



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Butterfield Park Renovation)**

THIS CONSTRUCTION CONTRACT (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **AMERICAN CIVIL CONSTRUCTORS, LLC**, a Colorado limited liability company, 4901 S. Windermere St., Littleton, Colorado 80120 (“Contractor”).

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. The following Addenda, if any:
 - Addenda #1 Issued: 01.28.22 Pages: 44
 - Addenda #2 Issued: 02.18.22 Pages: 23
 - Addenda #3 Issued: 02.23.22 Pages: 1
 - Addenda #4 Issued: 03.04.22 Pages: 14
6. Special Conditions of the Contract: Communication between the Park Planning & Construction Manager as well as the adjacent pool house is critical. Maintaining clear access to parking for citizens as well as keeping a clear path for deliveries (pool chemicals) and strong relationships with neighbors is of utmost importance. The pool will remain open during the summer as will the athletic field to the north. Additionally, the parking and trails through the park shall remain open for the Tri the Rock event on September 11, 2022.
7. The following Specifications:
 - 2022-01-14 – Butterfield Crossing Park – Project Manual – VOL 1
 - 2022-01-14 – Butterfield Crossing Park – Project Manual – VOL 2

8. The following Drawings/Reports:

- TESC Drawings
- TESC Standard Notes and Details
- Construction Documents

CE1.0	OVERALL EROSION CONTROL PLAN
CE1.1	INITIAL EROSION CONTROL PLAN NORTH
CE1.2	INITIAL EROSION CONTROL PLAN SOUTH
CE1.3	INTERIM EROSION CONTROL PLAN NORTH
CE1.4	INTERIM EROSION CONTROL PLAN SOUTH
CE1.5	FINAL EROSION CONTROL PLAN NORTH
CE1.6	FINAL EROSION CONTROL PLAN SOUTH
CE1.7	EROSION CONTROL PLAN ALTERNATE
CE1.8	SWMP AND NOTES
1 of 4	TESC PLAN STANDARD NOTES AND DETAILS
2 of 4	TESC PLAN STANDARD NOTES AND DETAILS
3 of 4	TESC PLAN STANDARD NOTES AND DETAILS
4 of 4	TESC PLAN STANDARD NOTES AND DETAILS
I0.0	COVER
G1.0	OVERALL SURVEY
G1.1	NORTH SURVEY
G1.2	MIDDLE SURVEY
G1.3	SOUTH SURVEY
C0.1	GENERAL LEGEND, NOTES & ABBREVIATIONS
C0.2	TOWN OF CASTLE ROCK STANDARD NOTES
C0.3	OVERALL DEMOLITION PLAN
C0.4	DETAILED DEMOLITION PLAN
C0.5	DETAILED DEMOLITION PLAN
C0.6	DETAILED DEMOLITION PLAN
C0.7	DETAILED DEMOLITION PLAN
C0.8	DETAILED DEMOLITION PLAN
C0.9	DETAILED DEMOLITION PLAN
C0.10	DETAILED DEMOLITION PLAN
C1.0	OVERALL GRADING & DRAINAGE PLAN
C1.1	DETAILED GRADING & DRAINAGE PLAN
C1.2	DETAILED GRADING & DRAINAGE PLAN
C1.3	DETAILED GRADING & DRAINAGE PLAN
C1.4	DETAILED GRADING & DRAINAGE PLAN
C1.5	DETAILED GRADING & DRAINAGE PLAN
C1.6	DETAILED GRADING & DRAINAGE PLAN
C1.7	DETAILED GRADING & DRAINAGE PLAN
C1.8	DETAILED GRADING & DRAINAGE PLAN
CD1.1	GRADING AND DRAINAGE DETAILS
CD1.2	GRADING AND DRAINAGE DETAILS
C3.0	OVERALL HORIZONTAL CONTROL PLAN
C3.1	DETAILED HORIZONTAL CONTROL PLAN
C3.2	DETAILED HORIZONTAL CONTROL PLAN
C3.3	DETAILED HORIZONTAL CONTROL PLAN
C3.4	DETAILED HORIZONTAL CONTROL PLAN
C3.5	DETAILED HORIZONTAL CONTROL PLAN
C3.6	DETAILED HORIZONTAL CONTROL PLAN
C3.7	DETAILED HORIZONTAL CONTROL PLAN
C3.8	DETAILED HORIZONTAL CONTROL PLAN
CD3.0	SITE DETAILS
CD3.1	SITE DETAILS

