



**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
(East Plum Creek Reach 6 Stabilization Project)**

---

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 **53 CORPORATION, LLC**, a Colorado limited liability company, 5655 Peterson Road, Sedalia, Colorado 80135 ("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
1	November 22, 2022
2	November 22, 2022
3	December 9, 2022
4	December 13, 2022

7. Special Conditions of the Contract:
  - A. Town of Castle Rock Special Conditions
  - B. Standard Special Provisions
  - C. Project Special Conditions
8. The following Specifications:

- A. Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction
- B. Town of Castle Rock Construction Methodology and Materials Manual
- C. Project Technical Specifications

9. The following Drawings/Reports:

- A. Construction Plans for East Plum Creek Stabilization Project
  - B. Temporary Erosion & Sediment Control (TESC) Plans for East Plum Creek Stabilization Project
- 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 **\$1,353,246.00** ("Contract Price"), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as ***Exhibit 1***. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract within ten (10) calendar days from the date of the Notice to Proceed, and must complete work within one hundred and eighty (180) 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 \$2,500.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of

the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

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

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

With a copy to: [Legal@crgov.com](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:**

**APPROVED AS TO CONTENT:**

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

\_\_\_\_\_  
David L. Corliss, Town Manager

**CONTRACTOR:**

**53 CORPORATION, LLC**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 1**

### **CONTRACTOR'S BID**

## BID PROPOSAL

PROJECT: EAST PLUM CREEK REACH 6 STABILIZATION

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

53 CORPORATION, LLC

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 \_\_\_\_\_, 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, 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:

EMPLOYERS MUTUAL CASUALTY COMPANY  
717 MULBERRY ST. DES MOINES, IA 50309

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) 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 5.

Addenda No. <u>1</u>	Date <u>11/17/22</u>
Addenda No. <u>2</u>	Date <u>11/22/22</u>
Addenda No. <u>3</u>	Date <u>12/9/22</u>
Addenda No. <u>4</u>	Date <u>12/13/22</u>
Addenda No. <u>5</u>	Date <u>12/13/22</u>
Addenda No. _____	Date _____

RETURN BID TO: TOWN OF CASTLE ROCK  
 CASTLE ROCK WATER  
 175 Kellogg Court  
 Castle Rock, CO 80109  
 Attn: Laura Kindt

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 forty-five (45) 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: 53 CORPORATION LLC  
5655 PETERSON RD.  
 ADDRESS: SEDALIA, CO 80135

BY: [Signature]  
 TITLE: MANAGING MEMBER

DATE: 12/15/22



SECRETARY: [Signature]  
 (if corporation)



