



**DESIGN-BUILD SERVICES FOR FRISCO BAY MARINA FUEL
SYSTEM**

Exhibit A
Invitation to Bid

TOWN OF FRISCO, CO
REQUEST FOR PROPOSALS (RFP)
FRISCO BAY MARINA FUEL SYSTEM

The Town of Frisco is seeking proposals from qualified firms for design-build services for the new Frisco Bay Marina Fuel System. Additional information and access to all documents and plan sets related to this project can be obtained by contacting Jeff Goble, Public Works Director, at jeffg@townoffrisco.com

Optional pre-bid site meeting will be conducted at 10:00AM, Wednesday, January 27th at the Frisco Bay Marina, 267 Marina Rd., Frisco, CO 80443

Proposals will be due no later than 12:00 PM, Monday, March 15, 2021, to Jeff Goble, Frisco Public Works Director, at jeffg@townoffrisco.com

Exhibit B

Kubat Equipment and Service Co. Bid

3/15/2021

Jeff Goble
Town of Frisco

Re: Frisco Bay Marina Fuel System Removal/Installation

Good Afternoon,

Kubat Equipment and Service Company is pleased to have the opportunity to supply the Town of Frisco with a quote to remove/replace the existing fuel system.

Kubat specializes in fueling system design, sales, installation & service since 1949. We have over 100 years of experience with our current staff (Sales / Service / Construction and Management).

I am confident that we will be able to supply you with the quality equipment, service and installation you desire. During any time of this process (or thereafter) you have any questions please do not hesitate to contact me.

Kubat Equipment and Service Company
Russell Haddock
1070 S Galapago St.
Denver, CO. 80223
Work #-303/777-2044
Fax #- 303/777-2324
Cell # - 303/903-9646
E-Mail / rhaddock@kubatequip.com

I look forward to hearing back soon and having the opportunity to work with you on this project.

Sincerely,
Russell Haddock

Petroleum Handling Equipment
for Retail and Commercial
Fueling Applications



KUBAT
EQUIPMENT
AND SERVICE CO.
Since 1949
1070 So. Galapago St. • Denver, CO 80223
Fax 303-777-2324
Complete Sales, Service, & Installation
VISA 303-777-2044 MasterCard

Automotive Service Equipment
Industrial Products

Safety – “It’s the Key to Success”

RUSSELL HADDOCK
OUTSIDE SALES REPRESENTATIVE
1070 S GALAPAGO ST.
DENVER CO 80223
CELL # 303/903-9646

Serving the rocky mountain area



PREVIOUS WORK COMPLETED

- **Martin Marieatta / HWY 34 Project**
27486 Weld County RD 13
Loveland CO 80534
 - **Installed four (4) 20,000 gallon above ground fuel storage tanks, installed four (4) new above ground dispensers and completed all the piping installation for fills and product lines and installed a new fuel management system**

- **Adams County School Dist #50**
7002 RALIEGH
WESTMINSTER CO 80030
 - **Removed existing underground fuel storage tanks, installed a new 10,000 gallon above ground fuel storage tank. Installed two (2) new above ground dispensers, completed all piping installation for fill and product lines and installed a new fuel management system.**

- **Xcel Energy**
5901 Sheridan Blvd
Arvada CO 80003
 - **Removed existing underground fuel storage tanks, installed a new 18,000 gallon above ground fuel storage tank. Installed two (2) new dispensers, completed all piping installation for fill and product lines and installed a new fuel management system.**

- **Douglas County School Dist**
8236 Carder Court
Highlands Ranch CO. 80125

Installed one (1) 10,000 gallon above ground fuel storage tank, installed one (1) new fuel dispenser and tied into existing FuelMaster fuel management system and completed product/fill piping installation to the dispenser and tank.

- **CDOT (Colorado Dept of Transportation)**
14764 US Hwy 40
Empire CO 80438

Installed one (1) 8,000 gallon above ground fuel storage tank, installed two (2) fuel dispensers and completed all the piping installation for fill/product lines and installed a new FuelMaster fuel management system with a new ATG (Automatic Tank Gauge) system.



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS				FRT.	PAGE NO.
				I	1

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				<p>*****</p> <p>THANK YOU FOR GIVING KUBAT EQUIPMENT AND SERICE COMPANY THE OPPORTUNITY TO QUOTE THE FOLLOWING SCOPE OF WORK;</p> <p>-----</p> <p>NOTE: PHASE II SITE BASE CAD FILE TO INLCUDE LOCATION OF RECENTLY INSTALLED TRANSFORMER TO BE SUPPLIED BY CUSTOMERS CIVIL ENGINEER FOR KUBATS ENGINEER/DESIGN..</p> <p>-----</p> <p>NOTE: QUOTE IS TO REMOVE EXISITNG FUEL TANK SYSTEM WITH UST PIPING AND SUPPLY/INSTALL A NEW FUEL SYSTEM WITH TWO DISPENSERS, ONE AT SHORE AND ONE ON THE MARINA.....</p> <p>-----</p> <p>KUBAT WILL;</p> <p>-----</p> <p>- COMPLETE ENGINEERED/WET STAMPED DRAWINGS AND ACQUIRE ALL NEEDED PERMITTING TO COMPLETE A NEW FUEL TANK</p>				

CODE EXPLANATION

- * - STATE TAX APPLICABLE
- # - FED./OTHER TAX APPLICABLE
- + - STATE & FEDERAL TAX APPL.
- D - BALANCE BACK ORDERED
- C - CONSIDER COMPLETE
- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- RT - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

*** SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION ***

Customer Signature _____

Sales Rep Signature _____

ORIGINAL





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INSTRUCTIONS				FRT.	PAGE NO.
				I	2

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				INSTALLATION PROJECT WITH STATE/LOCAL AND FIRE AUTHORITIES HAVING JURISDICTION. - - SUBMIT PROPER PAPER WORK TO ALL AUTHORITIES HAVING JURISDICITON FOR FUEL TANK/PIPING REMOVAL AND OBTAIN ALL NEEDED PERMITTING/APPROVALS TO COMPLETE. - - CLEAN/PREP EXISTING AST TANK FOR REMOVAL/DISPOSAL. NOTE: CUSTOMER TO HAVE EXISTING FUEL IN TANK REMOVED TO NO MORE THEN ONE (1) INCH PRIOR TO CLEANING/REMOVAL - - DEMOB EXISTING TANK, TANK CONCRETE PAD AND DISPOSE OF. - - TRENCH OVER EXISTING PRODUCT LINE FROM TANK TO PREVIOUS DOCK, ACCESS PIPE AND REMOVE/DISPOSE PIPING.				

