



Public Works Commission Agenda

Gio DiDomenico, Chair
Mike White, Vice Chair
Greg Meyers
Brad Patton
Kevin Raasch
Katheryn Wille
Joel Wood

Monday, December 5, 2022

5:30 PM

**Castle Rock Service Center
4175 N. Castleton Court
Castle Rock, CO 80104**

This meeting is open to the public. Please note that all times indicated on the agenda are approximate and interested parties are encouraged to be present earlier than the posted time. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.

5:00 P.M. Dinner and Informal Discussion

5:30 P.M. Call To Order

5:35 P.M. Public Comment on Items Not on the Agenda

5:40 P.M. Action Items

[PWC](#)
[2021-084](#)

July 11, 2022 Public Works Commission Meeting Minutes

Attachments: [Meeting Minutes July 11, 2022](#)

[PWC](#)
[2021-083](#)

A Resolution Approving a Construction Contract Between the Town of Castle Rock and (Kraemer North America, LLC) for the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project

Attachments: [Resolution](#)
[Contract](#)
[Attachment A - Map](#)

6:00 P.M. Informational / Discussion Items

[PWC](#)
[2021-085](#)

Project Updates

Attachments: [October Monthly Report](#)

6:05 P.M. Town Council Liasion Comments

6:10 P.M. Commissioner Comments / Questions

6:30 P.M. Adjourn



Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/5/2022

Item #: **File #:** PWC 2021-084

To: Members of the Public Works Commission

From: Monica Cammalleri , Town Liaison

July 11, 2022 Public Works Commission Meeting Minutes

Executive Summary

Attached are the meeting minutes from the July 11, 2022 Public Works Commission meeting for your review and approval.



Public Works Commission Meeting Minutes - Draft

Gio DiDomenico
Brad Patton
Kevin Raasch
Mike White
Katheryn Wille
Joel Wood

Monday, July 11, 2022

5:30 PM

Castle Rock Service Center
4175 N. Castleton Court
Castle Rock, CO 80104

This meeting is open to the public. Please note that all times indicated on the agenda are approximate and interested parties are encouraged to be present earlier than the posted time. Three or more Council members may also attend this meeting, during which the items listed herein will be discussed.

Dinner and Informal Discussion

Call To Order

- Present** 5 - Commissioner Kevin Raasch, Commissioner Joel Wood, Commissioner Brad Patton, Vice Chair Mike White, and Commissioner Katheryn Wille
- Not Present** 1 - Chair Gio DiDomenico
- Attendance** 5 - Caryn Johnson, Dan Sailer, Ryan Germeroth, Brian Kelley, and Daniel Lord

Public Comment on Items Not on the Agenda

Action Items

[PWC 2021-075](#) Introduction of New Commission Members and Election of New Chair and Vice Chair

An election was conducted for Chair of the Commission. Motion was made by Commissioner Wood and seconded by Commissioner Patton to elect Gio DiDomenico as Chair. Motion passes 5-0.

An election was conducted for Vice Chair of the Commission. Motion was made by Commissioner Wood and seconded by Commissioner Patton to elect Mike White as Vice Chair. Motion passes 5-0.

- Yes:** 5 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, Vice Chair White, and Commissioner Wille
- Not Present:** 1 - Chair DiDomenico

[PWC 2021-076](#) June 6, 2022 Public Works Commission Meeting Minutes

A motion made by Commissioner Wille and seconded by Commissioner Patton to approve the minutes from June 6, 2022. Motion passes 4-0

- Yes:** 5 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, Vice Chair White, and Commissioner Wille
- Not Present:** 1 - Chair DiDomenico

[PWC 2021-077](#) Resolution approving the purchase of 2500 tons of Ice Slicer

This is to purchase 2,500 tons of Ice Slicer from Envirotech Services Inc. This product is one presently approved for use in the Town's Snow and Ice control program. The community values safety on Town roadways and we use this material to assist with improving safety on Town roadways during snow and ice control operations in support of this community value. Approximately 3,000 tons of material is needed to ensure supply for a typical snow season between November and April.

The following questions were asked by the Commission:

1. How long does the material last?
 - a. On the roadway - One application
 - b. In dry storage - Many years if properly turned to prevent caking and recrystallization
2. Do we have storage for this?

We currently have storage for approximately 5000 tons of material. Considerably less when a small stockpile of Ice Slicer mixed with aggregate is also stored.
3. Why don't we overstock when prices are low?

The Division seeks to be mindful of resources allocated to us. Current stockpiles are just enough to maintain level of service. This amount is anticipated to grow as the Town grows and the Division is anticipating these needs.
4. Are citizens going to see more damage to their cars and roads?

Ice Slicer incorporates corrosion inhibitors and it is anticipated that less material overall will be required as it is more effective than plain salt, thus it is more likely that citizens will see less corrosion as a result of this.
5. Since the Town is growing are we going to need more supply?

Yes, The Division has created and continues to refine a predictive estimate of all material needs based upon lane miles of roadway added and current usage to maintain Levels of Service into the future.

A motion made by Commissioner Wood and seconded by Commissioner White to approve the resolution approving the purchase of 2500 tons of Ice Slicer. Motion passes 5-0

Yes: 5 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, Vice Chair White, and Commissioner Wille

Not Present: 1 - Chair DiDomenico

[PWC 2021-078](#) An Ordinance Adding Chapter 10.12 of the Castle Rock Municipal Code Regarding Truck Routes

This Ordinance establishes the maximum gross vehicle weight that can operate on any town roadway, and if in excess which roadways are designated as the truck route. It designates that Town Council is authorized to establish the routes by resolution, which designation shall become effective and enforceable by Police Department when appropriate signs are in place given notice to the public. This Ordinance also states the penalty for violation of the weight limit and traveling through Town off the route without local business in the vicinity. Trucks would be required to utilize designated truck routes unless they have a specific origin or

destination that requires the use of a street outside of designated routes.

