1d	May 15 28	May 15 28
334	Hang Mezzanine Level Pre-Rock & Fire Tape (MLFIN)	2d	May 16 28	May 17 28
335	*Inspect & QC Mezzanine Level Pre-Rock (MLFIN)	1d	May 18 28	May 18 28
336	Hang Mezzanine Level Drywall (MLFIN)	5d	May 16 28	May 22 28
337	Install Mezzanine Level Doors & Trim (MLFIN)	5d	May 19 28	May 25 28
338	Prime & Paint Mezzanine Level (MLFIN)	5d	May 26 28	Jun 02 28
339	Install Mezzanine Level Wall Mill Work (MLFIN)	9d	Jun 05 28	Jun 15 28
340	Install Mezzanine Level Mill Work Furnishings (MLFIN)	4d	Jun 16 28	Jun 21 28
341	Install Mezzanine Level Plumbing Trim Out & Connect Appliances (MLFIN)	5d	Jun 16 28	Jun 22 28
342	Install Mezzanine Level Mechanical Trim Out & Connect Appliance (MLFIN)	5d	Jun 22 28	Jun 28 28
343	Install Mezzanine Level Electrical Trim Out & Connect Appliances	5d	Jun 23 28	Jun 29 28
344	Install Mezzanine Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (MLFIN)	5d	Jun 29 28	Jul 06 28
345	Install Mezzanine Level Fire Protection Trim Out & Connect Appliances (MLFIN)	5d	Jun 30 28	Jul 07 28
346	Remove Work Platform (MLFIN)	2d	Jul 07 28	Jul 10 28
347	Install Mezzanine Floor Coverings (MLFIN)	5d	Jul 11 28	Jul 17 28
348	Install Mezzanine Wall Coverings (MLFIN)	5d	Jul 18 28	Jul 24 28
349	Install Mezzanine Level Door Hardware & Accessories (MLFIN)	3d	Jul 25 28	Jul 27 28
350	Mezzanine Level Rough Clean (MLFIN)	1d	Jul 28 28	Jul 28 28
351	*Final Inspection of Mezzanine Level (MLFIN)	1d	Jul 31 28	Jul 31 28
352	Mezzanine Level Shaw Completion List (MLFIN)	1d	Aug 01 28	Aug 01 28



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Aspen Armory Construction Schedule

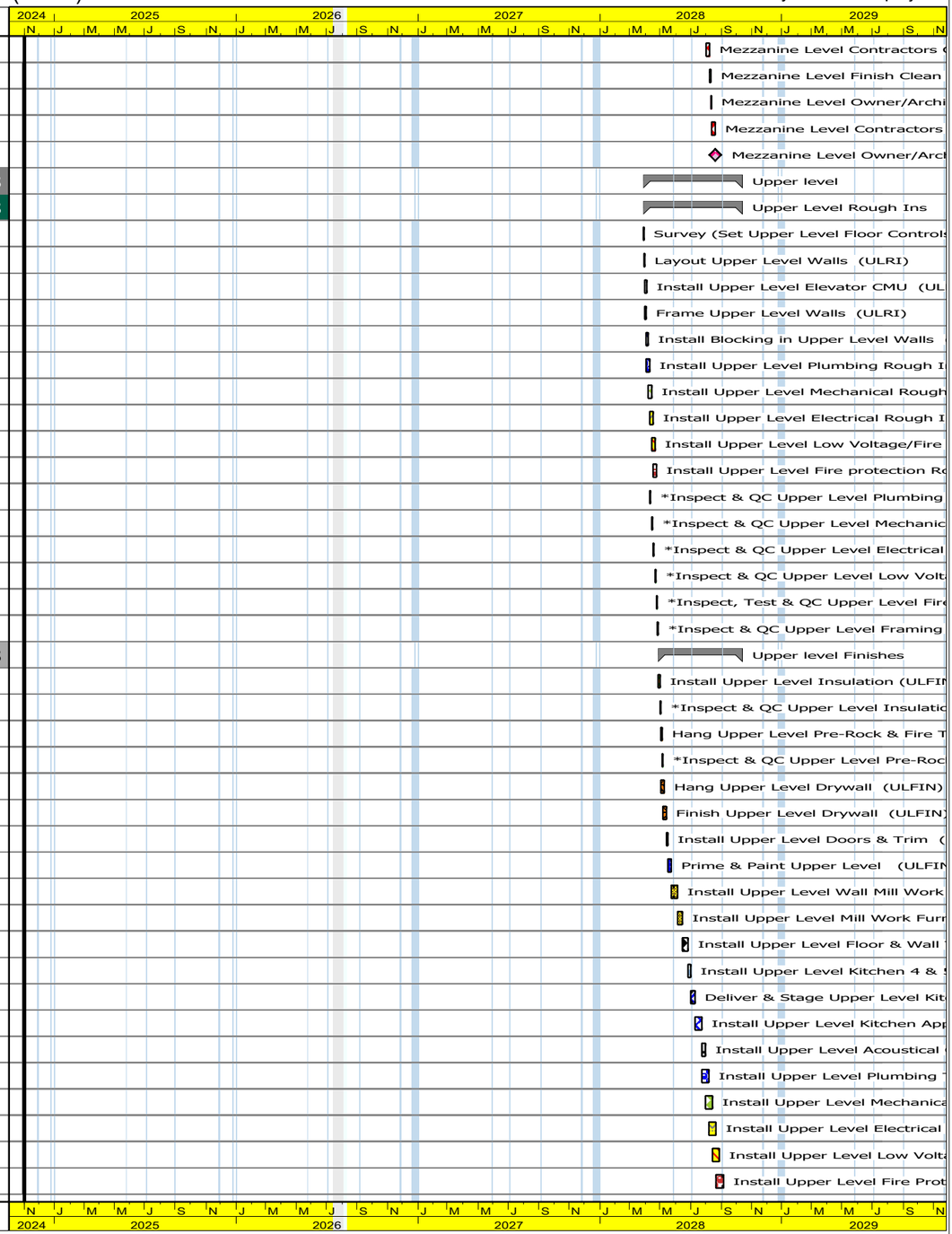
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*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
353	Mezzanine Level Contractors Completion Items (MLFIN)	5d	Aug 02 28	Aug 08 28
354	Mezzanine Level Finish Clean (MLFIN)	2d	Aug 09 28	Aug 10 28
355	Mezzanine Level Owner/Architect Punch List (MLFIN)	1d	Aug 11 28	Aug 11 28
356	Mezzanine Level Contractors Fianl Corrections (MLFIN)	5d	Aug 14 28	Aug 18 28
357	Mezzanine Level Owner/Architect Acceptance (MLFIN)	0d	Aug 21 28	Aug 21 28
	Upper level	**139d**	**Mar 29 28**	**Oct 13 28**
	Upper Level Rough Ins	**139d**	**Mar 29 28**	**Oct 13 28**
360	Survey (Set Upper Level Floor Controls) (ULRI)	1d	Mar 29 28	Mar 29 28
361	Layout Upper Level Walls (ULRI)	1d	Mar 30 28	Mar 30 28
362	Install Upper Level Elevator CMU (ULRI)	3d	Mar 31 28	Apr 04 28
363	Frame Upper Level Walls (ULRI)	2d	Mar 31 28	Apr 03 28
364	Install Blocking in Upper Level Walls (ULRI)	3d	Apr 04 28	Apr 06 28
365	Install Upper Level Plumbing Rough Ins (ULRI)	5d	Apr 04 28	Apr 10 28
366	Install Upper Level Mechanical Rough Ins (ULRI)	5d	Apr 07 28	Apr 13 28
367	Install Upper Level Electrical Rough Ins	5d	Apr 11 28	Apr 17 28
368	Install Upper Level Low Voltage/Fire Alarm Rough Ins (ULRI)	5d	Apr 14 28	Apr 20 28
369	Install Upper Level Fire protection Rough Ins (ULRI)	5d	Apr 18 28	Apr 24 28
370	*Inspect & QC Upper Level Plumbing Rough Ins (ULRI)	1d	Apr 11 28	Apr 11 28
371	*Inspect & QC Upper Level Mechanical Rough Ins (ULRI)	1d	Apr 14 28	Apr 14 28
372	*Inspect & QC Upper Level Electrical Rough Ins (ULRI)	1d	Apr 18 28	Apr 18 28
373	*Inspect & QC Upper Level Low Voltage/Fire Alarm Rough Ins (ULRI)	1d	Apr 21 28	Apr 21 28
374	*Inspect, Test & QC Upper Level Fire Protection (ULRI)	1d	Apr 25 28	Apr 25 28
375	*Inspect & QC Upper Level Framing & Pentrations Fire Caulk (ULRI)	1d	Apr 26 28	Apr 26 28
376	**Upper level Finishes**	**118d**	**Apr 27 28**	**Oct 13 28**
377	Install Upper Level Insulation (ULFIN)	3d	Apr 27 28	May 01 28
378	*Inspect & QC Upper Level Insulation (ULFIN)	1d	May 02 28	May 02 28
379	Hang Upper Level Pre-Rock & Fire Tape (ULFIN)	2d	May 03 28	May 04 28
380	*Inspect & QC Upper Level Pre-Rock (ULFIN)	1d	May 05 28	May 05 28
381	Hang Upper Level Drywall (ULFIN)	5d	May 03 28	May 09 28
382	Finish Upper Level Drywall (ULFIN)	5d	May 08 28	May 12 28
383	Install Upper Level Doors & Trim (ULFIN)	2d	May 15 28	May 16 28
384	Prime & Paint Upper Level (ULFIN)	5d	May 17 28	May 23 28
385	Install Upper Level Wall Mill Work (ULFIN)	8d	May 24 28	Jun 05 28
386	Install Upper Level Mill Work Furnishings (ULFIN)	7d	Jun 06 28	Jun 14 28
387	Install Upper Level Floor & Wall Tile (ULFIN)	8d	Jun 15 28	Jun 26 28
388	Install Upper Level Kitchen 4 & 5 FRP (ULFIN)	4d	Jun 27 28	Jun 30 28
389	Deliver & Stage Upper Level Kitchen Appliances (ULFIN)	5d	Jul 03 28	Jul 10 28
390	Install Upper Level Kitchen Appliances (ULFIN)	10d	Jul 11 28	Jul 24 28
391	Install Upper Level Acoustical Grid (ULFIN)	5d	Jul 25 28	Jul 31 28
392	Install Upper Level Plumbing Trim Out & Connect Appliances	10d	Jul 25 28	Aug 07 28
393	Install Upper Level Mechanical Trim Out & Connect Appliance (ULFIN)	10d	Aug 01 28	Aug 14 28
394	Install Upper Level Electrical Trim Out & Connect Appliances (ULFIN)	10d	Aug 08 28	Aug 21 28
395	Install Upper Level Low Voltage/Fire Alarm Trim Out & Connect Appliances (ULFIN)	10d	Aug 15 28	Aug 28 28
396	Install Upper Level Fire Protection Trim Out & Connect Appliances (ULFIN)	10d	Aug 22 28	Sep 05 28

