

BID PROPOSAL

Proposal of Siete, Inc. (hereinafter
Name

called "Bidder") organized and existing under the laws of the State of Colorado, doing business
as a/an Corporation (Corporation, partnership or individual)

To: The Fremont County Board of Commissioners (hereinafter called "County").

The undersigned, in compliance with the Advertisement for Bids for the "**GRANDVIEW AVENUE BRIDGE REPLACEMENT PROJECT**", have examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The undersigned hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed of the County and to fully complete the project within the Contract Time of 180 calendar days as stipulated in the Notice to Proceed.

The undersigned acknowledges receipt of the following addenda:

Addenda No.1, Addenda No.2, and Addenda No.3

The undersigned understands that the County reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The undersigned agrees to furnish all labor, materials, equipment, superintendence and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and for the Lump Sum price shown on the attached Bid Schedule. Bidder does not consider that any further examinations, investigations, explorations, tests or studies are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Contract Documents.

The undersigned, if awarded the contract for the "**GRANDVIEW AVENUE BRIDGE REPLACEMENT PROJECT**", AGREES TO EXECUTE AND FILE A COMPLETED Agreement within fifteen (15) days of the Notice of Award and further agrees to complete the work within the Contract Time as stated in these specifications and in the Notice to Proceed.

BIDDER agrees to perform all the work described in the Contract Documents for the listed price for each type of work.

No materials, additional design, or labor will be furnished by Fremont County. Contractor shall provide all materials; delivery; storage protection; additional design; site survey; site preparation; moisture testing; demolition, excavation, and construction; installation; roadway surfacing, striping, and signing; seeding and final slope stabilization; stormwater and erosion control measures; traffic control; detour installation; required bonds; insurance; mobilization; incidentals; permits; site cleanup; and project closeout requirements.

Bidder is responsible for field verification of all dimensions and site conditions prior to submitting any bid.

The work shall generally consist of providing, constructing, and installing the following, complete in place, including all appurtenances and incidentals necessary for fully functional facilities serving their intended purposes as stated in the specifications and design drawings: Site Survey; Detour Installation; Erosion Control Installation; Bridge Demolition and Excavation; Pile Driving and Substructure Installation; Superstructure Construction and Water Line and Manhole Installation; Roadway Earthwork and Grading; Channel Rip Rap Installation; Roadway Surfacing, Striping, Signing; Bridge rail and Guardrail Installation; Seeding and Final Slope Stabilization; Site Cleanup. Upon completion, Contractor must remove all debris and clean the site and any storage areas used to the condition prior to initiating work or storage. All removed and excess materials shall be disposed of by the Contractor at approved disposal sites.

NOTE: The following are items of work to be completed by Fremont County:
Materials Quality, Acceptance, Testing Construction, Inspection

GRANDVIEW AVENUE BRIDGE REPLACEMENT PROJECT


Bidder agrees to perform all Work described in the Contract Documents for the unit prices as shown in the Bid Schedule. Payment will be based on the Lump Sum price or the actual quantities furnished, installed or constructed.

Submitted By, Siete, Inc.
(Name of Firm)

PO Box 202, Rye, CO 81069
(Business Address)

bids@sieteinc.net
(e-mail)

719-307-3700
(Phone)

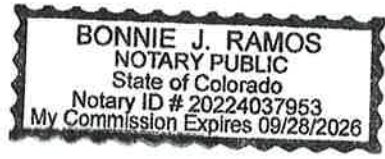

By: Signature
Baxter W. Kirkland
(Printed Name)

President
Title

3/4/2024
Date

ATTEST:

 (Notary Seal)