The following questions were asked by the Commission:

1. Would the construction trucks be able to use these roads without getting penalized?
Construction trucks will need to follow the haul route, have documents showing business off the route, or have another permit with the Town for either construction work, or a haul route permit.
2. Are the fines to the company or to the driver? And can the Town change it to the company instead of the driver?
The driver is responsible for the route he drives. If a company's drivers are frequently not following the truck route, then a follow up educating the company about the program is something we would consider.
3. Will the new route be communicated to the truck companies in Town and with the citizens?
Yes, there is an outreach plan for the community, including trucking businesses, about the program and the routes.
4. Can we add additional communication about the covered loads, reporting pot holes when the new truck routes are set in place?
Yes, this has been added to the Town's haul route permit notes, and is added to communication about the routes.

A motion made by Commissioner White and seconded by Commissioner Wood to approved An Ordinance Adding Chapter 10.12 of the Castle Rock Municipal Code Regarding Truck Routes. Motion passes 5-0.

Yes: 5 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, Vice Chair White, and Commissioner Wille

Not Present: 1 - Chair DiDomenico

[PWC 2021-079](#) Resolution Approving a Construction Contract for the 2022 Bridge Rehabilitation for South Wilcox Street over East Plum Creek, and Plum Creek Parkway over Union Pacific Rail Road

Maintaining the Town's bridges is important for public safety, travel efficiency, and as a means to extend the useable life of the bridge structure with the goal of maintaining each asset to the lowest total cost. These are goals that the community values in the Town's Transportation infrastructure. This overall project is the annual Bridge Maintenance Program for the Town's bridges and is intended to preserve the Town's bridge infrastructure.

The following questions were asked by the Commission:

1. Do we have engineers to evaluate the bridges in house? No.
2. Would it be beneficial to hire someone with bridge expertise? No. We do not require a staff expert. We have a bridge consultant to assist with prioritization and selection of bridges to maintain each year. Our in house staff can better navigate with this assistance and keep costs less than a

full time bridge expert.

3. What is scouring? Erosion of a bridge column or pier structure due to hydraulic/water flow.
4. How long does it take to do these bridges? The bridge maintenance program is reviewed every year and the bridge maintenance budgets are set annually. New bridge construction varies depending on the complexity of the structure involved.
5. Several other bridges in future, is there a strategic plan with budget needs? Yes. Future bridges are included in the capital budget planning as well as any development obligated bridges.

A motion was made by Commissioner White and seconded by Commissioner Patton to approve the resolution approving a Construction Contract for the 2022 Bridge Rehabilitation for South Wilcox Street over East Plum Creek, and Plum Creek Parkway over Union Pacific Rail Road. Motion passes 5-0.

Yes: 5 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, Vice Chair White, and Commissioner Wille

Not Present: 1 - Chair DiDomenico

[PWC 2021-080](#) Resolution Approving a Service Agreement Between the Town of Castle Rock and RockSol Consulting Group, Inc. for Construction Administration and Inspection Services on the Four Corners Intersection Improvement Project.

This project will increase capacity of the intersection, add additional improvements to alleviate turning movements and traffic backups, along with connecting pedestrian improvements on all four sides of the project to provide ADA pedestrian access in all directions. This project will support the continuing development in the eastern portion of Town and ensure the increase traffic volume is managed through the intersection. With these improvements, the project aligns with several elements valued by the community including improved safety, improved reliability, reduced environmental impacts while also achieving the lowest life cycle cost for the improvements.

The following questions were asked by the Commission:

1. What do you mean water quality? Removing pollutants prior to discharge of stormwater flow into the municipal storm sewer system.
2. Will that treatment happen onsite? Normally yes. This function is reviewed by Castle Rock Water Stormwater in order to ensure the correct Water Quality measures are implemented with projects.
3. Do we have a wall design?
Yes, but the Town does not have a typical wall standard but it will have the same theme as the 5th Street project.
4. Will there be additional noise mitigation towards the Escavara side?
No. Noise mitigation was not a requirement of the Four Corners project.

A motion made by Commissioner Wood and seconded by Commissioner Raasch to approve to resolution approving a Service Agreement Between the Town of Castle Rock and RockSol Consulting Group, Inc. for Construction Administration and Inspection Services on the Four Corners Intersection Improvement Project. Motion

passes 4-0

Commissioner Wille left meeting at 7:15 p.m.

Yes: 4 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, and Vice Chair White

Not Present: 2 - Chair DiDomenico, and Commissioner Wille

[PWC 2021-081](#) Resolution Approving a Service Agreement Between the Town of Castle Rock and Jacobs Engineering Group Inc. for the design of the Wolfensberger Widening Project

Wolfensberger Road is a major arterial connecting local and regional travel between the westerly portions of Town and I-25. The project limits run from Prairie Hawk Drive, west to the westerly Town limits at the future west Philip S. Miller Park entrance (*Attachment A*). Roadway and pedestrian improvements for Wolfensberger Road have been identified within the 2017 Transportation Master Plan (TMP) that will maintain adequate capacity, enhance multimodal travel experiences, improve safety, and ensure efficient road network connections as the Town grows to full build out. The improvements will include additional vehicle travel lanes, intersection improvements, bike lanes, and sidewalks along the corridor.