| Line | Name | OD | Start | Finish |



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Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
397	Install Upper Level Door Hardware & Accessories (ULFIN)	5d	Sep 06 28	Sep 12 28
398	Install Upper Level Acoustical Panels (ULFIN)	2d	Sep 13 28	Sep 14 28
399	Upper Level Rough Clean (ULFIN)	2d	Sep 15 28	Sep 18 28
400	*Final Inspection of Upper Level (ULFIN)	1d	Sep 19 28	Sep 19 28
401	Upper Level Shaw Completion List (ULFIN)	1d	Sep 20 28	Sep 20 28
402	Upper Level Contractors Completion Items (ULFIN)	5d	Sep 21 28	Sep 27 28
403	Upper Level Finish Clean (ULFIN)	5d	Sep 28 28	Oct 04 28
404	Upper Level Owner/Architect Punch List (ULFIN)	1d	Oct 05 28	Oct 05 28
405	Upper Level Contractors Fianl Corrections (ULFIN)	5d	Oct 06 28	Oct 12 28
406	Upper Level Owner/Architect Acceptance (ULFIN)	0d	Oct 13 28	Oct 13 28
	Conveying	**275d**	**Sep 03 27**	**Oct 03 28**
	Elevator (4 Stops)	**50d**	**Apr 05 28**	**Jun 14 28**
409	Mobilze & Material Delivery	3d	Apr 05 28	Apr 07 28
410	Install Work Platform	3d	Apr 10 28	Apr 12 28
411	Install Rails	5d	Apr 13 28	Apr 19 28
412	Set Mechine & Controls	3d	Apr 20 28	Apr 24 28
413	Install Levels Door Frames & Doors	8d	Apr 25 28	May 04 28
414	Build Car	5d	May 05 28	May 11 28
415	Install Interiors	5d	May 12 28	May 18 28
416	Install Pit Ladder	1d	May 19 28	May 19 28
417	Install Pump Pump & Pipe In	2d	May 22 28	May 23 28
418	Install Electrical & Fire Alarm	2d	May 24 28	May 25 28
419	Install Fire Protection	2d	May 26 28	May 30 28
420	Install Floor Covering	2d	May 31 28	Jun 01 28
421	Adjust Elevator	5d	Jun 02 28	Jun 08 28
422	Pre-Test Elevator for State Inspection	4d	Jun 09 28	Jun 14 28
	Stairways	**275d**	**Sep 03 27**	**Oct 03 28**
	Vistors Center Staiway (L.L to L1)	**17d**	**Sep 03 27**	**Sep 28 27**
425	F/R Concrete Staiway V.C.	5d	Sep 03 27	Sep 10 27
426	*Inspect & QC Concrete Stairway V.C.	1d	Sep 13 27	Sep 13 27
427	Case Concrete Stairway V.C.	1d	Sep 14 27	Sep 14 27
428	Install Metal Guard & Grab Railing V.C.	5d	Sep 15 27	Sep 21 27
429	Paint V.C. Stairwell V.C.	3d	Sep 22 27	Sep 24 27
430	Install Lighting & Fire Alarm V.C.	2d	Sep 27 27	Sep 28 27
	Central Stairway (L1 - Upper Level)	**60d**	**Jul 11 28**	**Oct 03 28**
432	Frame Central Stairway Walls & Stringers (CLS)	10d	Jul 11 28	Jul 24 28
433	Install Framing Treads & Risers (CLS)	5d	Jul 25 28	Jul 31 28
434	Install Wall Finishes Central Stairway (CLS)	7d	Aug 01 28	Aug 09 28
435	Install Finish Treads & Risers Central Stairway (CLS)	8d	Aug 10 28	Aug 21 28
436	Install Mill Work for Central Stairway (CLS)	10d	Aug 22 28	Sep 05 28
437	Install Guard & Grab Rails for Central Stairway (CLS)	10d	Sep 06 28	Sep 19 28
438	Install Finish Central Stairway (CLS)	10d	Sep 20 28	Oct 03 28
	Egree Stairway (L.L. to Upper Level)	**46d**	**Feb 09 28**	**Apr 12 28**
440	Frame Egrees Stairway (LLS)	10d	Feb 09 28	Feb 22 28

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Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
441	Install Finishes Stringers, Treads & Risers (LLS)	10d	Feb 23 28	Mar 07 28
442	Install Stairways Underside Finishes (LLS)	5d	Mar 08 28	Mar 14 28
443	Install Guard & Grab Railings (LLS)	10d	Mar 15 28	Mar 28 28
444	Install Finish for Egree Stairway (LLS)	8d	Mar 29 28	Apr 07 28
445	Install Lighting & Fire Alarm for Egree Stairway (LLS)	3d	Apr 10 28	Apr 12 28
	Final Sitework	**114d**	**Apr 14 28**	**Sep 25 28**
	Site Hardscapes	**114d**	**Apr 14 28**	**Sep 25 28**
	Park Hardscape Improvements	**78d**	**May 18 28**	**Sep 07 28**
449	Excavate & Install Park Exterior Lighting & Irrigation Sleves	3d	May 18 28	May 22 28
450	Excavate & Install Park Storm Drainage Branch Lines	2d	May 23 28	May 24 28
451	Cut Parks Final Contour Grades	3d	May 25 28	May 30 28
452	Survey (Set Controls for Parks Exterior Deck)	1d	May 31 28	May 31 28
453	Vac Excavate for Parks Elevated Deck Piers	5d	Jun 01 28	Jun 07 28
454	*COA Forester/Parks Inspection	1d	Jun 08 28	Jun 08 28
455	F/R & Set Embeds Parks Elevated Deck	3d	Jun 09 28	Jun 13 28
456	*Inspect & QC Parks Elevated Deck Piers Reinforcing	2d	Jun 14 28	Jun 15 28
457	Cast Parks Elevated Deck Piers	2d	Jun 16 28	Jun 19 28
458	Set Parks Elevated Decks Structure Steel	8d	Jun 20 28	Jun 29 28
459	*Inspect & QC Decks Structure Steel	1d	Jun 30 28	Jun 30 28
460	Install Elevated Deck & Stairs Pre-Fabricated Grating	5d	Jul 03 28	Jul 10 28
461	Install Elevated Decks Railings	5d	Jul 11 28	Jul 17 28
462	Install Elevated Decks Monumental Park Signage	1d	Jul 18 28	Jul 18 28
463	Survey (Set Controls for Stage)	1d	Jul 19 28	Jul 19 28
464	Excavate & Compact for Stage Footings	2d	Jul 20 28	Jul 21 28
465	*Geo Tec Testing for Stage Footings	1d	Jul 24 28	Jul 24 28
466	F/R Stage Footings	1d	Jul 25 28	Jul 25 28
467	*Inspect & QC Stage Footings Reinforcing	1d	Jul 26 28	Jul 26 28
468	Cast Stage Footings	1d	Jul 27 28	Jul 27 28
469	F/R Stages Stem walls	2d	Jul 28 28	Jul 31 28
470	*Inspect & QC Stages Stem Walls	1d	Aug 01 28	Aug 01 28
471	Cast Stages Stem Walls	1d	Aug 02 28	Aug 02 28
472	Back Fill & Comapct Stage Foundation	2d	Aug 03 28	Aug 04 28
473	F/R Stages S.O.G.	1d	Aug 07 28	Aug 07 28
474	*Inspect & QC Stages S.O.G. Reinforcing	1d	Aug 08 28	Aug 08 28
475	Case Stages S.O.G.	1d	Aug 09 28	Aug 09 28
476	Construct Stage Structure Steel Frame	3d	Aug 10 28	Aug 14 28
477	Install Stages Finishes	3d	Aug 15 28	Aug 17 28
478	Excavate & Install Site Light Conduits	3d	Aug 18 28	Aug 22 28
479	Excavate & Install Irrigation Lines	3d	Aug 23 28	Aug 25 28
480	Fine Grade and Base for Parks Pavers	3d	Aug 28 28	Aug 30 28
481	Install Parks Pavers	5d	Aug 31 28	Sep 07 28
	Buildings Hardscape Improvements	**80d**	**Apr 14 28**	**Aug 07 28**
483	Survey (Set Controls for Hardscapes)	1d	Apr 14 28	Apr 14 28
484	Excavate & Install Exterior Lighting & Irrigation Sleves	4d	Apr 17 28	Apr 20 28

Line | Name | OD | Start | Finish

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Aspen Armory Construction Schedule

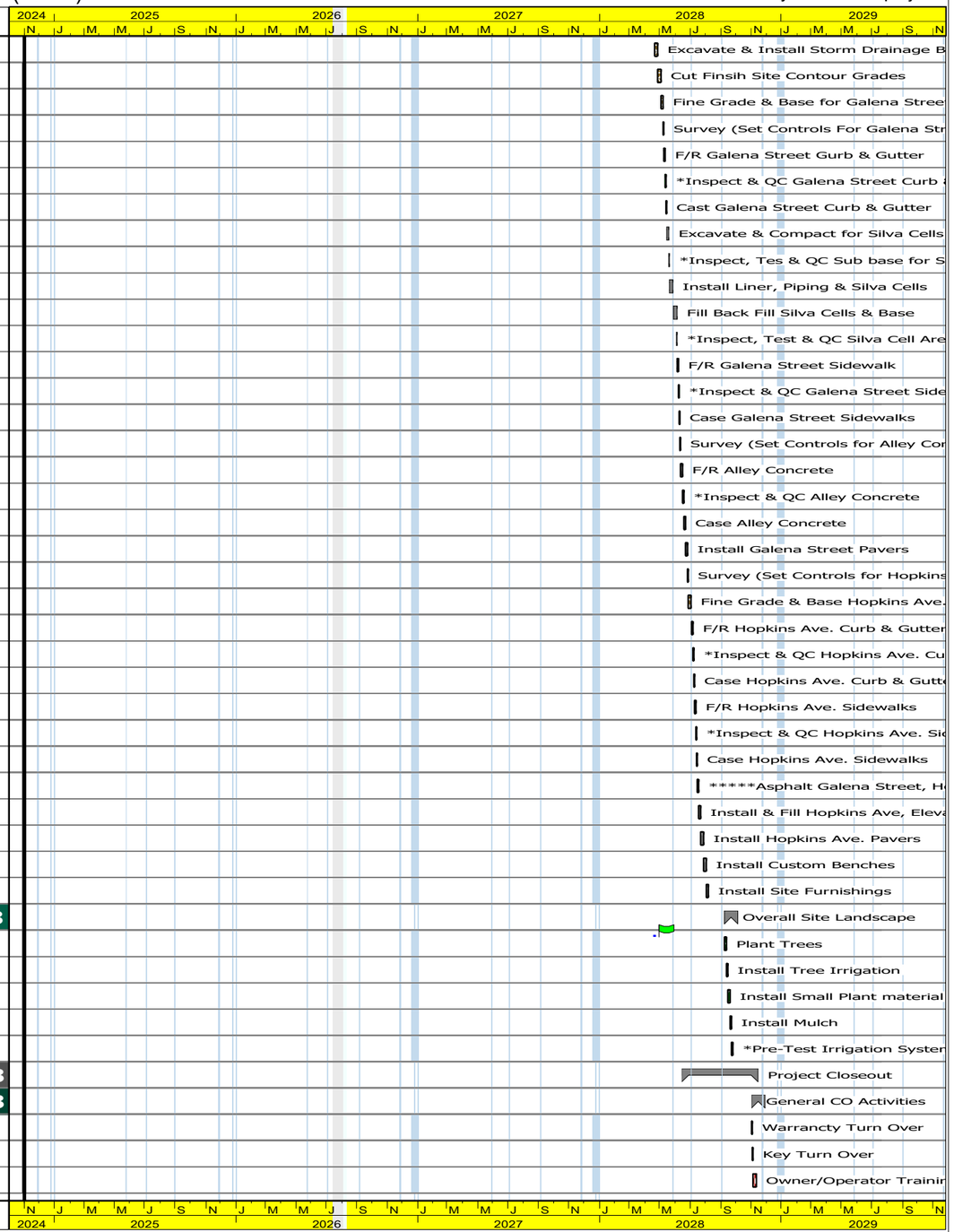
Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
485	Excavate & Install Storm Drainage Branch Lines	4d	Apr 21 28	Apr 26 28
486	Cut Finsih Site Contour Grades	5d	Apr 27 28	May 03 28
487	Fine Grade & Base for Galena Street Curb, Gutter & Sidewalks	3d	May 04 28	May 08 28
488	Survey (Set Controls For Galena Streets Gurb, Gutter & Sidewalks)	1d	May 09 28	May 09 28
489	F/R Galena Street Gurb & Gutter	2d	May 10 28	May 11 28
490	*Inspect & QC Galena Street Curb & Gutter	1d	May 12 28	May 12 28
491	Cast Galena Street Curb & Gutter	1d	May 15 28	May 15 28
492	Excavate & Compact for Silva Cells	3d	May 16 28	May 18 28
493	*Inspect, Tes & QC Sub base for Silva Cells	1d	May 19 28	May 19 28
494	Install Liner, Piping & Silva Cells	5d	May 22 28	May 26 28
495	Fill Back Fill Silva Cells & Base	5d	May 30 28	Jun 05 28
496	*Inspect, Test & QC Silva Cell Area	1d	Jun 05 28	Jun 05 28
497	F/R Galena Street Sidewalk	2d	Jun 06 28	Jun 07 28
498	*Inspect & QC Galena Street Sidewalks	1d	Jun 08 28	Jun 08 28
499	Case Galena Street Sidewalks	1d	Jun 09 28	Jun 09 28
500	Survey (Set Controls for Alley Concrete)	1d	Jun 12 28	Jun 12 28
501	F/R Alley Concrete	3d	Jun 13 28	Jun 15 28
502	*Inspect & QC Alley Concrete	2d	Jun 16 28	Jun 19 28
503	Case Alley Concrete	2d	Jun 20 28	Jun 21 28
504	Install Galena Street Pavers	3d	Jun 22 28	Jun 26 28
505	Survey (Set Controls for Hopkins Ave. Planters & Sidewalks)	1d	Jun 27 28	Jun 27 28
506	Fine Grade & Base Hopkins Ave. Gurb, Gutter & Sidewalks	4d	Jun 28 28	Jul 03 28
507	F/R Hopkins Ave. Curb & Gutter	2d	Jul 05 28	Jul 06 28
508	*Inspect & QC Hopkins Ave. Curb & Gutter	1d	Jul 07 28	Jul 07 28
509	Case Hopkins Ave. Curb & Gutter	1d	Jul 10 28	Jul 10 28
510	F/R Hopkins Ave. Sidewalks	2d	Jul 11 28	Jul 12 28
511	*Inspect & QC Hopkins Ave. Sidewalks	1d	Jul 13 28	Jul 13 28
512	Case Hopkins Ave. Sidewalks	1d	Jul 14 28	Jul 14 28
513	*****Asphalt Galena Street, Hopkins Ave. & Alley	2d	Jul 17 28	Jul 18 28
514	Install & Fill Hopkins Ave, Elevated Planters	3d	Jul 19 28	Jul 21 28
515	Install Hopkins Ave. Pavers	4d	Jul 24 28	Jul 27 28
516	Install Custom Benches	4d	Jul 28 28	Aug 02 28
517	Install Site Furnishings	3d	Aug 03 28	Aug 07 28
	Overall Site Landscape	**12d**	**Sep 08 28**	**Sep 25 28**
519	Plant Trees	3d	Sep 08 28 *	Sep 12 28
520	Install Tree Irrigation	2d	Sep 13 28	Sep 14 28
521	Install Small Plant material	3d	Sep 15 28	Sep 19 28
522	Install Mulch	2d	Sep 20 28	Sep 21 28
523	*Pre-Test Irrigation System (Wels Compliance)	2d	Sep 22 28	Sep 25 28
	Project Closeout	**107d**	**Jun 15 28**	**Nov 14 28**
	General CO Activities	**7d**	**Nov 02 28**	**Nov 10 28**
526	Warrancty Turn Over	1d	Nov 02 28	Nov 02 28
527	Key Turn Over	1d	Nov 03 28	Nov 03 28
528	Owner/Operator Training	5d	Nov 06 28	Nov 10 28

