



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Colorado Front Range Trail at Castle Rock)**

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 **NATIVE SUN MATERIALS INC., d/b/a NATIVE SUN CONSTRUCTION**, a Colorado corporation, 3107 W Colorado Ave., 312, Colorado Springs, Colorado 80904 ("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. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

Number	Date
Addendum 1	August 30, 2022
Addendum 2	September 1, 2022

7. Special Conditions of the Contract:
 - Project Substantial Completion (Friday, August 18, 2023)
 - Project Final Completion (Friday, September 15, 2023)
8. The following Specifications:
 - August 24, 2022 Invitation to Bid
 - CFRT at CR Bid Spec
 - Construction Methodology and Materials - Sept 2012
 - 4 Bid Requirements Master

9. The following Drawings/Reports:

- Approved CIP22-0005 Construction Documents
- Approved TES22-0016 TESC Plans
- Cobblestone Ranch Park_Trail Construction_4-5-2022
- Cobblestone Ranch Park_Trail Construction_TESC PLAN_4-5-2022
- CR CFRT_SUE_Hydraulics Information
- CR CFRT_SUE_Sheets
- CR CFRT_SUE_Utility Engineering Report_Phase 1_20Apr2021

- 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 \$ **6,432,852.97** ("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 by September 15, 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 \$1,000.00 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 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:

APPROVED AS TO CONTENT

Michael J. Hyman, Town Attorney

Jeff Brauer, Director of Parks and Recreation

CONTRACTOR:

NATIVE SUN MATERIALS INC., d/b/a NATIVE SUN CONSTRUCTION

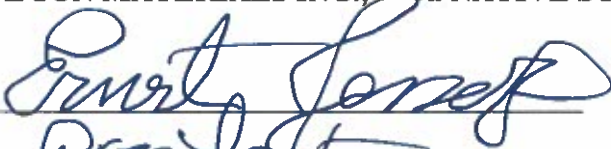
By: 
Title: President



EXHIBIT 1

CONTRACTOR'S BID

11

Colorado Front Range Trail at Castle Rock

September 14, 2022, 11:00 AM MST



Office: (719) 593-5874 Fax: (719) 593-7879

3107 West Colorado Ave. #312, Colorado Springs, CO 80904

www.nativesun.construction

**BID FORMS
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BID PROPOSAL

PROJECT: Colorado Front Range Trail at Castle Rock

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

Native Sun Construction

a Corporation incorporated in the State of Colorado

-OR-

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

-OR-

a sole proprietor, whose trade name is

in the Town of Colorado Springs, State of Colorado, 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 been 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 thirty 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. (1) One Date August 30, 2022
Addenda No. (2) Two Date September 9, 2022
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

RETURN BID TO:

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 thirty 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: Native Sun Construction

3107 W. Colorado Ave #312
ADDRESS: Colorado Springs, CO 80904

Attest: Ernest Jessop

SECRETARY: Ephraim Jessop
(if Corporation)

BY: Samuel Jeffs

TITLE: Senior Estimating Manager

DATE: 9/12/2022

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: Native Sun Construction
2. Permanent main office address: 16050 Old Denver Rd, Monument, CO 80904
3. Phone: 719-593-5874 Fax # 719-593-7879
4. Bidder's federal tax identification number 26-3609046
5. The Bidder is organized as a Corporation
6. The date the Bidder was organized in its current form: 9/11/2008
7. If a corporation, the state where it is incorporated: Colorado
8. How many years have you been engaged in the contracting business under your present firm or trade name? 14
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>Wastewater System Improvements</u>	\$: <u>3,548,098.13</u>	Completion Date: <u>2/28/2022</u>
Job: _____	\$: _____	Completion Date: _____
Job: _____	\$: _____	Completion Date: _____
Job: _____	\$: _____	Completion Date: _____
10. General character or work performed by your company: Concrete, Earthwork, Utilities, and Heavy Civil
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:
 - 335 Excavator
 - 325 Excavator
 - 950 Loader
 - D5 Dozer
 - 299 Skidsteer
 - 289 Skidsteer
 - 305 Mini Excavator
 - 308 Mini Excavator