A motion made by commissioner Patton and seconded by Commissioner White to approve the resolution approving a Service Agreement Between the Town of Castle Rock and Jacobs Engineering Group Inc. for the design of the Wolfensberger Widening Project

Yes: 4 - Commissioner Raasch, Commissioner Wood, Commissioner Patton, and Vice Chair White

Not Present: 2 - Chair DiDomenico, and Commissioner Wille

Informational / Discussion Items

[PWC 2021-082](#) Project Updates

Dan Sailer, Public Works Director gave an overview of the current Public Works projects/programs which was provided to the Commission in their packet.

Town Council Liaison Comments

Councilperson Johnson updated the Commission staff of Council items.

Commissioner Comments / Questions

Adjourn

There being no further business, the meeting was adjourned at 7:58 p.m.



Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/5/2022

Item #: **File #:** PWC 2021-083

To: Members of the Public Works Commission

From: Frank N. Main, Project Manager

A Resolution Approving a Construction Contract Between the Town of Castle Rock and (Kraemer North America, LLC) for the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project

Executive Summary

The purpose of this memo is to obtain a recommendation to approve a resolution approving a Construction Contract between the Town of Castle Rock and Kraemer North America, LLC for the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project, see attached map (***Attachment A***).

The intersection of Crystal Valley Parkway and Plum Creek Boulevard is currently experiencing rapid traffic growth related to new home construction in the south area of town. It has been determined that a roundabout will best serve the desired value of the community in the form of increased safety, low downtime, improved reliability, and low environmental impacts. Town staff assessed a variety of potential options, including an all-way stop, and traffic signal. The all-way stop option was found to increase safety risks, as well as increase the amount of downtime and environmental impacts under both existing and future conditions. The traffic signal option was determined to increase safety risks and the amount of downtime and environmental impacts in the existing conditions. The roundabout option was determined to outperform all other options in the majority of areas valued by the community.

The amount of the construction contract is \$3,337,814 plus a Town managed contingency of \$617,000, for a total authorization of \$3,954,814.00. The information presented herein includes: construction scope, anticipated construction timeframes, notification and outreach efforts, and budget impact.

Anticipated Construction Timeframes

- December 21, 2022 - Notice of Award
December 22, 2022 - Notice to Proceed (Long Lead Procurement / Utility Relocation)
- Submittals
 - Ordering of Materials

- Utility Relocation
- April 3, 2023 - Notice to Proceed (Construction)
October 19, 2023 - Project Construction Complete

Discussion:

This intersection currently functions with two way stop control on the side streets. As the traffic volumes increase with ongoing residential development and future construction of the new Crystal Valley Interchange, this existing traffic control will need to be replaced for safety, accessibility and to meet the operational demand. Town staff reviewed a variety of options to identify which traffic control option meets the most elements valued by the community: high safety, low lifecycle cost, low downtime, low environmental impacts, reliability. The roundabout option was determined to be the most effective over the traffic signal, and all-way stop options.

The construction of a roundabout will support continued development in the south areas of the Town. The roundabout will include two center circulating travel lanes, which are projected to operate efficiently at full-build out conditions. This project will also improve access to the Crystal Valley Interchange from the southeast areas of Town. In addition, this project will include bicycle lanes and improved pedestrian crossings. This roundabout option also will assist with reducing speeds at the intersection, which assists with improved safety.

Public Works has competitively advertised this project in accordance with the Town Purchasing Policy for a construction contract. Bids were received from six (6) contractors and the pricing is summarized below in Table 1:

Table 1	
<u>Contractor</u>	<u>Bid Price</u>
Graham Contracting, Ltd	\$3,925,424.00
HEI Civil	\$3,855,367.90
Kraemer North America	\$3,337,813.80
ESI	\$4,052,466.00
Jalisco International Inc.	\$3,756,588.06
Schmidt Construction	\$3,676,603.45
Engineers Estimate	\$3,257,629.00

Kraemer North America, LLC is the confirmed lowest bidder, having also met the qualifications requirements under the contract. Staff recommends Kraemer North America be awarded the construction contract as they are the low-bidder for the contract and have been vetted as a reputable contractor. Construction is anticipated to begin in April 2023 and be complete by October 2023, weather permitting.

Budget Impact

The Construction Contract will be funded by account number 135-3175-431.79-17 in the amount of \$3,337,814 plus an 18% Town managed contingency of \$617,000 for a total project encumbrance of

\$3,954,814. Budgeted construction funds for 2022 already approved for this project are in the amount of \$2,150,000. A budget amendment from the Transportation Capital Fund will be required to cover the cost of this project. This amendment is scheduled to be included in the first budget amendment of 2023. Until then, staff has confirmed that there are sufficient funds in the Transportation Capital Fund to cover the award of this contract. Additional funding needs for the Construction Contract and associated cost to be covered with this budget amendment are below:

<u>Description</u>	<u>Additional Funding Identified</u>
Construction Contract -	\$1,804,814
Construction Management -	<u>\$ 100,000</u>
Total Budget Amendment requested	\$1,904,814

It is formally requested that an 18% contingency be approved for this construction contract. Town Purchasing Policies and Procedures require that any Town managed contingency in excess of 10% be approved by the appropriate contract approver (in this case, Town Council). Reasoning for the additional contingency includes:

- Preserve Town flexibility to reserve CORE Electric utility franchise credits for Crystal Valley Interchange (CVI) construction
- Enable the project to explore more efficient construction methodologies for the installation of CORE Electric facilities
- The complexity of the project relative to the total construction cost is such that a standard 10% contingency may negatively affect the ability for staff to execute the project

Staff Recommendation

Staff recommends the Public Works Commission recommend that Town Council approve the Resolution as introduced by title.

Proposed Motion

"I move to recommend that Town Council approve the Resolution as introduced by title".