Line | Name | OD | Start | Finish



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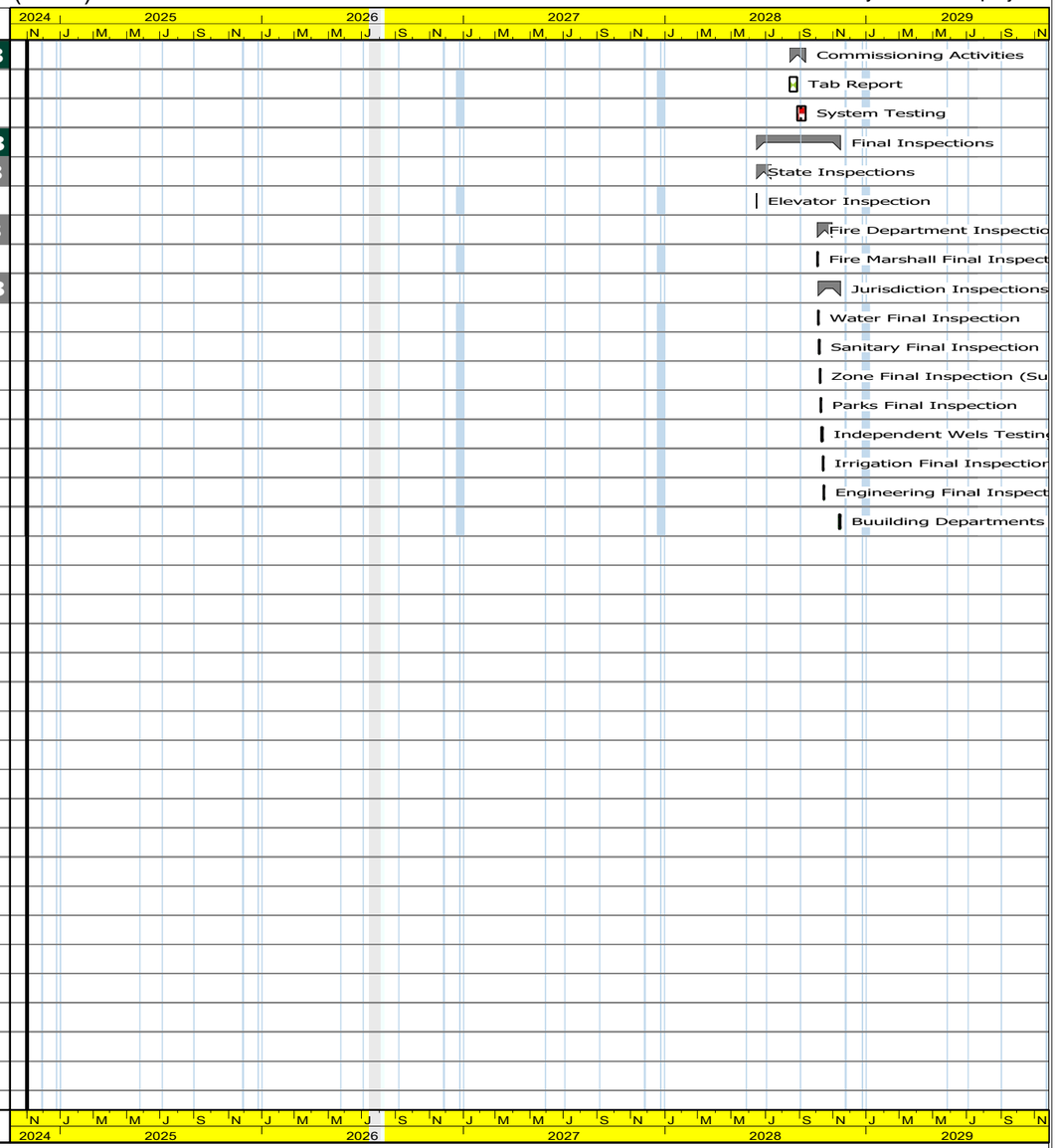
Aspen Armory Construction Schedule

Printed: 7/15/2026

*** Shaw - All Work + Summary Bars (w/ TF)

Planned by Asta Powerproject

Line	Name	OD	Start	Finish
	Commissioning Activities	**20d**	**Aug 15 28**	**Sep 12 28**
530	Tab Report	10d	Aug 15 28	Aug 28 28
531	System Testing	10d	Aug 29 28	Sep 12 28
	Final Inspections	**107d**	**Jun 15 28**	**Nov 14 28**
	State Inspections	**1d**	**Jun 15 28**	**Jun 15 28**
534	Elevator Inspection	1d	Jun 15 28	Jun 15 28
	Fire Department Inspections	**1d**	**Oct 04 28**	**Oct 04 28**
536	Fire Marshall Final Inspection	1d	Oct 04 28	Oct 04 28
	Jurisdiction Inspections	**29d**	**Oct 05 28**	**Nov 14 28**
538	Water Final Inspection	1d	Oct 05 28	Oct 05 28
539	Sanitary Final Inspection	1d	Oct 06 28	Oct 06 28
540	Zone Final Inspection (Submit T.O.P. Survey Table Early)	1d	Oct 09 28	Oct 09 28
541	Parks Final Inspection	1d	Oct 10 28	Oct 10 28
542	Independent Wels Testing & Report	2d	Oct 11 28	Oct 12 28
543	Irrigation Final Inspection	1d	Oct 13 28	Oct 13 28
544	Engineering Final Inspection	1d	Oct 16 28	Oct 16 28
545	Buuilding Departments Final Inspection (Certificate of Occupancy)	2d	Nov 13 28	Nov 14 28



Responsibility,Impacts

Demo, MEPF Contractors, S.O.E. (Piles), Structureual Movers, Masonary, Finish Carpentry

Commercial Kitchen, Cleaners, All Contractors, SHAW, WEATHER IMPACT, Owner, Architect

Engineer, Inspections, Dirtwork, Outside Power, Concrete, Structural Steel, Framing, Ext Skin, Roofing

Windows, Insulation, Mechanical, Plumbing, Electrician, Fire Alarm, Fire Sprinkler, Drywall, Ceiling Grid & Tile

Flooring, Painter, Millwork & Casework, Doors, Frames, Hardware, Elevator, Site Hardscapes, Site Landscaping, Paving

Calendar Exceptions

Holiday

SHAW CONSTRUCTION Since 1962

Owner: Shaw Construction

Progress Period (Data Date): 11/1/2024

Start Date: 11/1/2024
Finish Date: 11/19/2028

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

SHAW CONSTRUCTION

Pending Change Order
No. 002

Aspen Armory Hall
130 S Galena
Aspen, CO 81611

Project No: 20494-

PCO No. 002 Builders Risk Policy **Date Sent: 8/28/2026**

Transmitted To:

Ben Levenson, Senior Project Manager
Aspen, City of
427 Rio Grande Pl
Aspen, CO 81611

From:

James de la Garza, Project Manager
Shaw Construction LLC
Tel: 720-584-2532
Fax:
Email: jamesdelagarza@shawconstruction.net

Description of Proposal:

Per 11.2.2 of the AIA A201 General Conditions, Owner does not intend to purchase property insurance and is electing to have Contractor procure such insurances that will protect the interest of the Contractor, Subcontractors and sub-Subcontractors in the Work by appropriate Change Order. All other terms of Article 11.2 Owner's Insurance remain unchanged. Contractor's policy excludes any Optional Extended Project Insurances as defined in Article A.2.4 of the AIA A102-2017 Exhibit A.

The total cost for the Builder's Risk Policy per the attached documents is $515,718.17. This amount will change if there are any future changes to the contract value or the project duration which will be billed out at a rate of 1.16% to any additional costs.

Cost Summary for Item : 1 Builders Risk Policy

Phase	Description	Quantity	Unit Price	Amount
019101- -002	Builders Risk Policy	1 LS	515,718.17	515,718.17
			Net Total for Item 1:	**$515,718.17**

Description	Percentage	Amount
Performance Bond	0.83%	4,280.46
Fee	4.00%	20,799.95
	Subtotal:	**$25,080.41**

Total Item #1: **$540,798.58**

Time Extension: **NONE**

Grand Total PCO #002: **$540,798.58**

Total Time Extension: **NONE**

Submitted By: *Shaw Construction LLC*

Signature James de la Garza Digitally signed by James de la Garza DN: C=US, E=jamesdelagarza@shawconstruction.net, O=Shaw Construction, CN=James de la Garza Date: 2026.08.28 09:12:31-06'00' Date 8/28/26

Name *James de la Garza, Project Manager*

Authorized By: Aspen, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature _____ Date _____

Name *Ben Levenson, Senior Project Manager*

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

MOODY
INSURANCE AGENCY

INVOICE

Customer	Shaw Construction Holdings LLC
Acct #	2705
Date	08/25/2026
Customer Service	Lindsey Murray, CIC, CRM
Page	1 of 1

Payment Information	
Invoice Summary	$ 515,718.17
Payment Amount	
Payment for:	Invoice#735157
TBD	

Shaw Construction Holdings LLC
300 Kalamath St
Denver, CO 80223-1150

Thank You

Please detach and return with payment

Customer: Shaw Construction Holdings LLC

Invoice	Effective	Transaction	Description	Amount
735157	08/19/2026	New business	Policy #TBD 08/19/2026-12/20/2028 Lloyd's of London	
			BR- The Armory - BR - The Armory	484,848.00
			Policy Fee - BR - The Armory	15,000.00
			SLAS/Broker - BR - The Armory	874.73
			Surplus Lines Tax - BR - The Armory	14,995.44

Total
$ 515,718.17

Thank You

Moody Insurance Agency, Inc.
8055 East Tufts Avenue Suite 1000
Denver, CO 80237

(303)824-6600
info@moodyins.com

Date
08/25/2026

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

MOODY
INSURANCE AGENCY

Builders Risk Proposal

Shaw Construction Holdings LLC
The Armory

*Revised 8/7/2026

Moody Insurance Agency |8055 East Tufts Avenue Suite 1000 |Denver, CO 80237 | (303)824-6600

This summary is not intended to supersede the carrier quotes, binder or policy. This does not include all terms, coverage, exclusions, limitations or conditions contained in the policy

Docusign Envelope ID: 9AEC4BBF-61B7-82E7-8347-89F7638A2B33

Builders Risk Premium Summary Option 1 - NO EXISTING STURCTURE COVERAGE

The project entails an existing 4 story, 130+ year old historic building in downtown Aspen constructed out of 3-wythe brick masonry structural exterior walls, that we will be lifting in the air and constructing a completely new structural foundation and setting the building back down on top of, then proceed to remodel the interior structure and interior spaces of the building.