14. Experience in construction work similar in contract price to this project:

- a Job/\$ Baseline & Foothills Trunk Sewer Line Replacement / \$5,269,019.83
Contact Name/Phone Chris Olson 303-441-3293
- b Job/\$ 64th Ave - E470 Water Line / \$2,247,809.34
Contact Name/Phone Ted L. Laudick 303-638-9553
- c Job/\$ Beckers Lane Bridge Replacement / \$2,141,168.98
Contact Name/Phone Dole Grebenik 719-685-5481

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

16. Bonding Limit: \$ 20M Aggregate \$10M Single Occurrence

17. Bonding Company: Atlantic Specialty Insurance Company Phone # 801-937-6700
Address: 6550 S. Millrock Dr. STE 300
Salt Lake City, UT 84121

18. Bank Reference(s): Ryan Reardon - (719) 357-7379

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

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: Native Sun Construction
3107 W. Colorado Ave #312
ADDRESS: Colorado Springs, CO 80904

BY: Samuel Jeffs 
ITS: Senior Estimating Manager
Title

Attest:

SECRETARY: Ephraim Jessop
(if Corporation)

DATE: 9/12/2022

BIDDER'S OFFICIALS DATA

Bidder's name Native Sun Construction

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 Ernest Jessop

Title President

Home address 3107 W. Colorado Ave #312

Town, State, Zip Colorado Springs, CO 80904

Other companies with whom this person has been affiliated in last 10 years None

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

Name Ephraim Jessop

Title Vice President

Home address 15667 Old Post Dr.

Town, State, Zip Monument, CO 80132

Other companies with whom this person has been affiliated in last 10 years None

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

Name Joseph Jessop

Title Part Owner

Home address 11385 Peoria St.

Town, State, Zip Henderson, CO 80640

Other companies with whom this person has been affiliated in last 10 years None

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

Native Sun Construction, Inc.; 3107 W. Colorado Ave., Ste. 312, Colorado Springs, CO 80904

(insert the full name and address or legal title of the Contractor) as Principal,
and, Atlantic Specialty Insurance Company, 6550 S. Millrock Dr., #300, Salt Lake City, UT 84121

(insert the legal title of the Surety)

as Surety, a corporation organized under the laws of the State of and authorized to transact business in the State of Colorado, with a general office

at 606 Hwy. 169 N., Ste. 800, Plymouth, MN 55441

are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee,

in the amount of Five Percent (5%) of Amount of 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 September 14, 2022,

for construction of the named project.

Project: New Trail through Town of Castle Rock.

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 Principal's 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 14th day of September, 2022

WITNESS



PRINCIPAL Native Sun Construction, Inc.

By its President

BY:



WITNESS



SURETY Atlantic Specialty Insurance Company

TITLE

BY:



Its Attorney-in-fact, J. Michele Burraston

I, *See attached acknowledgements, certify that I am the _____ (title) of the Corporation named as Surety, that, _____ who signed the bond on behalf of the Principal, was then _____ (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: _____

Title: _____

PRINCIPAL ACKNOWLEDGEMENT

State of Colorado)

County of El Paso)
§

I, Natalie Pierce, certify that, Ernest Jessop
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: Ernest Jessop (Principal)

Natalie Pierce
Notary Public

NATALIE PIERCE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164047145
MY COMMISSION EXPIRES DECEMBER 13, 2024

SURETY ACKNOWLEDGEMENT

State of Utah)
 §
County of Salt Lake)

On this 14th day of September, 2022, personally appeared before me J. Michele Burraston, who being by me duly sworn/affirmed, did say that he/she is the attorney-in-fact of Atlantic Specialty Insurance Company, and that said instrument was signed on behalf of said Atlantic Specialty Insurance Company acknowledged to me that he/she as such attorney-in-fact executed the same.