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FREIGHT TOTAL	
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1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	3

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				<ul style="list-style-type: none"> - GRAB SAMPLES AROUND EXISTING TANK/PIPING AND SUBMIT FOR ANALYTICAL REPORTS - COMPLETE AN ASSESSMENT AND SUBMIT TO OPS AND ACQUIRE AN NFA FROM CDLE FOR TANK/PIPING REMOVAL. - BACKFILL ALL EXCAVATED AREAS TO SUB/GRADE. - SUPPLY/INSTALL ASPAHLT/CONCRETE IN ALL EXCAVATED TRENCHING AREAS FROM PREVIOUS DOCK LOCATION BACK TO EXISTING TANK PAD. - REGRADE/CONSTRUCT NEW TANK PAD FOR NEW AST FUEL TANK IN EXISTING LOCATION OF OLD AST. - CONSTRUCT AND COMPLETE TWO (2) TRENCHES FROM THE NEW TANK PAD. <p>one trench will go from the</p>				

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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INSTRUCTIONS				FRT.	PAGE NO.
				I	4

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				new pad NORTH to first location of the new shore dispenser and then continue NorthEast around to new gangway location. second trench will proceed due east from the new tank/pad to new building location and continue East to North to gangway. - OFFLOAD/SET AND TEST NEW 4K ABOVE GROUND FUEL TANK ONTO THE NEW TANK PAD. - SUPPLY/INSTALL ALL QUOTED TANK TOP EQUIPMENT - SUPPLY/INSTALL ALL NEW FILL EQUIPMENT TO INCLUDE MOUNTING THE NEW REMOTE FILL BOX ONTO THE TANK. - SUPPLY/INSTALL NEW DISPENSER/TRANSITION SUMPS FROM TANK TO GANGWAY.				

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- rl - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF P.O. BOX 4100 FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF FRISCO BAY MARINA 902 EAST MAIN ST FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

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1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS				FRT.	PAGE NO.
				I	5

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				- SUPPLY/INSTALL NEW PRODUCT PIPING AND ELECTRICAL CONDUITS IN PRE-DESIGNATED TRENCHES. - - COMPLETE/INSTALL PIPING AND MATERIALS INTO DISPENSER SUMPS AND AT THE GANGWAY SUMP. - - COMPLETE UNDERGROUND INSPECTIONS FROM TANK TO GANGWAY. - - BACKFILL ALL EXCAVATED AREAS - - SUPPLY/INSTALL A TRANSITION SUMP AT THE END OF THE GANGWAY/BRIDGE AS WELL AS A TRANSITION SUMP AT THE MARINA DISPENSER LOCATION. - - SUPPLY/INSTALL PIPE AND FITTINGS FROM THE GANGWAY UNDER THE BRIDGE THROUGH THE NEW TRANSITION SUMP AT THE END OF THE BIDGE ON TO THE				

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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FRISCO CO 80443

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INSTRUCTIONS				FRT.	PAGE NO.
				I	6

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				MARINA TRANSITION SUMP. - - SUPPLY/INSTALL TWO NEW GILBARCO 700S, SINGLE PRODUCT, SINGLE HOSE DISPENSERS. NOTE: ONE WILL BE AT THE TANK AND THE OTHER WILL BE AT THE MARINA PER DRAWINGS. - - SUPPLY/INSTALL NEW STANDARD HANGING HARDWARE ONTO THE DISPENSER AT THE TANK. - - SUPPLY/INSTALL A NEW MARINA RATED HOSE REEL NEXT TO THE NEW DISPENSER AT THE MARINA W A 3/4" X 20' MARINA HOSE. - - SUPPLY/INSTALL MARINA RATED HANGING HARDWARE ON THE DISPENSER AND HOSE REEL AT THE MARINA. - - SUPPLY/INSTALL PROPER SIGNAGE AT THE NEW TANK AND ON THE NEW DISPENSERS.				

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- F - FACTORY MINIMUM
- R - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF P.O. BOX 4100 FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF FRISCO BAY MARINA 902 EAST MAIN ST FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

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1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS				FRT.	PAGE NO.
				I	7

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				- - SUPPLY/INSTALL A NEW POINT OF SALE SYSTEM IN THE NEW BUILDING AT THE FUEL ELECTRICAL PANEL. - - SUPPLY/INSTALL A NEW TANK GAUGE SYSTEM IN THE NEW BUILDING AT THE FUEL PANEL LOCATION. - - SUPPLY/INSTALL A TANK GAUGE PROBE AND INTERSTITIAL SENSOR ONTO THE NEW TANK. - - SUPPLY/INSTALL A PIPING SUMP SENSOR INTO THE TRANSITION SUMP AT THE TANK AND GANGWAY AND INTO THE NEW TANK DISPENSER SUMP. - - SUPPLY/INSTALL A DISCRIMINATING SUMP SENSOR INTO THE BRIDGE TRANSITION SUMP AS WELL AS INTO THE NEW MARINA TRANSITION SUMP. -				

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
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P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

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1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS						FRT.	PAGE NO.	
						I	8	
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				- CERTIFIED ELECTRICIAN WILL PULL ALL REQUIRED POWER/COMMUNICATION CABLING THROUGH THE NEW CONDUITS. - CERTIFIED ELECTRICIAN WILL LAND ALL CABLING AT THE NEW FUEL PANEL/BREAKERS AND AT THE VALVES, DISPENSERS, PROBES, AND SENSORS. NOTE: FUEL PANEL/BREAKERS IS TO BE SUPPLIED BY CUSTOMER - COORDINATE WITH CUSTOMER TO HAVE FUEL DELIVERED INTO THE NEW AST 4K TANK. - CERTIFIED ELECTRICIAN WILL BRING POWER TO THE NEW FUEL SYSTEM AND TEST FUNCTIONALITY - START UP THE NEW TANK GAUGE SYSTEM, PROGRAM AND COMMISSION IT. - START UP/PROGRAM THE NEW POINT OF SALE SYSTEM.				