07/06/2026 - 11/6/2028

Builder's Risk

Carrier	Approx. Percentage	Participation	Term Premium*	Fees	Subtotal Premium	Surplus Lines Taxes & Fees	Total Term Premium
Price Forbes	100%	$44,684,905	$484,848	$15,000	**$499,848**	$15,870	$515,718
Total Program	**100%**	**$44,684,905**	**$484,848**	**$15,000**	**$499,848**	**$15,870**	**$515,718**

Builder's Risk Values:

Hard Costs	$ 44,684,905
Soft Costs	Not Covered
Loss of Rental Income	Not Covered
TOTAL	$ 44,684,905

***TRIA is available via a monoline option

Minimum Earned Premium **35%**

Rates:

Annual Rate/ $100	$0.46
Term Rate	$1.09
Term	854

Deductibles:

AOP	**$50,000**
Earth Movement	**NCP**
Flood	**NCP**
Wind/Hail	**$50,000**
Water Damage	**$150,000**
Named Storm	**$50,000**
Soft Cost	**NCP**

NOTE: Any change in term or values will result in re-rating.

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

CITY OF ASPEN STANDARD FORM OF AGREEMENT

SUPPLY PROCUREMENT

City of Aspen Contract No.: 2026-278

AGREEMENT made 2026-09-01.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

Bobcat of the Rockies
3184 Hall Ave
Grand Junction, CO 81504
US
970-985-6260
mbuchanan@bobcatoftherockies.com

Contract Amount:

Total: $ **167,328.08**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 09/15/2026

Resolution No.: 2026-109

For the Following Project:

2026 Aspen Parks Bobcat Tool Cat Replacement

Exhibits appended and made a part of this Agreement:

Exhibit A: List of supplies, equipment, or materials to be purchased.
Exhibit B: Sourcewell Solicitation Number: RFP #020223

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

1. Purchase. Vendor agrees to sell and City agrees to purchase the items on **Exhibit A** appended hereto and by this reference incorporated herein as if fully set forth here for the sum set forth hereinabove.

2. Delivery. (FOB City of Aspen 1080 Power Plant Road Aspen, CO 81611).
[Delivery Address]

3. Contract Documents. This Agreement shall include all Contract Documents as the same are listed in the Invitation to Bid and said Contract Document are hereby made a part of this Agreement as if fully set out at length herein.

4. Warranties. See Exhibit B.

5. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Vendor respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Vendor shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

6. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Vendor or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Vendor because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

7. Waivers. No waiver of default by either party of any of the terms, covenants or conditions hereof to be performed, kept and observed by the other party shall be construed, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

8. Agreement Made in Colorado. The parties agree that this Agreement was made in accordance with the laws of the State of Colorado and shall be so construed. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

9. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

10. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

11. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Vendor certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Vendor or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

12. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(A) Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business.

(B) Vendor agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(C) Vendor represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

(D) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a vendor, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Vendor; and
4. Recover such value from the offending parties.

13. Termination for Default or for Convenience of City. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

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14. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City using state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

15. City Council Approval. If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

16. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform under this Agreement. Vendor agrees to meet all of the requirements of City's municipal code, section 13-98, pertaining to nondiscrimination in employment. Vendor further agrees to comply with the letter and the spirit of the Colorado Antidiscrimination Act of 1957, as amended and other applicable state and federal laws respecting discrimination and unfair employment practices.

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

17. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, vendor understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

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18. Authorized Representative. The undersigned representative of Vendor, as an inducement to the City to execute this Agreement, represents that he/she is an

    authorized representative of Vendor for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

19. Electronic Signatures and Electronic Records This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

20. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the Services hereunder meets these standards, Professional may be required to demonstrate compliance. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

21. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon the City of Aspen unless accepted in writing by an authorized representative of the City. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement

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and any other document attached thereto which cannot be resolved by giving effect to both provisions, the City of Aspen Standard Form of Agreement shall control.

IN WITNESS WHEREOF, The City and the Vendor, respectively have caused this Agreement to be duly executed the day and year first herein, of which, to all intents and purposes, shall be considered as the original.

FOR THE CITY OF ASPEN:

By: _____

_____
Date

_____
City Attorney's Office

SUPPLIER:

DocuSigned by:
Mark Buchanan
_____
9CDE21ED1B3244C...

By: Mark Buchanan

Territory Manager
Title

9/1/2026 | 1:28:47 PM PDT
Date

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

Quotation Number: **MB1990672**
Quote Sent Date: **Aug 26, 2026**
Expiration Date: **Aug 31, 2026**
Prepared By: **Mark Buchanan**
Phone: (970) 985-6260
Email: mbuchanan@bobcatoftherockies.com

Customer
City of Aspen
1080 POWER PLANT RD
ASPEN, CO, 81611-1404
Phone: +1 970 456 5990

Contact
Steve Barr
Phone: +1 970 920 5130
Email: steve.barr@aspen.gov

Dealer
Bobcat of the Rockies, Grand Junction, CO
3184 HALL AVENUE
GRAND JUNCTION, CO, 81504-6036

Item Name	Item Number	Quantity	Price Each	Total
Bobcat UW56	M1225	1	89,148.00	89,148.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive				
Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package	M1225-P01-C01	1	3,407.00	3,407.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	295.00	295.00
Engine Block Heater	M1225-A01-C02	1	168.00	168.00
Heavy Duty Battery	M1225-R07-C02	1	121.00	121.00
High Flow Package	M1225-R03-C02	1	2,275.00	2,275.00
Interior Trim	M1225-A01-C04	1	237.00	237.00

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Power Bob-Tach	M1225-R14-C03	1	1,326.00	1,326.00
Radio Option	M1225-R15-C02	1	622.00	622.00
Rear View Camera	M1225-R20-C01	1	413.00	413.00
Traction Control	M1225-R16-C02	1	730.00	730.00
48 Month/2000 Hour Full Extended Warranty	9986366	1	3,500.00	3,500.00
	Total for Bobcat UW56			102,242.00
Bobcat UW56	M1225	1	89,148.00	89,148.00
Standard Equipment: Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive			Horsepower Management Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light Hydraulic Dump Box Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts. Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty		
Deluxe Road Package	M1225-P01-C01	1	3,407.00	3,407.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
Attachment Control	M1225-R08-C02	1	295.00	295.00
Engine Block Heater	M1225-A01-C02	1	168.00	168.00
Heavy Duty Battery	M1225-R07-C02	1	121.00	121.00
High Flow Package	M1225-R03-C02	1	2,275.00	2,275.00
Interior Trim	M1225-A01-C04	1	237.00	237.00
Power Bob-Tach	M1225-R14-C03	1	1,326.00	1,326.00
Radio Option	M1225-R15-C02	1	622.00	622.00
Rear View Camera	M1225-R20-C01	1	413.00	413.00
Traction Control	M1225-R16-C02	1	730.00	730.00
48 Month/2000 Hour Full Extended Warranty	9986366	1	3,500.00	3,500.00
	Total for Bobcat UW56			102,242.00

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Snow Blower 32X74	M7045	1	8,079.00	8,079.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,147.00	1,147.00
	Total for Snow Blower 32X74			9,226.00
Snow Blower 32X74	M7045	1	8,079.00	8,079.00
MOTOR PACKAGE 130CC (22-28 gpm)	M7045-R01-C03	1	1,147.00	1,147.00
	Total for Snow Blower 32X74			9,226.00
84" Snow Blade	6716836	1	4,431.25	4,431.25
	Total for 84" Snow Blade			4,431.25
84" Snow Blade	6716836	1	4,431.25	4,431.25
	Total for 84" Snow Blade			4,431.25
74" Light Material Bucket	7279101	1	2,232.00	2,232.00
Bolt-On Cutting Edge, 74"	6718007	1	423.83	423.83
	Total for 74" Light Material Bucket			2,655.83
2.5K Standard Duty Pallet Fork Frame	7297499	1	606.25	606.25
42" 2.5k Standard Duty Pallet Fork Teeth	7308798	1	453.00	453.00
	Total for 2.5K Standard Duty Pallet Fork Frame			1,059.25

Quote Subtotal	235,513.58
Bobcat Sourcewell Discount	-28,212.60
Bobcat Sourcewell Discount	-2,679.30
Bobcat Sourcewell Discount	-1,246.50
Bobcat Sourcewell Discount	-640.20
Bobcat Sourcewell Discount	-156.90
Bobcat 5600 AGH819527	-16,000.00
Bobcat 5600 AHG819528	-16,300.00
Kwik Way Plow 84"	-500.00
Kwik Way Plow 84"	-500.00
Snow Blower SB200 74" 2012	-700.00
Snow Blower SB200 74" 2017	-1,000.00
Pallet Forks	-250.00
Sales Total before Taxes	167,328.08
Taxes	0.00
Quote Total - USD	**167,328.08**

Customer Acceptance:
Quotation Number: **MB1990672** Purchase Order: _____
Authorized Signature:

Print: _____ Sign: _____

Date:_____ Email:_____ Tax Exempt: Y ▢ / N ▢

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Sourcewell

Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/5/2023 | 9:09 PM CDT

Clark Equipment Company dba Bobcat Company

DocuSigned by:
By: Randy L. Fuss
0F55B103999C454...