CONTRACTOR COST DATA						
REF NO.	ITEM NO.	CONTRACT ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL COST
1	201-00000	Clearing and Grubbing	L S	1	\$80,000.00	\$80,000.00
2	202-00000	Removal of Structures and Obstructions	LS	1	\$75,000.00	\$75,000.00
3	202-00009	Tree Trimming	LS	1	\$1,000.00	\$1,000.00
4	202-00010	Removal of Tree	EACH	9	\$500.00	\$4,500.00
5	202-00035	Removal of Pipe	LF	193	\$75.00	\$14,475.00
6	202-00036	Removal of Pipe (AC)	LF	13	\$1,000.00	\$13,000.00
7	202-00037	Certified Asbestos Buiding Inspector	DAY	2	\$1,400.00	\$2,800.00
8	202-00220	Removal of Asphalt Mat	SY	1521	\$10.00	\$15,210.00
9	202-00400	Removal of Bridge	EACH	1	\$100,000.00	\$100,000.00
10	202-00810	Removal of Ground Sign	EACH	2	\$75.00	\$150.00
11	202-01000	Removal of Fence	LF	445	\$5.00	\$2,225.00
12	202-01130	Removal of Guardrail Type 3	LF	149	\$20.00	\$2,980.00
13	202-04002	Clean Culvert	EACH	2	\$1,000.00	\$2,000.00
14	202-04000	Plug Structure (AC)	EACH	2	\$1,000.00	\$2,000.00
15	203-00000	Unclassified Excavation	CY	987	\$21.00	\$20,727.00
16	203-00060	Embankment Material (Complete In Place)	CY	1156	\$21.00	\$24,276.00
17	203-01500	Blading	HOUR	20	\$100.00	\$2,000.00
18	203-01594	Combination Loader	HOUR	20	\$100.00	\$2,000.00
19	203-01597	Potholing	HOUR	12	\$400.00	\$4,800.00
20	206-00000	Structure Excavation	CY	707	\$50.00	\$35,350.00
21	206-00100	Structure Backfill (Class 1)	CY	447	\$100.00	\$44,700.00
22	206-00200	Structure Backfill (Class 2)	CY	366	\$50.00	\$18,300.00
23	206-00360	Mechanical Reinforcement of Soil	CY	447	\$10.00	\$4,470.00
24	206-00510	Filter Material (Class A)	CY	2.0	\$100.00	\$200.00
25	206-00520	Filter Material (Class B)	CY	28	\$150.00	\$4,200.00
26	207-00700	Topsoil (Onsite)	CY	123	\$30.00	\$3,690.00
27	207-00703	Topsoil (Wetland)	CY	7	\$100.00	\$700.00
28	207-00704	Subgrade Soil Preparation	SY	737	\$3.00	\$2,211.00
29	208-00020	Silt Fence	LF	1075	\$7.00	\$7,525.00
30	208-00023	Erosion Log (Type 3)(12 Inch)	LF	275	\$7.00	\$1,925.00
31	208-00035	Aggregate Bag	LF	40	\$9.00	\$360.00
32	208-00046	Pre-fabricated Concrete Washout Structure	EACH	1	\$5,000.00	\$5,000.00
33	208-00070	Vehicle Tracking Pad	EACH	2	\$3,500.00	\$7,000.00
34	208-00103	Removal and Disposal of Sediment (Labor)	HOUR	8	\$44.00	\$352.00