Alternative Motion:

"I move that Public Works Commission recommend Town Council approve the Resolution as introduced by title with the following changes _____"

Attachments

Resolution
Contract
Attachment A - Project Location Map

RESOLUTION NO. 2022-

**A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH
KRAEMER NORTH AMERICA, LLC, FOR THE CRYSTAL VALLEY
PARKWAY AND PLUM CREEK BOULEVARD ROUNDABOUT
PROJECT**

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) has solicited bids for stream improvements for the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project (the “Project”); and

WHEREAS, the Project selection team has determined Kraemer North America, LLC, (the “Contractor”) is best qualified to perform work for the Project; and

WHEREAS, the Town and the Contractor have agreed to the terms and conditions by which the Contractor will provide work for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:

Section 1. Approval. The Construction Contract between the Town and Contractor is hereby approved in substantially the same form attached as ***Exhibit 1***, with such technical changes, additions, modifications, or deletions as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town.

Section 2. Encumbrance and Authorization for Payment. In order to meet the Town's financial obligations under the Agreement, the Town Council authorizes the expenditure and payment from account no. 135-3175-431.79-17 in an amount not to exceed \$3,337,813.80, plus a Town-managed contingency in the amount of \$617,000.00, unless otherwise authorized in writing by the Town.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of ____ for and ____ against.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

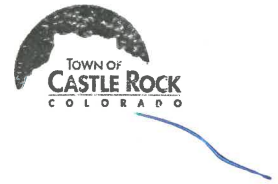
Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Crystal Valley Parkway and Plum Creek Boulevard Roundabout 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 **KRAEMER NORTH AMERICA, LLC**, a Delaware limited liability company ("Contractor"), One Plainview Road, Plain, Wisconsin 53577.

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

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

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

LIST OF CONTRACT DOCUMENTS

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

Number	Date
Addenda 1	November 8, 2022
Addenda 2	November 9, 2022

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

9. The following Drawings/Reports:

- A. Crystal Valley Parkway & Plum Creek Boulevard Roundabout Project – (10/10/2022 – For Bid Set)
- B. Pavement Design Report – Crystal Valley Parkway and Plum Creek Boulevard Roundabout – (August 2022)

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

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **\$3,337,813.80** (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as *Exhibit 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within ten (10) calendar days from the date of the Notice to Proceed, and must complete work within three-hundred and one (301) calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$2,400.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

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

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

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

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

With a copy to: Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 2.*

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

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

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

STATUS OF CONTRACTOR. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation**



benefits and are solely responsible for federal and state income tax on money earned. This is not an exclusive contract.

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

KRAEMER NORTH AMERICA, LLC

By:  _____ Timothy J. Maloney

Title: Sr. Vice President

EXHIBIT 1
CONTRACTOR'S BID

BID FORMS INDEX

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BID PROPOSAL

PROJECT: Crystal Valley Pkwy & Plum Creek Blvd Roundabout

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

Kraemer North America, LLC

a Corporation incorporated in the State of _____,

-OR-

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

N/A

-OR-

a sole proprietor, whose trade name is _____

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

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

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

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

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

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

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

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

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

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

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

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

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

This proposal is submitted by:

CONTRACTOR: Kraemer North America, LLC

BY: 

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

Attest:

Assistant
SECRETARY:


(If Corporation) LLC

DATE: 11/10/22

BIDDER'S QUALIFICATIONS AND DATA

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

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

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

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

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

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

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

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

Please see Attachment B

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

17. Bonding Company: Alliant Insurance Services, Inc. Phone # 415-652-0958
Address: 560 Mission St., 6th Floor, San Francisco, CA 94105

18. Bank Reference(s):

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

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

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

CONTRACTOR: Kraemer North America, LLC

BY: 

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

ITS: Sr. Vice President
Title

Attest:

Assistant
SECRETARY: 
(~~Not a Corporation~~) LLC

DATE: 11/10/22

BIDDER'S OFFICIALS DATA

Bidder's name Kraemer North America, LLC

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

Name Timothy J. Maloney

Title Sr. Vice President

Home address _____

Town, State, Zip Castle Rock, CO 80104

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

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

Name Eric Baumgardt

Title Assistant Secretary

Home address _____

Town, State, Zip Castle Rock, CO 80109

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

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

Name _____

Title _____

Home address _____

Town, State, Zip _____

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

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

Name _____

Title _____

Home address _____

Town, State, Zip _____

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

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

BID BOND

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

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

and, Liberty Mutual Insurance Company

(Insert the legal title and the Surety)

as Surety, a corporation organized under the laws of the State of MA, and authorized to transact business in the State of Colorado, with a general office at 175 Berkeley Street, Boston, MA 02116, are hereby bound to the Town of Castle Rock, Colorado, (the "Town") as Oblige, in the amount of Five (5%) Percent of Amount Bid DOLLARS, in United States currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has submitted the accompanying Bid dated November 14, 2022, for construction of the Crystal Valley Parkway and Plum Creek Boulevard Roundabout Project IFB # 2022-12.

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

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

Executed this 9th day of November, 2022.

WITNESS

WITNESS

Kraemer North America, LLC
PRINCIPAL

Senior Vice President
By its President Timothy J. Maloney

Liberty Mutual Insurance Company
SURETY

TITLE

BY: Jessica L. Nowlin
Its Attorney in fact: Jessica L. Nowlin

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

(CORPORATE SEAL)

Signed: Jessica L. Nowlin

Title: Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code § 1189

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

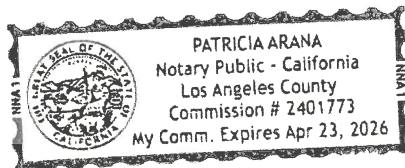
State of California)
) ss
County of San Francisco)

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

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

WITNESS my hand and official seal.