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
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FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

Table with columns: QUOTE NUMBER, SLSMN., ORDER DATE, TAKER, CUSTOMER P.O. NUMBER, DATE. Row 1: 1035076-0000-01, 1083, 03/05/21, 1085, MARINA

Table with columns: INSTRUCTIONS, FRT., PAGE NO. Row 1: I, 9

Main table with columns: QUANTITY (ORDERED, B.O./RET., SHIPPED), DISP., ITEM CODE AND DESCRIPTION, U/M, MULT., UNIT PRICE, AMOUNT. Description: PURGE NEW PRODUCT PIPING TO BOTH DISPENSERS. CONFIRM CALIBRATION OF NEW DISPENSERS. ACQUIRE APPROVED FINAL INSPECTIONS FROM ALL AUTHORITIES HAVING JURISDICTION. TRAIN KEY PERSONNEL FROM TOWN OF FRISCO ON THE NEW TANK GAUGE SYSTEM AND POINT OF SALE SYSTEM. TRAIN KEY PERSONNEL ON NEW ENCORE DISPENSERS AND HOW TO USE. CLEAN UP MATERIAL/DEBRIS

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Table with columns: FREIGHT IN, FREIGHT OUT

Table with columns: SUB TOTAL, MISC. CHARGE, TELE. CHARGE, FREIGHT TOTAL, FED./OTHER TAX, TAX, PAYMENT REC'D. CONTINUED

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INSTRUCTIONS				FRT.	PAGE NO.
				I	10

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT	
ORDERED	B.O./RET.	SHIPPED							
				FROM KUBATS SCOPE OF WORK AND DISPOSE OF. ***** ----- THIS QUOTE EXCLUDES THE FOLLOWING; ----- - ANY WORK/MATERIALS NOT QUOTED IN KUBATS SCOPE OF WORK - - ANY/ALL GEOTECHNICAL REPORTS IF REQUIRED/REQUESTED and ANY HAUL-OFF, DISPOSAL OF CONTAMINATED, EXCAVATED MATERIALS AND IMPORT OF REPLACEMENT BACKFILL. - - PREVAILING/DAVIS BACON WAGES - - PANEL/BREAKERS FOR FUEL SYSTEM. - - PHASE II SITE BASE CAD FILE TO INCLUDE RECENTLY INSTALLED					

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FREIGHT TOTAL	
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INSTRUCTIONS				FRT.	PAGE NO.
				I	11

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				TRANSFORMER LOCATION. - - ADDITIONAL POINT OF SALE SYSTEMS AND/OR INSTALLATION - - FUEL FOR TANK - - MAG STRIPE/PROPRIATARY CARDS - - IP/NETWORK NUMBERS - - CHIP KEYS - - WIRELESS COMMUNICATIONS FOR POINT OF SALE AND/OR TANK GAUGE SYSTEM - - ANY/ALL SUBMITTALS AND/OR DESIGNING OF NEW FUEL SYSTEM				

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FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE			
1035076-0000-01	1083	03/05/21	1085	MARINA				
INSTRUCTIONS					FRT.	PAGE NO.		
					I	12		
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				PRIOR TO CONTRACT APPROVAL -----				
1				*4K UL2085 AST TANK DIMS: 82"DIA X 18'L WT#9, 500LBS DRY	EA		20076.00	20076.00
1				*INBOUND FREIGHT AST TANK TO:FRISCO CO	EA		1883.00	1883.00
1				918 0400 AG 2" CLOCK GAUGE W/ALARM & TORPEDO FLOAT 00200 ZZ01I UPC# 00200 ZZ01I	EA		912.00	912.00
1				*715-TT2-2QB0-0 2"10GAL TOP CONNECTION W/2" AL FEMALE QD COUPLER, BR BALL VALVE	EA		1485.00	1485.00

CODE EXPLANATION

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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- R - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

*** SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION ***

Customer Signature _____

Sales Rep Signature _____

ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	13

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*715-VR30AK 3" VAPOR RECOVERY KIT INCL CAP, ADAPTER & 2 CLAMPS	EA		210.00	210.00
1				GR75-40 STATIC GROUNDING REEL W/40' ORANGE COATED GROUND CABLE & 9951.0031 100amp CLAMP "BROWNE" 00074 ZZ007 UPC# 00074 ZZ007	EA		208.00	208.00
1				246A 0200 AV 2" SWING CHECK VALVE 00200 00021 UPC# 00200 00021	EA		174.00	174.00
1				61FSTOP-2000 AST SHUTOFF VALVE W/FL OPW 00001 ZZ08Q UPC# 00001 ZZ08Q	EA		870.00	870.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS							FRT.	PAGE NO.
							I	14
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*61FT-0206 2"OD X 6FT DROP TUBE	EA		117.95	117.95
1				634B-AL20 2" KMLK DUST CAP ALUMINUM (FILL) 00601 ZZ025 UPC# 00601 ZZ025	EA		23.00	23.00
1				1711T-7085 3" OPW DURATUFF V/R CAP 00001 ZZ06S UPC# 00001 ZZ06S	EA		32.00	32.00
10				2-BP 2" BLACK PIPE (FILL LINE) 00938 ZZ1IB UPC# 00938 ZZ1IB	EA		10.60	106.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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Sales Rep Signature

ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF P.O. BOX 4100 FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF FRISCO BAY MARINA 902 EAST MAIN ST FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS					FRT.	PAGE NO.
					I	15

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
2				2-B90 2" BLACK 90 ELBOW (FILL LINE) 00004 ZZ04Z UPC# 00004 ZZ04Z	EA		26.54	53.08
1				2-BU 2" BLACK UNION (FILL LINE) 00004 ZZ04W UPC# 00004 ZZ04W	EA		46.90	46.90
1				523V-1100 OPW/PRESS/VAC/VENT/8OZ 2" THREADED (523-1100) 00001 ZZ0BU UPC# 00001 ZZ0BU	EA		96.00	96.00
6				2-GP 2" GALVINIZED PIPE (VENT STACK) 00938 ZZ1IJ UPC# 00938 ZZ1IJ	FT		15.50	93.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION*****

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE		
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS						FRT.	PAGE NO.	
						I	16	
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
2				4-BC 4" BLACK COUPLING -BM- (V/R-VENT OPENING) 00004 ZZ05X UPC# 00004 ZZ05X	EA		142.45	284.90
1				4-BT 4" BLACK TEE (V/R-VENT) 00004 ZZ060 UPC# 00004 ZZ060	EA		229.82	229.82
1				4X3-BR 4" X 3" BLACK REDUCER (VAPOR RECOVERY) 00938 ZZ1HP UPC# 00938 ZZ1HP	EA		87.35	87.35
10				3-BP 3" BLACK PIPE (VAPOR RECOVERY) 00004 ZZ020 UPC# 00004 ZZ020	EA		12.10	121.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL CONTINUED

MISC. CHARGE
TELE. CHARGE
FREIGHT TOTAL
FED./OTHER TAX
TAX
PAYMENT REC'D.