L0.1	LANDSCAPE NOTES
L1.0	OVERALL SITE PLAN
L1.1	SITE PLAN
L1.2	SITE PLAN
L1.3	SITE PLAN
L2.0	SITE PLAN ENLARGEMENT
L2.1	SITE PLAN ENLARGEMENT
L2.2	SITE PLAN ENLARGEMENT
L2.3	SITE PLAN ENLARGEMENT
L2.4	SITE PLAN ENLARGEMENT
L2.5	SITE PLAN ENLARGEMENT
L2.6	SITE PLAN ENLARGEMENT
L2.7	SITE PLAN ENLARGEMENT
L2.8	DETAILED LANDSCAPE GRADING
L3.0	PLANTING SCHEDULE
L3.1	OVERALL LANDSCAPE PLAN
L3.2	LANDSCAPE PLAN
L3.3	LANDSCAPE PLAN
L3.4	LANDSCAPE PLAN
L4.0	TREE PLANTING - NORTH
L4.1	TREE PLANTING - SOUTH
L4.2	LANDSCAPE ENLARGEMENT
L4.3	LANDSCAPE ENLARGEMENT
L4.4	LANDSCAPE ENLARGEMENT
L4.5	LANDSCAPE ENLARGEMENT
L4.6	LANDSCAPE ENLARGEMENT
L5.0	SITE DETAILS
L5.1	SITE DETAILS
L5.2	SITE DETAILS
L5.3	SITE DETAILS
L5.4	NATURE PLAY DETAILS
L5.5	NATURE PLAY DETAILS
L5.6	MONUMENT SIGN DETAILS
L5.7	SIGNAGE AND SITE ACCENT DETAILS
L5.8	SENSORY WALL DETAILS
L5.9	BAREFOOT WALK DETAILS
L5.10	ENTRY PLAZA DETAILS
L5.11	PLANTING DETAILS
L5.12	SHELTER DETAILS
L5.13	SHELTER DETAILS
L5.14	SHELTER DETAILS
L5.15	GATEWAY DETAILS
L5.16	SITE FURNISHING DETAILS
L5.17	EQUIPMENT DETAILS
L5.18	EQUIPMENT DETAILS
L5.19	EQUIPMENT DETAILS
L5.20	EQUIPMENT DETAILS
L5.21	EQUIPMENT DETAILS
L11.0	IRRIGATION NOTES AND SCHEDULE
L11.1	OVERALL IRRIGATION PLAN
L11.2	IRRIGATION PLAN
L11.3	IRRIGATION PLAN
L11.4	IRRIGATION ENLARGEMENT
L11.5	IRRIGATION ENLARGEMENT
L11.6	IRRIGATION ENLARGEMENT
L11.7	IRRIGATION ENLARGEMENT
L11.8	IRRIGATION ENLARGEMENTS
L12.0	IRRIGATION DETAILS
L12.1	IRRIGATION DETAILS
L12.2	IRRIGATION DETAILS



E0.00	ELECTRICAL LEGEND
E0.01	ELECTRICAL DRAWING KEY PLAN
ED1.00	ELECTRICAL SITE DEMO PLAN
E1.00	ELECTRICAL SITE PLAN CENTRAL
E1.01	ELECTRICAL SITE PLAN NORTH/SOUTH
E1.02	SHELTER ELECTRICAL PLANS
E2.00	ELECTRICAL DIAGRAMS/SCHEDULES
E2.01	ELECTRICAL SCHEDULES
E3.00	ELECTRICAL DETAILS
EPO.01	PHOTOMETRIC - PROPERTY LINE
EP1.00	PHOTOMETRIC PARKING LOT AND SPORT COURTS

9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$4,785,213.00 ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as Exhibit 1. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from the date of the Notice to Proceed, and must complete work by April 18, 2023, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$500.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of



them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street
Castle Rock, CO 80104

With a copy to: Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract.*

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.



THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this _____ day of _____, 2022.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

AMERICAN CIVIL CONSTRUCTORS, LLC

By: Ray Under
Title: President



EXHIBIT 1

CONTRACTOR'S BID AND SCHEDULE

Butterfield Park Renovation Project

SCOPE OF WORK (SOW)

The Butterfield Park renovation includes electrical work, detention pond work, artistic concrete work, site work, hardscapes, post-tension slabs, pavilion structures, site amenities, playground equipment, landscaping and irrigation.

The construction services for this work shall include but not be limited to:

- Manage all construction activities while constructing the designed improvements.
- Coordinate all deliveries to minimize disturbance to surrounding residents, operating pool, and school.
- Create a safe and secure work environment for both the public as well as the individuals working on-site.
- Attend weekly Owner, Architect, and Contractor (OAC) meetings.
- Coordinate all work as to create a flow and most efficient way for productivity.
- Work closely with Town departments/utility companies and agencies. Close coordination will be required with the Public Works and Traffic Department for the milling, overlay and striping process.
- Extreme caution shall be taken not to damage items that are called to be protected (trees/landscaping) and left in place.
- Maintain access to the pool house at all times.

PROJECT RESTRICTIONS/CHALLENGES:

Communication between the Park Planning & Construction Manager as well as the adjacent pool house is critical. Maintaining clear access to parking for citizens as well as keeping a clear path for deliveries (pool chemicals) and strong relationships with neighbors is of utmost importance. The pool will remain open during the summer as will the athletic field to the north.

Contractor: American Civil Constructors LLC dba ACC Mountain West

These unit prices are for addition and deletion of bid items by the Owner. The Unit Cost is to be for each item installed and completely finished. Contactor shall determine their own quantities. These items listed are not to be construed as all inclusive. Any item not included should be added and described under Additional Items. Contractor is responsible for all items shown on plans and described in the specifications. The bid is to be lump sum. Unit Costs are to be used for quantity changes of 25% or less.

ITEM	UNIT	UNIT COST
START-UP & GENERAL CONDITIONS		
Construction Surveying	LS	\$ 76,000.00
Bonding and Mobilization	LS	\$ 103,000.00
General Conditions	MO	\$ 19,000.00
Traffic control	LS	\$ 13,000.00
Temporary construction fence	LF	\$ 5.00
Tree protection fencing	LF	\$ 2.00
Stabilized Staging Area	SY	\$ 9.00
Erosion control	LS	\$ 56,000.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
DEMOLITION		
Demo existing sidewalk	SF	\$ 1.50
Demo Existing Curb and Gutter	LF	\$ 15.00
Demo existing Tennis Courts	LS	\$ 16,000.00
Demo Existing Basketball/Inline Fencing, Light Poles, Court Surfacing	LS	\$ 15,000.00
Demo Existing Playground	LS	\$ 12,000.00
Demo existing asphalt	SF	\$ 1.50
Sawcut - Asphalt	LF	\$ 2.00
Remove Existing Subgrade - 12" (assumed)	SF	\$ 1.85
Spade Existing Tree	EA	\$ 800.00