(Seal)



Signature: _____


Patricia Arana, Notary Public



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

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

Certificate No: **8205005-985582**

POWER OF ATTORNEY

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

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

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



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

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

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)

County of Douglas)

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

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

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

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

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

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

CONTRACTOR: Kraemer North America, LLC

BY: 

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

Sr. Vice President
TITLE: _____

Attest:

Assistant
SECRETARY: 

(If Corporation) LLC

DATE: 11/8/22

(SEAL)

SUBCONTRACTORS AND RELATED DATA

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

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

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

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

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

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

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

Total Percentage 29 %
(Not to Exceed 70%)

SUBCONTRACTORS AND RELATED DATA

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

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

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

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

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

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

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

Total Percentage 21.7 %
(Not to Exceed 70%)



REQUESTS FOR PROPOSALS CONFIDENTIALITY

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



LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

Re: Request under the Colorado Open Records Act

Request for Proposal Number: IFB #2022-12

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

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

Kraemer North America, LLC

Submitter (Vendor or Business Name)

By: 

Signature

Timothy J. Maloney

Name (please print)

Sr. Vice President

Title

11/10/22

Date

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

REVISED BID SCHEDULE

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

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

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

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

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

TOTAL PROJECT COST: \$3,337,813.80

TOTAL PROJECT COST IN WORDS:

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

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

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



ATTACHMENT A

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



ATTACHMENT B

Tim Maloney, Senior Vice President

Years of Experience

32 Years

Education

BS in Civil Engineering –
University of Notre Dame

Professional Affiliations

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

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

Relevant Experience

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

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

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

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

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

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

Eric J. Baumgardt

Assistant Secretary

Experience Summary

35 years of construction experience

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

Education

Studied Civil Engineering,
University of Wisconsin,
Madison

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

Relevant Experience

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



Mike McNish, PE

Years of Experience

19 Years

Education

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

Registrations

Professional Engineer, CO

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

Relevant Experience

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

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

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

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

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

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

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

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

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



Total Years Experience: 13

Years with Kraemer: 4

Education: BS, Construction Management, Colorado State University

References:

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

Experience Working with Other Team Members:

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

Tier I: Project Manager

Mike Blasi

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

Project Experience

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

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

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

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

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

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

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

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

**Experience with previous firm.*



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

1/1/2023

DATE (MM/DD/YYYY)

11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	
INSURED 1338584 KRAEMER NORTH AMERICA, LLC EDWARD KRAEMER & SONS, INC. ONE PLAINVIEW ROAD PLAIN WI 53577	FAX (A/C, No):	
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Zurich American Insurance Company	
	NAIC # 16535	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 19134798**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	GLO9806120-10	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
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	N	BAP9806122-10	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC9806121-10 (AOS) WC9806124-10 (WI)	1/1/2022 1/1/2022	1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

KRAEMER JOB #062218 CRYSTAL VALLEY PKWY & PLUM CREEK BLVD ROUNDABOUT. TOWN OF CASTLE ROCK, ITS OFFICERS, OR ITS EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT. FOR CANCELLATION FOR ANY REASON OTHER

CERTIFICATE HOLDER**CANCELLATION**

19134798 TOWN OF CASTLE ROCK 100 N. WILCOX ST 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, Timothy J. Maloney, an authorized representative of Kraemer North America, LLC, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

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

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



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

CONTRACTOR/CONSULTANT/VENDOR

Kraemer North America, LLC

By: _____

Name

Timothy J. Maloney

STATE OF COLORADO)

) ss.

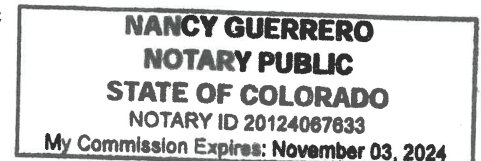
COUNTY OF Douglas)

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

Witness my official hand and seal.

My commission expires: 11/03/2024

Nancy Guerrero
Notary Public



PERFORMANCE BOND

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

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

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

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

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

*Eight Hundred Thirteen and 80/100ths Dollars

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

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

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

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

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

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

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

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

Witness

Assistant Secretary

Title

Witness Andre' Perenishko

Witness

Title

Kraemer North America, LLC

Principal

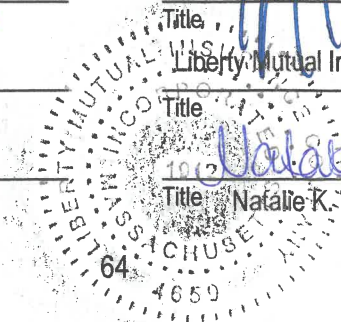
Sr. Vice President

Title

Liberty Mutual Insurance Company

Title

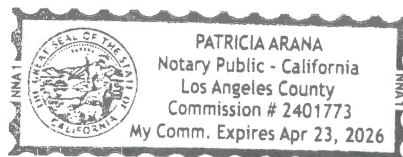
Natalie K. Trofimoff, Attorney-in-Fact



Civil Code § 1189

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



Patricia Arana, Notary Public

LABOR AND MATERIAL PAYMENT BOND

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

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

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

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

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

*Seven Thousand Eight Hundred Thirteen and 80/100ths Dollars

WHEREAS, Principal has by written agreement dated November 10, 2022, entered into a contract with Owner for Crystal Valley Parkway and Plum Creek Boulevard Roundabout
 (description of project)