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Sales Rep Signature

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS							FRT.	PAGE NO.
							I	17
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
3				3-B90 3" BLACK 90 ELBOW (VAPOR RECOVERY) 00938 ZZ1HO UPC# 00938 ZZ1HO	EA		94.70	284.10
1				4X2-BR 4" X 2" BLACK REDUCER (VENT STACK) 00004 ZZ068 UPC# 00004 ZZ068	EA		89.93	89.93
1				P75U1-RJ1 410140-001 SUB-PUMP ASSEM. 3/4 HP 71.5" - 102" 208/230 VOLT, 1PH, RISER 065-121-3 00186 ZZ05S UPC# 00186 ZZ05S	EA		1847.75	1847.75
1				880-041-5 CONTROL BOX FOR P33, 00186 ZZ010 UPC# 00186 ZZ010	EA		126.00	126.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL CONTINUED
MISC. CHARGE
TELE. CHARGE
FREIGHT TOTAL
FED./OTHER TAX
TAX
PAYMENT REC'D.

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ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION*****

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	18

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				100-707 1-1/2" BALL VALVE T-100N (JOMAR) (SUB PUMP) 00972 ZZ00B UPC# 00972 ZZ00B	EA		49.00	49.00
1				821-0150AC 1-1/2" SOLENOID VALVE 120/60V AC 00001 ZZ0HE UPC# 00001 ZZ0HE	EA		619.00	619.00
1				116-057-5 FX2V SINGLE LEAK DETECTOR W/ TEST PORT R/J 00186 ZZ016 UPC# 00186 ZZ016	EA		569.00	569.00
1				038-072-5 LEAK DETECTOR HOUSING (SUB PUMP/PRODUCT) 00186 ZZ013 UPC# 00186 ZZ013	EA		52.00	52.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS							FRT.	PAGE NO.
							I	19
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				2X1050-BR 2" X 1 1/2" BLACK RE (PRODUCT PIPE) 00004 ZZ05C UPC# 00004 ZZ05C	EA		23.35	23.35
20				1050-BP 1 1/2" BLACK PIPE (PRODUCT PIPE) 00938 ZZ1I2 UPC# 00938 ZZ1I2	EA		9.00	180.00
1				1050-BU 1 1/2" BLACK UNION 00004 ZZ03T UPC# 00004 ZZ03T	EA		40.35	40.35
1				*BRAVO SYSTEMS 2-UDC/3-TRANS SUMPS W/FITTINGS	EA		12782.00	12782.00
750				AXP40-250 4" DW ACCESS PIPE (250') PRICED PER FOOT 00001 ZZ0GI UPC# 00001 ZZ0GI	FT		5.45	4087.50

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL

TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP

TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE			
1035076-0000-01	1083	03/05/21	1085	MARINA				
INSTRUCTIONS					FRT.	PAGE NO.		
					I	20		
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
750				C15-1000 1-1/2" DOUBLEWALL PRIM PIPE 00001 ZZ0HF UPC# 00001 ZZ0HF	EA		21.00	15750.00
8				REF-4015 1.5" RIGID ENTRY FITTING NYLON 00001 ZZ0RI UPC# 00001 ZZ0RI	EA		95.00	760.00
8				DPC-2150 1-1/2" DW PIPE COUPLING 00001 ZZ0J1 UPC# 00001 ZZ0J1	EA		113.00	904.00
1				STF-1515 1 1/2" SWIVEL TEE FITTING (TANK TRANS SUMP) 00001 ZZ0KI UPC# 00765 ZZ010	EA		62.00	62.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE			
1035076-0000-01	1083	03/05/21	1085	MARINA				
INSTRUCTIONS					FRT.	PAGE NO.		
					I	21		
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
2				SEF-1515 1 1/2" SWIVEL ELBOW F (UDCS) 00001 ZZ0IF UPC# 00001 ZZ0IF	EA		58.00	116.00
2				TTT-2536 TERMINATION TEST TUBE 1/4"X 36" 00001 ZZ0JH UPC# 00001 ZZ0JH	EA		27.00	54.00
2				TCT-2509 TEST JUMPER FOR DPC CPLGS 00001 ZZ0JG UPC# 00001 ZZ0JG	EA		22.00	44.00
2				TGA-15 TEST GAUGE 00001 ZZ0BB UPC# 00001 ZZ0BB	EA		55.00	110.00
1				*INBOUND FREIGHT BRAVO SYSTEMS	EA		350.00	350.00

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SUB TOTAL CONTINUED
MISC. CHARGE
TELE. CHARGE
FREIGHT TOTAL
FED./OTHER TAX
TAX
PAYMENT REC'D.

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QUOTE NUMBER

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02229

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P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS	FRT.	PAGE NO.
	I	22

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
2				*NTS-SZ-T-S-XX-02 1-1/2" SAFETY BREAKAWAY DEVICE, SST (BRIDGE SUMP)	EA		8125.00	16250.00
1				*GANGWAY FITTINGS AND MATERIALS	EA		1500.00	1500.00
2				*GILBARCO ENCORE 700S MODEL#NA0 1-GRADE MPD DISPENSER/1-SIDED 1-PRODUCT DISPENSER/1-SIDE 1-INLET/1-SIDED/1-HOSE +++++ INCLUDES; ----- - 5.7" GRAPHICAL COLOR SCREEN DISPLAY WITH SOFT SELECTION KEYS. - HIGH SPEED THERMAL PRINTER - FLEXPAY 4 CRIND PLATFORM PCI PED CERTIFIED - ENCRYPTED PIN PAD (EPP) PCI-PTS COMPLIANT - EMV HYBRID (CHIP+MAGSTRIPE) READER IN DISPENSER - STANDARD GENERIC FACTORY	EA		14545.00	29090.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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QUOTE NUMBER

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BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

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QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	23

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
2				GRAPHICS PACKAGE - DURAMAX TUXEDO SIDE SHEATHING - SPEAK PER DISPENSER SIDE - 2/YEAR STANDARD GILBARCO PARTS & LABOR WARRANTY ***** *INBOUND FREIGHT PER DISPENSER	EA		350.00	700.00
2				*GILBARCO DISPENSER COMMUNICATIONS MODULE (DCM) FOR 2-WIRE HIGH SPEED COMMS PER 2-SIDE DISPENSER	EA		705.00	1410.00
2				*ENCRYPTED PIN PAD HEATER PER 1-SIDE DISPENSER	EA		210.00	420.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL CONTINUED
MISC. CHARGE
TELE. CHARGE
FREIGHT TOTAL
FED./OTHER TAX
TAX
PAYMENT REC'D.