## EAST PLUM CREEK REACH 6 STABILIZATION PROJECT

## BID SCHEDULE (Addendum No. 3)

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
1	201-00001	Clearing and Grubbing	AC	5.7	\$ 3,500.00	\$ 19,950.00
2	202-00010	Removal of Tree (4" or greater)	EA	24	\$ 230.00	\$ 5,520.00
3	203-00010	Unclassified Excavation (Complete In Place)	CY	3,630	\$ 10.00	\$ 36,300.00
4	203-00210	Excavation, Export	CY	3,444	\$ 10.00	\$ 34,440.00
5	207-00205	Topsoil, Removal, Stockpile and Placement	CY	1,589	\$ 6.00	\$ 9,534.00
6	208-00002	Sediment Control Log Type 1	LF	5,696	\$ 3.00	\$ 17,088.00
7	208-00041	Reinforced Check Dam	LF	200	\$ 65.00	\$ 13,000.00
8	208-00070	Vehicle Tracking Control	EA	2	\$ 1,800.00	\$ 3,600.00
9	208-00550	Stabilized Staging Area	SY	762	\$ 4.00	\$ 3,048.00
10	208-00600	Construction Fence	LF	14,505	\$ 2.00	\$ 29,010.00
11	208-00601	Ripping, Haul Road and Staging, 18-Inch Depth	AC	3.3	\$ 300.00	\$ 990.00
12	212-00706	Seeding - Riparian/Upland (see Planting Plan)	AC	5.1	\$ 2,300.00	\$ 11,730.00
13	212-00709	Seeding - Wetland (see Planting Plan)	AC	0.2	\$ 6,800.00	\$ 1,360.00
14	213-00005	Mulching, Crimped Straw	AC	4.6	\$ 1,800.00	\$ 8,280.00
15	214-01013	Willow Stakes	EA	3,885	\$ 6.00	\$ 23,310.00
16	216-00042	Soil Retention Covering - Straw/Coconut ECB	SY	1,314	\$ 5.00	\$ 6,570.00
17	216-00043	Soil Retention Covering - Koirmat 700	SY	3,470	\$ 10.00	\$ 34,700.00
18	218-00001	Dewatering	LS	1	\$ 35,000.00	\$ 35,000.00
19	501-00200	Steel Sheet Piling (Type II), PZ-22	SF	13,930	\$ 39.00	\$ 543,270.00
20	501-00210	Steel Sheet Pile Cap	LF	188	\$ 120.00	\$ 22,560.00
21	506-00004	Soil Riprap, Type H, d50 = 18"	CY	2,030	\$ 66.00	\$ 133,980.00
22	506-00005	Longitudinal Peak Stone Toe (Riprap, Soil, 18-Inch D50)	CY	470	\$ 66.00	\$ 31,020.00
23	506-00006	Riprap, Void-Filled, 18-Inch D50	CY	2,174	\$ 77.00	\$ 167,398.00
24	506-00007	Boulders, UngROUTED, 36-Inch	EA	91	\$ 324.00	\$ 29,484.00
25	619-30160	Stream Gage Work	LS	1	\$ 5,000.00	\$ 5,000.00
26	625-00000	Construction Surveying	LS	1	\$ 14,000.00	\$ 14,000.00
27	625-60800	Utility Location Allowance	LS	1	\$ 1,000.00	\$ 1,000.00
28	626-00000	Mobilization	LS	1	\$ 34,000.00	\$ 34,000.00
29	630-10005	Traffic Control	LS	1	\$ 3,500.00	\$ 3,500.00
30		Tree: 60ci (Peachleaf Willow)	EA	6	\$ 40.00	\$ 240.00
31		Tree: Pole (Narrowleaf Cottonwood)	EA	19	\$ 140.00	\$ 2,660.00
32		Tree: B&B (2" Caliper Narrowleaf Cottonwood)	EA	6	\$ 700.00	\$ 4,200.00
33		Wetland Plugs: 10ci (see Planting Plan)	EA	4,168	\$ 3.00	\$ 12,504.00
34		Materials Testing	LS	1	\$ 5,000.00	\$ 5,000.00
35	F/A-001	Minor Contract Revisions	LS	1	\$ 50,000.00	\$ 50,000.00

GRAND TOTAL \$1,353,246.00

ONE MILLION THREE HUNDRED FIFTY THREE THOUSAND TWO HUNDRED  
 TOTAL BID IN WORDS  
 FORTY SIX DOLLARS AND ZERO CENTS.



## 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.

**MINIMUM EXPERIENCE REQUIRED:** Contractor, and subcontractor(s) if applicable, must show experience in completion of at least two (2) similar projects that include experience installing stream gages, constructing buried riffle and buried cascading boulder drop structures within the last five (5) years. A separate Bidder's Qualifications and Data Form should be provided for any subcontractor performing over 20% of the work.

1. Name of Bidder: 53 CORPORATION, LLC
2. Permanent main office address: 5655 PETERSON ROAD  
SEDALIA, CO 80135
3. Phone: 720-733-0192 Fax # 303-814-9233
4. Bidder's federal tax identification number 84-1483153
5. The Bidder is organized as a S-CORP
6. The date the Bidder was organized in its current form: 1/1/2005
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? 23 YEARS
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>BLACK SQUIRREL CREEK</u>	\$: <u>970,530.<sup>00</sup></u>	Completion Date: <u>4/30/23</u>
Job: <u>GUENOCLE DDG PARK</u>	\$: <u>4,435,335.<sup>05</sup></u>	Completion Date: <u>3/30/23</u>
Job: <u>COVY COURT</u>	\$: <u>698,530.<sup>00</sup></u>	Completion Date: <u>12/31/22</u>
Job: <u>POLICE DEPARTMENT</u> <u>- CASTLE ROCK</u>	\$: <u>226,379.<sup>33</sup></u>	Completion Date: <u>12/31/22</u>
10. General character or work performed by your company:  
GENERAL CONTRACTOR - DRAINAGEWAY IMPROVEMENTS
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? NO If so, where and why? N/A
12. Have you ever been charged liquidated damages on a contract? YES If so, where and why?  
TOWN OF CASTLE ROCK - PUBLIC WORKS  
EXCEEDED CONTRACT BY 10 DAYS
13. List your major equipment AVAILABLE FOR THIS PROJECT:  
SEE ATTACHED EQUIPMENT LIST