Randy L. Fuss
Title: Director Government Accounts
Date: 4/6/2023 | 6:49 AM PDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/6/2023 | 8:51 AM CDT

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name:	Clark Equipment Company
Does your company conduct business under any other name? If yes, please state:	Bobcat Company
Address:	250 East Beaton Drive West Fargo, North Dakota 58078
Contact:	Randy Fuss
Email:	randy.fuss@doosan.com
Phone:	701-241-8746
HST#:	38-0425350

Submission Details

Created On:	Monday January 02, 2023 10:07:38
Submitted On:	Thursday February 02, 2023 15:19:15
Submitted By:	Randy Fuss
Email:	randy.fuss@doosan.com
Transaction #:	aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1
Submitter's IP Address:	136.226.48.180

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8	*
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075	*
6	Proposer website address (or addresses):	www.bobcat.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759 Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793 Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772 Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China. Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively. The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname "One Tough Animal." Bobcat Company continues to be committed to delivering the industry's best compact equipment. Core Values and Business Philosophy The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows: • People • Inhwa • Profit • Cultivating People • Customers • Integrity & Transparency • World-class Technology & Innovation • Safety & Environment Our growth plans are etched in the following: • Brand Excellence • Innovation Leadership • Powered by People • Community Partnership

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition. Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position int he compact farm and construction equipment market throughout North America. Our CFR is supported supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment. Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85	

	in the past five years	compact excavator Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator 2019 Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier 2019 International Forum Design Award - R-Series E85 compact excavator Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System. Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle 2020 Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders Landscape Business Twenty for 2020 New Product Award - R-Series loaders Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders Innovation Leader 2020 Impact Award - Features On Demand Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators 2021 2021 Highest Retained Value Award (HRVA) 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders Rental Editor's Choice Award: T62 and S62 R-Series loaders Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders Equipment Today 50 New Products: L23 and L28 small articulated loaders Roads & Bridges Contractor's Choice Award: Sweeper attachment Green Industry Pros Mower Madness Champ: ZT7000 mower Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator AEM 2021 Gold Award Winner 2022 2022 CES Vehicle Intelligence & Transportation Award- T7X 2022 CES Smart Cities Award- T7X 2022 Potencia Award- T7X Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App Equipment Today Contractors' Top New Products Award- T7X Construction Pro's Top New Products Award- T7X Rental Editor's Choice Awards- T7X Compact Equipment Magazine Innovative Iron Awards: T7X Compact Equipment Magazine Innovative Iron Awards: Quad Tracks AEM Advocacy Award: Gold More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition	*

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages $11 million in sales annually.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	$32,184	$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	$54,465	$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	$34,641	$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	$19,907	$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	$27,862	$3,287,666	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative - Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability. - Order is entered into our ERP System - Dealer is notified of order and any special requirements and install instructions - Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer - Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training. - Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance. - Bobcat Company or Bobcat® Dealer invoices customer. - Sales recorded on retail activity report for fee calculation and issuance to Sourcewell. Sales records retained per terms and conditions or corporate policy, whichever is longer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fairy transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy: a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)	*

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government. If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a $50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples) Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennesse, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today. The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space. Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience. Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment. Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).	*
41	Describe any technological advances that your proposed products or services offer.	At Bobcat Company, innovation is at our core and we continue to change the game. With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to	

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company's telematics service, delivers vital information about select Bobcat equipment to the equipment owner's Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner's authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

Bobcat Operator Vision Technology:
This heads-up display puts crucial information and machine data in the operator's direct line of sight. The display is located on the cab's front window for improved operation.

Bobcat Features On Demand:
Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

Depth Check System:
The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

Precision Grading Technologies:
Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- ¼". The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

Touch Display:
The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It's waterproof and hardened to reduce scratching.

Rear Camera:
An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator's seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

Comfort Features:
Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World's 1st) and Electric Excavators E10e-E19e - E32e
Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It's the best combination of high performance, low noise and improved operating comfort.

Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:
The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

Easy to Maintain:
A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

Built To Last:
Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

Precision In Every Detail:
An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

Bobcat Tractors
Standard Four-Wheel Drive:
Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

Attachments and Implements:
The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

Bobcat Utility Vehicles Heavy Duty Clutch:
Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals.

Tough Chassis and Suspension:
Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.
Increased Tow Rating:
Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

Fast and Easy Maintenance:
Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

New Cab System:
Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

Bobcat® Toolcat UW56 Utility Work Machine:
Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it’s easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

Bobcat® Toolcat UW53 Utility Work Machine:
With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it’s also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you’ll experience truly unmatched versatility.

Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:
Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine’s composite covers and cooling package.
Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

Minimal Ground Disturbance and Tight Turning Radius:
Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas.

Telescopic Lift Arm:
A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high.

Efficient Cooling:
With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection.

Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.

High Tractive Effort:
Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions.

Bobcat MT100 (Mini-Track Loader) - *Launched in 2020
Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there's no need for daily roller maintenance and downtime during projects.
Attachment Versatility:
With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand.

Safety Features:
Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks.

Ride-On/Walk-Behind Convenience:
An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite.

Ride Comfort:
Optimized roller spacing on the MT100's track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort.

Minimal Ground Disturbance:
The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks.

Improved Serviceability:
Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there's no need for daily roller maintenance.

Simple Operation:
Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Bobcat Company adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report). Climate Change & Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency. Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement. Water & Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste. In 2020, Bobcat Company launched the world’s first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan. Doosan Portable Power adheres to the Occupational Health & Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment. The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best. Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites. We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations. Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.	*
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered. Acceptable payment methods are check, ACH, EFT, and credit card. In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs. Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities	*

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, fairy, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	Pricing offered in response to this Sourcewell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcewell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles - Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads • Impressions • Click Rates • Bounce Rates • Form Submissions	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: $100,000 CAD / 1.34 (current FX) = $74,626.87 US. Administration fee payment: $74,626.87 x .75% = $559.70.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcewell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Wheeled, tracked, and backhoe loaders;	(•) Yes ( ) No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: https://www.bobcat.com/na/en/equipment/loaders for more information	*
72	Skidsteers;	(•) Yes ( ) No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders for more information.	*
73	Mini excavators;	(•) Yes ( ) No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: https://www.bobcat.com/na/en/equipment/excavators/compact-excavators for more information	*
74	Telehandlers;	(•) Yes ( ) No	Bobcat TL519, TL619, TL723, and TL923 visit: https://www.bobcat.com/na/en/equipment/telehandlers	*
75	Soil compaction and site preparation equipment	(•) Yes ( ) No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcewell members. visit: https://www.bobcat.com/na/en/attachments	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
- Financial Strength and Stability - Financials.zip - Thursday February 02, 2023 14:06:13
- Marketing Plan/Samples - Marketing _ Product Information_Sustainability Report.zip - Thursday February 02, 2023 14:07:17
- WMBE/MBE/SBE or Related Certificates - Certifications.zip - Thursday February 02, 2023 14:12:50
- Warranty Information - Warranty.zip - Thursday February 02, 2023 14:14:28
- Standard Transaction Document Samples - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
- Upload Additional Document - Dealer List_Territory Maps_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	☑	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	☑	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	☑	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	☑	1

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AMENDMENT #1
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to "Doosan Bobcat North America, Inc." and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to "Clark Equipment Company dba Bobcat Company" in Contract # 020223-CEC will be replaced with "Doosan Bobcat North America, Inc."

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/28/2024 | 1:55 PM CDT

Doosan Bobcat North America, Inc.

By: DocuSigned by: Randy L. Fuss 0F55B103999C454...

Randy L. Fuss, Director, Gov. Accounts

Date: 5/28/2024 | 11:49 AM PDT

Docusign Envelope ID: BD4E19A5-3BF3-889D-813C-FAEB9414CA39

AMENDMENT #2
TO
CONTRACT # 020223-CEC

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

> Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 3/7/2025 | 8:45 AM CST

Doosan Bobcat North America, Inc.

By: Signed by: Kristie Willett 478233CD563F49B...

Kristie Willett, Sr. Government Account Manager

Date: 3/7/2025 | 8:37 AM CST

Docusign Envelope ID: FA6B7687-221C-853B-8220-5C494D66C928

CITY OF ASPEN STANDARD FORM OF AGREEMENT

PROFESSIONAL SERVICES

City of Aspen Contract No.: 2026-220

AGREEMENT made the 25th day of August, 2026.

BETWEEN the City:

The City of Aspen

427 Rio Grande Place
Aspen, Colorado 81611
Phone: (970) 920-5079

And the Professional:

McMillen
1471 Shoreline Dr., Ste 100
Boise, ID 83702
US
208-342-4214
marcusemmons@mcmillen.com

Contract Amount:

Total: $ **168,855.00**

If this Agreement requires the City to pay an amount of money in excess of $100,000.00 it shall not be deemed valid until it has been approved by the City Council of the City of Aspen.

City Council Approval:

Date: 09/15/2026

Resolution No.: 2026-106

For the Following Project:

Ruedi Governor and Controls – Electrical Drawings

Exhibits appended and made a part of this Agreement:

Exhibit A: Scope of Work.
Exhibit B: Fee Schedule.

The City and Professional agree as set forth below.

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1. Scope of Work. Professional shall perform in a competent and professional manner the Scope of Work as set forth at **Exhibit A** attached hereto and by this reference incorporated herein.

2. Completion. Professional shall commence Work immediately upon receipt of a written Notice to Proceed from the City and complete all phases of the Scope of Work as expeditiously as is consistent with professional skill and care and the orderly progress of the Work in a timely manner. The parties anticipate that all Work pursuant to this Agreement shall be completed no later than January 29, 2027. Upon request of the City, Professional shall submit, for the City's approval, a schedule for the performance of Professional's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Professional.

3. Payment. In consideration of the work performed, City shall pay Professional on a time and expense basis for all work performed. The hourly rates for work performed by Professional shall not exceed those hourly rates set forth at **Exhibit B** appended hereto. Except as otherwise mutually agreed to by the parties the payments made to Professional shall not initially exceed the amount set forth above. Professional shall submit, in timely fashion, invoices for work performed. The City shall review such invoices and, if they are considered incorrect or untimely, the City shall review the matter with Professional within ten days from receipt of the Professional's bill.

4. Non-Assignability. Both parties recognize that this Agreement is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other. Sub-Contracting, if authorized, shall not relieve the Professional of any of the responsibilities or obligations under this Agreement. Professional shall be and remain solely responsible to the City for the acts, errors, omissions or neglect of any subcontractors' officers, agents and employees, each of whom shall, for this purpose be deemed to be an agent or employee of the Professional to the extent of the subcontract. The City shall not be obligated to pay or be liable for payment of any sums due which may be due to any sub-contractor.

5. Termination of Procurement. The sale contemplated by this Agreement may be canceled by the City prior to acceptance by the City whenever for any reason and in its sole discretion the City shall determine that such cancellation is in its best interests and convenience.

6. Termination of Professional Services. The Professional or the City may terminate the Professional Services component of this Agreement, without specifying the reason therefor, by giving notice, in writing, addressed to the other party, specifying the effective date of the termination. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material prepared by the Professional pursuant to this Agreement shall become the property of the City. Notwithstanding the above, Professional shall not be relieved of any liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Professional, and the City may withhold any payments to the Professional for the purposes of set-off until such time as the exact amount of damages due the City from the Professional may be determined.

7. Independent Contractor Status. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in or be construed as establishing an employment

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relationship. Professional shall be, and shall perform as, an independent Contractor who agrees to use his or her best efforts to provide the said services on behalf of the City. No agent, employee, or servant of Professional shall be, or shall be deemed to be, the employee, agent or servant of the City. City is interested only in the results obtained under this contract. The manner and means of conducting the work are under the sole control of Professional. None of the benefits provided by City to its employees including, but not limited to, workers' compensation insurance and unemployment insurance, are available from City to the employees, agents or servants of Professional. Professional shall be solely and entirely responsible for its acts and for the acts of Professional's agents, employees, servants and subcontractors during the performance of this contract. Professional shall indemnify City against all liability and loss in connection with and shall assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax law, with respect to Professional and/or Professional's employees engaged in the performance of the services agreed to herein.

8. Indemnification. Professional agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent and for an amount represented by the degree or percentage such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the wrongful act, omission, error, professional error, mistake, negligence, or other fault of the Professional, any subcontractor of the Professional, or any officer, employee, representative, or agent of the Professional or of any subcontractor of the Professional, or which arises out of any workmen's compensation claim of any employee of the Professional or of any employee of any subcontractor of the Professional. The Professional agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Professional, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse the Professional for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

9. Professional's Insurance.

(a) Professional agrees to procure and maintain, at its own expense, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Professional pursuant to Section 8 above. Such insurance shall be in addition to any other insurance requirements imposed by this contract or by law. The Professional shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 8 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

(b) Professional shall procure and maintain, and shall cause any subcontractor of the Professional to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and

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other obligations assumed by the Professional pursuant to Section 8 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(i) *Worker's Compensation* insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) for each accident, ONE MILLION DOLLARS ($1,000,000.00) disease - policy limit, and ONE MILLION DOLLARS ($1,000,000.00) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph.

(ii) *Commercial General Liability* insurance with minimum combined single limits of TWO MILLION DOLLARS ($2,000,000.00) each occurrence and THREE MILLION DOLLARS ($3,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(iii) *Comprehensive Automobile Liability insurance* with minimum combined single limits for bodily injury and property damage of not less than *ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00)* aggregate with respect to each Professional's owned, hired and non-owned vehicles assigned to or used in performance of the Scope of Work. The policy shall contain a severability of interests provision. If the Professional has no owned automobiles, the requirements of this Section shall be met by each employee of the Professional providing services to the City under this contract.