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

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

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

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

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

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

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

Witness

Assistant Secretary

Title

Andre' Perenishko

Witness Andre' Perenishko

Witness

Kraemer North America, LLC

Principal

Sr. Vice President

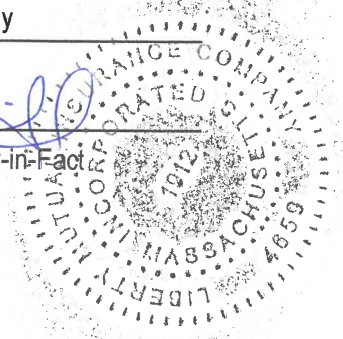
Title

Liberty Mutual Insurance Company

Title

Natalie K. Trofimoff, Attorney-in-Fact

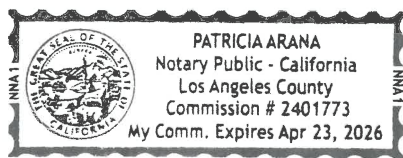
Title



Civil Code § 1189

State of California)
) ss
County of Los Angeles)

WITNESS my hand and official seal.



Patricia Arana, Notary Public



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

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

Certificate No: **8204962-977459**

POWER OF ATTORNEY

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

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

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



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

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By:

Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 22 2021 day of NOV 22 2021.

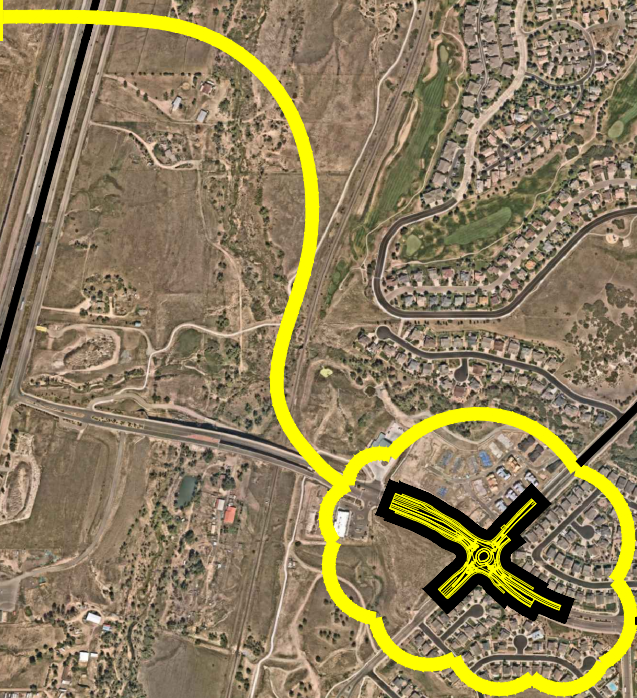


By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



PROJECT LOCATION



PLUM CREEK PKWY

PLUM CREEK BLVD

CRYSTAL VALLEY PKWY

I-25

I-25

I-25



Town of Castle Rock

Agenda Memorandum

Agenda Date: 12/5/2022

Item #: **File #:** PWC 2021-085

To: Members of the Public Works Commission

From: Daniel Sailer, P.E., Public Works Director

Project Updates

Executive Summary

An overview of the current Public Works projects/programs.