35	208-00105	Removal and Disposal of Sediment (Equipment)	HOUR	8	\$100.00	\$800.00
36	208-00106	Sweeping (Sediment Removal)	HOUR	8	\$100.00	\$800.00
37	208-00207	Erosion Control Management	DAY	25	\$500.00	\$12,500.00
38	208-00301	Temporary Diversion	LF	120	\$300.00	\$36,000.00
39	210-00810	Reset Ground Sign	EACH	2	\$350.00	\$700.00
40	210-01000	Reset Fence	LF	60	\$40.00	\$2,400.00
41	211-03005	Dewatering	LS	1	\$50,000.00	\$50,000.00
42	212-00700	Organic Fertilizer	POUNDS	84	\$1.50	\$126.00
43	212-00701	Compost (Mechanically Applied)	CY	18	\$150.00	\$2,700.00
44	212-00703	Humate	POUNDS	56	\$1.00	\$56.00
45	212-00706	Seeding (Native) Drill	ACRE	0.28	\$2,150.00	\$602.00
46	213-00004	Mulching (Weed Free Straw)	ACRE	0.23	\$11,000.00	\$2,530.00
47	213-00061	Mulch Tackifier	LB	49	\$18.00	\$882.00
48	216-00201	Soil Retention Blanket (Straw-Coconut) (Biodegradable Class 1)	SY	221	\$5.00	\$1,105.00
49	217-00020	Herbicide Treatment	HOUR	6	\$400.00	\$2,400.00
50	240-00000	Wildlife Biologist	HOUR	16	\$160.00	\$2,560.00
51	240-00010	Removal of Nests	HOUR	20	\$195.00	\$3,900.00
52	240-00020	Netting	SY	350	\$2.00	\$700.00
53	304-06000	Aggregate Base Course (Class 6)	TON	584	\$36.00	\$21,024.00
54	403-34751	Hot Mix Asphalt (Grading SX) (75) (PG 64-28)	TON	564	\$138.00	\$77,832.00
55	420-00000	Geotextile (Erosion Control) (Class 1)	SY	2050	\$3.00	\$6,150.00
56	502-00460	Pile Tip	EACH	28	\$300.00	\$8,400.00
57	502-02010	Dynamic Load Testing	EACH	3	\$4,000.00	\$12,000.00
58	502-11253	Steel Piling (HP 12x53)	LF	587	\$100.00	\$58,700.00
59	502-11274	Steel Piling (HP 12x74)	LF	742	\$123.00	\$91,266.00
60	506-00030	Grouted Rip Rap	CY	90	\$220.00	\$19,800.00
61	506-00612	Matrix Riprap (12 Inch)	CY	636	\$205.00	\$130,380.00
62	509-00001	Structural Steel (Galvanized)	LB	900	\$10.00	\$9,000.00
63	515-00120	Waterproofing (Membrane)	SY	509	\$30.00	\$15,270.00
64	601-03040	Concrete Class D (Bridge)	CY	366	\$1,300.00	\$475,800.00
65	601-40300	Structural Concrete Coating	SY	560	\$28.00	\$15,680.00
66	602-00020	Reinforcing Steel (Epoxy Coated)	LB	65290	\$1.30	\$84,877.00
67	603-82012	12 Inch Ductile Iron Pipe	LF	275	\$185.00	\$50,875.00
68	603-82013	12 Inch Ductile Iron Pipe (on bridge)	LF	136	\$200.00	\$27,200.00
69	606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF	47	\$85.00	\$3,995.00
70	606-01370	Transition Type 3G	EACH	3	\$12,500.00	\$37,500.00
71	606-01400	Transition Type BR10M-GR3	EACH	4	\$6,500.00	\$26,000.00