Relocate memorial bench	EA	\$ 1,100.00
Selective demo at main plaza area	LS	\$ 10,000.00
Demo Existing Misc. Structures	LS	\$ 15,000.00
Clear and Grub	AC	\$ 6,000.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
EARTHWORK		
Cut, Fill and Compact On-site Material	CY	\$ 14.00
Import Common Fill	CY	\$ 22.00
Storm Line - 12" PVC SDR 35	LF	\$ 33.00
FES - 12" Concrete	EA	\$ 800.00
Manhole - 4' (5' depth)	EA	\$ 3,600.00
Inlet - 6' Combination (3' depth)	EA	\$ 6,000.00
12" Sidewalk Chase	LF	\$ 350.00
Detention Pond Outlet	EA	\$ 8,000.00
Playground - 4" Perf. PVC Pipe	LF	\$ 11.00
Playground - 6" Solid PVC Pipe	LF	\$ 26.00
Drywell	EA	\$ 600.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
EROSION CONTROL		
Silt Fence	LF	\$ 2.50
Concrete Washout	EA	\$ 800.00
Inlet Protection	EA	\$ 250.00
Vehicle tracking Control	EA	\$ 6,000.00
Curb Stock	CS	\$ 8.00

Seeding and Mulching	AC	\$ 2,200.00
Fuel Containment Area	EA	\$ 600.00
Sediment Control Log	LF	\$ 7.00
Erosion Control Blanket	SY	\$ 6.00
Erosion control maintenance (months)	EA	\$ 6,000.00
Outfall Protection with Rip Rap	EA	\$ 700.00
Sediment Trap	EA	\$ 7.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
ELECTRICAL		
Service:		
IREA Primary	LS	\$
Service Entrance Feeder (400A)	LF	\$ 79.00
Electrical distribution:		
Demolition	LS	\$ 26,000.00
New 225A Main Panelboard	EA	\$ 11,000.00
Service ground bond	LS	\$ 900.00
New 30kVA Stepdown Transformer	LS	\$ 4,200.00
New 208V Branch Circuit Panel	LS	\$ 3,200.00
Tennis Court Ltg Branch Circuits	LF	\$ 13.00
Pickleball Ltg Branch Circuits	LF	\$ 13.00
Basketball Ltg Branch Circuits	LF	\$ 13.00
South Area Power Pedestal	LF	\$ 3,200.00
Communications conduits	LF	\$ 11.00
Communications PullBoxes	LF	\$ 526.00
Shelter at RR Ltg/Pwr	EA	\$ 4,200.00
Parking Lot Lighting and Roadway	EA	\$ 4,200.00

Pedestrian Lighting	EA	\$ 3,400.00
Signage Lighting	EA	\$ 11.00
Batting Cage Conduit / Pull Box	LF	\$ 320.00
Gateway Stairs LED Railing Lighting	EA	\$ 320.00
Gateway Area Wall Lighting	LF	\$ 320.00
Pulse Table Power	LF	\$ 13.00
Musco Field Ltg Class III Play (30FC)		
Tennis, Basketball, Pickleball Lighting	LS	\$ 232,000.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
SITE CONSTRUCTION		
Miracle Custom Physics Megatower	LS	\$ 145,000.00
Playworld PlayCubes	LS	\$ 43,000.00
Concrete embankment slide	LS	\$ 44,000.00
Harmony Freenotes - Contrabass Chimes	LS	\$ 11,000.00
Harmony Freenotes - Flowers ensembles collection	LS	\$ 6,000.00
Lookout Scope	EA	\$ 4,100.00
Barefoot walk	LS	\$ 32,000.00
Poured-In-Place Rubberized surfacing	SF	\$ 34.00
Playground synthetic turf areas	SF	\$ 18.00
Engineered Wood Fiber Surfacing	SF	\$ 12.00
Concrete flatwork	SF	\$ 10.00
Curbwall at EWF	LF	\$ 83.00
PIP Curbwall at planting	LF	\$ 175.00
PIP Thickened Edge	LF	\$ 38.00
Synthetic Turf Thickened Edge	LF	\$ 812.00
PIP to EWF Transition	LF	\$ 100.00

6" Concrete Mow Band	LF	\$ 60.00
Concrete retaining wall	FF	\$ 160.00
Concrete seatwall	LF	\$ 750.00
Concrete sensory wall	LS	\$ 61,000.00
Concrete plaza steps	LF	\$ 150.00
Concrete stairs	LF	\$ 115.00
Cheek wall at stairs	LF	\$ 490.00
Handrailing at stairs	LF	\$ 23.00
Handrailing at ramp	LF	\$ 300.00
Sandblasting	LS	\$ 43,000.00
1' Pan	LF	\$ 60.00
		\$
		\$
		\$
PARKING LOTS		
Pavement Subgrade Prep - 12" Scarify, Recompact	CY	\$ 22.00
Asphalt T-Patch - assume 6" thick	SF	\$ 10.00
Concrete - 6"	SF	\$ 10.00
Concrete - Curb and Gutter - 6" Vertical, 1' Pan	LF	\$ 170.00
Concrete - Curb Ramps (with detectable warning)	EA	\$ 7,000.00
Striping (4" wide)	LF	\$ 6.00
Signage (not including post)	EA	\$ 370.00
Signage (including post)	EA	\$ 550.00
Traffic Control Plan for Work in Street	LS	\$ 1,800.00
Additional Items (List):		
		\$
		\$
		\$
SITE AMENITIES AND FURNISHINGS		
Shade Shelter - Overlook Outpost	EA	\$ 90,000.00