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SHIP TO: FRISCO, TOWN OF
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QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION*****

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	24

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*GILBARCO BRCM2 DUAL BOARD D-BOX W/SECURITY BRACKET W/O SSOM 110V PA04220000022B	EA		4095.00	4095.00
1				*GILBARCO PASSPORT PX60 ALL-IN-ONE +++++ INCLUDES; ----- - PX60 ALL-IN-ONE (SINGLE TERMINAL) POINT OF SALE SYSTEM - 1) COMBO MANAGER TERMINAL, 15" PROJECTIVE CAPACITIVE TOUCH SCREEN PER TERMINAL, BASE APPLICATION SOFTWARE, COMBO INSTALLATION KIT, RECEIPT PRINTER, CASH DRAWER KEYBOARD AND MOUNSE COMBO, DOCUMENTATION, VERFONE MX915 PIN PAD PER TERMINAL, UPS FOR SINGLE TERMINAL COMBO, 1ST YEAR (PARTS ONLY) HARDWARE WARRANTY, 1ST YEAR PLUS PASSPORT SERVICE OFFERING	EA		13218.75	13218.75

CODE EXPLANATION

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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- R - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION

Customer Signature

Sales Rep Signature

ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS							FRT.	PAGE NO.
							I	25
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				(PSO) . +++++	EA		720.00	720.00
1				*GILBARCO 1ST YR PREMIUM PASSPORT SERVICE OFFERING (PSO) (COMBO UNIT) ADDS LABOR AND MILEAGE TO 1ST YEAR PARTS WARRANTY	EA		532.95	532.95
1				*GILBARCO EDH2 ENHANCED DISPENSER HUB EDH2	EA		2850.00	2850.00
1				*GILBARCO MANAGED SWITCH NETGEAR PROSAFE GS108TV2 8-PORT	EA		164.00	164.00
1				*GILBARCO SECURE ZONE ROUTER (REQUIRES SWITCH) POWERED BY ACUMERA	EA		731.00	731.00

CODE EXPLANATION

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- B - BALANCE BACK ORDERED
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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- PL - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

*** SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION ***

Customer Signature _____

Sales Rep Signature _____

ORIGINAL





QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER		DATE	
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS							FRT.	PAGE NO.
							I	26
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*INBOUND FREIGHT GILBARCO PASSPORT	EA		220.00	220.00
1				*MIS GILBARCO CABLING FOR PASSPORT	EA		150.00	150.00
6				54-220 PASSPORT RECEIPT/JOURNAL PAPER(50 ROLL CASE) 00492 ZZ006 UPC# 00492 ZZ006	EA		2.60	15.60
24				15-152 GILBARCO PAPER 9078-2977 (24 ROLLS PER CASE) 00492 ZZ003 UPC# 00492 ZZ003	EA		4.40	105.60
1				20021965 3/4" X 8"GOODYEAR FLEXSTEEL CURB PUMP HOSE HW (SHORE DISP) 00964 ZZ011 UPC# 00964 ZZ011	EA		17.00	17.00

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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- RT - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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Customer Signature

Sales Rep Signature

ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	27

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				68EZR-7575 3/4"RECONNECTABLE BREAKAWAY (SHORE DISP) 00001 ZZ0PW UPC# 00001 ZZ0PW	EA		63.00	63.00
1				20021947 3/4"X17'GOODYEAR FLEXSTEEL CURB PUMP HOSE HW (SHORE DISP) 00964 ZZ00J UPC# 00964 ZZ00J	EA		71.00	71.00
1				241TPS-0241 3/4" MXF OPW SWIVEL OPW *800-0536425* (SHORE DISP) 00001 ZZ014 UPC# 00001 ZZ014	EA		24.00	24.00
1				11BP-0400 3/4"NZ PRESS ACT UNLD BLACK OPW - FCG (SHORE DISP) 00001 ZZ00P UPC# 00001 ZZ00P	EA		55.00	55.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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Customer Signature _____

Sales Rep Signature _____

ORIGINAL



QUOTE NUMBER

1035076-0000-01

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P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
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CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION*****

QUOTE NUMBER		SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE		
1035076-0000-01		1083	03/05/21	1085	MARINA			
INSTRUCTIONS						FRT.	PAGE NO.	
						I	28	
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				8BL-0400 SPLASH GUARD - BLACK OPW *800-0512798* (SHORE DISP) 00001 ZZ02A UPC# 00001 ZZ02A	EA		4.50	4.50
2				10P-0152 1-1/2"DBL POPPET FIRE VALVE 10PLUS 00001 ZZ0JN UPC# 00001 ZZ0JN	EA		210.00	420.00
1				*MARINA GRADE HOSE/ EQUIPMENT FOR MARINA DISPENSER (WHIP HOSE/BREAKAWAY/ NO DRIP HOSE)	EA		550.00	550.00
1				*MARINA HOSE REEL W/3/4" X 20" MARINA FUEL HOSE, TR-BOTTOM AND BALL STOP	EA		1056.00	1056.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL CONTINUED

MISC. CHARGE
TELE. CHARGE
FREIGHT TOTAL
FED./OTHER TAX
TAX
PAYMENT REC'D.

SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION*

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P.O. BOX 4100
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CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	29

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*INBOUND FREIGHT HOSE REEL	EA		250.00	250.00
3				*100-908 1-1/2" SST BALL VALVE (UG/GANGWAY/MARINA SUMP)	EA		75.00	225.00
1				*710SS-2200 1V 1-1/2" SST SOLENOID VALVE W/120/60 VOLT AC COIL (BRIDGE SUMP)	EA		2030.00	2030.00
1				*MISC SST PIPE/FITTINGS UG/GANGWAY SUMP	EA		450.00	450.00
1				*MISC SST PIPE AND FITTINGS (BRIDGE SUMP)	EA		470.00	470.00
1				*INBOUND FREIGHT MORRISON BROS	EA		295.00	295.00

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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ORIGINAL





QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION*****

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS	FRT.	PAGE NO.
	I	30

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*VEEDER ROOT TANK TLS450-PLUS/W (1) PROBE, (1) INT SENSOR/ (3) SUMP SENSORS/ (2) SOLID STATE DISC SENSORS	EA		16302.00	16302.00
1				*INBOUND FREIGHT VEEDER ROOT	EA		350.00	350.00
1				*EXCAVATION MATERIALS TOWN OF FRISCO FRISCO BAY MARINA	EA		69998.00	69998.00
1				*EXCAVATION LABOR TOWN OF FRISCO FRISCO BAY MARINA	EA		104996.00	104996.00
1				*ELECTRICAL MATERIALS TOWN OF FRISCO FRISCO BAY MARINA	EA		101443.00	101443.00
1				*ELECTRICAL LABOR TOWN OF FRISCO FRISCO BAY MARINA	EA		141498.00	141498.00

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- D - DIRECT SHIPMENT
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FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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02229

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P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
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FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS		FRT.	PAGE NO.
		I	31

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				*PAYMENT/PERFORMANCE BOND (2 YEARS)	EA		8520.00	8520.00
1				*ENGINEERED/PERMIT COST -PERMIT COST IS AN NTE AMOUNT QUOTED-	EA		26670.00	26670.00
1				*3RD PARTY TESTING LINE TEST	EA		670.00	670.00
1				*MISC PIPE AND FITTINGS	EA		700.00	700.00
1				*SIGNAGE	EA		675.00	675.00
1				*CRANE TOWN OF FRISCO MARINA	EA		2533.00	2533.00
3				D-104 DESICCANT BREATHER 00524 ZZ00A UPC# 00524 ZZ00A	EA		144.00	432.00

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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- RL - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

BILL TO: FRISCO, TOWN OF
P.O. BOX 4100
FRISCO CO 80443

SHIP TO: FRISCO, TOWN OF
FRISCO BAY MARINA
902 EAST MAIN ST
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CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS	FRT.	PAGE NO.
	I	32

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
1				K1070E MISC. SHOP SUPPLIES KUBAT ZZ00H UPC# KUBAT ZZ00H	EA		5.00	5.00
1				NONTAXABLE INSTALL FEE	EA		123951.50	123951.50
				*EPA/ENVIRONMENTAL FEE UPC# KUBAT ZZ00Q	EA			
				*CONSTRUCTION LABOR KUBAT CONSTRUCTION LABOR UPC# ZZZZZZ00030	HR			
				*SERVICE LABOR KUBAT SERVICE LABOR UPC# ZZZZZZ00020	HR			
				*PROJECT MGMT / ADMIN PROJECT MANAGEMENT / ADMINISTRATION FEE UPC# KUBAT001	HR			

CODE EXPLANATION

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- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- R - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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ORIGINAL



QUOTE NUMBER

1035076-0000-01

02229

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P.O. BOX 4100
FRISCO CO 80443

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FRISCO BAY MARINA
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FRISCO CO 80443

CUSTOMER P.O. NO. MARINA

QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS				FRT.	PAGE NO.
				I	33

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				*OVERTIME LABOR KUBAT OVERTIME LABOR UPC# KUBAT ZZ000	HR			
				*MILEAGE REG SERVICE VEHICLE OUTSIDE METRO UPC# KUBAT 00540	MI			
				*LAPTOP FIELD USAGE UPC# KUBAT ZZ00N	EA			
				*HAMMER DRILL HAMMER DRILL USAGE UPC# ZZZZZZ00270	EA			
				*DUMP FEE/SHOP SHOP DISPOSAL UPC# ZZZZZZ00360	EA			
				*CALIBRATION - LOW FLOW PER METER UPC# KUBAT ZZ00T	EA			

CODE EXPLANATION

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- F - FACTORY MINIMUM
- RL - RETURNED CYL.

FREIGHT IN	FREIGHT OUT

SUB TOTAL	CONTINUED
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	
TAX	
PAYMENT REC'D.	

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ORIGINAL



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QUOTATION**QUOTATION*****QUOTATION*****QUOTATION*****QUOTATION***

QUOTE NUMBER	SLSMN.	ORDER DATE	TAKER	CUSTOMER P.O. NUMBER	DATE
1035076-0000-01	1083	03/05/21	1085	MARINA	

INSTRUCTIONS				FRT.	PAGE NO.
				I	34

QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
				*AIR COMPRESSOR AIR COMPRESSOR USE UPC# ZZZZZZ00010	EA			
				*GATEWAY FEE LAPTOP GATEWAY FEE UPC# KUBAT KUB28	EA			
				*PER DIEM	EA			
				*GENERATOR GENERATOR USE UPC# KUBAT ZZ00L	EA			

CODE EXPLANATION

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FREIGHT IN	FREIGHT OUT

SUB TOTAL	742,905.88
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
TAX	0.00
PAYMENT REC'D.	0.00