J. Michele Burraston, Attorney-in-Fact


Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Chris Lund, Terry H. Buckner, Julie B. Martindale, Rayne Harris, Fiona McPeak, Cindy Sheppick, J. Michele Burraston, Michael H. Gale, Blake Nilsson, C. Brett Nilsson, Andrew Rendon, Michael Gonzales, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

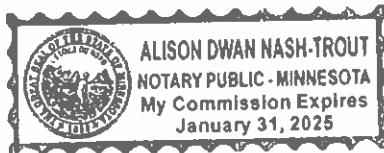
STATE OF MINNESOTA
HENNEPIN COUNTY



By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 14th day of September, 2022

This Power of Attorney expires
January 31, 2025




Kara Barrow, Secretary

State of Colorado)
County of El Paso) ss

(Insert name)

- (SEAL)

SUBCONTRACTORS AND RELATED DATA

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

Firm Name: Smith Environmental & Engineering
Address: 250 Perry Lane, Dacono, CO 80514
Proposed work and percentage of total work to be assigned: Erosion Control
Percentage 5.2 %

Firm Name: Slaton Brothers, Inc
Address: 3033 South Parker Road, Suite #1150, Aurora, Colorado 80014
Proposed work and percentage of total work to be assigned: Retaining Walls
Percentage 9.8 %

Firm Name: Baerren Concrete Construction Company
Address: 9321 West Hialeah Place, Littleton, CO 80123
Proposed work and percentage of total work to be assigned: Soil Nail Walls
Percentage 8.3 %

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

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

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

Total Percentage 23.3 %
(Not to Exceed 70%)

PROJECT NAME: Colorado Front Range Trail at Castle Rock
LOCATION OF PROJECT: Town of Castle Rock