Shade Shelter - 30'x30' Monoslope	EA	\$ 70,000.00
Shade Shelter - 15'x15' Monoslope	EA	\$ 28,000.00
Gateway Entry Arch Structure	EA	\$ 56,000.00
Bench - Backed	EA	\$ 2,700.00
Bench - Backless	EA	\$ 2,400.00
Picnic table - Standard	EA	\$ 6,700.00
Picnic table - ADA	EA	\$ 5,000.00
Trash receptacle	EA	\$ 3,000.00
Bike rack	EA	\$ 800.00
Tree Grate	EA	\$ 4,000.00
Monument Sign Feature (at Butterfield Crossing Dr.)	LS	\$ 15,000.00
Informational Sign - Large	EA	\$ 8,000.00
Informational Sign - Small	EA	\$ 6,000.00
ADA directional signage	EA	\$ 900.00
<i>Additional Items (List):</i>		
		\$
		\$
		\$
SPORTS COURTS & ATHLETIC EQUIPMENT		
Basketball court (post-tensioned concrete)	SF	\$ 9.50
Basketball goals	EA	\$ 6,000.00
Acrylic Color Surfacing for Basketball	LA	\$ 10,000.00
Basketball court fencing (8' ht.)	LF	\$ 114.00
Basketball court fence single gate 4' wide	EA	\$ 1,000.00
Tennis courts (post-tensioned concrete)	SF	\$ 9.50
Tennis court fencing (10' ht.)	LF	\$ 125.00
Tennis court fence single gate 4' wide	EA	\$ 1,000.00
Tennis court equipment	LS	\$ 3,000.00
Acrylic Color Surfacing for Tennis Courts	LS	\$ 15,000.00

Pickleball courts (post-tensioned concrete)	SF	\$ 9.50
Pickleball court fencing (8')	LF	\$ 114.00
Pickleball court equipment	LS	\$ 6,000.00
Pickleball court fence single gate 4' wide	EA	\$ 1,000.00
Acrylic Color Surfacing for Pickelball Courts	LS	\$ 19,000.00
Thickened Edge Turndown at post-tensioned courts	LF	\$ 12.00
Fitness Court	LS	\$ 18,000.00
<i>Mod Wall</i>	FF	\$ 60.00
		\$
		\$
		\$
		\$
LANDSCAPE		
Trees deciduous	EA	\$ 710.00
Trees evergreen	EA	\$ 750.00
Trees ornamental	EA	\$ 560.00
Shrubs, #5 container	EA	\$ 60.00
Perennials, #1 container	EA	\$ 22.00
Grasses, #1 container	EA	\$ 21.00
Soil prep and sod	SF	\$ 1.50
Soil Prep and sod at irrigation trenches	LF	\$ 2.00
Soil prep and native seed	SF	\$ 2.00
Cobble mulch at planting beds	SF	\$ 3.50
Seat Boulders **Supply is limited & it may take 1 year to fill order	EA	\$ 600.00
Landscape Boulders **Supply is limited & it may take 1 year to fill order	EA	\$ 600.00
Retaining Boulders at Front entry signage **Supply is limited & it may take 1 year to fill order	EA	\$ 600.00
Spade and relocate existing trees	EA	\$ 800.00
<i>Additional Items (List):</i>		\$
		\$
		\$

IRRIGATION		
Backflow Preventer Assembly	LS	\$ 6,000.00
Master Valve	EA	\$ 2,300.00
Flow Sensor	EA	\$ 2,300.00
Booster Pump System	LS	\$ 50,000.00
Communication Cable From Flow Sensor to Controller	LF	\$ 4.00
Lateral Pipe - 1" PVC	LF	\$ 5.00
Lateral Pipe - 1.5" PVC	LF	\$ 6.00
Lateral Pipe - 2" PVC	LF	\$ 7.00
Lateral Pipe - 2.5" PVC	LF	\$ 8.00
Lateral Pipe - 3" PVC	LF	\$ 10.00
Mainline Pipe - 3" PVC	LF	\$ 75.00
Mainline Pipe - 4" PVC	LF	\$ 102.00
Mainline Pipe - 6" PVC	LF	\$ 86.00
Mainline Pipe - 4" D.I.		\$ 105.00
Sleeving - 4" PVC	LF	\$ 60.00
Sleeving - 6" PVC	LF	\$ 87.00
Irrigation Wires	LF	\$ 0.30
Quick Coupler	EA	\$ 500.00
Gate Valve	EA	\$ 550.00
Pressure Regulating Valve	EA	\$ 4,000.00
Control Valve Assembly - 1"	EA	\$ 550.00
Control Valve Assembly - 1.5"	EA	\$ 575.00
Control Valve Assembly - 2"	EA	\$ 600.00
Drip Valve Assembly - 1"	EA	\$ 500.00
Rainbird 5006 Rotor	EA	\$ 70.00
Rainbird 5012 Rotor	EA	\$ 75.00

Rainbird 8005 Rotor	EA	\$ 105.00
Pop-up Spray Head With R-VAN Nozzle	EA	\$ 40.00
Drip Tubing	LF	\$ 5.00
Drip Emitter	EA	\$ 3.00
Drip Flush Point	EA	\$ 75.00
Wire Tracer	LS	\$ 7,500.00
		\$
		\$
		\$

Alternate 1: Fitness Stairs		
Fitness Stairs	LS	\$20,000.00
Re-Seeding disturbed areas	LS	\$5,000.00
Sediment Control Log	LF	\$7.00
Erosion Control Blanket	SY	\$6.00
Cut, Fill, and Compact Onsite Material	CY	\$14.00
Construction Fence	LF	\$5.00

Alternate 2: East sidewalk connection		
Concrete Flatwork	SF	
Seeding and Mulching	AC	\$2,200.00
Cut, Fill, and Compact Onsite Material	CY	\$14.00
Diversion Ditch	LF	\$4.00
Sediment Trap	EA	\$7.00
Construction Fence	LF	\$5.00