14. Experience in construction work similar to this project (provide specific project detail to confirm minimum required experience):

- a. Job: McMURDO GULCH - TERRAIN - TOWN OF CASTLE ROCK  
Description: CHANNEL IMP. INCLUDING GRADING, BOULDER DROP STRUCTURES  
RIPRAP BANK PROTECTION  
Contract: \$ 687,959.00 Change Order(s): \$ - 36,084.90  
Start/Completion Dates: 3/1/20 - 11/6/20  
Contact Name/Phone: DAVID VAN DELLEN - 720 733-6029
- b. Job: McMURDO GULCH PRIORITY 1 - TOWN OF CASTLE ROCK  
Description: CHANNEL IMP. INCLUDING GRADING, BOULDER DROP STRUCTURES,  
RIFFLE DROPS, RIPRAP BANK PROTECTION  
Contract: \$ 1,054,973.00 Change Order(s): \$ - 139,121.99  
Start/Completion Dates: 6/1/20 - 11/6/20  
Contact Name/Phone: DAVID VAN DELLEN - 720-733-6029
- c. Job: OMNI TRIBUTARY - PRAIRIE HAWK TO RED HAWK - TOWN OF CASTLE ROCK  
Description: CHANNEL IMPROVEMENTS - GROUTED BOULDER DROP  
STRUCTURES, SHEET PILE, RIPRAP  
Contract: \$ 1,337,740.00 Change Order(s): \$ 7,535.00  
Start/Completion Dates: 2/8/22 - 12/15/22  
Contact Name/Phone: ERIK DAM - 720-733-6044
- d. Job: S. DOUGLAS CHANNEL - CITY OF CO SPRINGS STORMWATER  
Description: CHANNEL IMP. INCLUDING EARTHWORK, RIPRAP  
GROUTED BOULDERS, SHEETPILE  
Contract: \$ 566,923.99 Change Order(s): \$ 45,486.61  
Start/Completion Dates: 11/19/21 - 5/6/22  
Contact Name/Phone: BEAU THOMPSON 805-804-7642

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

SEE ATTACHED RESUMES

16. Bonding Limit: \$ 5,000,000 EA / 8,000,000 AGGREGATE
17. Bonding Company: EMPLOYERS MUTUAL CASUALTY Phone # 515-345-2689  
Address: 717 MULBERRY ST.

DES MOINES, IA 50309

18. Bank Reference(s): INDEPENDENT FINANCIAL  
720-733-5222

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: 53 CORPORATION, LLC  
ADDRESS: 5055 PETERSON ROAD  
SEALIA, CO 80135

BY: [Signature]  
ITS: MANAGING MEMBER  
Title

Attest:

SECRETARY: [Signature]  
(if corporation)

DATE: 12/15/22





BIDDER'S OFFICIALS DATA

Bidder's name 53 CORPORATION, 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 CAROL HOYT  
Title MANAGING MEMBER EIN 84-1483153  
Home address 2166 FIFTH STREET  
Town, State, Zip CASTLE ROCK, CO 80104  
Other companies with whom this person has been affiliated in last 10 years N/A

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? NO - N/A

Name \_\_\_\_\_  
Title \_\_\_\_\_ EIN \_\_\_\_\_  
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 \_\_\_\_\_ EIN \_\_\_\_\_  
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 \_\_\_\_\_ EIN \_\_\_\_\_  
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

53 Corporation, LLC, 5655 Peterson Road Sedalia, CO 80135,  
(insert the full name and address or legal title of the Contractor) as Principal,  
and, Employers Mutual Casualty Company  
(insert the legal title of the Surety)  
as Surety, a corporation organized under the laws of the State of Iowa, and  
authorized to transact business in the State of Colorado, with a general office at  
717 Mulberry Street, Des Moines, IA 50309,  
are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of  
Five Percent 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 December 15, 2022, for construction of the  
East Plum Creek Reach 6 Stabilization Project.