Bid Tab

Item		Unit	Quantity	Unit Cost	Extended Cost
			Total		
201-00001	Clearing and Grubbing	ACRE	15.2	\$9,967.39	\$151,903.02
202-00027	Removal of Riprap	SY	58.0	\$14.40	\$835.20
202-00200	Removal of Sidewalk	SY	133.0	\$9.77	\$1,299.41
202-00203	Removal of Curb and Gutter	LF	38.0	\$3.80	\$144.40
202-00210	Removal of Concrete Pavement	SY	15.0	\$19.55	\$293.25
202-00220	Removal of Asphalt Mat	SY	54.0	\$26.75	\$1,444.50
202-01000	Removal of Fence	LF	195.0	\$10.80	\$2,106.00
203-00000	Unclassified Excavation	CY	4777.0	\$12.96	\$61,909.92
203-00060	Embankment Material (Complete in Place)	CY	946.0	\$47.48	\$44,916.08
207-00700	Topsoil (Onsite)	CY	8405.0	\$15.12	\$127,083.60
207-00704	Subgrade Soil Preparation	SY	51026.0	\$2.70	\$137,770.20
208-00023	Erosion Log Type 3 (12 Inch)	LF	19317.0	\$5.23	\$101,027.91
208-00035	Aggregate Bag	LF	12.0	\$7.41	\$88.92
208-00036	Aggregate Bag (Special)	LF	130.0	\$44.33	\$5,762.90
208-00041	Rock Check Dam	EACH	6.0	\$5,159.70	\$30,958.20
208-00045	Concrete Washout Structure	EACH	6.0	\$6,438.53	\$38,631.18
208-00053	Storm Drain Inlet Protection (Type I) (84 Inch)	EACH	12.0	\$178.39	\$2,140.68
208-00055	Rigid Inlet Protection Device	EACH	7.0	\$761.43	\$5,330.01
208-00070	Vehicle Tracking Pad	EACH	6.0	\$4,752.00	\$28,512.00
208-00521	Temporary Stream Crossing	EACH	1.0	\$5,400.00	\$5,400.00
210-00810	Reset Ground Sign	EACH	1.0	\$444.96	\$444.96
210-04010	Adjust Manhole	EACH	9.0	\$4,376.16	\$39,385.44
211-03005	Dewatering	LS	3.0	\$16,200.00	\$48,600.00
212-00706	Seeding (Native) Drill	ACRE	10.4	\$1,909.53	\$19,859.11
213-00004	Mulching (Weed Free Straw)	ACRE	3.2	\$1,705.60	\$5,457.92
213-00061	Mulch Tackifier	LB	638.0	\$2.39	\$1,524.82
216-00037	Soil Retention Blanket (Coconut)	SY	33340.0	\$3.91	\$130,359.40
304-08000	Aggregate Base Course (Shoulder Material)	TON	25.5	\$45.13	\$1,152.94
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	SY	54.0	\$188.70	\$10,189.80
412-00000	Concrete Pad (6 Inch)	EACH	8.0	\$684.29	\$5,474.32
412-00400	Concrete Pavement (4 Inch)	SY	211.0	\$63.90	\$13,482.90
412-00600	Concrete Pavement (6 Inch)	SY	18583.0	\$67.07	\$1,246,361.81
412-00815	Concrete Pavement (8 Inch) (Reinforced)	SY	1367.0	\$148.00	\$202,316.00
506-00005	Riprap	SY	71.0	\$147.47	\$10,470.37
	Rip Rap (Type M)	CY	147.0	\$222.85	\$32,758.95
506-00212	Riprap (12 Inch)	CY	94.0	\$245.01	\$23,030.94
506-00218	Riprap (18 Inch)	CY	750.0	\$128.95	\$96,712.50
514-00042	Pedestrian Railing (42 Inch)	LF	155.0	\$486.00	\$75,330.00
601-01000	Concrete Class B	CY	23.0	\$1,091.45	\$25,103.35
601-01050	Concrete Class B (Headwall)	CY	14.1	\$1,161.11	\$16,371.65
603-01185	18 Inch Reinforced Concrete Pipe (Complete in Place)	LF	187.0	\$140.71	\$26,312.77
603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place)	LF	136.0	\$171.96	\$23,386.56
603-01365	36 Inch Reinforced Concrete Pipe (Complete in Place)	LF	220.0	\$234.41	\$51,570.20
603-01605	60 Inch Reinforced Concrete Pipe (Complete in Place)	LF	112.0	\$459.86	\$51,504.32
603-05018	18 Inch Reinforced Concrete End Section	EACH	8.0	\$3,136.32	\$25,090.56
603-05024	24 Inch Reinforced Concrete End Section	EACH	3.0	\$3,822.12	\$11,466.36
603-05036	36 Inch Reinforced Concrete End Section	EACH	4.0	\$4,886.57	\$19,546.28
603-05060	60 Inch Reinforced Concrete End Section	EACH	2.0	\$6,689.09	\$13,378.18
604-00305	Inlet Type C (5 Foot)	EACH	4.0	\$6,416.06	\$25,664.24
	Chainlink Fencing (96 inch)	LF	230.0	\$48.60	\$11,178.00
607-11525	Fence (Plastic)	LF	398.0	\$4.59	\$1,826.82
607-11530	Fence (Special)	LF	6861.0	\$4.59	\$31,491.99
604-00505	Inlet Type D (5 Foot)	EACH	1.0	\$8,352.29	\$8,352.29
607-01055	Fence Wire With Treated Wooden Posts	LF	165.0	\$34.56	\$5,702.40
608-00005	Patterned Concrete (6 Inch)(Red Rumble Strip)	SY	59.0	\$165.24	\$9,749.16
608-00010	Concrete Curb Ramp	SY	91.8	\$135.44	\$12,430.38
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	130.0	\$25.60	\$3,328.00
609-24002	Gutter Type 2 (2 Foot)	LF	373.0	\$24.25	\$9,045.25
	Signage (Railroad underpass)	SF	15.0	\$45.36	\$680.40
614-00011	Sign Panel (Class I)	SF	69.0	\$45.36	\$3,129.84
614-00214	Steel Sign Post (1.75x1.75 Inch Tubing)	LF	243.0	\$24.84	\$6,036.12
614-80000	Pedestrian Flashing Beacon	EA	4.0	\$7,020.00	\$28,080.00
621-00200	Temporary Access Road	LS	1.0	\$136,412.26	\$136,412.26
623-00000	Irrigation Restoration	LS	1.0	\$35,879.76	\$35,879.76
625-00000	Construction Surveying	LS	1.0	\$144,720.00	\$144,720.00
627-00013	Pavement Marking Paint (High Build)	GAL	3.0	\$135.00	\$405.00
627-30210	Thermoplastic Pavement Marking (Xwalk-Stopline)	SF	360.0	\$14.58	\$5,248.80
630-00008	Traffic Control (Special)	LS	1.0	\$59,400.00	\$59,400.00
	Removable Bollard	EA	2.0	\$561.60	\$1,123.20