(iv) *Professional Liability* insurance with the minimum limits of ONE MILLION DOLLARS ($1,000,000) each claim and TWO MILLION DOLLARS ($2,000,000) aggregate.

(c) The policy or policies required above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or employees, or carried by or provided through any insurance pool of the City, shall be excess and not contributory insurance to that provided by Professional. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under any policy required above.

(d) The certificate of insurance provided to the City shall be completed by the Professional's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the contract. No other form of certificate shall be used. The

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certificate shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City.

(e) Failure on the part of the Professional to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which City may immediately terminate this contract, or at its discretion City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Professional to City upon demand, or City may offset the cost of the premiums against monies due to Professional from City.

(f) City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

(g) The parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $350,000.00 per person and $990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to City, its officers, or its employees.

10. City's Insurance. The parties hereto understand that the City is a member of the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and as such participates in the CIRSA Property/Casualty Pool. Copies of the CIRSA policies and manual are kept at the City of Aspen Risk Management Department and are available to Professional for inspection during normal business hours. City makes no representations whatsoever with respect to specific coverages offered by CIRSA. City shall provide Professional reasonable notice of any changes in its membership or participation in CIRSA.

11. Completeness of Agreement. It is expressly agreed that this agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing.

12. Notice. Any written notices as called for herein may be hand delivered or mailed by certified mail return receipt requested to the respective persons and/or addresses listed above.

13. Non-Discrimination. No discrimination because of race, color, creed, sex, marital status, affectional or sexual orientation, family responsibility, national origin, ancestry, handicap, or religion shall be made in the employment of persons to perform services under this contract. Professional agrees to meet all of the requirements of City's municipal code, Section 15.04.570, pertaining to non-discrimination in employment.

Any business that enters into a contract for goods or services with the City of Aspen or any of its boards, agencies, or departments shall:

(a) Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment-related decision or benefit on account of actual or perceived race,

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color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(b) Not discriminate in the performance of the contract on account of actual or perceived race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status.

(c) Incorporate the foregoing provisions in all subcontracts hereunder.

14. Waiver. The waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term. No term, covenant, or condition of this Agreement can be waived except by the written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Professional to which the same may apply and, until complete performance by Professional of said term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

15. Execution of Agreement by City. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. Notwithstanding anything to the contrary contained herein, this Agreement shall not be binding upon the City unless duly executed by the City Manager of the City of Aspen (or a duly authorized official in the City Manager's absence) and if above $100,000, following a Motion or Resolution of the Council of the City of Aspen authorizing the City Manager (or other duly authorized official in the City Manager's absence) to execute the same.

16. Warranties Against Contingent Fees, Gratuities, Kickbacks and Conflicts of Interest.

(a) Professional warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Professional for the purpose of securing business.

(b) Professional agrees not to give any employee of the City a gratuity or any offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this Agreement, or to any solicitation or proposal therefore.

(c) Professional represents that no official, officer, employee or representative of the City during the term of this Agreement has or one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except those that may have been disclosed at the time City Council approved the execution of this Agreement.

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(d) In addition to other remedies it may have for breach of the prohibitions against contingent fees, gratuities, kickbacks and conflict of interest, the City shall have the right to:

1. Cancel this Purchase Agreement without any liability by the City;
2. Debar or suspend the offending parties from being a Professional, contractor or subcontractor under City contracts;
3. Deduct from the contract price or consideration, or otherwise recover, the value of anything transferred or received by the Professional; and
4. Recover such value from the offending parties.

17. Fund Availability. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Agreement contemplates the City utilizing state or federal funds to meet its obligations herein, this Agreement shall be contingent upon the availability of those funds for payment pursuant to the terms of this Agreement.

18. General Terms.

(a) It is agreed that neither this Agreement nor any of its terms, provisions, conditions, representations or covenants can be modified, changed, terminated or amended, waived, superseded or extended except by appropriate written instrument fully executed by the parties.

(b) If any of the provisions of this Agreement shall be held invalid, illegal or unenforceable it shall not affect or impair the validity, legality or enforceability of any other provision.

(c) The parties acknowledge and understand that there are no conditions or limitations to this understanding except those as contained herein at the time of the execution hereof and that after execution no alteration, change or modification shall be made except upon a writing signed by the parties.

(d) This Agreement shall be governed by the laws of the State of Colorado as from time to time in effect. Venue is agreed to be exclusively in the courts of Pitkin County, Colorado.

19. Electronic Signatures and Electronic Records. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement binding on the Parties, notwithstanding the possible event that all Parties may not have signed the same counterpart. Furthermore, each Party consents to the use of electronic signatures by either Party. The Scope of Work, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic documents, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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20. Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Professional respectively and their agents, representatives, employee, successors, assigns and legal representatives. Neither the City nor the Professional shall have the right to assign, transfer or sublet its interest or obligations hereunder without the written consent of the other party.

21. Third Parties. This Agreement does not and shall not be deemed or construed to confer upon or grant to any third party or parties, except to parties to whom Professional or City may assign this Agreement in accordance with the specific written permission, any right to claim damages or to bring any suit, action or other proceeding against either the City or Professional because of any breach hereof or because of any of the terms, covenants, agreements or conditions herein contained.

22. Attorney's Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to its costs and reasonable attorney's fees.

23. Waiver of Presumption. This Agreement was negotiated and reviewed through the mutual efforts of the parties hereto and the parties agree that no construction shall be made or presumption shall arise for or against either party based on any alleged unequal status of the parties in the negotiation, review or drafting of the Agreement.

24. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Professional certifies, by acceptance of this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any transaction with a Federal or State department or agency. It further certifies that prior to submitting its Bid that it did include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. In the event that Professional or any lower tier participant was unable to certify to the statement, an explanation was attached to the Bid and was determined by the City to be satisfactory to the City.

25. Integration and Modification. This written Agreement along with all Contract Documents shall constitute the contract between the parties and supersedes or incorporates any prior written and oral agreements of the parties. In addition, Professional understands that no City official or employee, other than the Mayor and City Council acting as a body at a council meeting, has authority to enter into an Agreement or to modify the terms of the Agreement on behalf of the City. Any such Agreement or modification to this Agreement must be in writing and be executed by the parties hereto.

26. The Professional in performing the Services hereunder must comply with all applicable provisions of Colorado laws for persons with disability, including the provisions of §§24-85-101, *et seq*., C.R.S., and the Rules Establishing Technology Accessibility Standards, as established by the Office Of Information Technology pursuant to Section §24-85- 103(2.5) and found at 8 CCR 1501-11. Services rendered hereunder that use information and communication technology, as the term is defined in Colorado law, including but not limited to websites, applications, software, videos, and electronic documents must also comply with the latest version of Level AA of the Web Content Accessibility Guidelines (WCAG), currently version 2.1. To confirm that the information and communication technology used, created, developed, or procured in connection with the

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Services hereunder meets these standards, Professional may be required to demonstrate compliance. The Professional shall indemnify the CITY pursuant to the Indemnification section above in relation to the Professional's failure to comply with §§24-85-101, et seq., C.R.S., or the Technology Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103(2.5).

27. Additional Provisions. In addition to those provisions set forth herein and in the Contract Documents, the parties hereto agree as follows:

[ ] No additional provisions are adopted.

[X] See Exhibit A and B below.

28. Authorized Representative. The undersigned representative of Professional, as an inducement to the City to execute this Agreement, represents that he/she is an authorized representative of Professional for the purposes of executing this Agreement and that he/she has full and complete authority to enter into this Agreement for the terms and conditions specified herein.

29. Order of Precedence of Contract Documents. The terms and conditions set forth in the City of Aspen Standard Form of Agreement establish the rights, obligations, and remedies of the parties. No additional or different terms or conditions, whether contained in bid packets, documents, order forms, or any other document or communication pertaining to the agreement will be binding upon the City of Aspen unless accepted in writing by an authorized representative of the City. In the case of conflicts or inconsistencies between the City of Aspen Standard Form of Agreement and any other document attached thereto which cannot be resolved by giving effect to both provisions, the City of Aspen Standard Form of Agreement shall control.

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IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement of which shall be deemed an original on the date first written above.

CITY OF ASPEN, COLORADO:	PROFESSIONAL:
_____	_____ Signed by: Marcus Emmons 5FA44CBC35A54D7...
[Signature]	[Signature]
By: _____	By: Marcus Emmons
Title: _____	Title: Chief Operating Officer
Date: _____	Date: 8/25/2026 | 11:09:48 AM MDT

Approved as to form:

_____
City Attorney's Office

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SECTION 3. APPROACH TO PROJECT

PROJECT UNDERSTANDING

Ruedi Hydroelectric Plant is a critical component of Aspen's renewable energy portfolio, supporting reliable, locally generated hydropower aligned with Aspen's long-standing commitment to 100% renewable energy. This project represents a strategic investment in optimizing an existing asset and improving operational understanding, reliability, and long-term performance. McMillen's role is to support Aspen's energy goals by delivering accurate as-built documentation that is technically sound and positioned to support future upgrades, troubleshooting, and procurement.

The Ruedi project is shaped by the technical and scheduling realities of documenting a facility that has been modified repeatedly over 40 years of operation without consistent record-keeping. Success will depend on realistic sequencing, efficient field work during the plant's limited offline window, and disciplined communication. McMillen's project understanding will inform decisions that prioritize documentation accuracy, efficient delivery, and a reliable baseline for the future design phase.

FIELD-DRIVEN DELIVERY

Ruedi Hydroelectric

- **Schedule realism:** The plant's limited offline window and historically harsh winter weather are recognized as the primary schedule drivers requiring efficient field work and disciplined sequencing.
- **Real-time drafting:** Producing draft drawings on site, teamed with field members tracing wiring concurrently, allows conditions to be verified immediately leading to fewer errors and lower costs.
- **Accurate labeling for the next phase:** This documentation will serve as the baseline for future governor, instrumentation, and controls design, so wiring will be verified, labeled, and clearly organized to support a reliable follow-on effort.
- **Disciplined coordination:** Structured communication with Aspen operations staff throughout the site visit captures known issues, recent changes, and available as-builts ensuring the drawing set reflects true conditions.

Understanding of project intent and future design phase. This project produces as-built electrical drawings of the plant's instrumentation and controls; design and replacement of the governor, instrumentation, and controls systems will be pursued under a subsequent RFP. Because this documentation is the foundation for that future work, McMillen will produce drawings that are accurate, clearly labeled, and structured to support the design effort that follows. Maintaining consistency between the field-verified conditions and the final drawing set is critical to reducing uncertainty and rework in the next phase.

Understanding of project risks, constraints, and sensitivities. The Ruedi project presents a distinct set of technical and schedule-related constraints that require early recognition and proactive coordination. Work must be performed while the plant is offline during a narrow August–October 2026 window, leaving little margin for delay. Incomplete or inconsistent existing documentation adds field-verification risk. Our approach reflects an understanding that these constraints are best addressed through efficient on-site work, disciplined coordination with Aspen operations staff, and drawing-production decisions that reduce downstream uncertainty and rework.

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APPROACH TO SCOPE OF WORK

Upgrading control systems of a hydroelectric turbine generator is a complex undertaking and requires detailed preparation and planning. As Aspen prepares for upgrading the Ruedi hydroelectric turbine generator controls, it will be critical to accurately document existing systems. McMillen's approach focuses on documenting Ruedi's current electrical and control systems to support ongoing operations and prepare for upcoming upgrades. The deliverables for this project will include a complete set of as-built drawings and a Description of System Operations (DOSO) document.

McMillen will provide engineering services to document the existing electrical wiring for the full hydroelectric generation system at Ruedi and to produce an accurate, verified drawing set. In an effort to optimize resources, the as-built package will be a combination of new electronic AutoCAD drawings and modified PDF drawings. The as-built package will be sufficient to create accurate demolition and construction drawings and support operations and troubleshooting. New electronic AutoCAD drawings will include drawings that will be used for the upcoming upgrade and retained for future use. Drawings that are expected to become obsolete will be verified for accuracy. PDF modifying software will be used to deliver clear and readable as-built versions of the drawing.

The DOSO will document overall control system functionality. Descriptions of the governor, exciter, protection system, and auxiliary systems will be included. Operation modes and control sequences will be documented to provide a baseline understanding of the required coordination between subsystems. The DOSO is intended to be a living document that can be modified during future upgrades.