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 8th day of December, 2022.

WITNESS

WITNESS

PRINCIPAL

By its President

Carol Hoyt, Managing Member

SURETY

Employers Mutual Casualty Company

TITLE

BY:

Jennifer Naber  
Its Attorney-in-fact



I, Jennifer Naber, certify that I am the  
Attorney-in-Fact (title) of the Corporation named as Surety; that  
Carol Hoyt, who signed the bond on behalf of the Principal, was  
then Managing Member (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: Jennifer Naber

Title: Jennifer Naber, Attorney-in-Fact



## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**JENNIFER NABER**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

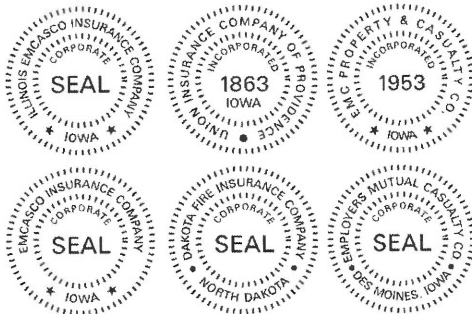
## AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of December, 2022.

*Ryan J. Springer*

Vice President

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of COLORADO )  
County of DOUGLAS ) ss

CAROL HOYT \_\_\_\_\_, Being duly sworn deposes and says that:  
(Insert name)

1. He/She is the MANAGING MEMBER (Title) of 53 CORPORATION, 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: 53 CORPORATION, LLC  
5655 PETERSON ROAD  
ADDRESS: SEDALIA, CO 80135

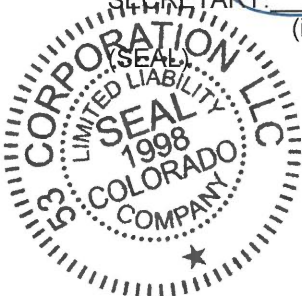
BY: [Signature]

TITLE: MANAGING MEMBER

Attest:

SECRETARY: [Signature]  
(if corporation)

DATE: 12/15/22



## SUBCONTRACTORS AND RELATED DATA

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

Firm Name: GIARRETTE CONSTRUCTION, INC.  
Address: 5227 HORIZON RIDGE DR. WINDSOR, CO 80550  
Proposed work and percentage of total work to be assigned: SHEET PILE AND CAP  
Percentage 40 %