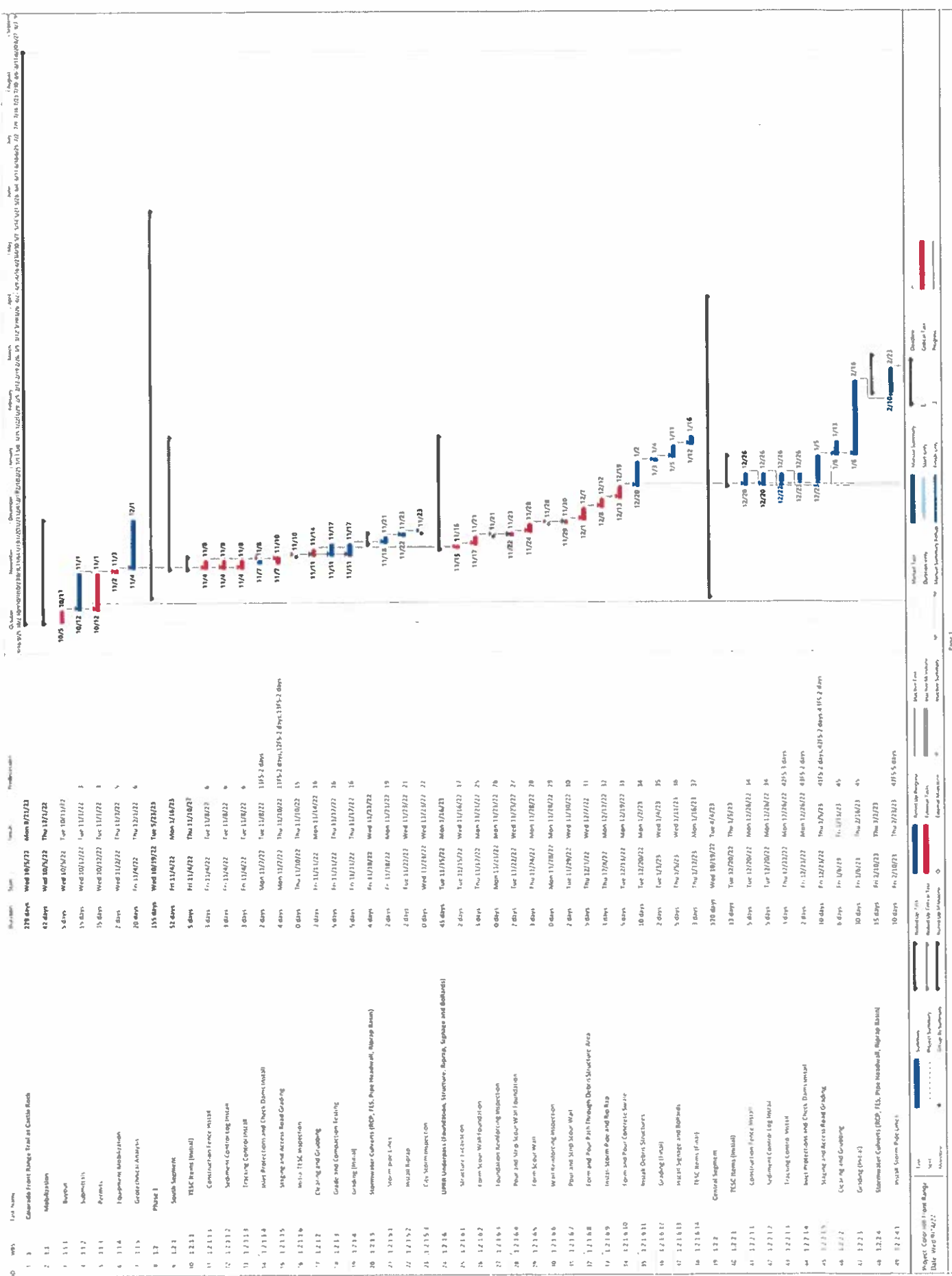
Debris Structure (8 Support Posts w/ 360 S.F. Roof Deck Area)	EA	2.0	\$17,625.60	\$35,251.20
Scour Wall & Footing	LF	82.0	\$300.53	\$24,643.46
Pedestrian Bridge A - 512+36.81	LS	1.0	\$219,944.08	\$219,944.08
Pedestrian Bridge B - 612+42	LS	1.0	\$237,206.12	\$237,206.12
Low Water Crossing B - Sta 690+58	LS	1.0	\$83,270.54	\$83,270.54
Low Water Crossing C - Sta 704+56	LS	1.0	\$80,177.48	\$80,177.48
Wall 1: STA. 502+10 - 502+75	LS	1.0	\$77,040.79	\$77,040.79
Wall 2: STA. 509+80 - 511+60	LS	1.0	\$154,405.58	\$154,405.58
Wall 3: STA. 619+83 - 624+75	LS	1.0	\$397,322.77	\$397,322.77
Wall 4: STA. 627+75 - 632+25	LS	1.0	\$589,550.40	\$589,550.40
Wall 5: STA. 640+50 - 641+75	LS	1.0	\$86,843.89	\$86,843.89
Wall 6: STA. 642+75 - 644+50	LS	1.0	\$120,242.94	\$120,242.94
Wetland Retaining Walls	LS	1.0	\$94,257.70	\$94,257.70
Mobilization	LS	1.0	\$363,851.59	\$363,851.59
Material Testing (Soil and Concrete)	LS	1.0	\$44,211.96	\$44,211.96
Geotechnical Analysis (Foundations, Walls and Structures)	LS	1.0	\$27,741.96	\$27,741.96
Union Pacific Railroad Construction Fee ALLOWANCE	LS	1.0	\$50,000.00	\$50,000.00
BASE BID TOTAL				\$6,200,046.16