*** SEE ATTACHED TERMS & CONDITIONS WHICH ARE PART OF THIS QUOTATION ***

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Sales Rep Signature

TOTAL AMOUNT DUE
742,905.88

ORIGINAL

TERMS AND CONDITIONS

1. **Acceptance.**
This proposal, when accepted by the Buyer within the period set out in this contract, will constitute a bona fide contract between us. It is agreed that there are no promises, agreements or understandings, oral or written, that are not specified in this agreement. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.
2. **Prices.**
Prices quoted are for acceptance within 60 days and, unless otherwise specified, are subject to change or withdrawal without notice after that date. Prices quoted are subject to adjustment to manufacturer's published list prices in effect at date of shipment unless specifically waived by quotation. Acceptance by mail shall be effective as an acceptance only when actually received by the Seller.
3. **Change Orders.**
Any change to the scope of work set forth in the contract must be agreed to by both parties in writing. The cost for change orders is additional to the contract price.
4. **Related Work.**
Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this contract unless specified. Anchors, foundations and Cathodic protection are not included in this contract unless specified. If concrete slab is placed and finished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 7 days. Tank hold-downs and anchors may be required if ground water or a flood plain exists and will require additional expense. SPCC plans if required are the responsibility of the owner. Registration of Tanks is the responsibility of the owner.
5. **Delivery.**
Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, and other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result therefrom. The Seller will endeavor to maintain schedules, but can not guarantee to do so. Time for delivery shall not be of the essence of this contract. The Seller is not liable for any loss or damages resulting from delay, howsoever caused or occasioned. Delivery, unless otherwise specified, does not include unloading. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense. The F.O.B. point will determine the responsibility for filling out necessary claim forms for carrier damaged equipment. Claims will be handled according to the I.C.C./D.O.T. common carrier agreements and are not necessarily handled by Seller.
6. **Delays.**
Any delay in the progress of the work not caused by Seller or its subcontractors will result in an additional charge to the Buyer.
7. **Terms.**
Payment terms are Net 15 days from the date of Seller's invoice. A deposit may be required on all installation contracts. The Seller may require progress payments covering the cost of materials and the cost of labor. The cost of labor will be predicated upon the percentage of completion of the contract. The Buyer will be sent an invoice for the value of materials stored and/or for the value of work completed. The Buyer shall pay for the same within 15 days.
8. **Interest and Attorneys' Fees.**
The Buyer agrees to pay interest at the rate of 1.5% per month on all sums owed to Seller. The Buyer agrees to pay the Seller's reasonable attorneys' fees and court costs incurred in collecting any sums due from Buyer and/or in enforcing any of the terms of this agreement.
9. **Installation - Warranty.**
It is understood that the buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be responsible for delays caused by the Buyer's failure to provide such access. The Seller shall perform all the work for the installation of the equipment and materials covered by this contract in a good and workmanlike manner in accordance with Seller's normal procedures, and Seller warrants that its installation will be free from defects for a period of one (1) year from the date of substantial completion of the installation. Buyer's remedy shall be limited to the repair and/or replacement of the defective workmanship. Seller's liability for installation is governed by the terms of this express warranty and shall not include any claim based on strict liability, negligence, breach of warranty or any other theory of liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.** It is understood that the Buyer has submitted no specifications regarding the manner of the performance of this contract, unless otherwise specified in this contract.
10. **Equipment - Warranty.**
SELLER MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE EQUIPMENT AND MATERIALS SOLD UNDER THIS CONTRACT AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by the terms of any agreements with the manufacturer, Seller hereby assigns to Buyer all manufacturer warranties express or implied, issued on or applicable to the equipment and materials sold under this contract.
11. **Limitation Period.**
No action, lawsuit, claim or proceeding, regardless of the theory, nature or form, in anyway arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the cause of action has accrued.
12. **Excavating.**
Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, shale, water, running sand, concrete structures, poles, utilities, manholes, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the contract the Seller shall not be held responsible. In case of winter work, frost removal is not included unless specified in this contract. Should any non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and complete the excavation, such extra work shall be at the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer. This expense shall in no case exceed the existing rate scale for labor and materials had the quotation been based on labor and materials. If it becomes necessary for Seller to abandon the site of excavation, any expense incurred for work performed shall be borne by Buyer.
13. **Floating Tanks.**
The Buyer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for contamination or loss of product used for ballast. In the event the tank is not filled as requested, the Buyer accepts responsibility for damage that may occur from tanks floating because of underground water or run off water resulting from weather, and accepts the expense for equipment, labor and materials to reinstall tank.
14. **Special Fees.**
Unless otherwise stated, no provision is made on this contract for special fees, permits licenses, etc. If Seller is requested to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures of permanent changes in existing facilities shall be secured and paid for by the Buyer.
15. **Indemnity Clause.**
The Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for: (a) bodily injury and/or property damage arising out of the work undertaken by Seller, its employees, agents and/or subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workmen's Compensation insurance, and (b) alleged or actual infringement of any letters patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions, or technical information or data furnished to the Seller by the Buyer.
16. **Title and Risk of Loss.**
Full risk of loss including transportation delays and losses shall pass to Buyer upon delivery of equipment and/or materials to the F.O.B. point. Title to and the right to possess each item of equipment are and shall remain vested in Seller until the buyer pays the entire purchase price. In the event the Buyer does not promptly pay any monies due to Seller, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory (as the Seller may reasonably determine), or in the event the Buyer fails to perform any condition or obligation of this contract, then the Seller may, at its election, demand immediate payment in cash before making delivery, or suspend delivery until receiving adequate assurance that it will be paid. In each event without notice and without any liability whatsoever to the Buyer. The Buyer shall maintain term fire, theft and other casualty insurance including vandalism during the installation in amounts necessary to cover any losses resulting to the Seller for any losses or damage at the job site to Seller's construction equipment or the equipment to be installed pursuant to this contract, except for such loss or damage which is caused by the Seller's employees or agents. It is specifically understood that the Buyer shall be responsible for any such loss or damage which is not caused by the Seller, its employees or agents.
17. **Taxes.**
No Federal, State or local taxes are included in this contract unless specifically so stated, and will be extra if applicable.
18. **Governing Law/Jurisdiction.**
This contract and the dealings between the Buyer and Seller are to be governed by the law of the State of Colorado. Exclusive jurisdiction and venue for any action to enforce or interpret any of the terms of this contract, or to litigate any claim arising from the dealings of the Buyer and Seller, shall be the state district court for the City and County of Denver, State of Colorado.
19. **Waiver of Jury Trial.**
To the maximum extent permitted by law, Buyer and Seller hereby mutually waive any and all rights that they may have to trial by jury, and agree that any dispute shall be tried to a judge.
20. **Errors.**
Stenographic, clerical, typographical and mathematical errors made by Seller on quotations, acknowledgements or invoices are subject to correction.
21. **Pollution Clause.**
This contract does not include the cost of removal, hauling or disposal of polluted or contaminated soil or materials unless specifically stated in the contract.

COLORADO BID BOND

BOND NO. N/A - Bid Bond
AMOUNT OF BOND: \$ N/A - Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that Kubat Equipment & Service Co., hereinafter called the PRINCIPAL, and Merchants Bonding Company (Mutual), a corporation duly organized under the laws of the State of Iowa, having its principal place of business at P.O. Box 14498, Des Moines in the State of Iowa, 50306-3498, and authorized to do business in the State of Colorado, as SURETY, are held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid -- DOLLARS (\$ --5%--), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project) Town of Frisco, Frisco Marina, Lake Dillon Reservoir

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms prescribed in the Contract Documents, and deliver the certificates of insurance required by the Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this 15th day of March, 2021.

PRINCIPAL Kubat Equipment & Service Co.