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 \_\_\_\_\_ %

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 \_\_\_\_\_ %



## 53 Corporation - 2023 Equipment List

Equipment #	Equipment Description	Equipment #	Equipment Description
S10261	2007 Komatsu SK1026 Skid Steer	TT010	Kenworth w/ Sidedump
S1841	1999 Case 1840 Skid Steer	TT020	Kenworth w/ Lowboy
S2891	2021 CAT 289D3 Track Skid Steer	TT030	Mack w/ Trailer
S450	2022 Case TV450B Skid Steer	FT020	1986 GMC 2500 Gallon Water Truck
S370	2022 Case TV370B Skid Steer	GH010	E2200 Ground Heater
EX1451	2014 Case CX145 Excavator w/ Thumb	SE010	2010 Great Plains Seeder
EX2351	2018 Volvo ECR 235 Excavator w/ Thumb	SE020	Hydro Seeder
EX245	2022 Case EX245D Excavator	SE030	2012 Land Pride 3 Disc
EX3151	2019 CAT FLCR 315 Excavator w/ Thumb	SE050	Three Point Crimper
EX3503	2017 Case CX350 Excavator w/ Thumb	SE060	2006 Finn Straw Blower
WL1101	2015 Volvo L110H Wheel Loader	SE070	Mower Deck (6X6)
WL1102	2014 Volvo L110H Wheel Loader	SE080	Rake Attachment (3 Point)
WL2001	2013 Komatsu WA200 Wheel Loader	SE090	Flatbed Water Tank
WL9211	2014 Case 921F Wheel Loader	SE100	2014 Branson 5220C Tractor
MG030	2015 John Deere 772G Motor Grader	PU112	2012 Dodge 3500
D6T	2015 Cat D6T Dozer	PU113	2015 GMC Sierra 2500 (Brian)
D3K	2008 Cat D3 Dozer	PU115	2015 GMC Sierra 2500 (David)
W605D	2003 Vibromax W605D 66" Smooth Drum Roller	PU116	2015 GMC Sierra 2500 (Spare)
ST040	1988 International Fuel / Lube Truck	PU118	2016 GMC Canyon (Survey)
ST050	1999 Freightliner FL70 2000 Gallon Water Truck	PU121	2017 Chevrolet Silverado 3500 (Danny)
ST060	1990 Ford F9000 4000 Gallon Water Truck	PU122	2012 Chevrolet Silverado 3500 (John)
ST070	2006 Mack Tandem	PU123	2019 Chevrolet Silverado 3500 (Eric)
ST090	2004 International 4X4 Hydra-mulch Truck	PU124	2019 Chevrolet Silverado 3500 (Travis)
ST100	1998 F800 Fuel / Lube Truck	PU125	2019 Dodge Ram 1500 (Ken)
ST110	2014 Kenworth Semi-Truck	PU127	2016 Chevrolet 3500 Liftgate
ST120	2000 Ford F-650 Fuel / Lube Truck	CS010	Target Pro 65111 Asphalt/Concrete Saw
ST125	2009 Ford F-750 Service Truck	SM010	Sawmill
TR010	2008 Hudson Triple Axle Trailer	VP050	Stanley Vibe Plate
TR040	1997 Superior Flatbed Trailer	GEN040	2018 Honda ED2200I Generator
TR050	2000 Hallmark Cargo Trailer	HH010	2018 Hydraulic Hamer BRH501
TR060	2006 North American Cargo Trailer	JJ020	Stanley Jumping Jack
TR120	2007 Cargo Trailer	WE020	Hobart Ironman Welder
TR130	2014 Big Tex Dump Trailer	WE030	Miller 302 Welder
TR140	1997 Superior Pintle Flatbed Trailer	WE040	Lincoln Ranger Welder
TR150	2003 Maclander Flatbed Trailer	WP020	4" Submersible Pump - Thompson
TR160	2004 Benke Enterprises Trailer	WP030	Twin 4" Pump-Berkley WP Trailer
TR170	2005 CNMI 16X8 Cargo Trailer	AT195	Rock Bucket
TR175	1998 VAC Trailer SPV500	AT200	Ripper
TR185	Brocks 44' Flatbed Gooseneck Trailer	AT205	SUIHE SH750 Hydr. Skid Breaker
TR190	2016 STE Side Dump Trailer	AT210	SUIHE 72" Skid Vibe Roller
TR195	2016 Lowboy Trailer	AT215	72" Paladin Sweeper
TR200	2007 PJ Flatbed Gooseneck Trailer	AT220	Hydraulic Skid Steer Auger
TR215	1993 Vermeer Tree Spade Trailer		
TR220	2005 Spool Trailer Homemade		
TR225	1999 Avion Travel Trailer		
TR230	2018 Trail King Lowboy		

# Carol Hoyt

---

1100 Whispering Oak Drive, Castle Rock, CO 80104 | 303/916-4920 | hoytlcarol@aol.com

## Professional Summary

Experienced professional with more than 20 years of experience emphasizing business development in heavy civil construction.

## Skills & Abilities

### MANAGEMENT

- Corporate/Operational Finance
- Accounting
- Internal/External Audits
- Acquisition of Equipment
- Office Management
- Health & Safety Officer
- Strategic Planning
- Performance Standards
- P&L Management
- Budget Planning
- Banking/Bonding

## Experience

### OWNER MANAGING MEMBER | 53 CORPORATION LLC | 08/98 TO PRESENT

- Responsibilities include:
- Overseeing Payroll and Accounts Payable Managers
- Accounts Receivable
- Obtaining banking (lines of credit, loans etc.)
- Obtaining financing for equipment
- Obtaining and maintaining bonding requirements for continued growth.
- Hiring/firing/EEO management
- Management of Equipment
- Health and Safety Officer

### OFFICE MANAGER | PHD CONTRACTORS, INC | 04/93-08/98

- Responsibilities include:
- Payroll
- Certified Payroll
- Accounts Payable
- Clerical
- Phones
- Filing

## Education

Glenrock High School



---

# CHRIS HOYT

---

304 North Gilbert Street, Castle Rock, CO 80104 ♦ C: 303-884-1442 ♦ [chrisshoyt@aol.com](mailto:chrisshoyt@aol.com)

---

---

## PROFESSIONAL SUMMARY

---

Motivated Project Manager/Estimator with 23 years of experience in heavy civil construction, specializing in drainage and utility improvements. Offers an in-depth understanding of project development methodologies. Attributes include experience in all aspects of construction including estimating, plan review, scheduling, and hands on field work.

---

## SKILLS

---

- |                                    |                                |
|------------------------------------|--------------------------------|
| • Subcontractor management         | • Analytical                   |
| • Project scheduling               | • Advanced problem solving     |
| • Project planning and development | • Quality control              |
| • Logistics management             | • Methodologies and deployment |
| • Multi-site operations            | • Project controls             |
| • Project management               | • Multi-operations management  |
- 

---

## WORK HISTORY

---

**Project Manager/Estimator**, 06/1998 to Current  
**53 Corporation** - Castle Rock, CO

- Responsible for all aspects of project estimating including plan review, take offs, solicitation of quotes and determining costs and profit.
  - Review plans and specs during pre-construction.
  - Conduct weekly production and operations meetings.
  - Perform regular job site observations to provide direction for contractor personnel.
  - Organize pre-construction conferences with general contractors, subcontractors, and consultants.
  - Work with engineers on plan revisions and improvements.
  - Determine the project schedule, which include the sequence of construction activities.
  - Schedule contractors and materials deliveries for multiple projects.
  - Perform inspections to ensure that work is progressing per the specifications of the project.
  - Manage field crews and resource allocations for projects.
  - Visit project sites during construction to monitor progress and consult with contractors and on-site engineers.
- 

---

## EDUCATION

---

**Bachelor of Science:** Business Management, 1999  
**Colorado Mesa University-** Grand Junction, CO

---

---

## ATTRIBUTES

---

- Extensive involvement in working with engineers in the design and construction stages of a project.
- Consistently completes projects on-time and under budget.
- Builds strong and lasting working relationships with owners, engineers, and consultants.
- Able to deal with adversity and challenges on various types of projects.

# Stacey Hoyt

---

2422 Fairway Wood Circle, Castle Rock, CO 80109

C:303-903-8729

[staceyahoyt@gmail.com](mailto:staceyahoyt@gmail.com)

## Professional Summary

Project Manager with 4 years of experience in heavy civil construction, specializing in drainage and utility improvements and an additional 21 years of experience in Project Administration.

## Skills

- Project Management
- Project Administration
- Project Scheduling
- Subcontractor Management
- Permit Coordination and Management
- Contract Administration
- Organizational
- Quality Control

## Work History

### Project Manager – September 2015 to Current

#### 53 Corporation, LLC – Sedalia, CO

- Schedule contractors and material deliveries for multiple projects
- Project scheduling
- Perform inspections to ensure that work is progressing per the specifications of the project
- Manage field crews and resource allocations for projects
- Attend weekly construction meetings with project owners, engineers and inspectors
- Visit project sites during construction to monitor progress and consult with contractors and on-site engineers
- Conduct weekly production and operations meetings
- Manage project compliance paperwork

### Project Administration – June 1998 to Current

#### 53 Corporation, LLC – Sedalia, CO

- Project compliance
- Managing vendors, suppliers and subcontractors
- Pay applications
- Job costing
- Certified payroll
- Permit compliance

## Education

1993 – 1994

Northwest College – Powell, WY

1994 – 1998

Metropolitan State College of Denver – Denver, CO

## Attributes

- Builds strong and lasting relationships with owners, engineers, consultants and subcontractors.
- Consistently completes projects on-time and under budget.
- Able to deal with adversity and challenges on various types of projects.

## Professional Summary

Professional Construction operator with excellent interpersonal skills. Works in a timely and efficient manner to see tough jobs through to completion. I look for Solutions other than the problems. Do the job right the first time. Willing to learn and teach. Love what I do Safety First

## Work History

**Operator** 01/1996 to 01/1999

**Desert Rat Excavating** - Phoenix, Arizona

- Completed tear-down of existing structures and prepared for new construction.
- Dug trenches, backfilled holes and compacted earth to prepare for new construction.
- Consistently assumed additional responsibilities and worked extended hours to meet project deadlines.
- Operated equipment such as back hoe and trackhoe front loaders.

**Lead operator** 01/1999 to 09/2001

**Srk Underground** - Phoenix, Arizona

- Dug trenches, backfilled holes and compacted earth to prepare for new construction.
- Prepared and cleaned construction sites by removing debris.
- Operated equipment such as back hoe and

Fork lifts tracker front end loaders mini excavators skid steers we've done a lot of commercial residential footings soils dry utilities

**Owner operator** 09/2001 to 10/2012

**Precision digs** - Phoenix, Arizona

Owned and operated a small business with five men. Maintained all my equipment. Had 5 trucks 5 backhoes. Maintain good relationship with customers, on time. We have gotten Mountainside house pads. We have done a lot of commercial and residential footings Plumbing dry utilities septic systems pools and basements I have experience in all aspects of the dirt work

**Owner operator** 09/2001 to 10/2012

**Precision digs** - Phoenix, Arizona

**Operator / lead man** 02/2016 to Current

**Flatline grading and Paving** - Phoenix, Arizona

- Completed tear-down of existing structures and prepared for new construction.
- Dug trenches, backfilled holes and compacted earth to prepare for new construction.
- Mixed porridge of catch basins and poured and sawed off concrete and asphalt.
- Consistently assumed additional responsibilities and worked extended hours to meet project deadlines.
- Prepared and cleaned construction sites by removing debris.
- Operated equipment such as 950 loader and 320 trackhoe. Mini excavators skid steers and great trackers. I have a lot of experience on a lot of different equipment

## Education

GED:

**Paradise Valley High School** - Phoenix, Arizona

## Skills

I can run anything that has wheels or tracks. I can read and understand grade Stakes. I can read blueprints. I have strong work ethic and Leadership skills I am easy to work with and have a lot of experience in dirt work. Excavations demolitions new construction specializing in digging around live utilities. Harddigs. And demolitions of any kind



# John Robinson

---

2600 W. 82<sup>nd</sup> Pl. Westminster, CO 80031 | 303-557-8671 | John@53Corporation.com

## Attributes

- Maintaining strong relationships with owners, engineers, consultants and subcontractors
- Extensive construction experience involving high risk and challenging projects
- Consistently completes projects on-time and under budget

## Education

### **ASSOCIATES IN CONSTRUCTION MANAGEMENT | DECEMBER, 2005 | RED ROCKS COMMUNITY COLLEGE**

- Construction Management

### **HIGH SCHOOL DIPLOMA | MAY 2003 | HARLAN COMMUNITY HIGH SCHOOL**

## Skills & Abilities

### **MANAGEMENT**

- Project coordination
- Project scheduling
- Manpower and Equipment scheduling
- Subcontractor scheduling and coordination
- Quality Control and Safety Management

## Experience

### **PROJECT SUPERINTENDENT | 53 CORPORATION | AUGUST 2010 - PRESENT**

- Generate short term and long term schedules
- Schedule and coordinate subcontractors, material deliveries, equipment and manpower
- Monitor crew's productions and quality of work.
- Attend and participate in weekly meetings with owners, engineers and inspectors
- Assist project management in monthly pay applications and RFI clarifications

### **OPERATOR | CLINE UTILITY CONTRACTOR | SEPTEMBER 2007 - JULY 2010**

- Assist in installation of various underground utilities.

### **OPERATOR/FORMAN | D&K DIRTWORKS | JANUARY 2006 -AUGUST 2007**

- Residential construction of foundation excavations and back-filling. Oversee quality control of fine grading around new and existing homes. Attend meetings with builder superintendents to coordinate phasing and timelines

## BIDDER'S QUALIFICATIONS AND DATA — SUBCONTRACTOR

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

**MINIMUM EXPERIENCE REQUIRED:** Contractor, and subcontractor(s) if applicable, must show experience in completion of at least two (2) similar projects that include experience installing stream gages, constructing buried riffle and buried cascading boulder drop structures within the last five (5) years. A separate Bidder's Qualifications and Data Form should be provided for any subcontractor performing over 20% of the work.

1. Name of Bidder: Garrette Construction Inc.
2. Permanent main office address: 5227 Horizon Ridge Dr.  
Windsor CO 80550
3. Phone: 970.402.4351 Fax # N/A
4. Bidder's federal tax identification number 81-0885402
5. The Bidder is organized as a S-Corp
6. The date the Bidder was organized in its current form: 1/2016
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? 7 yrs.
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>Nine Mile Station</u>	\$: <u>145K</u>	Completion Date: <u>12/24/22</u>
Job: <u>Black Squirrel Creek</u>	\$: <u>140K</u>	Completion Date: <u>Mid Jan.</u>
Job: <u>Walker Res. Cherry Creek</u>	\$: <u>21K</u>	Completion Date: <u>February</u>
Job: _____	\$: _____	Completion Date: _____
10. General character or work performed by your company:  
Sheet pile installation
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:  
Hitachi 2x350 Excavator  
Mouax SP80 Vibratory Hammer  
GEHL 12K Forklift



14. Experience in construction work similar to this project (provide specific project detail to confirm minimum required experience):

a. Job: 7Elsen Size-o-Roo Gas Station  
Description: Build coffer dam for fuel tanks

Contract: \$ 18,000 Change Order(s): \$ —  
Start/Completion Dates: Nov 15<sup>th</sup> / Dec 5<sup>th</sup> 2022  
Contact Name/Phone: Pioneer Group

b. Job: Omn: Tributary Castle Rock  
Description: sheet pile structures

Contract: \$ 172K Change Order(s): \$ —  
Start/Completion Dates: September - November 9<sup>th</sup> 2022  
Contact Name/Phone: 53 Corp

c. Job: Black Creek Spillway Silverthorne  
Description: sheet pile structure for dam

Contract: \$ 28,281.00 Change Order(s): \$ —  
Start/Completion Dates: August 1<sup>st</sup> - 8<sup>th</sup>  
Contact Name/Phone: Restonham Corp.

d. Job: Coffar + Kalamath Apartment Building  
Description: shoring protection for building foundation

Contract: \$ 30K Change Order(s): \$ None  
Start/Completion Dates: July - Material waiting to be pulled  
Contact Name/Phone: Opus Design

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

17 yrs. in construction primarily sheet pile installation and Bridge setting (abutments, girder setting)

16. Bonding Limit: \$

17. Bonding Company: Through PFS Insurance Phone # 970 435-9400

Address: 4848 Thompson Pkwy Suite 200 Johnstown CO 80534

18. Bank Reference(s): US Bank

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: Garretto Construction Inc. BY: Alexander J. Garretto

ADDRESS: 5227 Horizon Ridge Dr ITS: President  
Windsor, CO 80550 Title

Attest:

SECRETARY: \_\_\_\_\_  
(if corporation)

DATE: 12/15/2022

**BIDDER'S OFFICIALS DATA**

Bidder's name Garrette Construction, Inc.

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 Alexander J. Garrette

Title President

EIN 81-0885462

Home address 5227 Horizon Ridge Dr.

Town, State, Zip Windsor CO 80550

Other companies with whom this person has been affiliated in last 10 years Jaber Trucking  
Penley Concrete

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

Name \_\_\_\_\_

Title \_\_\_\_\_

EIN \_\_\_\_\_

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 \_\_\_\_\_

EIN \_\_\_\_\_

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 \_\_\_\_\_

EIN \_\_\_\_\_

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? \_\_\_\_\_



## **EXHIBIT 2**

### **CONTRACTOR'S CERTIFICATE OF INSURANCE**

### EXHIBIT 3

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

I, \_\_\_\_\_, an authorized representative of **53 Corporation, 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:**

**53 CORPORATION, LLC**

By: \_\_\_\_\_

Name

**STATE OF COLORADO** )

) ss.

**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument as acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of the above mentioned Contractor.

Witness my official hand and seal.

My commission expires:

\_\_\_\_\_



Notary Public