ADD ALTERNATE 1 (Cobblestone Ranch Trail Connection)				
Clearing and Grubbing	ACRE	1.2	\$34,154.27	\$42,351.29
Unclassified Excavation	CY	349.0	\$12.96	\$4,523.04
Earthwork Export	CY	227.0	\$19.62	\$4,453.74
Concrete Pavement (6 Inch)	SY	2225.0	\$67.07	\$149,230.75
Concrete Pavement (8 Inch) (Reinforced)	SY	23.0	\$157.85	\$3,630.55
Subgrade Soil Preparation	SY	3731.0	\$1.62	\$6,044.22
Seeding (Native) Drill	ACRE	0.8	\$2,525.01	\$1,944.26
Mulching (Weed Free Straw)	ACRE	0.7	\$2,594.82	\$1,920.17
Soil Retention Blanket (Coconut)	SY	173.0	\$3.99	\$690.27
Erosion Log Type 3 (12 Inch)	LF	2215.0	\$5.23	\$11,584.45
Vehicle Tracking Pad	EA	1.0	\$3,950.07	\$3,950.07
Concrete Washout Structure	EA	1.0	\$2,484.00	\$2,484.00
ADD ALTERNATE 1 TOTAL				\$232,806.81
TOTAL AMOUNT WITH ADD ALTERNATE				\$6,432,852.97

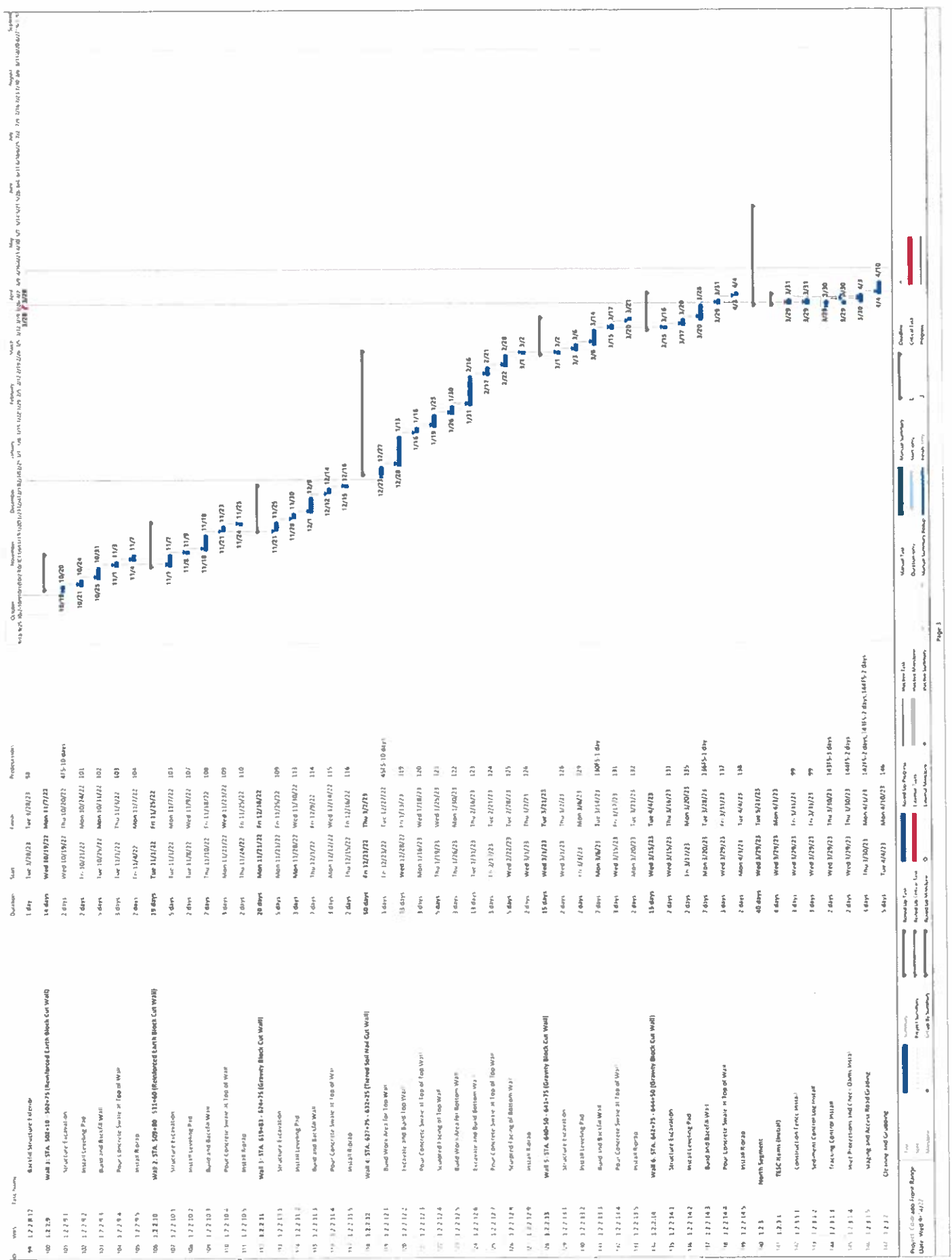
UNIT COST

Unit costs are for both ADD & DEDUCTS

	Unit	Unit Cost
CMU Block Wall (including all associated items to construct wall)	SF	\$79.23
Gravity Block Wall (including all associated items to construct wall)	SF	\$116.69
Shotcrete Wall (including all associated items to construct wall)	SF	\$85.07
Earthwork Import	CY	\$25.21



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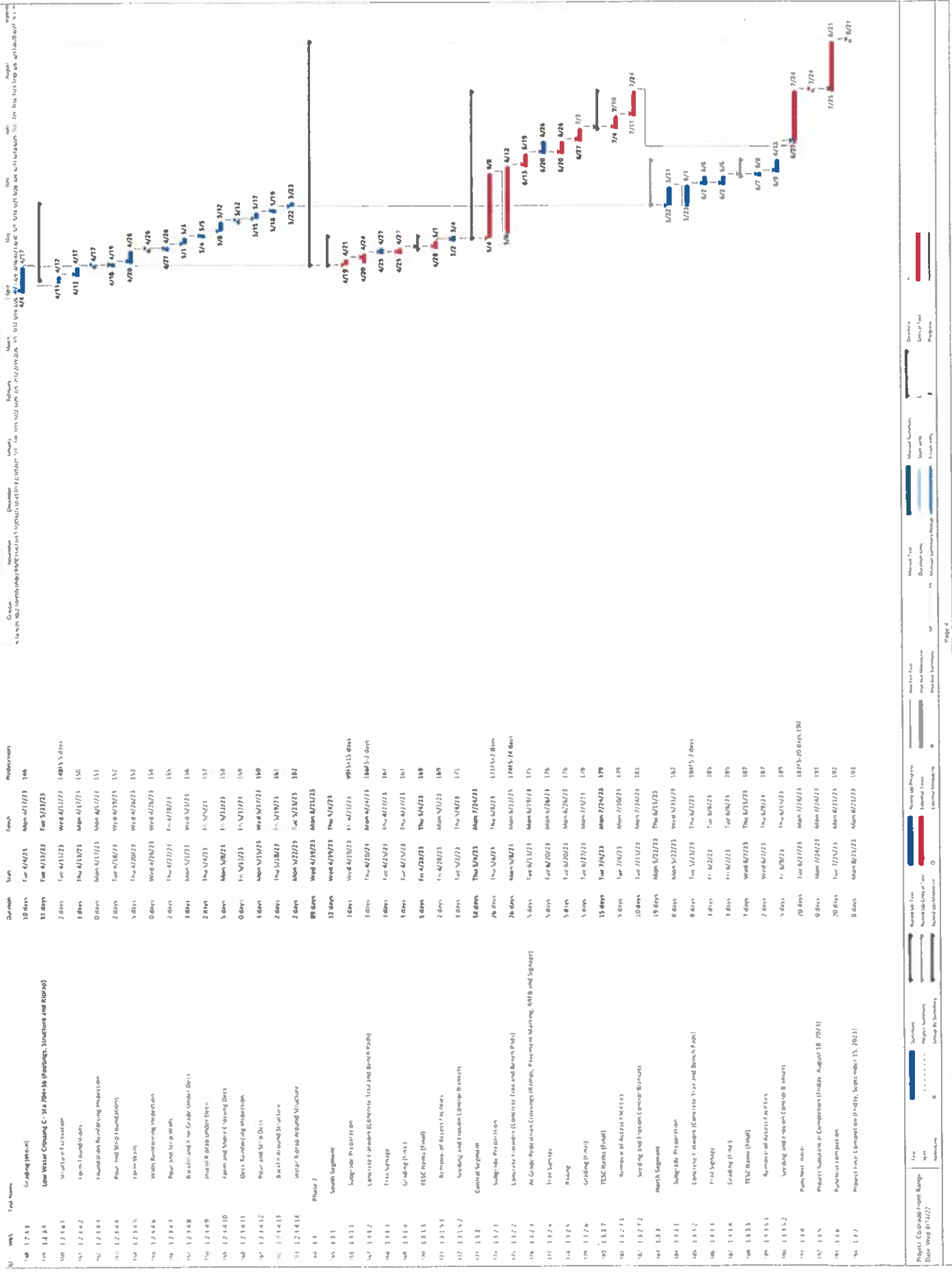


EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/27/2022

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 The Buckner Company 6550 S Millrock Suite, #300 Salt Lake City UT 84121	CONTACT NAME: Michael Gonzales PHONE (A/C, No, Ext): 801-937-6797 E-MAIL ADDRESS: mgonzales@buckner.com FAX (A/C, No): 801-365-0863	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Selective Insurance Company of America		12572
INSURER B: Pinnacol Assurance		41190
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 979664279**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S 2304746	4/26/2022	4/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
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	Y	S 2304746	4/26/2022	4/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	S 2304746	4/26/2022	4/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4236688	4/26/2022	4/26/2023	<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
A	Rented/Leased Equipment	Y		S 2304746	4/26/2022	4/26/2023	Limit 500,000

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

When applicable Certificate Holder is Additional Insured per blanket General Liability form CG7988 (01-16) on a Primary and Non-contributory Basis per form CG7300 (01-16) including Ongoing Operations and Completed Operations per form CG7988 (01-16), Auto Liability per form CA4809 (11-17). Waiver of Subrogation applies in favor of the Additional Insured(s) on the General Liability per form CG7300 (01-16), Auto Liability per form CA4809 (11-17) and on the Workers Compensation. Umbrella follows form.
RE: Colorado Front Range Trail

CERTIFICATE HOLDER**CANCELLATION**

Town of Castle Rock, a Colorado municipal corporation
100 N Wilcox Street
Castle Rock CO 80104

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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EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, Ernest Lopez authorized representative of **NATIVE SUN MATERIALS INC., d/b/a NATIVE SUN CONSTRUCTION**, 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

NATIVE SUN MATERIALS INC., d/b/a NATIVE SUN CONSTRUCTION

By: Ernest Jenson
Name

STATE OF COLORADO)
) ss.
COUNTY OF El Paso)

The foregoing instrument as acknowledged before me this 29 day of September, 2022 by Ernest Jenson as President of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires: 12/13/24

Natalie Pierce

Notary Public