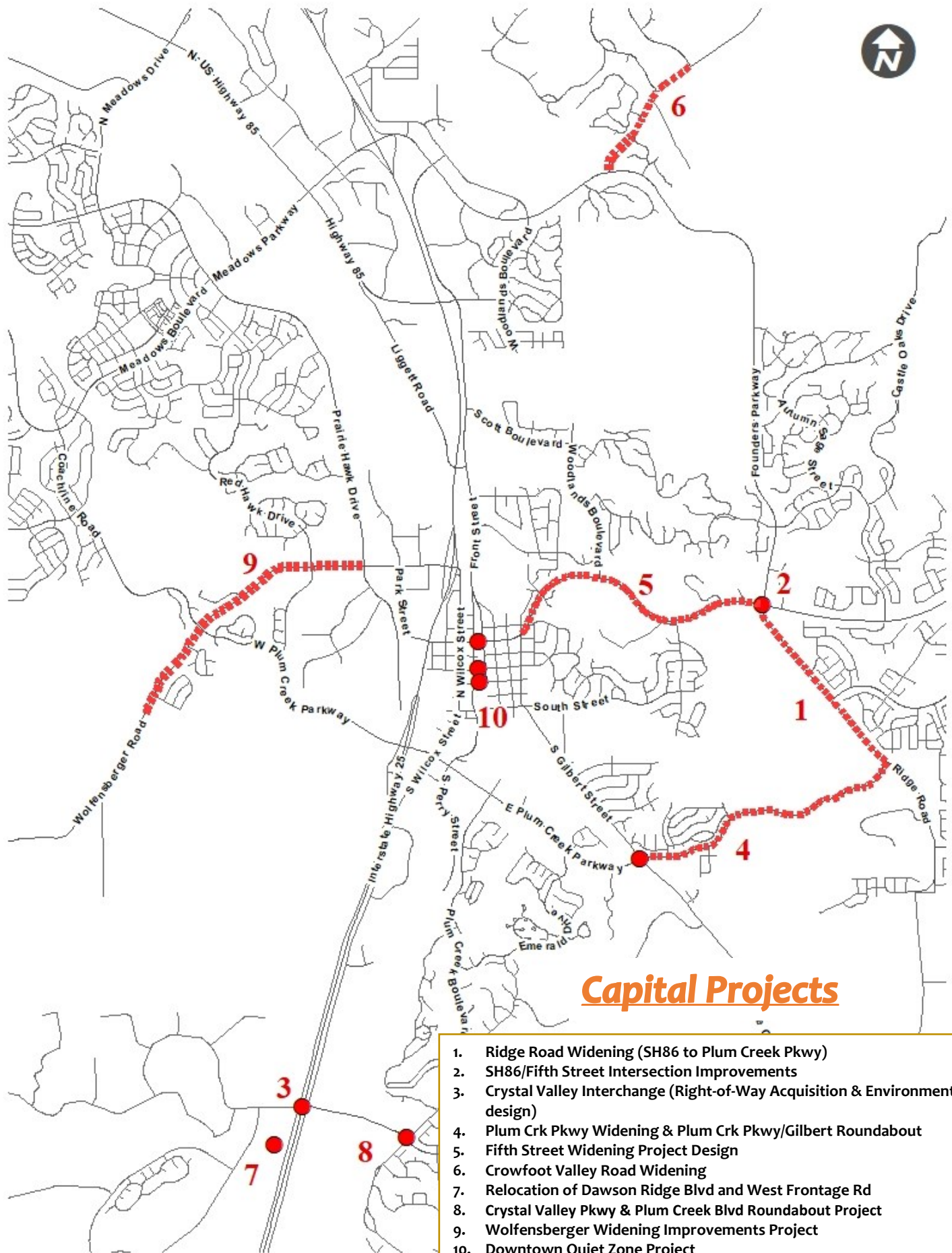
Monthly Report

October 2022

The Public Works Department operates under the **CAN DO** philosophy – We are committed to doing the job right with a positive attitude while staying dedicated to meeting the needs of our Town values and continually searching for opportunities to improve.

PW Mission: To provide outstanding service, safety and support for transportation infrastructure and maintenance.





Capital Projects

1. Ridge Road Widening (SH86 to Plum Creek Pkwy)
2. SH86/Fifth Street Intersection Improvements
3. Crystal Valley Interchange (Right-of-Way Acquisition & Environmental/design)
4. Plum Crk Pkwy Widening & Plum Crk Pkwy/Gilbert Roundabout
5. Fifth Street Widening Project Design
6. Crowfoot Valley Road Widening
7. Relocation of Dawson Ridge Blvd and West Frontage Rd
8. Crystal Valley Pkwy & Plum Creek Blvd Roundabout Project
9. Wolfensberger Widening Improvements Project
10. Downtown Quiet Zone Project

1. **Ridge Road Widening** – Ridge Road will be widened from two to four lanes between the Founders Parkway (SH86)/Fifth Street/Ridge Road intersection and Plum Creek Parkway. The goal is to reduce traffic congestion on the Ridge Road corridor.

Phase: Construction

- Continue to maintain temporary erosion control measures
- Continued surveying
- Continue the relocating of existing utilities
- Continued earthwork on major cuts and fills
- Continued curb and gutter
- Started asphalt paving between Plum Creek Parkway to Enderud Blvd

Budget: \$5,225,000

ROW Acquisition:

- A valuation hearing for the Bertelsen property is scheduled for March 2023

Targeted Construction Completion: Spring 2023

2. **Founders Parkway (SH86)/Fifth Street Intersection “Four Corners” Improvements** – With new traffic studies submitted, the consultant will investigate multiple alternatives to address safety concerns and capacity issues at the intersection. Improvements under evaluation include:

- Intersection will remain a full movement four-way intersection. Additional turn lanes and acceleration lanes will be added.
- Traffic signal improvements will be made to incorporate the larger intersection.
- Pedestrian and bicycle improvements will be constructed on all four sides of the project.
- Stormwater detention and water quality improvements will be constructed to capture the additional surface volume from the new intersection.

Phase: Design— David Evans & Associates (DEA) is the design consultant for this project. The following is a summary of the activities performed this month:

- Final plan set revisions ongoing
- DEA/Town finalizing additional scope of work requested by CDOT
- Right-of-way acquisition is wrapping up, three properties have been closed, one remaining
- All utility relocations have been completed, protect in place is all that remains for dry utilities
- Consultant for construction management services was approved by Town Council, RockSol Consulting will provide services
- Working on long lead item submittal for signal poles due to 9-month lead time
- 100% bid package expected by Thanksgiving

Budget: \$1,275,676, with DRCOG Grant Reimbursement

Design Completion: Fall 2022

ROW Acquisition: Fall 2022

Targeted Construction Completion: Winter 2023-2024

3. **Crystal Valley Interchange – Pre-construction Activities** – The purpose of this project is to achieve acquisition of re-

maining right-of-way, complete design, and set aside future project funding allowing potential funding partnerships to assist with advancing construction.

Phase: Right-of Way Acquisition

- Condemnation authority to add the Hyperion property as a result of the preferred alternative configuration, for full acquisition of parcel
- West Side of I-25 – Complete property negotiations with Douglas County Development Company and Westside Development
- East Side of I-25 – Complete property negotiations with Dawson Ridge Metro District

Phase: Design— Interchange Access Request and Environmental Assessment Reevaluation, and Design

- Transportation demand management letter to be sent to CDOT Director for signature/approval
- Multimodal design decisions being finalized
- Design firm continues working on 90% design
- Environmental/NEPA – All Tech memos have been done at this time
- Construction management services contract to be entered into in January/February
- Maintenance IGA with CDOT draft submitted for Town review – still pending drainage/water quality items

Budget: \$6,500,000, and Development Escrow

Design Completion: Summer 2023

Targeted Construction Completion: Summer 2025

4. **Plum Creek Parkway Widening and Plum Creek Parkway/Gilbert Street Roundabout Project** – This project will imple-

ment the Transportation Master Plan’s identified improvements for this corridor. The addition of the remaining two lanes of the master planned four-lane roadway on Plum Creek Parkway between Eaton Street and Ridge Road. Not only will it include the addition of two lanes, but also bicycle and pedestrian multi use lanes. It will also include roundabout modifications at Ridge Road. The improvement has been broken out into three phases in order to meet the department’s objectives. Phase 1A included portions of storm sewer improvements between Gilbert and Eaton. Phase 1B includes all roadway/utility/pedestrian access improvements between Gilbert and Eaton, including the implementation of roundabouts at the intersections of Gilbert and Eaton. Phase 2 includes all roadway/utility/pedestrian access improvements between Eaton and Ridge Road.