Alternate 3: Batting cages		
Concrete Flatwork	SF	\$8.00
Double Batting Cage Tunnel and Equipment	LS	\$20,000.00
Chain Link Fencing	LF	\$120.00
12" Concrete Edger at Chain Link Fencing	LF	\$40.00
Trees deciduous	EA	\$700.00
Trees evergreen	EA	
Trees ornamental	EA	\$550.00
6" Concrete Mow Band	LF	\$20.00
Seat Boulders	EA	\$850.00
Picnic table	EA	\$6,000.00
Trash / recycle receptacle	EA	\$2,600.00
Cobble mulch, planting beds	SF	\$0.50
Crusher fines (Stabilized)	SF	\$2.50

Sediment Control Log	LF	\$7.00
Demo Existing Sidewalk	SF	\$2.00
Cut, Fill, and Compact Onsite Material	CY	\$14.00
Seeding and Mulching	LS	\$2,200.00
Construction Fence	LF	\$5.00
Drainage	LS	\$6,000.00

Alternate 4: Nature play area		
Nature Play Features	LS	\$13,000.00
Seat Boulders	EA	\$700.00
Crusher fines	SF	\$2.00
Crusher fines (Stabilized)	SF	\$5.00
Trees deciduous	EA	\$750.00
Trees ornamental	EA	\$700.00
Sediment Control Log	LF	\$6.00
Demo Existing Sidewalk	SF	\$1.50
Cut, Fill, and Compact Onsite Material	CY	\$14.00
Drainage	LS	
Signage	LS	\$1,000.00
Lookout Scope	EA	\$4,000.00

Alternate 5: Walk between baseball fields		
Concrete Flatwork	SF	\$10.00
Earthwork	LS	\$2,000.00
Trees deciduous	EA	\$750.00
Trees ornamental	EA	\$700.00
Cobble mulch, planting beds	SF	
Construction Fence	LF	\$5.00

Alternate 6: Baseball backstops		
New Backstop w/ Hoods	EA	\$34,000.00
New Hoods at Existing Backstop	EA	\$5,000.00

BUTTERFIELD CROSSING PARK

ID	Task Mode	Task Name	Duration	Start	Finish	March	April	May	June	July	August	September	October	November	December	January	February	March
1	STARTUP/GENERAL COND	25 days	Sun 5/1/22	Fri 6/3/22														
2	Mobilization	3 days	Sun 5/1/22	Tue 5/3/22														
3	Construction Surveying	0 days	Wed 5/4/22	Wed 5/4/22														
4	Temporary construction fence	10 days	Wed 5/4/22	Tue 5/17/22														
5	Tree protection fencing	5 days	Wed 5/18/22	Tue 5/24/22														
6	Erosion control	5 days	Wed 5/25/22	Tue 5/31/22														
7	Spade Existing Tree	3 days	Wed 6/1/22	Fri 6/3/22														
8	DEMOLITION	20 days	Wed 6/1/22	Tue 6/28/22														
9	Demo Existing Curb and Gutter	1 day	Wed 6/1/22	Wed 6/1/22														
10	Demo existing sidewalk	3 days	Thu 6/2/22	Mon 6/6/22														
11	Demo existing asphalt	1 day	Tue 6/7/22	Tue 6/7/22														
12	Demo existing Tennis Courts	3 days	Wed 6/8/22	Fri 6/10/22														
13	Demo Existing Basketball/Inline Fencing, Light Poles, Court Surfacing	2 days	Mon 6/13/22	Tue 6/14/22														
14	Demo Existing Playground	4 days	Wed 6/15/22	Mon 6/20/22														
15	Relocate memorial bench	1 day	Tue 6/21/22	Tue 6/21/22														
16	Selective demo at main plaza area	1 day	Wed 6/22/22	Wed 6/22/22														
17	Demo Existing Misc. Structures	4 days	Thu 6/23/22	Tue 6/28/22														
18	EARTHWORK/DRAINAGE	11 days	Thu 6/23/22	Thu 6/16/22														
19	Clear and Grub	1 day	Fri 6/24/22	Thu 6/16/22														
20	Out, Fill and Compact On-site Material	5 days	Fri 6/24/22	Thu 6/9/22														
21	Storm Drainage	5 days	Fri 6/10/22	Thu 6/16/22														
22	CONCRETE	10 days	Fri 6/3/22	Wed 10/26/22														
23	Concrete - Curb and Gutter - 6" Vertical, 1' Pan	4 days	Fri 6/3/22	Wed 6/8/22														
24	Concrete - 6" Parking Lot	5 days	Thu 6/9/22	Wed 6/15/22														
25	Concrete - Curb Ramps (with detectable warning)	3 days	Thu 6/16/22	Mon 6/20/22														
26	Check wall at stairs	3 days	Tue 6/21/22	Thu 6/23/22														
27	Concrete stairs	4 days	Fri 6/24/22	Wed 6/29/22														
28	Concrete retaining wall	15 days	Thu 6/30/22	Wed 7/20/22														
29	Concrete seatwall	10 days	Thu 7/14/22	Wed 8/3/22														
30	Concrete sensory wall	10 days	Thu 8/4/22	Wed 8/17/22														
31	Curbwall at EWF	4 days	Thu 8/18/22	Tue 8/23/22														
32	PIP Curbwall at planting	2 days	Wed 8/24/22	Thu 8/25/22														
33	Concrete plaza steps	4 days	Fri 8/26/22	Wed 8/31/22														
34	Concrete flatwork	40 days	Thu 9/1/22	Wed 10/26/22														
35	PIP Concrete	23 days	Thu 9/1/22	Mon 10/3/22														
36	PIP Thickened Edge	2 days	Fri 8/26/22	Mon 8/29/22														

Project: Butterfield Crossing Sct
Date: Thu 3/10/22

Task Summary: [Progress bar]
Inactive Milestone: [Progress bar]
Inactive Task: [Progress bar]
Manual Summary: [Progress bar]

Start-only: [Progress bar]
External Milestone: [Progress bar]

Deadline: [Progress bar]
Manual Progress: [Progress bar]

BUTTERFIELD CROSSING PARK

ID	Task	Task Name	Duration	Start	Finish	March	April	May	June	July	August	September	October	November	December	January	February	March
37	PIP to EWF Transition	PIP to EWF Transition	5 days	Tue 8/30/22	Mon 9/5/22													
38	Synthetic Turf Thickened Edge	Synthetic Turf Thickened Edge	2 days	Tue 9/6/22	Wed 9/7/22													
39	Barefoot walk	Barefoot walk	8 days	Thu 9/1/22	Mon 9/12/22													
40	6" Concrete Mow Band	6" Concrete Mow Band	3 days	Tue 9/13/22	Thu 9/15/22													
41	ELECTRICAL	ELECTRICAL	98 days	Fri 6/3/22	Tue 10/18/22													
42	Electrical Rough In	Electrical Rough In	22 days	Fri 6/17/22	Mon 7/18/22													
43	Electrical Final	Electrical Final	66 days	Tue 7/19/22	Tue 10/18/22													
44	SPORT	SPORT	70 days	Fri 6/3/22	Thu 9/8/22													
45	Tennis courts (post-tensioned concrete)	Tennis courts (post-tensioned concrete)	22 days	Fri 6/3/22	Mon 7/4/22													
46	Basketball court (post-tensioned concrete)	Basketball court (post-tensioned concrete)	20 days	Tue 7/5/22	Mon 8/1/22													
47	Pickleball courts (post-tensioned concrete)	Pickleball courts (post-tensioned concrete)	22 days	Tue 8/2/22	Wed 8/31/22													
48	Fitness Court	Fitness Court	6 days	Thu 9/1/22	Thu 9/8/22													
49	PLAYGROUND/SITE FURNISHINGS	PLAYGROUND/SITE FURNISHINGS	66 days	Fri 9/9/22	Fri 12/9/22													
50	Miracle Custom Physics Megatower	Miracle Custom Physics Megatower	5 days	Fri 9/9/22	Thu 9/15/22													
51	Playworld PlayCubes	Playworld PlayCubes	5 days	Fri 9/16/22	Thu 9/22/22													
52	Concrete embankment slide 12 Week Lead Time	Concrete embankment slide 12 Week Lead Time	2 days	Fri 9/23/22	Mon 9/26/22													
53	Harmony Freenotes - Contrabass Chimes	Harmony Freenotes - Contrabass Chimes	3 days	Tue 9/27/22	Thu 9/29/22													
54	Harmony Freenotes - Flowers ensembles collection	Harmony Freenotes - Flowers ensembles collection	2 days	Fri 9/30/22	Mon 10/3/22													
55	Poured-In-Place Rubberized surfacing	Poured-In-Place Rubberized surfacing	5 days	Tue 10/4/22	Mon 10/10/22													
56	Playground synthetic turf areas	Playground synthetic turf areas	5 days	Tue 10/4/22	Mon 10/10/22													
57	Engineered Wood Fiber Surfacing	Engineered Wood Fiber Surfacing	5 days	Tue 10/11/22	Mon 10/17/22													
58	Monument Sign Feature (at Butterfield Crossing Dr.)	Monument Sign Feature (at Butterfield Crossing Dr.)	10 days	Fri 9/16/22	Thu 9/29/22													
59	Shade Shelter - 30'x30' Monoslope	Shade Shelter - 30'x30' Monoslope	5 days	Fri 9/30/22	Thu 10/6/22													
60	Shade Shelter - Overlook Outpost	Shade Shelter - Overlook Outpost	10 days	Fri 10/7/22	Thu 10/20/22													
61	Shade Shelter - 15'x15' Monoslope	Shade Shelter - 15'x15' Monoslope	15 days	Fri 10/21/22	Thu 11/10/22													
62	Gateway Entry Arch Structure	Gateway Entry Arch Structure	10 days	Fri 11/11/22	Thu 11/24/22													
63	Informational Sign	Informational Sign	5 days	Fri 11/25/22	Thu 12/1/22													
64	Site Furnishings	Site Furnishings	6 days	Fri 12/2/22	Fri 12/9/22													
65	LANDSCAPE/IRRIGATION	LANDSCAPE/IRRIGATION	76 days	Wed 8/10/22	Wed 11/23/22													
66	Irrigation	Irrigation	47 days	Wed 8/10/22	Thu 10/13/22													
67	Landscape-Could Extend into Spring Pending Weather	Landscape-Could Extend into Spring Pending Weather	40 days	Thu 9/29/22	Wed 11/23/22													
68	PUNCHLIST	PUNCHLIST	0 days	Fri 12/9/22	Fri 12/9/22													
69	PROJECT SUBSTANTIAL COMPLETION	PROJECT SUBSTANTIAL COMPLETION	0 days	Fri 12/23/22	Fri 12/23/22													

Project: Butterfield Crossing Sch
Date: Thu 3/10/22

Task Summary | **Inactive Task** | **Inactive Milestone** | **Inactive Summary**

Manual Task | **Manual Summary** | **Manual Summary Rollup** | **Manual Summary**

Start-only | **Finish-only** | **External Milestone** | **External Milestone**

Deadline | **Progress** | **Manual Progress**

Page 2

BID FORM – PARK IMPROVEMENTS

STIPULATED LUMP SUM

Revised for Addendum #2

1.1 BID INFORMATION

- A. Bidder: American Civil Constructors LLC dba ACC Mountain West
- B. Project Name: **Butterfield Crossing Park Improvements.**
- C. Project Location: 3952 Butterfield Crossing Dr., Castle Rock, CO 80109.
- D. Owner: Town of Caste Rock.
- E. Owner Project Number: CD21-0024.
- F. Architect: Design Concepts.
- G. Architect Project Number: 22110.