72	606-02003	End Anchorage (Nonflared)	EACH	3	\$6,400.00	\$19,200.00
73	606-11035	Bridge Rail Type 10 MASH	LF	262	\$410.00	\$107,420.00
74	607-01050	Fence Wire With Metal Posts	LF	235	\$10.00	\$2,350.00
75	607-11525	Fence (Plastic)	LF	1450	\$4.00	\$5,800.00
76	612-00001	Delineator (Type I)	EACH	6	\$25.00	\$150.00
77	612-00003	Delineator (Type III)	EACH	2	\$30.00	\$60.00
78	613-00200	2 Inch Electrical Conduit	LF	262	\$25.00	\$6,550.00
79	615-00050	Embankment Protector Type 5	EACH	2	\$3,500.00	\$7,000.00
80	618-01992	Prestressed Concrete Box (Depth Less Than 32 Inches)	SF	2110	\$171.00	\$360,810.00
81	619-00007	Connect To Existing Waterline	EACH	1	\$12,000.00	\$12,000.00
82	619-00009	Connect to Existing Waterline w/dielectric coupling	EACH	1	\$18,000.00	\$18,000.00
83	619-76120	12" AVK Gate Valve	EACH	2	\$5,000.00	\$10,000.00
84	619-76951	12" x 6" Swivel Tee w/ Thrust Block	EACH	1	\$4,100.00	\$4,100.00
85	619-76952	HD Coupling	EACH	1	\$3,800.00	\$3,800.00
86	619-76953	12" 45o Bend w/ Thrust Block	EACH	6	\$700.00	\$4,200.00
87	619-76954	12" x 4" Reducer	EACH	1	\$4,000.00	\$4,000.00
88	619-76955	12" Shear Coupling	EACH	2	\$3,000.00	\$6,000.00
89	619-76956	1" Service tap	EACH	1	\$3,500.00	\$3,500.00
90	619-76957	2" Brass Pipe	LF	14	\$350.00	\$4,900.00
91	619-76958	Air and Vacuum Valve and Vault	EACH	1	\$17,000.00	\$17,000.00
92	619-76959	4" Foam Board	LF	46	\$250.00	\$11,500.00
93	619-78048	6" Fire Hydrant Assembly (Pipe, valve, hyd)	EACH	1	\$12,000.00	\$12,000.00
94	620-00001	Field Office (Class 1)	EACH	1	\$25,000.00	\$25,000.00
95	620-00020	Sanitary Facility	EACH	1	\$3,000.00	\$3,000.00
96	622-00270	Bollard	EACH	2	\$3,000.00	\$6,000.00
97	625-00000	Construction Surveying	L S	1	\$25,000.00	\$25,000.00
98	626-00000	Mobilization	L S	1	\$310,000.00	\$310,000.00
99	627-00004	Epoxy Pavement Marking	SF	788	\$6.00	\$4,728.00
100	630-00000	Flagging	HOUR	50	\$45.00	\$2,250.00
101	630-00007	Traffic Control Inspection	DAY	175	\$240.00	\$42,000.00
102	630-00008	Traffic Control (Special)	L S	1	\$15,000.00	\$15,000.00
103	630-00012	Traffic Control Management	DAY	5	\$850.00	\$4,250.00
104	700-70010	F/A Minor Contract Revisions	F A	1	\$242,300.00	\$242,300.00
105	700-70023	F/A On-The-Job Trainee	FA	1	\$3,200.00	\$3,200.00
106	700-70380	F/A Erosion Control	F A	1	\$5,000.00	\$5,000.00
107	700-70589	F/A Environmental Health & Safety Management	F A	1	\$10,000.00	\$10,000.00

TOTAL CONSTRUCTION BID : \$3,115,704.00

Contractor's Name

Siete, Inc.

(Please Print)

Date: 3/5/2024

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that Siete, Inc., a CO Corporation as Principal, and Travelers Casualty and Surety Company of America, a CT Corporation as Surety, are hereby held and firmly bound unto Fremont County, Colorado (hereinafter called the "County") in the penal sum of Dollars (\$ 5%), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly to these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated February 29, 2024 for the **GRANDVIEW AVENUE BRIDGE REPLACEMENT PROJECT** as set out in the accompanying Bid.

WHEREAS, the County has required as a condition for receiving said Bid that the principal deposit with the County either a certified check equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned such that in the event of failure to execute the proposed Contract for such construction if the Contract is to be awarded to him, that said sum be paid immediately to the County as liquidated damages and not as a penalty for the principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore:

- A. On the attached prescribed forms presented to him for signature, enter into a written Contract with the County in accordance with his Bid as accepted, and give a Performance Bond with good and sufficient sureties, as may be required upon the forms prescribed by the County for the faithful performance and the proper fulfillment of said Contract, or
- B. Withdraw said Bid within the time specified, or
- C. Pay to the County the sum determined upon herein 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.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this day 28th of February, 2024 the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing board.

Principal Siete, Inc.
Address PO Box 202, Rye, CO 81069

ATTEST: Brianna D. Kirkland, Vice President
By: *Brianna D Kirkland*

By: *Baxter W. Kirkland* Baxter W. Kirkland, President

Surety Travelers Casualty and Surety Company of America
Address One Tower Square, Hartford, CT 06183

ATTEST: *Sarah Brown* Sarah Brown, Surety Witness
By: *Jessica Jean Rini* Jessica Jean Rini, Attorney-in-Fact



Bid Bond Instructions

The full firm name and residence of each individual party to the bond must be inserted in the first paragraph.

If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are partners composing the partnership (to be named), and all partners must execute the bond as individuals.

The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond must be executed under the corporate seal of said party attested by its secretary or other authorized officer.

Power of Attorney must accompany this bond when signed by other than an officer of either the principal or surety.