By:

SURETY Merchants Bonding Company (Mutual)

By:

Attorney-In-Fact Elizabeth Ostblom

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brad Moody; Elizabeth Ostblom; Evan E Moody; Jody L Anderson; Karen A Feggstad

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

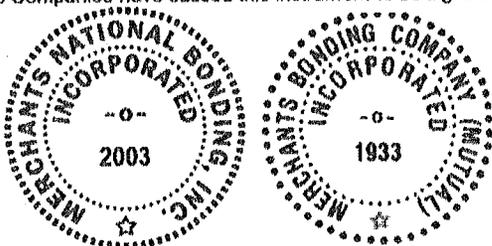
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

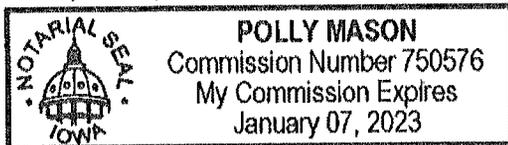


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

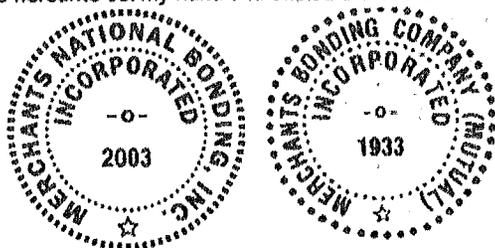


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of March, 2021



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2020

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

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

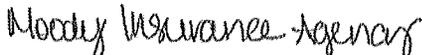
PRODUCER Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	CONTACT NAME: Brandie Zuckerman, CIC PHONE (A/C, No, Ext): (303) 824-6600 E-MAIL ADDRESS: brandie.zuckerman@moodyins.com	FAX (A/C, No): (303) 370-0118
	INSURER(S) AFFORDING COVERAGE	
INSURED Kubat Equipment & Service Company, Inc. (KESCO) KESCO Enterprises, LLC 1070 S Galapago St Denver CO 80223-2804	INSURER A: Homeland Ins Co of NY	NAIC # 34452
	INSURER B: Selective Insurance Co of America	12572
	INSURER C: Pinnacle Assurance	41190
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7930040310005	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			S232448200	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI- \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			7930040320005	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4119184	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability Professional Liability			7930040310005	12/01/2020	12/01/2021	Pollution Limit 1,000,000 Professional Limit 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Town of Frisco Frisco Bay Marina 102 School Rd PO Box 4100 Frisco CO 80443	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

AGENCY CUSTOMER ID: 00003656

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody Insurance Agency, Inc.		NAMED INSURED Kubat Equipment & Service Company, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:
 OBENV GE 301 0211 Form Attached Includes:
 Blanket Additional Insured for ongoing operations status applies only to the extent provided in form OBENV GE 301 0211 when required by written contract.

OBENV GE 304 0211 Form Attached Includes:
 Blanket Additional Insured for Completed Operations status applies only to the extent provided in form OBENV GE 304 0211 when required by written contract.

OBENV GE 320 0411 Form Attached Includes:
 Blanket Waiver of Subrogation applies only to the extent provided in form OBENV GE 320 0411 when required by written contract.

OBENV GE 319 0211 Form Attached Includes:
 Primary and Non-Contributory status only to the extent provided in form OBENV GE 319 0211 when required by written contract.

OBENV GL 324 0713 Form Attached Includes:
 Designated Project General Aggregate applies only to the extent provided in form OBENV GL 324 0713 when required by written contract.

Auto Liability:
 CA7816 1117 Form Attached Includes:
 Blanket Additional Insured status applies only to the extent provided in form CA7816 1117 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CA7816 1117 when required by written contract.

Blanket Primary and Noncontributory applies only to the extent provided in form CA7816 1117 when required by written contract.

Excess Liability:
 Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Pollution Liability, Professional Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract.

OBENVXS 300 0411 Form Attached Includes:
 Blanket Waiver of Subrogation applies only to the extent provided in form OBENVXS 300 0411 when required by written contract.

OBENVXS 301 0411 Form Attached Includes:
 Primary and Non-Contributory status only to the extent provided in form OBENVXS 201 0411 when required by written contract.

Worker's Compensation:
 359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

Leased / Rented Coverage - 50,000
 Selective Insurance Company – Policy Number S232448200
 Effective 12/01/2020 - 12/01/2021

Installation Floater - Limit at Single Location: \$300,000
 Selective Insurance Company – Policy Number S232448200
 Effective 12/01/2020 - 12/01/2021

IMPORTANT:
 The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequest@moodyins.com.

Exhibit D

Construction Agreement

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 13th day of April, 2021, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Kubat Equipment and Service Company, a Colorado Corporation ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A". The Project is generally described as follows:

Design-Build Services for the Frisco Bay Marina Fuel System

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished ~~58~~⁵⁸⁵ days of the date of the Notice to Proceed, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed **seven hundred and forty-two thousand nine hundred and five DOLLARS and eighty-eight cents (\$742,905.88)** (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

5. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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6. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Addison Canino
Project Manager
P.O. Box 4100
Frisco, CO 80443

Contractor: KUBAT Equipment & Service Co.
1070 S. GALAPAGO ST.
DENVER, CO 80223
ATTN: RUSSELL HADDOCK

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

11. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

13. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda ___ through ___.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the "Scope of Work" provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a

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Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

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- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

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B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

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3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02. DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

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PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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 Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property

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damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

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C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under

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the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty-five percent (125%) or decreased below seventy-five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by

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the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

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8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

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

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager:
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to

Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20 __, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

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

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

9. Any notice to the parties required under this Bond shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager:
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

By: _____

Title: _____

PRINCIPAL

By: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Date: April 13, 2021

Addison Canino
Asst. Public Works Director/Project Manager
Town of Frisco Public Works

Re: Design Build Services for the Frisco Bay Marina Fuel System

Dear Mr. Haddock:

Thank you for submitting a bid for the Town of Frisco's Design Build Services for the Frisco Bay Marina Fuel System.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the contract amount of \$742,905.88 for the above mentioned project.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return one copy to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the fully executed copy of the Construction Agreement, as well as all bonding and insurance documents the Town will send you a Notice to Proceed.

Should you have any questions, please call me at 970-331-6632.

Sincerely,

Addison Canino
Asst. Public Works Director/Project Manager

NOTICE TO PROCEED

Date: XX, XX, 2021

Addison Canino
Asst. Public Works Director/Project Manager
Town of Frisco Public Works

Re: Design Build Services for the Frisco Bay Marina Fuel System

Dear Mr. Haddock:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning Design Build Services for the Frisco Bay Marina Fuel System.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within XX days from the date of this letter.

Should you have any questions, please call me at 970-331-6632.

Sincerely,

Addison Canino
Asst. Public Works Director/Project Manager
Town of Frisco Public Works

COLORADO BID BOND

BOND NO.
AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that _____,
hereinafter called the PRINCIPAL, and _____, a corporation
duly organized under the laws of the State of _____, having its principal place
of business at _____ in the State of _____,
and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
_____ DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms prescribed in the Contract Documents, and deliver the certificates of insurance required by the Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this ____ day of _____, 20____.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact