

**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT**  
**(Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project)**

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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 **KRAEMER NORTH AMERICA, LLC**, a Delaware limited liability company (“Contractor”), One Plainview Road, Plain, Wisconsin 53577.

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. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

<b>Number</b>	<b>Date</b>
Addenda 1	November 8, 2022
Addenda 2	November 9, 2022

7. Special Conditions of the Contract:

8. The following Specifications:

- A. Colorado Department of Transportation (CDOT), Standard Specifications for Road and Bridge Construction
- B. CDOT M&S Standards
- C. Town of Castle Rock Public Works Details and Forms
- D. 2012 Town of Castle Rock Construction Methodology and Materials Manual
- E. 2019 Castle Rock Water Department Temporary Erosion and Sediment Control (TESC) Manual



9. The following Drawings/Reports:
  - A. Crystal Valley Parkway & Plum Creek Boulevard Roundabout Project – (10/10/2022 – For Bid Set)
  - B. Pavement Design Report – Crystal Valley Parkway and Plum Creek Boulevard Roundabout – (August 2022)
10. Notice of Award;
11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and
18. 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 **\$3,337,813.80** (“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 ten (10) calendar days from the date of the Notice to Proceed, and must complete work within three-hundred and one (301) calendar days from and including the date of Notice to Proceed, 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 \$2,400.00 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](mailto: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 as Exhibit 2.*

**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.** Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. 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 \_\_\_\_\_, 20\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**CONTRACTOR:**

**KRAEMER NORTH AMERICA, LLC**

By:  \_\_\_\_\_ Timothy J. Maloney

Title: Sr. Vice President \_\_\_\_\_



**EXHIBIT 1**  
**CONTRACTOR'S BID**

# BID FORMS INDEX

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# BID PROPOSAL

PROJECT: Crystal Valley Pkwy & Plum Creek Blvd Roundabout

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:

Kraemer North America, LLC

a Corporation incorporated in the State of \_\_\_\_\_,

-OR-

Limited Liability Company, a partnership, / limited partnership, (select one), registered in the State of Delaware, whose general partner(s) is/are

N/A

-OR-

a sole proprietor, whose trade name is \_\_\_\_\_

in the Town of \_\_\_\_\_, State of \_\_\_\_\_, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, Special Conditions, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of 90 days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2.

Addenda No. <u>1</u>	Date <u>11/8/22</u>
Addenda No. <u>2</u>	Date <u>11/9/22</u>
Addenda No. _____	Date _____
Addenda No. _____	Date _____
Addenda No. _____	Date _____
Addenda No. _____	Date _____

RETURN BID TO: TOWN OF CASTLE ROCK  
 Public Works Department  
 4175 Castleton Court  
 Castle Rock, CO 80109


The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

*(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)*

9. The undersigned agrees to hold firm the Bid for 90 days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Kraemer North America, LLC

BY:  \_\_\_\_\_

ADDRESS: 900 W. Castleton Rd., Ste. 220, Castle Rock, CO 80109 TITLE: Sr. Vice President

Attest:  
 Assistant  
 SECRETARY:  \_\_\_\_\_  
 (~~if Corporation~~) LLC

DATE: 11/10/22



## BIDDER'S QUALIFICATIONS AND DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: Kraemer North America, LLC
2. Permanent main office address: 900 W. Castleton Rd., Suite 220, Castle Rock, CO 80109
3. Phone: 303-688-7500 Email Address: bidsco@kramerna.com Fax # 303-688-8811
4. Bidder's federal tax identification number 47-2031815
5. The Bidder is organized as a Limited Liability Company
6. The date the Bidder was organized in its current form: 10/10/1911
7. If a corporation, the state where it is incorporated: N/A
8. How many years have you been engaged in the contracting business under your present firm or trade name?  
103 yrs as Edward Kraemer & Sons, Inc.; 8 years as Kraemer North America, LLC
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>See Attachment A</u>	\$: _____	Completion Date: _____
Job: _____	\$. _____	Completion Date: _____
Job: _____	\$. _____	Completion Date: _____
Job: _____	\$. _____	Completion Date: _____

10. General character or work performed by your company:  
General heavy/civil highway work, earthwork, concrete flatwork, structures, drainage, and utility/underground work.
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? No If so, where and why?
12. Have you ever been charged liquidated damages on a contract? No If so, where and why?
13. List your major equipment AVAILABLE FOR THIS PROJECT:

336 Excavator	Skidsteer
D6 Dozer	CS-44 Roller
140 Blade	
950 Loader	
Water Truck	

14. Experience in construction work similar in contract price to this project:
- a. Job/\$ I-70 Vail Underpass / \$17M  
 Contact Name/Phone CDOT, Matt Figgs, (970) 328-9952
  - b. Job/\$ I-70 Edwards Spur Road Phase II CMGC / \$16M  
 Contact Name/Phone CDOT, Jacob Rivera, PM, (970) 328-9937
  - c. Job/\$ West Vail Roundabouts / \$254K  
 Contact Name/Phone Town of Vail, Tom Kassmel, (970) 479-2235

15. Background and experience of the principal members of your organization, including officers:

Please see Attachment B

16. Bonding Limit: \$ \$1B/single project; \$5B/aggregate

17. Bonding Company: Alliant Insurance Services, Inc. Phone # 415-652-0958

Address: 560 Mission St., 6th Floor, San Francisco, CA 94105

18. Bank Reference(s):

BMO Harris Bank, N.A.  
 Andrew Roethe // (608) 283-5777 // andrew.roethe@bmo.com

19. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by the Town of Castle Rock?  Yes or No

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Castle Rock in verification of the recitals in this statement of **Bidder's Qualifications and Data**.

CONTRACTOR: Kraemer North America, LLC

BY:  \_\_\_\_\_

900 West Castleton Road, Ste. 220  
 ADDRESS: Castle Rock, CO 80109

ITS: Sr. Vice President  
 Title

Attest:  
 Assistant  
 SECRETARY:  \_\_\_\_\_  
 (If Corporation) LLC

DATE: 11/10/22

## BIDDER'S OFFICIALS DATA

Bidder's name Kraemer North America, LLC

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information:  
(Use additional sheets as necessary.)

Name Timothy J. Maloney

Title Sr. Vice President

Home address \_\_\_\_\_

Town, State, Zip Castle Rock, CO 80104

Other companies with whom this person has been affiliated in last 10 years Edward Kraemer & Sons, Inc.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

Name Eric Baumgardt

Title Assistant Secretary

Home address \_\_\_\_\_

Town, State, Zip Castle Rock, CO 80109

Other companies with whom this person has been affiliated in last 10 years Edward Kraemer & Sons, Inc.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

Name \_\_\_\_\_

Title \_\_\_\_\_

Home address \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Other companies with whom this person has been affiliated in last 10 years \_\_\_\_\_

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

Name \_\_\_\_\_

Title \_\_\_\_\_

Home address \_\_\_\_\_

Town, State, Zip \_\_\_\_\_

Other companies with whom this person has been affiliated in last 10 years \_\_\_\_\_

Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

**BID BOND**

Kraemer North America, LLC; 900 West Castleton Rd., Castle Rock, CO 80109-3307

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

and, Liberty Mutual Insurance Company

*(Insert the legal title and the Surety)*

as Surety, a corporation organized under the laws of the State of MA, and authorized to transact business in the State of Colorado, with a general office at 175 Berkeley Street, Boston, MA 02116, are hereby bound to the Town of Castle Rock, Colorado, (the "Town") as Obligee, in the amount of Five (5%) Percent 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 November 14, 2022, for construction of the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project IFB #: 2022-12.

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 9th day of November, 2022.

WITNESS [Signature]

Kraemer North America, LLC  
PRINCIPAL

By its Senior Vice President  
President Timothy J. Maloney

WITNESS [Signature]

Liberty Mutual Insurance Company  
SURETY

TITLE

BY: [Signature]  
Its Attorney in fact: Jessica L. Nowlin

I, Jessica L. Nowlin, certify that I am the Attorney-in-Fact (title) of the Corporation named as the Surety; that Timothy J. Maloney, who signed the bond on behalf of the Principal, was then Senior Vice 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: [Signature]  
Jessica L. Nowlin

Title: Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

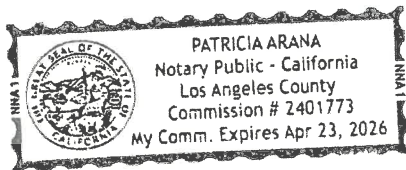
State of California )  
 ) ss  
County of San Francisco )


On NOV 09 2022, before me, Patricia Arana, Notary Public, personally appeared Jessica L. Nowlin, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature:   
Patricia Arana, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205005-985582

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica L. Nowlin; John D. Gilliland; John T. Lettieri; William Phillips, Jr.

all of the city of San Francisco state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 10th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of NOV 09 2022.



By: Renee C. Llewellyn, Assistant Secretary

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Colorado )

County of Douglas )

Timothy J. Maloney, being duly sworn, deposes and says that:  
(Insert name)

1. He/She is the Sr. Vice President (Title) of Kraemer North America, LLC, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: Kraemer North America, LLC

BY: 

900 W Castleton Rd., Ste. 220  
ADDRESS: Castle Rock, CO 80109

Sr. Vice President  
TITLE: \_\_\_\_\_

Attest:

Assistant  
SECRETARY:   
(~~Corporation~~) LLC

DATE: 11/8/22

(SEAL)

## SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: Chato's Concrete, LLC  
Address: 8326 Quivas Way ~ Denver, CO 80221  
Proposed work and percentage of total work to be assigned: Concrete Flatwork  
Percentage 13.7 %

Firm Name: Powell Restoration, Inc.  
Address: 6395 Brighton Blvd., Commerce City, CO 80022  
Proposed work and percentage of total work to be assigned: Erosion Control & Landscaping  
Percentage 5.0 %

Firm Name: Sturgeon Electric Company, Inc.  
Address: 4250 Oneida St., Denver, CO 80216  
Proposed work and percentage of total work to be assigned: Electrical  
Percentage 5.6 %

Firm Name: Roadsafe Traffic Systems  
Address: 7909 S. Chambers Road, Englewood, CO 80112  
Proposed work and percentage of total work to be assigned: Pavement Markings  
Percentage 1.6 %

Firm Name: Souder, Miller & Associates  
Address: 5610 Ward Road, Suite 130, Arvada, CO 80002  
Proposed work and percentage of total work to be assigned: Surveying  
Percentage 1.5 %

Firm Name: Alpha Milling Company  
Address: 6015 W 56th Ave., Arvada, CO 80002  
Proposed work and percentage of total work to be assigned: Milling  
Percentage 1.6 %

**Total Percentage** 29 %  
(Not to Exceed 70%)



## SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: DCG Enterprises, Inc.  
Address: 9945 Titan Park Circle, Littleton, CO 80125  
Proposed work and percentage of total work to be assigned: Traffic Control  
Percentage 1.8 %

Firm Name: Triax Engineering, LLC  
Address: 5371 Magnolia Street, Commerce City, Colorado 80022  
Proposed work and percentage of total work to be assigned: Quality Control  
Percentage 0.7 %

Firm Name: PF McCarthy, Inc.  
Address: 3407 N. El Paso Street, Colorado Springs, CO 80907  
Proposed work and percentage of total work to be assigned: Potholing  
Percentage 0.2 %

Firm Name: Schmidt Construction Company  
Address: 1101 Topeka Way, Castle Rock, CO 80109  
Proposed work and percentage of total work to be assigned: Asphalt Paving & Agg Base  
Percentage 17.9 %

Firm Name: Colorado Barricade  
Address: 2295 S. Lipan Street, Denver, CO 80223  
Proposed work and percentage of total work to be assigned: Signing  
Percentage 1.1 %

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
Percentage \_\_\_\_\_ %

**Total Percentage** 21.7 %  
(Not to Exceed 70%)



## REQUESTS FOR PROPOSALS CONFIDENTIALITY

Proposals 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 proposal 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 <sup>Bid Forms</sup>Index of this RFP. Should the Town receive a request for the release of any information in the consultant's proposal 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

Request for Proposal Number: IFB #2022-12

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.

Kraemer North America, LLC

Submitter (Vendor or Business Name)

By:   
Signature

Timothy J. Maloney

Name (please print)

Sr. Vice President

Title

11/10/22

Date

***CRYSTAL VALLEY PARKWAY AND PLUM CREEK  
BOULEVARD ROUNDABOUT PROJECT***

**REVISED BID SCHEDULE**

**CRYSTAL VALLEY PARKWAY AND PLUM CREEK BOULEVARD  
ROUNDBOUT PROJECT  
BID SCHEDULE**

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
201-00000	Clearing and Grubbing	LS	1	\$15,000.00	\$15,000.00
202-00010	Removal of Tree	EACH	11	\$700.00	\$7,700.00
202-00018	Removal of Inlet (5')	EACH	6	\$1,685.00	\$10,110.00
202-00019	Removal of Inlet (10')	EACH	1	\$1,900.00	\$1,900.00
202-00034	Removal of 16" Ductile Iron Pipe (DIP)	LF	524	\$32.50	\$17,030.00
202-00035	Removal of 12" Polyvinyl Chloride Pipe (PVC)	LF	40	\$48.00	\$1,920.00
202-00036	Removal of 18" Reinforced Concrete Pipe (RCP)	LF	464	\$45.00	\$20,880.00
202-00155	Removal of Wall	LF	118	\$77.00	\$9,086.00
202-00175	Removal of Concrete (3 Steps)	LS	1	\$1,500.00	\$1,500.00
202-00195	Removal of Median Cover	SY	1,293	\$13.00	\$16,809.00
202-00200	Removal of Sidewalk	SY	2,360	\$11.40	\$26,904.00
202-00203	Removal of Curb and Gutter	LF	5,578	\$6.25	\$34,862.50
202-00210	Removal of Concrete Pavement	SY	40	\$47.00	\$1,880.00
202-00220	Removal of Asphalt Mat	SY	12,698	\$4.20	\$53,331.60
202-04101	Abandon Pipe/Flowfill	CY	10	\$425.00	\$4,250.00
203-00000	Unclassified Excavation	CY	1,902	\$11.25	\$21,397.50
203-00200	Borrow	CY	12,556	\$16.75	\$210,313.00
203-01597	Potholing	HR	40	\$325.00	\$13,000.00
208-01000	Temporary Erosion and Sediment Control	LS	1	\$65,000.00	\$65,000.00
210-00050	Reset Fire Hydrant	EACH	1	\$6,000.00	\$6,000.00
210-00810	Reset Ground Sign	EACH	14	\$350.00	\$4,900.00
210-04010	Adjust Manhole (Storm)	EACH	1	\$2,820.00	\$2,820.00

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
210-04011	Adjust Manhole (Water)	EACH	1	\$2,820.00	\$2,820.00
210-04012	Adjust Manhole (Sanitary)	EACH	1	\$2,800.00	\$2,800.00
210-04013	Modify Manhole (Storm)	EACH	4	\$8,500.00	\$34,000.00
210-04014	Modify Manhole (Water)	EACH	1	\$8,580.00	\$8,580.00
210-04015	Modify Manhole (Sanitary)	EACH	2	\$8,500.00	\$17,000.00
210-04016	Modify and Rotate Manhole (Storm)	EACH	1	\$9,000.00	\$9,000.00
210-04017	Modify and Rotate Manhole (Sanitary)	EACH	1	\$9,000.00	\$9,000.00
210-04050	Adjust Water Valve Box	EACH	2	\$2,600.00	\$5,200.00
210-04052	Modify Water Valve Box	EACH	4	\$4,475.00	\$17,900.00
210-04053	Adjust Fire Hydrant	EACH	1	\$9,100.00	\$9,100.00
212-00005	Native Seeding	AC	0.5	\$765.00	\$382.50
212-00032	Soil Conditioning	AC	0.5	\$10,515.00	\$5,257.50
212-00050	Sod	SF	3,485	\$1.25	\$4,356.25
213-00000	Mulching	AC	0.5	\$1,590.00	\$795.00
304-06007	CDOT Class 6 Base Course	CY	2,721	\$62.75	\$170,742.75
403-00700	Temporary Hot Mix Asphalt (Grading SG) (2")	TON	769	\$149.55	\$115,003.95
403-00720	Asphalt Patch, (Assume 8")	TON	23	\$468.50	\$10,775.50
403-32741	Hot Mix Asphalt (Grading SG) (75) (PG 64-22) (4")	TON	2,060	\$106.00	\$218,360.00
403-34741	Hot Mix Asphalt (Grading SX) (75) (PG 64-22) (2")	TON	1,030	\$114.75	\$118,192.50
412-00800	Concrete Pavement (8")	SY	394	\$69.50	\$27,383.00
412-00901	Concrete Pavement Special (9 Inch) (Approach Nose)	EACH	4	\$5,031.00	\$20,124.00
603-01180	18" Reinforced Concrete Pipe	LF	579	\$145.00	\$83,955.00
604-00305	CDOT Type C Inlet	EACH	1	\$3,550.00	\$3,550.00
604-16050	Inlet Type 16 (Single) (Special)	EACH	1	\$12,500.00	\$12,500.00
604-19105	Inlet Type R L 5 (5 Foot)	EACH	2	\$9,510.00	\$19,020.00

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
604-19205	Inlet Type R L 10 (5 Foot)	EACH	4	\$14,075.00	\$56,300.00
604-30010	Manhole Slab Base (10 Foot)	EACH	3	\$7,035.00	\$21,105.00
608-00006	Concrete Sidewalk (6")	SY	2,225	\$68.00	\$151,300.00
608-00010	Concrete Curb Ramp	SY	125	\$176.00	\$22,000.00
608-00015	Detectable Warnings	SF	264	\$106.00	\$27,984.00
609-21031	Curb and Gutter Type VC1	LF	3,108	\$32.70	\$101,631.60
609-21032	Curb and Gutter Type VC2	LF	3,123	\$32.70	\$102,122.10
609-21033	Curb and Gutter Type MS2	LF	280	\$68.00	\$19,040.00
610-00027	Colored Concrete Shy Strip (6")	SY	612	\$105.00	\$64,260.00
610-00028	Patterned Concrete (4")	SY	266	\$110.00	\$29,260.00
610-00052	Landscape Cover Material (Stone) (3"-6" River Rock (No planting))	CY	497	\$195.00	\$96,915.00
610-00053	Landscape Cover Material (Stone) (1"-2" Cobble (No planting))	CY	226	\$182.00	\$41,132.00
613-00200	2" Non-Metallic Conduit (Sch. 40)	LF	1,660	\$50.00	\$83,000.00
613-00300	3" Non-Metallic Conduit (Sch. 40)	LF	330	\$50.00	\$16,500.00
613-07000	Pull Box	EACH	16	\$2,015.00	\$32,240.00
614-00011	Sign Panel (Class I)	SF	72	\$30.00	\$2,160.00
614-00012	Sign Panel (Class II)	SF	280	\$35.00	\$9,800.00
614-00218	Steel Sign Post (2.25x2.25 Inch Tubing)	LF	598	\$25.00	\$14,950.00
614-80003	Rectangular Rapid Flashing Beacon	EACH	6	\$5,550.00	\$33,300.00
619-50320	4" Plastic Pipe	LF	203	\$33.00	\$6,699.00
619-50322	4" Fittings	EACH	4	\$190.00	\$760.00
619-50960	12" Plastic Pipe (PVC Waterline)	LF	40	\$510.00	\$20,400.00
619-50963	12" 45° Bend	EACH	8	\$1,800.00	\$14,400.00
619-06160	16" Ductile Iron Pipe	LF	528	\$230.00	\$121,440.00
619-06162	16" 45° Bend	EACH	8	\$3,900.00	\$31,200.00

<b>ITEM NO</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>TOTAL</b>
623-00001	Irrigation System Restoration	EACH	2	\$4,425.00	\$8,850.00
625-00000	Construction Surveying	LS	1	\$50,000.00	\$50,000.00
626-00000	Mobilization	LS	1	\$279,850.00	\$279,850.00
627-00003	Thermoplastic Pavement Marking (Inlaid)	SF	104	\$22.15	\$2,303.60
627-00011	Pavement Marking Paint (Waterborne)	GAL	20	\$150.00	\$3,000.00
627-30205	Thermoplastic Pavement Marking (Word-Symbol)	SF	443	\$24.25	\$10,742.75
627-30210	Thermoplastic Pavement Marking (Xwalk-Stopline)	SF	452	\$16.10	\$7,277.20
630-00000	Traffic Control	LS	1	\$51,500.00	\$51,500.00
700-70005	Force Account TESC Permit	FA	1	\$3,000.00	\$3,000.00
700-70010	Force Account Minor Contract Revisions	FA	1	\$300,000.00	\$300,000.00
720-99999	Materials Sampling & Testing	LS	1	\$29,000.00	\$29,000.00

**TOTAL PROJECT COST: \$3,337,813.80**

**TOTAL PROJECT COST IN WORDS:**

Three Million Three Hundred Thirty-Seven Thousand Eight Hundred Thirteen Dollars and Eighty Cents

**Note: For project "TOTAL PROJECT COST" to be considered, all individual bid schedule costs must be completed.**

**Note: Lowest bid will be based on the lowest "TOTAL PROJECT COST".**





## **ATTACHMENT A**

Project Name	Owner Phone Number	Contract Amount	Current Scheduled Completion Date
1-25 GAP Monument to Castle Rock CM/GC	CDOT John Gregory 303-809-0658	\$ 340,946,120.00	November 2022
1-25 North: Johnstown to Fort Collins Design Build Kraemer/IHC 50/50 N	CDOT Chris Boespflug 970-350-2322	\$ 483,694,866.00	January 2024
BRIDGES,DENVER(BROADWAY STATION METRO DISTRICT)	Broadway Station Metro District Tom Berger 720-971-1708	\$ 13,214,849.00	January 2024
POWERS & RESEARCH INTERCHANGE,CO SPRINGS	CDOT Yun Sun 719-659-7459	\$ 27,658,153.00	December 2022
I-70 NOISE WALL REPLACEMENT,DENVER	CDOT Steven Sherman 303-512-5986	\$ 3,998,732.00	November 2022
I-70 BRIDGES OVER 32ND AVE,WHEATRIDGE	CDOT Kevin Brown - (720) 497-6976	\$ 9,358,276.00	November 2023
MEADOWS FILING 19 COI ACCESS ROAD(CASTLE ROCK DEVELOPMENT COMPANY)	Castle Rock Development Company RC Hanisch 303-548-2944	\$ 7,379,112.00	December 2022
SIGN STRUCTURE REPLACEMENT,WHEATRIDGE	CDOT Benjamin Kiene 303-512-4025	\$ 1,156,804.00	December 2022
TITAN RD/US 85 NB ON-RAMP,LITTLETON(DOUGLAS COUNTY)	Douglas County, Public Works Eng. Brolin Bundy, Project Manager 303-660-7490	\$ 1,019,999.00	November 2022
DOTI CN BIKE FACILITIES-SCH A,(CITY/COUNTY OF DENVER)	City and County of Denver	\$ 5,765,031.00	August 2023
US HWY 85 WIDENING,HIGHLANDS RANCH(DOUGLAS COUNTY)	Douglas County, Public Works Eng. Neil Sarno, Project Engineer 303-660-7490	\$ 101,284,008.00	September 2025
SOUTH PEDESTRIAN BRIDGE,DENVER(BROADWAY METRO DISTRICT)	Broadway Station Metro District Tom Berger 720-971-1708	\$ 12,142,829.00	February 2024



## **ATTACHMENT B**

# Tim Maloney, Senior Vice President

## Years of Experience

32 Years

## Education

BS in Civil Engineering –  
University of Notre Dame

## Professional Affiliations

- Colorado Contractors Association (CCA) President, 2018
- CCA Board of Directors, 2012-2019
- CDOT/CCA Innovative Contracting Advisory, Committee Member

Tim has provided senior oversight and overall responsibility for Kraemer's 25 CMGC projects in the Mountain West Region. In addition, Tim led the pursuit, preconstruction, and final negotiations for each estimate. He provided executive oversight of all construction phases for Kraemer's successful completion of over \$1.5B in alternative delivery projects.

## Relevant Experience

**CDOT I-25 North Design-Build, Johnstown to Fort Collins, CO - \$479M. Executive Sponsor.** Tim is on the Senior Leadership Team, supporting the team in constructing 14 miles of express lanes to increase I-25's capacity in both directions from Johnstown to Fort Collins. Managing traffic and avoiding public impacts along this busy corridor has been key to completing over 85 percent of the original contract value and over 60 percent of the total new contract scope. In his role, Tim has worked closely with the project team to ensure milestones are met, such as design reviews, estimating reviews, and risk reviews.

**CDOT I-25 South Gap CMGC, Castle Rock to Monument, CO - \$334M. Executive Sponsor.** Tim provides executive oversight and CMGC process support for Kraemer on

this CMGC project involving the widening of 18 miles on I-25 from Castle Rock to Monument, CO. Opening the third lane one year early, the project focused on providing major safety improvements to the corridor, including wider shoulders, five wildlife crossings, truck climbing lanes, and reconstruction of four substandard interchanges. In his role, Tim provides leadership and oversight of the CMGC process, including design reviews, risk workshops, and estimating milestone reviews.

**CDOT I-70 Twin Tunnels Widening CMGC, Idaho Springs, CO - \$110M. CMGC Process Manager and Executive Sponsor.** Tim was the CMGC Process Manager and Executive Sponsor for the Twin Tunnels Expansion CMGC. In his role, Tim oversaw the team through the preconstruction phase, including all estimate milestone reviews, risk workshops, and design reviews. Tim was closely engaged with the project to ensure CMGC best practices were leveraged to benefit the project, including innovations matrix, price progression log, and risk matrix development. Tim remained involved in the project through the completion of construction, providing off-site senior leadership. In addition, Tim interfaced with CDOT regularly throughout all project phases to ensure the team's full resources were utilized to achieve project goals.

Tim has provided executive oversight and leadership to the CMGC process on each of the following projects:

- BSMD Broadway Station Redevelopment CMGC, Denver, CO – \$30M
- CDOT Highway 36 Emergency Repair CMGC, Westminster, CO – \$15M
- CDOT MP 211 CMGC Structure Replacement, Summit County, CO – \$11.5M
- E-470 Public Highway Authority Widening CMGC, Parker/Aurora, CO – \$160M
- City of Sheridan Bond Improvements Program CMGC, Sheridan, CO – \$31M
- City of Golden US 6 & 19th Street CMGC, Golden, CO – \$23M
- Sand Creek Metropolitan District Central Park Boulevard Widening, CMGC, Denver, CO - \$7M
- UDOT SR 12 Tunnel Rehabilitation CMGC, Bryce, UT – \$1M
- UDOT Utah Valley University Pedestrian Bridge CMGC, Orem, UT – \$22M
- CDOT I-70 Vail Underpass CMGC, Vail, CO – \$18.2M
- CDOT I-70 Spur Road Phase 2 CMGC, Edwards CO – \$17M
- CDOT I-70 Dotsero Frontage Road Bridge Replacement CMGC, Dotsero, CO – \$6M
- CDOT I-70 Twin Tunnels Widening CMGC, Idaho Springs, CO – \$110M
- North Meadows Extension CMGC, US 85 to I-25, Castle Rock, CO – \$65M
- Academy over Cottonwood Creek CMGC, CO Springs, CO – \$7M
- RTD FasTracks West Corridor CMGC, Denver Metro Area, CO – \$35M

Quality. Safety. Excellence.



# Eric J. Baumgardt

Assistant Secretary

## Experience Summary

35 years of construction experience

- **Kraemer, 33 years**  
*Senior Estimator*  
(2007 – Present)  
*Senior Project Manager – Special Projects*  
(2002 – 2005)  
*Colorado Regional Manager* (2001 – 2002)  
*Colorado Operations Manager* (1998 – 2001)  
*Project Manager*  
(1987 – 1998)  
*Estimator* (1986)  
*Project Foreman*  
(1984 – 1985)  
*Laborer* (1979 – 1983)
- **Dream Builders & Architectural Design, LLC, 2 years**  
*Owner* (2005 – 2007)

## Education

Studied Civil Engineering,  
University of Wisconsin,  
Madison

Eric Baumgardt serves as Kraemer's Mountain West Region senior estimator and provides cost estimating for design-build and CMGC projects in the mountain west and other Kraemer regions. Eric provides support in all phases of cost estimating, constructability reviews, value engineering, and procurement. His long tenure, local knowledge base, strong relationships with local suppliers and subcontractors, and vast construction experience on numerous complex interstate projects provides a wealth of knowledge to CDOT and other mountain west municipalities and agencies.

## Relevant Experience

- **CDOT Twin Tunnels Expansion CMGC – \$109.8M.**  
Preconstruction services and cost and constructability assessments to refine the project design. Multiple CAP packages to take advantage of schedule, long-lead items, available ROW, and early design completion.
- **North Meadows Extension CMGC, US 85 to I-25, Castle Rock, CO – \$65M.** Extension of North Meadows Drive to US 85 and I-25. Project includes nine bridges totaling 250,000 square feet of bridge deck, an elevated SPUI interchange for US 85, and a new divided arterial road that connects to a new I-25 diamond loop interchange.
- **CDOT US 6 Design-Build, Denver Metro Area, CO – \$98M.** Reconstruction of a major interchange and bottleneck on I-25 and US 6 in the heart of Denver, CO. Project is on track to be completed 11 months earlier than CDOT's required completion date. Additional scope provided through the incorporation of all requested AREs (14 total). Added a unique ACC to increase the design speed, reduce the structure, and improve weave.
- **CDOT C-470/Santa Fe Flyover Design-Build (Bridge Only), Littleton, CO – \$17M.** Urban interchange reconstruction that included a 12-span flyover bridge performed under CDOT's alternative bridge design specification (design-build). The project required construction while maintaining traffic for over 102,000 vehicles daily on both C-470 and US 85.
- **RTD FasTracks West Corridor CMGC, Denver Metro Area, CO – \$35M.** Preconstruction services and construction of eight bridges for RTD's LRT line running from Denver to Golden, CO along US 6. Included the use of SPMTs to install the 6<sup>th</sup> Avenue steel arch and the Indiana Street flyover bridges.



## Mike McNish, PE

### Years of Experience

19 Years

### Education

B.S., Civil Engineering,  
Colorado School of Mines

### Registrations

Professional Engineer, CO

Mike has extensive preconstruction and construction experience on complex alternate delivery corridor programs. He is well-versed in providing valuable insight during design, leading technical working groups, constructability reviews, traffic phasing, and estimating. As Project Director on the I-25 South Gap CMGC, Mike led the design package development, third-party funding tracking, tolling and testing integration, and overall management of one of CDOT's most high-profile corridors in the state. In addition, he developed a plan to meet CDOT's budget with multiple funding sources on four separate construction packages.

### Relevant Experience

**CDOT I-25 South Gap CMGC, Castle Rock to Monument, CO - \$334M. Project Director.**

Mike is the Project Director focused on providing significant safety and mobility improvements to the corridor, including wider shoulders, five wildlife crossings, truck climbing lanes, and four substandard interchanges. He supported the coordination of multi-agency reviews to meet the aggressive delivery schedule for the project. Throughout preconstruction, Mike led the efforts to develop phasing and traffic control plans that would minimize impacts to the traveling public, which led to Kraemer opening the entire configuration in Dec. 2021, one year ahead of the contract schedule. The project includes adding an express toll lane in each direction, major drainage improvements throughout the corridor, significant earthwork with importing select embankment for roadway subgrade,

**CDOT I-25 Arapahoe Road Interchange CMGC, Denver, CO – \$50M. Project Manager.** Mike was the Project Manager for the interchange reconstruction at I-25 and Arapahoe Road. This multi-phase project replaced the I-25 bridge over Arapahoe Road and widened Arapahoe Road. The interchange provides access to businesses, private homes, and RTD light rail. He was instrumental in leading constructability reviews with CDOT and the designer during preconstruction and developing traffic phasing concepts that maintained multimodal mobility. Mike developed construction sequences that allowed for efficient construction during continued ROW acquisition, minimizing impacts and risk to the project.

**E-470 Widening from Cherry Creek to Quincy Avenue CMGC, Denver, CO – \$78M Project Manager.** Mike led preconstruction efforts to add a third lane in both directions on an eight-mile section of the 75-mph tollway. He managed the CMGC process, including risk analysis, constructability reviews, and innovations that allowed the increased scope to be constructed within the Authority's fixed construction cost limit. The scope also included widening nine bridges to the ultimate four-lane configuration. In addition, Mike developed early construction packages for bridge work and earthwork to increase paving efficiency in the warmer months, reducing impacts to the public and optimizing the budget.

**City of Golden US 6 and 19th Street Interchange CMGC, Golden, CO – \$23M. Project Sponsor** Mike served as the Project Sponsor overseeing the construction of the grade-separated intersection at US 6 and 19<sup>th</sup> Street. Because the team used innovative approaches to phased ramp construction, all pedestrian, bicycle, and traffic movements were open during construction without significant closures. Mike worked with the City and the designer during preconstruction to develop design alternatives and construction phasing to complete the work within the City's budget and schedule and optimized the scope to enhance the shared use of the facility.

**Town of Castle Rock North Meadows Extension CMGC, Castle Rock, CO – \$65M. Project Manager.** Mike was the Project Manager for nine bridges totaling 250,000 square feet of the bridge deck, an elevated SPUI interchange, and a new divided arterial road that connects to a new I-25 diamond loop interchange. He provided value engineering input for bridge construction and cost-saving ideas to haul and dispose of excess earthwork during preconstruction. In addition, he partnered with the designer to develop traffic and construction phasing plans that limited impacts to US 85, I-25, and the

BNSF and UP railroads. As a result, there were no reductions in laneage on I-25 throughout construction., there were no reductions in laneage on I-25 throughout construction.

**CDOT I-70 Eagle Interchange CMGC, Eagle, CO. Project Manager.** Mike managed this CMGC project that included the redevelopment of the I-70 Eagle Interchange to concrete paved roundabouts with cast-in-place retaining walls, a bridge widening, and a new pedestrian bridge. As Project Manager, successfully developed phasing plans, opinion of probable cost estimates, value engineering proposals, risk mitigation, project schedule, and coordination with CDOT and the designer. Successfully transitioned to construction and helped complete the first milestone three weeks ahead of schedule. *\*previous employer*

**CDOT Larimer County Flood Repairs, CO. Project Manager.** Mike worked directly with Larimer County as Project Manager to reconstruct five bridges damaged from the historic 2013 floods. The repair projects included 12-hour closures of each bridge to replace the superstructure and reopen it to traffic. Assisted in developing bridge designs and temporary bridges to restore access to homeowners, negotiated construction prices, and developed the reconstruction schedule. *\*previous employer*



**Total Years Experience:** 13

**Years with Kraemer:** 4

**Education:** BS, Construction Management, Colorado State University

**References:**

1. John Gregory, PE  
Resident Engineer  
CDOT R1  
303-809-0658
2. Don Garcia, PE  
Senior Project Manager  
Wilson & Company  
719-252-2525

**Experience Working with Other Team Members:**

I-25 South Gap: McNish, Baumgardt, Trujillo, Maloney

## Tier I: Project Manager

### Mike Blasi

Mike's expertise includes developing innovations to reduce costs through scope and work sequence innovations on interchange and alternative delivery projects. Since 2018, Mike has led the I-25 South Gap project to early completion while coordinating all work closely with local first responders and other stakeholders. As part of his approach to maximize scope and minimize impacts to the traveling public, he worked with the design team to sequence work activities that reconstructed four major interchanges on I-25 and 18 miles of highway widening that opened fully to traffic a year ahead of schedule.

### Project Experience

#### **CDOT I-25 South Gap CMGC, Castle Rock to Monument, CO – \$334M. Project Manager.**

In addition to extensive stakeholder coordination and management of project phasing, Mike successfully managed the process to obtain eight railroad permits for UPRR and BNSF. The project includes adding an express toll lane in each direction, major drainage improvements throughout the corridor, significant earthwork with importing select embankment for roadway subgrade, more than three miles of retaining walls, and 800,000 tons of asphalt.

#### **CDOT I-25 Bridges over Ilex Design-Build, Pueblo, CO – \$78M. Project Manager.\***

Mike was responsible for all aspects of the project including design management, budget, and schedule. In addition, he worked with the design team and UPRR to develop and implement a pedestrian trail realignment. This project replaced a 50-year-old highway segment consisting of two outdated bridges and interchange ramps, which improved mobility through the City of Pueblo to meet existing and future travel demands.

#### **CDOT I-70 Eagle Interchange CMGC, Eagle, CO – \$15M. Project Manager.\***

Mike managed complex phasing and construction of two bridge rehabilitations, a new pedestrian bridge over I-70, five roundabouts, seven retaining walls, and high quality architectural finishes and landscaping. This was accomplished by collaboratively working with stakeholders including the Town of Eagle, and local businesses to minimize impacts to residents and business owners throughout construction. This project received the CDOT/CCA Project Management Award for completion of successful CMGC Project in the over \$10M category.

#### **Gerald Desmond Bridge Replacement, Long Beach, CA – \$1.56B. Project Engineer.\***

Mike worked with the designer to develop MOT plans for detours and temporary roadway in addition to planning and implementing traffic control for temporary closures. This bridge is a link between the two largest ports in the United States: the Port of Long Beach and the Port of Los Angeles. The project included replacement of an obsolete five-lane structure constructed in 1968 with a state-of-the-art, six-lane bridge that accommodates increased traffic, provides emergency lanes in both directions, improves safety, and reduces delays.

*\*Experience with previous firm.*







**EXHIBIT 2**

**CONTRACTOR'S CERTIFICATE OF INSURANCE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/1/2023 11/21/2022

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.

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.

Table with PRODUCER (Lockton Companies), INSURED (KRAEMER NORTH AMERICA, LLC), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, and INSURER(S) AFFORDING COVERAGE (Zurich American Insurance Company).

COVERAGES CERTIFICATE NUMBER: 19134798 REVISION NUMBER: XXXXXXXX

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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) KRAEMER JOB #062218 CRYSTAL VALLEY PKWY & PLUM CREEK BLVD ROUNDABOUT. TOWN OF CASTLE ROCK, ITS OFFICERS, OR ITS EMPLOYEES ARE ADDITIONAL INSURED...

CERTIFICATE HOLDER

CANCELLATION

Table with CERTIFICATE HOLDER (19134798, TOWN OF CASTLE ROCK, 100 N. WILCOX ST, CASTLE ROCK CO 80104) and 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: Joseph M. Agnello)



### EXHIBIT 3

#### TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Timothy J. Maloney, an authorized representative of Kraemer North America, LLC, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

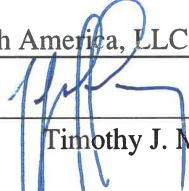
In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity's business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR/CONSULTANT/VENDOR

Kraemer North America, LLC  
 By:   
 Name Timothy J. Maloney

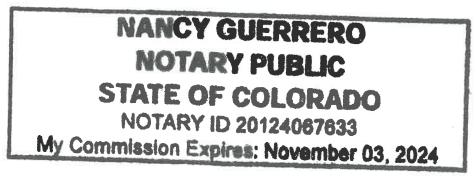
STATE OF COLORADO )  
 ) ss.  
 COUNTY OF Douglas )

The foregoing instrument as acknowledged before me this 21st day of November, 2022 by Timothy J. Maloney as Sr. Vice President of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.  
 My commission expires: 11/03/2024



Notary Public



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That Kraemer North America, LLC, 900 W. Castleton Rd., Suite 220  
Castle Rock, CO 80109 (full name and address or legal title of Contractor) \_\_\_\_\_ as

Principal, hereinafter called Contractor, and as Surety, Liberty Mutual Insurance Company, 175 Berkeley St.,  
Boston, MA 02116 (full name and address or legal title of Surety) \_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto Town of Castle Rock, 100 N. Wilcox Street, Castle Rock, CO 80104  
(full name and address or legal title of Owner) \_\_\_\_\_

as Obligee, hereinafter called Owner, in the amount of Three Million Three Hundred Thirty Seven Thousand\* \_\_\_\_\_ Dollars

(\$ 3,337,813.80) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\*Eight Hundred Thirteen and 80/100ths Dollars

WHEREAS, Contractor has by written agreement dated November 10, 2022, entered into a contract with Owner for Crystal Valley Parkway and Plum Creek Boulevard Roundabout, Project No. IFB #2022-12 / CIP22-0004 in accordance with Drawings and Specifications prepared by the Town of Castle Rock, 100 North Wilcox Street, Castle Rock, Colorado, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the contract or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or;
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 22nd day of November, 2022.

[Signature]  
\_\_\_\_\_

Witness

Assistant Secretary  
Title \_\_\_\_\_

Andre Perenishko  
\_\_\_\_\_

Witness Andre' Perenishko

Witness \_\_\_\_\_

Title \_\_\_\_\_

Kraemer North America, LLC  
\_\_\_\_\_

Principal [Signature]

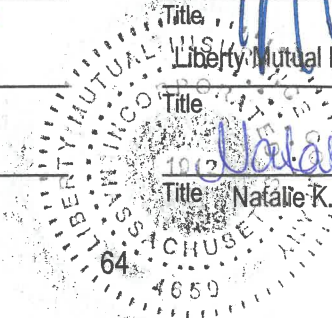
Sr. Vice President  
Title \_\_\_\_\_

Liberty Mutual Insurance Company  
Title \_\_\_\_\_

[Signature]  
\_\_\_\_\_

Witness Natalie K. Trofimoff, Attorney-in-Fact

Title \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

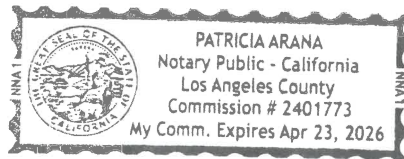
State of California )  
 ) ss  
County of Los Angeles )

On NOV 22 2022, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: *Patricia Arana*  
Patricia Arana, Notary Public

### LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: That Kraemer North America, LLC, 900 W. Castleton Rd., Suite 220  
Castle Rock, CO 80109 (full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company, 175 Berkeley St., Boston, MA 02116  
(full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Castle Rock  
(full name and address or legal title of Owner)  
100 N. Wilcox Street, Castle Rock, CO 80104

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of Three Million Three Hundred Thirty\* Dollars (\$3,337,813.80), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

\*Seven Thousand Eight Hundred Thirteen and 80/100ths Dollars  
WHEREAS, Principal has by written agreement dated November 10, 2022, entered into a contract with Owner for Crystal Valley Parkway and Plum Creek Boulevard Roundabout  
(description of project)

in accordance with Drawings and Specifications prepared by the Town of Castle Rock, 100 North Wilcox Street, Castle Rock, Colorado, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas power, light heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

- a. Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom he worked or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
- b. After the expiration of six (6) months following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof is situated, or it the United States District Court for the District in which the Project, or any part thereof, is situated, and not elsewhere.

Signed and sealed this 22nd day of November, 2022.

[Signature]  
Witness

Assistant Secretary  
Title

[Signature]  
Witness Andre' Perenishko

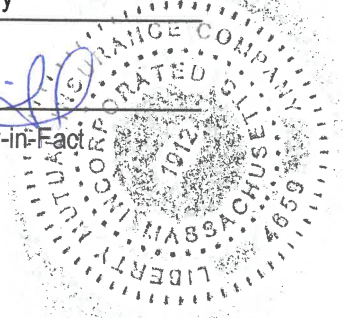
Witness

[Signature] Kraemer North America, LLC  
Principal

[Signature] Sr. Vice President  
Title

[Signature]  
Title Liberty Mutual Insurance Company

[Signature]  
Title Natalie K. Trofimoff, Attorney-in-Fact





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

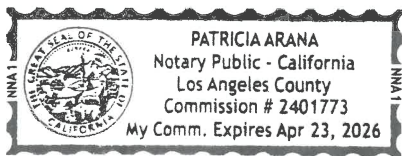
State of California )  
 ) ss  
County of Los Angeles )

On NOV 22 2022, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature: *Patricia Arana*  
Patricia Arana, Notary Public



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204962-977459

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C. K. Nakamura, E. S. Albrecht Jr., Jessica L. Rosser, Lisa L. Thornton, Maria Pena, Natalie K. Trofimoff, Noemi Quiroz, Patricia S. Arana, Tim M. Tomko

all of the city of Los Angeles state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

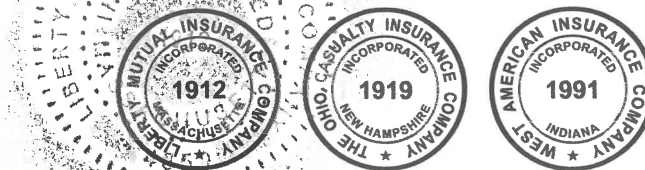
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of Nov 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.