1.2 CERTIFICATIONS AND BID PRICING

Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Design Concepts and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum(s) listed below:

A. Base Bid:

1. Four million seven hundred eleven thousand one
hundred fifty three dollars Dollars (\$ 4,711,153.50)
and fifty cents

B. Alternate #1 – Fitness Stairs:

1. Thirty four thousand three hundred thirty seven.
Dollars (\$ 34,337.00).

C. Alternate #2 – East Sidewalk Connection:

1. Thirty one thousand four hundred five
 _____ Dollars (\$ 31,405.00).

D. Alternate #3 – Batting Cage:

1. One hundred fifty seven thousand two hundred
ninety four _____ Dollars (\$ 157,294.00).

E. Alternate #4 – Nature Play Area:

1. Fifty eight thousand two hundred thirty six
 _____ Dollars (\$ 58,236.00).

F. Alternate #5 – Sidewalk Between Fields:

1. Forty two thousand six hundred fifty four
 _____ Dollars (\$ 42,654.00).

G. Alternate #6 - Backstops:

1. Ninety six thousand
 _____ Dollars (\$ 96,000.00).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. Four million seven hundred eleven Dollars (\$ 4,711,153.50).
thousand one hundred fifty three dollars
and fifty cents

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 REFERENCES

- A. Provide the following information for a minimum of three (3) projects within the past five (5) years of similar size and scope to this project.

1. Project Name David Lorenz + Cornerstone Park
 - a. Description of Work
Conversion of two grass fields to synthetic turf, parking lot, asphalt, landscape, irrigation, concrete
 - b. Project Location Littleton, CO
 - c. Project Contract Amount \$ 10.5 M
 - d. Start/Completion Dates 7/26/21 start 5/31/21 complete
 - e. Client Name and Title Kate Mack
 - f. Client Phone Number 303 905-2583

2. Project Name Sterling Ranch Filing 2 and Filing 3
 - a. Description of Work
Landscape, Irrigation, site furnishings, parking lot, bocce ball courts, playground, concrete
 - b. Project Location Douglas County, CO
 - c. Project Contract Amount \$ 4.8 M
 - d. Start/Completion Dates 1/1/19 start, work still ongoing
 - e. Client Name and Title Wade LePlatt PE
 - f. Client Phone Number 720 283-6783

3. Project Name Lowry Blvd One
 - a. Description of Work
Landscape, Irrigation, concrete, site furnishings at multiple parks and ROW in the development.
 - b. Project Location Denver, CO
 - c. Project Contract Amount \$ 6.8 M
 - d. Start/Completion Dates 11/1/14 start, 12/1/21 complete
 - e. Client Name and Title Tom Berger Project Manager

f. Client Phone Number 303 326-7143

1.5 SUBCONTRACTORS AND SUPPLIERS

A. The following companies shall execute subcontracts for the portions of the Work indicated:

- 1. Earthwork: self-performed
- 2. Concrete Work: self-performed
- 3. Specialty Decorative Concrete Work and Finishes: Art of Concrete
- 4. Post-Tensioned Concrete Work: LE Renner
- 5. Irrigation Work: self-performed
- 6. Chain Link Fencing: Greater Western Fence
- 7. Metal Fabrications: KTK Fabricators
- 8. Synthetic Turf Playground Surfacing: Go Turf
- 9. Court Lighting and Electrical: Pinnacle Electrical

1.6 ACKNOWLEDGEMENT OF ADDENDA

A. The undersigned Bidder's check marks below acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated January 28, 2022.
- 2. Addendum No. 2, dated February 18, 2022.
- Add. 3
- Add. 4

1.7 BID SUPPLEMENTS CHECKLIST

A. The following supplements attached hereto must be included with the Bidder's proposal in order for the proposal to be considered valid.

- 1. Bid Form – Park Improvements
- 2. Contract Forms (incl. Invitations to Bid Confidentiality, and Letter of Indemnification for Withholding Confidential Information)
- 3. Bid Bond Form
- 4. Supplemental Schedule of Unit Prices
- 5. Construction Schedule
- 6. N/A Submittal Information for Not Pre-Approved Lighting Equipment (Section 26 56 68), if needed.
- 7. USB storage drive with copies all material required for bid submission

1.8 CONTRACTOR'S LICENSE

A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in the Town of Caste Rock, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full. -License application submitted

1.9 SUBMISSION OF BID

A. Respectfully submitted this 11th day of March 2022 ~~2012~~

B. Submitted By American Civil Constructors LLC dba ACC Mountain West (Name of bidding firm or corporation).

C. Authorized Signature: Randy Mahler (Handwritten signature).

D. Signed By: Randy maher (Type or print name).

E. Title: President (Owner/Partner/President/Vice President).

F. Witness By: [Signature] (Handwritten signature).

G. Attest: Corporate Secretary (Handwritten signature).

H. By: Jody Randall (Type or print name).

I. Title: [Signature] (Corporate Secretary or Assistant Secretary).

J. Street Address: 4901 S. Windermere St.

K. City, State, Zip Littleton, Co 80120

L. Phone: (303) 795-2582

M. License No.: Registration # CR22-0651

N. Federal ID No.: 84-0684692 (Affix Corporate Seal Here).

END OF DOCUMENT



INVITATIONS TO BID CONFIDENTIALITY

Bids submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24- 72-201, et seq., C.R.S. Any confidential information in the Submitter's bid shall be identified as such. If any information is considered to be confidential, the Submitter shall agree to indemnify the Town for any and all attorney fees that the Town may incur in defending the withholding of such information by signing and returning the letter found in Section _____ of this Invitation to Bid. Should the Town receive a request for the release of any information in the contractor's bid in accordance with the Open Records Law, the Town will release only that information which has not been identified as confidential so long as the Letter of Indemnification has been signed and returned by the Submitter along with the proposal. Should the Submitter choose not to sign and return Letter of Indemnification, all information in the Submitter's proposal shall be considered releasable by the Town. Submitter will be notified of any open records requests prior to the release of such information. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.



**LETTER OF INDEMNIFICATION
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Invitation to Bid Number: CD 21-0024

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

American Civil Constructors
Submitter (Vendor or Business Name)

By: Randy Maher
Signature

Randy Maher
Name (please print)

President
Title

3/11/22
Date

BID BOND

AMERICAN CIVIL CONSTRUCTORS LLC DBA ACC MOUNTAIN WEST, 4901 S Windermere St., Littleton, CO 80120

(Insert the full name and address or legal title of the Contractor) as Principal,

and, BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

(Insert the legal title and the Surety) as Surety, a corporation organized under the laws of the State of Nebraska

and authorized to transact business in the State of Colorado, with a general office at 1314 Douglas Street Suite 1400, Omaha, NE 68102-1944

are hereby bound to the Town of Castle Rock, Colorado, (the "Town") as Obligee, in the amount of Five Percent (5%) of Amount Bid

DOLLARS, in United States currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has submitted the accompanying Bid dated

March 11, 2022, for construction of the Butterfield Crossing Park Improvements; Town Project #CD21-0024

The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a penalty, for the Principals' failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Executed this 8th day of March, 2022.

AMERICAN CIVIL CONSTRUCTORS LLC DBA ACC MOUNTAIN WEST

WITNESS

[Handwritten signature]

PRINCIPAL

By its President [Handwritten signature: Randy Maher]

WITNESS

[Handwritten signature]
Wayne McVadgh

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
SURETY

TITLE Attorney-in-Fact

BY: [Handwritten signature: Sara Owens]

Its Attorney in fact: Sara Owens

I, Sara Owens, certify that I am the Attorney-in-Fact (title) of the Corporation named as the Surety; that Randy Maher, who signed the bond on behalf of the Principal, was then President (title) of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL)

Signed: [Handwritten signature: Sara Owens]
Title: Attorney-in-Fact of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY



Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Sara Owens, Wayne McVaugh, Patricia Rambo, Jaquanda Martin, George Gionis, Cathy H. Ho, Vicki Johnston, Kaitlyn Malkowski, 1650 Market Street, Suite 1000 of the city of Philadelphia, State of Pennsylvania, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President

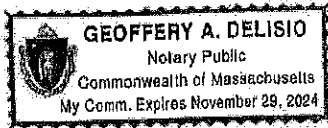


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, 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 in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this March 8, 2022.



[Signature of Officer]

Officer

To verify the authenticity of this Power of Attorney please contact us at BHS's Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Ponnet@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

ADMITTED ASSETS *

	12/31/2020	12/31/2019	12/31/2018
Total invested assets	\$ 5,475,240,588	\$ 5,172,183,338	\$ 4,313,185,189
Premium & agent balances (n	603,615,506	368,086,012	301,849,144
All other assets	157,897,676	127,524,677	140,930,406
Admitted Assets	\$ 6,236,753,770	\$ 5,667,794,027	\$ 4,755,964,739

LIABILITIES & SURPLUS *

	12/31/2020	12/31/2019	12/31/2018
Loss & loss exp. unpaid	\$ 921,923,948	\$ 634,745,558	\$ 463,103,223
Unearned premiums	372,836,160	314,117,549	241,835,588
All other liabilities	1,054,922,210	744,738,458	570,628,148
Total Liabilities	2,349,682,318	1,693,601,565	1,275,566,959
Total Policyholders' Surplus	3,887,071,452	3,974,192,463	3,480,397,780
Total Liabilities & Surplus	\$ 6,236,753,770	\$ 5,667,794,028	\$ 4,755,964,739

* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2022

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 Arthur J. Gallagher Risk Management Services, Inc. 12444 Powerscourt Drive Saint Louis MO 63131	CONTACT NAME: Aaron Augustine	
	PHONE (A/C. No. Ext): 314-800-2288	FAX (A/C. No):
E-MAIL ADDRESS: Aaron_Augustine@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Starr Indemnity & Liability Company		38318
INSURER B : National Fire & Marine Insurance Co		20079
INSURER C : Endurance American Insurance Company		10641
INSURER D : Berkley Assurance Company		39462
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 564538323 **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 <input checked="" type="checkbox"/> GL SIR: \$500K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		1000090625202	3/1/2022	3/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Per Project Agg \$5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		1000635949202	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Deductible \$25,000/\$25,000
A B C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000095493202 42-XSF-309971-03 EXC30001448102	3/1/2022 3/1/2022 3/1/2022	3/1/2023 3/1/2023 3/1/2023	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	100000447002	3/1/2022	3/1/2023	<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
D	Contractors Professional & Pollution			PCAB-5014486-0322	3/1/2022	3/1/2023	Each Incident \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Castle Rock, its officers and employees are named as Additional Insured on the General Liability and Auto Liability coverages, on a Primary & Non-Contributory basis. With respect to the General Liability, the Additional Insured coverage must extend to include both Ongoing Operation and Completed Operations. This can be accomplished by a combination of ISO endorsements CG 2010 (07/04), and CG 2037 (07/04), or equivalent.

CERTIFICATE HOLDER Town of Castle Rock 100 N. Wilcox Street Castle Rock CO 80104	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 
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