McMillen's approach is structured to deliver complete, coordinated, and constructible documentation that is informed by, and integrates seamlessly with, the following:

- Existing control systems, including the exciter, governor, unit, and PLC control panels
- Existing wiring naming conventions and available as-built records
- Facility documentation restrictions, including photography, network, and SCADA limitations

Accordingly, our scope emphasizes early and constant coordination between Aspen and McMillen, and an efficient progression from field investigation through draft documentation and final drawing delivery.

McMillen has also included optional scope to support Aspen's goal of commissioning a new control system in spring 2028, including development of Station Operating Procedures (SOPs) and a Hydro Controls Modernization Alternatives Analysis.

The SOPs will document the start-up, shutdown, and emergency procedures and can be immediately utilized by operations to enhance current operations and gain additional understanding of critical operations. Developing the SOPs prior to the upcoming improvements will also allow operators to critically evaluate current operations and provide input on desired future operations.

McMillen will work closely with Aspen staff to develop a comprehensive hydro controls modernization plan for the Ruedi Hydroelectric Generation Plant. The as-built process and DOSO development will

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provide in-depth analysis of the current system and provide a baseline for McMillen to investigate potential modernization alternatives. McMillen will investigate alternatives to replace or retrofit the governor, exciter, protection system, instrumentation, and control systems. The analysis will also evaluate operational interface alternatives, including local and remote control options. After an initial analysis, McMillen will conduct a workshop with Aspen stakeholders to present alternatives and ensure they align with Aspen's goals and objectives. Based on feedback, McMillen will develop a report analyzing the alternatives, assess them with Aspen stakeholders, and update the report to reflect the preferred modernization approach. Upon Aspen review and approval, McMillen will develop a Modernization Roadmap to identify the sequencing of modernization projects, including scope, timeline, and estimated cost.

Site-Specific Scope: Ruedi Hydroelectric Plant

Pre-site Preparation and Client Alignment. Before mobilizing on-site, McMillen will meet with Aspen to establish a shared understanding of expectations and deliverables. This includes identifying any existing digitized drawings that may already be available and reviewing examples of McMillen's expected drawing outputs with Aspen. McMillen will develop a DOSO table of contents to ensure all critical control system components are included. To support this alignment, McMillen will develop template drawings prior to the start of field work, allowing Aspen to verify the desired format and content in advance. Establishing this agreement early reduces confusion, minimizes rework, and ensures the final product matches the client's needs.

On-site Investigation. The site visit will focus on documenting the existing wiring for the full hydroelectric generation system, including the exciter control panel, governor control panel, unit control panel, and PLC control panel. McMillen will coordinate directly with operations staff to capture known issues, any recent changes, and any as-built records from original construction that can be used to verify field conditions. This coordination will also confirm existing wiring naming conventions and identify any documentation restrictions.

Field Documentation. All systems will be documented photographically, with images organized by system and particular attention given to existing wire-labeling conventions. Where practical, McMillen will begin creating draft drawings on site in real time, with two team members tracing wiring while another produces drawings in CAD and another concurrently updates PDFs. This approach saves time, reduces errors by allowing immediate verification against field conditions, and reserves the final day(s) on site for spot-checking completed work. If time allows or if requested by Aspen, McMillen can also develop a network block diagram by tracing network components, including ethernet switches, PLC infrastructure, fiber cabling, and data loggers.

Draft Documentation. Following the site visit, McMillen will assemble a preliminary drawing set, some of which may have been developed in the field. This set will undergo internal review before being combined and turned over to Aspen for client review. McMillen will incorporate the review period into schedule planning to maintain project momentum.

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Final Documentation and Project Closeout. Upon receiving Aspen's comments on the draft drawings and DOSO, McMillen will implement the requested revisions and produce the final drawing set and DOSO. The final deliverables will undergo an internal quality review before being submitted to Aspen. McMillen will conclude the project with a closeout meeting to confirm that expectations were met, address any remaining questions, and verify Aspen's acceptance of the final deliverables.

Optional: Station Operating Procedures. During the field documentation visit, McMillen will work with Aspen stakeholders to identify the SOPs to be developed and conduct preliminary walkthroughs of existing operating procedures. At a minimum, the SOPs will address unit startup, shutdown, and emergency response. McMillen will use observations from the field visit and input from Aspen's operators to develop procedures that reflect actual facility operations.

Optional: Hydro Controls Modernization Plan. The as-built documentation process will provide McMillen with firsthand knowledge of Aspen's existing controls, instrumentation, and associated systems, creating an efficient starting point for modernization planning. McMillen will develop an alternatives analysis identifying practical retrofit and upgrade options and review those alternatives with Aspen during a workshop to establish preferred solutions. Based on Aspen's direction, we will develop a modernization plan defining recommended improvements, priorities, budget, and implementation schedule.

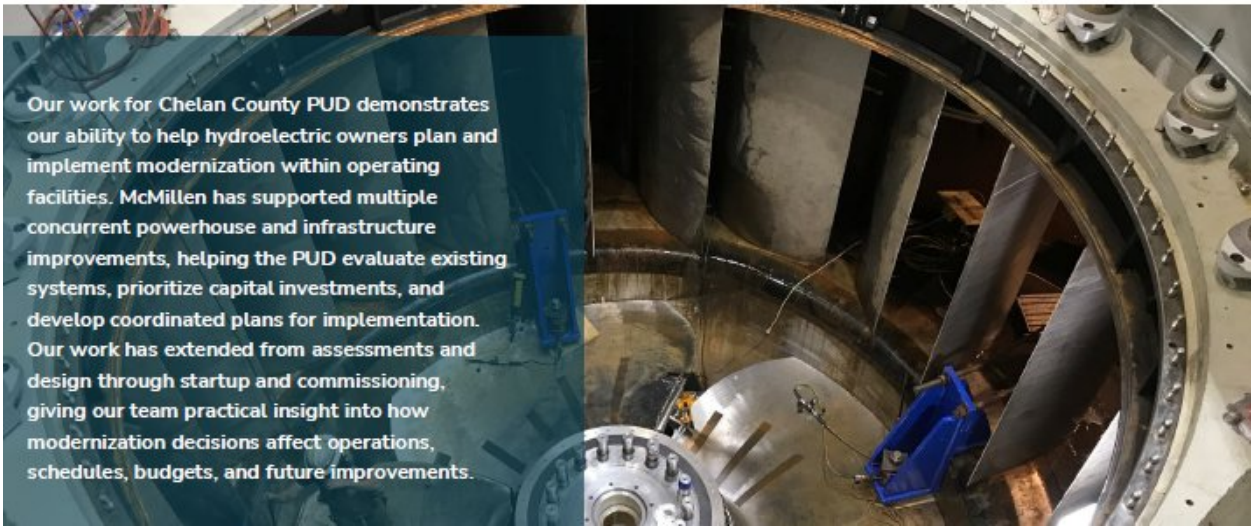
FIELD-VERIFIED ACCURACY

Every drawing reflects what is actually installed. Forty years of upgrades at Ruedi mean the historical drawings no longer tell the whole story. McMillen will verify wiring directly against the equipment rather than carry potentially outdated information forward into the new drawing set.

Our team will trace wiring by hand across the excitation, governor, unit, and PLC control systems, confirming existing labels, field-verifying unlabeled wiring, and documenting connections from end to end.

Drawings will be produced in CAD, both in the office and on site as tracing progresses. This allows each line to be checked against the installation while the plant is offline and accessible, with the final days on site reserved for spot-checking the completed drawings against the equipment.

The result is a drawing set Aspen can rely on as a true baseline—accurate enough to support future governor, instrumentation, and controls design without having to reverify field conditions.



Our work for Chelan County PUD demonstrates our ability to help hydroelectric owners plan and implement modernization within operating facilities. McMillen has supported multiple concurrent powerhouse and infrastructure improvements, helping the PUD evaluate existing systems, prioritize capital investments, and develop coordinated plans for implementation. Our work has extended from assessments and design through startup and commissioning, giving our team practical insight into how modernization decisions affect operations, schedules, budgets, and future improvements.

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PREPARATION OF AS-BUILT DRAWING PACKAGE

Our project delivery is organized into the following tasks, each with defined deliverables and assumptions, and structured to support field accuracy, drawing quality, and predictable progression from kickoff through final delivery.

Task 1: Project Management

Strong project management is the backbone of successful delivery, especially for field-intensive work performed within a limited timeframe. Our approach is built to provide Aspen with clarity, accountability, and confidence from project commencement through final deliverables.

Project Manager Jeremy Winkle will serve as Aspen's primary point of contact and will be responsible for overall project leadership, decision-making, and accountability. Jeremy will manage day-to-day coordination, ensuring momentum is maintained.

Work Plan: Following the kick-off meeting, we will prepare a work plan that serves as the project's operating manual. The plan will define:

- Roles and responsibilities for Aspen and McMillen
- Communication and coordination protocols
- Quality control and review procedures
- Decision-making processes

This work plan ensures that nothing is left to assumption and that Aspen always knows what's coming next.

Schedule and budget management: We will develop and maintain a detailed project schedule that reflects design milestones, the plant's offline window, and drawing review cycles. The schedule will be actively managed and updated throughout the project to reflect progress. Jeremy will oversee budget and scope control to ensure work is completed within the agreed-upon contract limits, while proactively identifying potential scope impacts early, before they become issues.

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DESIGN DELIVERABLES

Task 1: Project Management

- Project Management Plan (PDF)
- Initial Project Schedule (PDF)
- Schedule Updates (PDF)
- Progress Reports and Invoices (PDF)
- Meeting Agenda and Minutes (Word, PDF)

Task 2: Data Collection & Review

- Data Request Memorandum (PDF)
- Drawing List (PDF)
- Template Drawings (PDF)

Task 3: Field Verification

- On-Site Verification (PDF)

Task 4: As-built Documentation

- Preliminary Design Drawings (PDF)
- Draft Drawing Package (PDF)
- Final Drawing Package (PDF)

Task 5: Project Closeout

- Final Drawing Package (PDF, DWG)

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Progress reporting and transparency: We will provide clear, concise progress reports and schedule updates focused on completed and upcoming milestones, and current schedule and budget status. We will also identify any actual or anticipated scope impacts and the mitigation actions taken or needed. Our goal is to ensure Aspen always has a clear understanding of the work performed to date, where the project stands, and what decisions may be needed.

Quality control and documentation: Throughout the project, Jeremy will oversee quality control to ensure all deliverables meet Aspen's standards and McMillen's internal quality assurance and quality control (QA/QC) procedures, with independent review of the drawing set for accuracy and clarity before turnover.

Assumptions

- Coordination meetings will be held with Aspen through Microsoft Teams
- Aspen will provide access to the facility during the offline window and make operations staff available during the site visit.

Task 2: Data Collection and Review

Before mobilizing to the site, McMillen will establish a shared understanding of expectations and assemble the information needed for efficient field work:

- **Project kickoff meeting.** We will hold a kickoff meeting with Aspen to confirm scope, schedule, deliverable format, and site access logistics.
- **Data collection and review.** McMillen will review existing project documentation, including any available drawings, as-builts, and manufacturer manuals for the governor, excitation, controls, and instrumentation systems.
- **Requests for information.** Based on the review, we will develop and provide a data request to Aspen to address any missing project-critical information.
- **Drawing list creation.** We will develop a proposed drawing list defining the intended set of as-built drawings, giving Aspen an early view of expected outputs.
- **Template cable and instrumentation lists.** We will develop preliminary templates for cataloging cable and instrumentation information for Aspen's review.
- **Template drawings.** We will produce template drawings prior to field work, allowing Aspen to verify the desired format and content in advance to reduce confusion and rework.

Assumptions

- Aspen will provide existing drawings and available manufacturer documentation for review
- Aspen will review the preliminary drawings and list and provide comments

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Task 3: Field Verification

We will plan the field verification site visit so information is captured once, captured accurately, and captured completely, maximizing field productivity and minimizing the need for repeat site visits. This task covers the field investigation and production of the as-built drawing set documenting existing conditions.