A standard printed bond form may be used in lieu of the foregoing form provided that the security stipulations protecting the County are not in any way reduced by use of such standard printed bond form.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jessica Jean Rini** of **GREENWOOD VILLAGE, Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **28th** day of **February**, 20**24**



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Siete, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 202

6 City, state, and ZIP code
Rye, CO 81069

7 List account number(s) here (optional)

Requester's name and address (optional)

See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-						
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or

Employer identification number

8	5	-	2	8	6	1	9	4	1
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Brian D Kivulud Date ▶ 3/4/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT**

PROJECT NO BRO C140-013


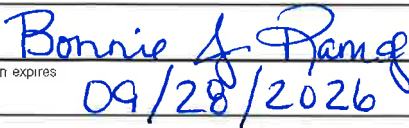
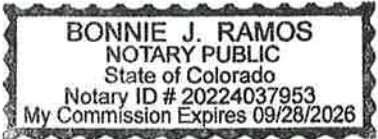
LOCATION
Fremont County

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services to any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name <p style="font-size: 1.2em;">Siete, Inc.</p>	By  Title <p style="font-size: 1.2em;">President</p>	Date <p style="font-size: 1.2em;">3/4/2024</p>
2nd contractor's firm or company name (If joint venture)	By Title	Date
Sworn to before me this 4 day of, March 20 24		
Notary Public 		
My commission expires <p style="font-size: 1.5em;">09/28/2026</p>	<p>NOTE: This document must be signed in ink.</p>	

CDOT Form #606 1/02

COLORADO DEPARTMENT OF TRANSPORTATION

BIDDERS LIST

Project Name/Description Grandview Ave Bridge Replacement	Project Number BRO C140-013	Project Code/ SubAccount 22974	Proposal Date 3/5/2024
Contractor Siete, Inc.			Region 2

Subcontractors/Suppliers/Vendors: The bidder must list all firms seeking to participate on the contract. This information is used by the Colorado Department of Transportation (CDOT) to determine overall goals for the Disadvantaged Business Enterprise Program. Failure to submit this form may result in the proposal being rejected.

Firm Name	Email	Work Proposed (Select all that apply)	DBE (Y/N)	Selected (Y/N)
Lobato Construction	tsaele@lobatoconstruction.com	11, 14	Y	Y
Al Barricade	matt@albarricadeandesign.com	2	N	N
Adarand Constructors	Cynthia@adarand.com	7	N	N
Pavement Maintenance Services, Inc.	chuck@pmspaving.com	15	N	N
Hydroturf	Estimating@hydroturfinc.com	13	Y	N

I certify that the information provided herein is true and correct to the best of my knowledge.

Name Baxter W. Kirkland	Signature/Initials 	Title President	Date 3/4/24
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- Work Proposed Categories:**
- | | | |
|--|--|--|
| 1. Materials and Supplies | 11. Structural Steel and Steel Reinforcement | 21. Clearing, Demolition, Excavation and Earthwork |
| 2. Flagging and Traffic Control | 12. Riprap and Anchored Retaining Walls | 22. Engineering and Surveying Services |
| 3. Trucking and Hauling | 13. Landscape and Erosion Control | 23. Public Relations and Involvement |
| 4. Precast Concrete, Foundations, and Footings | 14. Bridge and Bridge Deck Construction | 24. Piles and Deep Foundations |
| 5. Concrete Paving, Flatwork and Repair | 15. Asphalt Paving | 25. Waste Management and Recycling |
| 6. Lighting and Electrical | 16. Road and Parking Lot Marking | 26. Site Clean Up |
| 7. Signs, Signal Installation, and Guardrail | 17. Chip Seal, Crack Seal, Joint Seal and Crack Fill | 27. Mechanical and HVAC |
| 8. Fencing | 18. Bridge Painting and Coating | 28. Tunnel Construction |
| 9. Buildings and Vertical Structures | 19. Stairway and Ornamental Metal | 29. Profiling and Grnding |
| 10. Utility, Water and Sewer Lines | 20. Parking Lots and Commercial Sidewalks | 30. Environmental Health and Safety |

This form must be submitted by the proposal deadline. For CDOT projects, submit to cdot_hq_dbefirms@state.co.us.