- **System Verification.** While the plant is offline, McMillen will verify the existing electrical instrumentation and controls, including the excitation, governor, unit, PLC control systems, and DC battery backup.
- **Equipment Documentation.** Our team will verify existing wire labels, label unlabeled wiring, catalogue existing instrumentation, and assess wiring into and out of the excitation cabinet. All systems will be photographed and organized by system to support efficient documentation and future reference.
- **Signal Tracing and Validation.** McMillen will trace and simulate signals to and from the existing PLCs to verify system functionality and accurately document system interfaces.
- **Concurrent Field Drafting.** Where practical, draft drawings will be produced on site in real time, with field engineers tracing wiring while drafters concurrently develop the drawings in CAD and update PDFs, allowing existing conditions to be verified against the installation before demobilization.

Assumptions

- The generating unit will not be running during the field investigation.
- Aspen employees will be available to provide McMillen employees with required Lockout/Tagout training and modify the plant conditions to ensure safe signal tracing and simulation.
- Aspen will provide working space in the plant for two workstations to complete on-site drafting.
- Signal simulation will be conducted after tracing out signals is complete and will only be conducted on undocumented signals that have been completely traced out. McMillen's team will not include a qualified electrician. Therefore, qualified Aspen employees will assist with field modifications needed to simulate signals.
- Aspen will have access to PLC and protection relay software to support the signal verification.

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Task 4: As-Built Documentation

This task covers the production of the as-built drawing set, documenting existing conditions:

- **Preliminary design drawings.** Drawings developed in the field will be assembled into a preliminary set.
- **Draft drawing package.** The preliminary set will be compiled into a draft drawing package.
- **Draft drawing package internal review.** The draft package will undergo internal review for accuracy and consistency before turnover.
- **Draft drawing package review corrections.** Following Aspen's review, we will incorporate comments and corrections.
- **Final drawing package.** We will produce the final drawing set implementing Aspen's comments, followed by a final internal review.

Assumptions

- As confirmed during the on-site pre-proposal meeting, field work can be performed during September and October 2026.
- The draft drawing package will be ready for Aspen's review December 18, 2026.
- Aspen will be prompt in the review and approval of drawings to meet the project timeline.

Task 5: As-Built Closeout

This task covers final delivery of the drawing set and confirmation that the work meets Aspen's needs:

- Final drawing package delivery: McMillen will deliver the final electronic drawing files depicting the as-built condition of the plant's electrical instrumentation and controls system.
- Project closeout meeting: We will conclude with a closeout meeting to confirm expectations were met, clarify any issues that arose during the work, and verify Aspen is satisfied with the final product. This meeting also provides an opportunity to discuss future work and continued collaboration.

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EXHIBIT B: FEE SCHEDULE

SECTION 5: FEE PROPOSAL AND SCHEDULE

McMillen has developed our fee proposal and schedule around the work plan presented in the Section 3 – Approach to Project, with labor and costs aligned to the specific tasks required to field verify Ruedi's existing systems and develop the final drawing set and DOSO. Our proposed schedule accounts for the coordination and field access necessary to efficiently complete the work while maintaining appropriate time for engineering review, quality control, and Aspen's review of key deliverables. The following fee proposal and schedule provide a clear breakdown of the level of effort and anticipated timing for each phase of the project.

ESTIMATED COSTS

Efficient field investigations reduce overall project cost—not simply travel cost. Our familiarity with the Ruedi Hydroelectric Facility, combined with our experience documenting aging hydroelectric infrastructure, allows us to maximize productivity during each site visit, minimize repeat mobilizations, and deliver accurate documentation that supports future modernization efforts.

Below are tables that summarize the estimated not-to-exceed costs for core Scope of Work as defined in Aspen's RFP Section 3.0 (Tasks 1 through 5), and estimated not-to-exceed costs for optional Tasks 6 and 7.

Table 5-1. Estimated Not-to-Exceed Costs Tasks 1 – 5

Task	Description	Cost
1.0	Project Management	$14,710
2.0	Data Collection & Review	$19,680
3.0	Field Verification	$48,515
4.0	As-built Documentation	$74,840
5.0	As-built Closeout	$11,110
	Project Total	**$168,855**

A complete breakout of the budget by task including field labor, drafting support, engineering review, and administration is included on the following page. The detailed budget also includes hourly rates for each of the proposed and/or anticipated roles on the project.

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McMillen

Detailed Budget Breakdown

Ruedi Governor and Controls - Electrical Drawings
City of Aspen

Staff	PM - Senior I (Winkle)	Senior Electrical Engineer - Senior II (Coulson)	Electrical Engineer - Junior (Barnes)	Electrical Engineer - Senior (Griffin)	CAD Drafter Junior (Shepard)	CAD Designer - Senior (Dybor)	Project Coordinator - Junior (Villegas)	Accounting	Hours	Total Labor	Expenses				Total Expenses	TOTAL
Rates	$ 280	$ 225	$ 165	$ 279	$ 129	$ 165	$ 115	$ 115			Airfare	Hotel/Car	Meals	Others		
Task 1. Project Management	25	11	11		8	1	17	8	77	$ 14,710	$ -	$ -	$ -	$ -	$ -	$ 14,710
Project Setup & Closeout	6						6		12	$ 2,370					$ -	$ 2,370
Schedule Maintenance	2								2	$ 560					$ -	$ 560
Kickoff Meeting	2	1	1	1	1	1	1	1	9	$ 1,725					$ -	$ 1,725
Bi-weekly External Meetings (5mo)	5	5	5	5			5		25	$ 5,225					$ -	$ 5,225
Bi-weekly Internal Meetings (5mo)	5	5	5	5	5		5		30	$ 5,825					$ -	$ 5,825
Invoicing	5							5	10	$ 1,975					$ -	$ 1,975
Task 2. Data Collection & Review (4 weeks)	9	20	36	12	32	-	-	-	109	$ 19,880	$ -	$ -	$ -	$ -	$ -	$ 19,880
Requests for Information	2	2	2	1					7	$ 1,590					$ -	$ 1,590
Review Data	4	4	4	4					16	$ 3,720					$ -	$ 3,720
Drawing List Creation (PDF & AutoCAD)		2	2	1					5	$ 1,030					$ -	$ 1,030
Template Instrumentation list	1		4	2					7	$ 1,440					$ -	$ 1,440
Template Drawings		12	24	4	32				72	$ 11,340					$ -	$ 11,340
Transmit	2								2	$ 560					$ -	$ 560
Task 3. Field Verification	-	48	48	48	48	-	-	-	192	$ 36,960	$ 1,700	$ 7,425	$ 1,800	$ 630	$ 11,555	$ 48,515
On Site Verifications - (5) days & (2) 1/2 travel		48	48	48	48				192	$ 36,960	1700	7425	1800	630	$ 11,555	$ 48,515
Task 4. As-built Documentation	28	80	104	40	184	-	-	-	436	$ 74,840	$ -	$ -	$ -	$ -	$ -	$ 74,840
Pre-site visit AutoCAD drawings (~3 weeks)	1	12	24	4	80				121	$ 17,380					$ -	$ 17,380
Pre-site PDF Drawing Updates (~3 weeks)	1	12	24	4					41	$ 7,780					$ -	$ 7,780
Preliminary DOSO	8	8		8					24	$ 6,200					$ -	$ 6,200
Post-site AutoCAD Drawing Updates (~6 weeks)		12	24	4	80				120	$ 17,100					$ -	$ 17,100
Post-site PDF Drawing Updates (~6 weeks)		24	24	4					52	$ 10,200					$ -	$ 10,200
Draft Drawing Package Internal Review	16								16	$ 4,480					$ -	$ 4,480
Draft Drawing Package Review Corrections		4	8		24				36	$ 5,020					$ -	$ 5,020
Draft DOSO	2	8		16					26	$ 6,680					$ -	$ 6,680
Task 5. As-built Closeout	8	8	16	8	24	-	-	-	62	$ 11,110	$ -	$ -	$ -	$ -	$ -	$ 11,110
Client Comments Drawing Package		2	16	4	24				46	$ 6,890					$ -	$ 6,890
Client Comments DOSO	2	4		4					10	$ 2,540					$ -	$ 2,540
ITR	4								4	$ 1,120					$ -	$ 1,120
Transit	2								2	$ 560					$ -	$ 560
Total Budget Tasks 1 - 5										$ 157,800.00						$ 168,956.00
Optional: Task 6. BOPs	16	60	-	80	-	-	-	-	156	$ 28,080	$ -	$ -	$ -	$ -	$ -	$ 28,080
Pre-site BOP Development	2	20		10					32	$ 7,760					$ -	$ 7,760
Post-site BOP Development	8	40		20					68	$ 15,640					$ -	$ 15,640
ITR	4								4	$ 1,120					$ -	$ 1,120
Transmit	2								2	$ 560					$ -	$ 560
Optional: Task 7. Hydro Controls Modernization Plan	49	28	-		-	-	-	-	77	$ 20,020	$ -	$ -	$ -	$ -	$ -	$ 20,020
Draft Alternatives Analysis	8	16		16					40	$ 10,160					$ -	$ 10,160
ITR	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Workshop Preparation & Presentation	8	4		4					16	$ 4,220					$ -	$ 4,220
Draft Modernization Plan	24	8		16					48	$ 12,840					$ -	$ 12,840
ITR	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Final Modernization Plan	2								2	$ 560					$ -	$ 560
Transmit	1								1	$ 280					$ -	$ 280
Total Optional Tasks 6 & 7										$ 48,100	$ -	$ -	$ -	$ -		$ 48,100
Total Hours Tasks 1 - 7	136	259	218	138	294	1	17	8	1,069		-	-	-	-		
Total BudgetTasks 1 - 7	$7,800	$6,925	$3,325	$7,280	$6,280	$165	$1,955	$920		$ 208,400.00					$ -	$ 214,956.00

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PROPOSED PROJECT SCHEDULE

Overall timing and duration

McMillen has developed a project-specific schedule for the Ruedi project to maximize efficiency and coordination for Aspen. The schedule is based on a Notice to Proceed at the end of August 2026, timely access to available background data, reasonable RFI response times, and review periods between McMillen and Aspen.

The schedule is intentionally built to allow early project management, system documentation, and Aspen engagement with Aspen's operations team to proceed concurrently. The site visit is proposed to occur in early October to provide McMillen with sufficient time to review the existing documentation and prepare draft drawings to be modified on-site. The final deliverable date provides adequate time for McMillen internal technical reviews (ITRs) to ensure accuracy and quality.

We would welcome the opportunity to collaborate with Aspen to evaluate opportunities to expedite specific tasks or review periods. Any proposed schedule acceleration will be evaluated collaboratively to balance efficiency with additional costs and overall project risk.

A detailed project schedule is provided in Table 5-3 below and continues on the following page.

Table 5-3. Proposed Project Schedule

Milestone	Duration (Business Days)	Start	End
Notice to Proceed		8/26/2026	
Task 1. Project Management	**TBD**		
Project Management		8/26/2026	TBD
Task 2. Data Collection & Review	**32 days**		
RFI	10 days	8/28/2026	9/11/2026
Drawing List	3 days	9/14/2026	9/16/2026
Drawing & Lists Templates	14 days	8/31/2026	9/18/2026
Transmit Preliminary Package	0 days	9/18/2026	9/18/2026
Client Review	5 days	9/21/2026	9/25/2026
Task 3. Field Verification	**10 days**		
Site Visit Planning	5 days	9/28/2026	10/2/2026
Site Visit	5 days	10/5/2026	10/9/2026
Task 4. As-Built Documentation	**67 days**		
Pre-Field Verification Drawing Development	10 days	9/14/2026	9/25/2026
Post-Field Verification Drawing Development	34 days	10/12/2026	11/27/2026

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ITR	5 days	11/30/2026	12/4/2026
Incorporate ITR Comments	10 days	12/7/2026	12/18/2026
Transmit As-Built Package for Review	0 days	12/18/2026	12/18/2026
Client Review	8 days	12/21/2026	1/1/2027
Task 5. As-Built Closeout	**27 days**		
Drawing Updates and ITR	27 days	12/21/2026	1/28/2027
Transmit Final As-Built Package	0 days	1/29/2027	1/29/2027