Phase 1B: Plum Creek Pkwy Widening and Roundabouts Gilbert to Eaton): Construction

Budget: \$7,507,723

Completion: Complete

Plum Creek Parkway Widening Phase 2 – This project will implement the Transportation Master Plan’s identified improvements for this corridor. The addition of the remaining two lanes of the master planned four-lane roadway on Plum Creek Parkway between Eaton Street and Ridge Road. Not only will it include the addition of 2 lanes, but also bicycle and pedestrian multi use lanes. It will also include roundabout modifications at Ridge Road.

Phase 2: Plum Creek Pkwy Widening (Eaton to Ridge): Construction – The following is a summary of design activities performed this month:

- Completed 1,000 feet of storm pipe installation
- Continued manufacturing of block wall
- Continued earthwork for new roadway and sidewalk construction
- Completed utility relocation (Electric)
- Continue the maintenance of erosion control
- Continue major cuts and fills
- Continued the installation of storm drain pipe
- Continued the installation of headwall for storm drain
- Continue the relocation of utilities
- Started the placement of base course
- Installation of conduit for street lighting

Budget: \$7,530,000

Targeted Construction Completion: Fall 2023

5. **Fifth Street Widening Project Design** – Fifth Street is a major arterial connecting local and regional travel between the easterly portions of Town and I-25. Roadway and pedestrian improvements for Fifth Street have been identified within the 2017 Transportation Master Plan (TMP) that will maintain adequate capacity and ensure efficient road network connections for future development.

The Fifth Street Widening project will complete all design elements for implementation of the full build-out transportation network from South Gilbert Street to Ridge Road as identified in the TMP. The improvements include:

- Widen to 4-lanes from Woodlands Boulevard to Ridge Road
- Add on-street bike lanes between Gilbert Street and Ridge Road
- Add sidewalks from Sixth Street to Ridge Road
- Roundabout and signal light construction at Woodlands Boulevard and Valley Drive respectively.

Phase: Design

- Design development from 30% to 90%
- Held project open house
- Continue environmental study
- Refine structure designs
- Prepare 90% design deliverables
- Coordination efforts with adjacent developments
- Continue to develop project utility design

Budget: \$1,500,000

Design Completion: December 2022

Right-of-way acquisition: Winter 2022-2023

Targeted Construction Completion: Winter 2023-2024

6. **Crowfoot Valley Road Widening** – Crowfoot Valley Road will be widened between the Knobcone Drive and Macanta Blvd. Currently, this section of Crowfoot Valley Road is a two lane transition section of asphalt roadway with portions in the Town of Castle Rock and in Douglas County. Recent improvements have been completed at both ends of this project along Crowfoot Valley Road, and the intent of this project is to complete improvements to the “gap” between these improvements. The proposed roadway will be a four-

lane section, including painted median/turn lanes, with bike lanes in both directions.

Phase: Design—Town submitted IGA comments to Douglas County for review; Douglas County submitted conceptual design elements for the Town to review;

- Town staff developed conceptual designs based off of Douglas County and Town comments
- Town staff presented design concepts to the community at October 27 open house
- Community feedback due by Nov 10 with a summary to be completed

Budget: \$2,500,000 (Town contribution to construction funding; IGA to be executed with County)

ROW Acquisition: Summer 2023

Design Completion: Summer 2023

Targeted Construction Completion: Summer 2024

7. **Relocation of Dawson Ridge Blvd and West Frontage Rd** – The purpose of this project is to relocate the I-25 West Frontage Rd to the west of the BNSF Railroad tracks to provide access to the surrounding neighborhoods and residents after the Crystal Valley Interchange is complete.

Phase: Design – CORE Consultants is the design consultant for this project. The following is a summary of the activities performed this month:

- Final design plans, specifications and estimate expected in mid-November for bid documents

Budget: \$299,000

Design Completion: Fall 2022

Targeted Construction Completion: Summer of 2025 in conjunction with Crystal Valley Interchange

8. **Crystal Valley Pkwy & Plum Creek Blvd Roundabout Project** This intersection is a major arterial currently controlled by stop signs in two directions. As the traffic volumes increase and with ongoing residential development and future construction of the new Crystal Valley Interchange, this existing traffic control will not be the most efficient and could contribute toward increased accidents. This project will accomplish the design of a roundabout intersection in order to improve the traffic capacity of the intersection, help to manage speeds along Crystal Valley Parkway, and to accommodate the growth in traffic that is expected to increase once the Crystal Valley Interchange has been constructed. This project is scheduled to be designed by September mid-October 2022, bid in October 2022, and constructed by Summer 2023.

Phase: Design

- Completed bid documents, advertised on October 20, 2022
- Bid Opening for project is scheduled for November 14, 2022

Budget: \$400,000

Design Completion: Fall 2022

Targeted Construction Completion: Summer 2023

9. **Wolfensberger Widening Improvements Project**- Wolfensberger Road is a major arterial connection for local and regional travel between the westerly portions of Town and I-25. Roadway and pedestrian improvements for Wolfens-

berger have been identified within the 2017 Transportation Master Plan (TMP) that will maintain adequate capacity and ensure efficient road network connections for future development.

The Wolfensberger Widening Improvements Project will complete all design elements for the implementation of the full build out transportation network from the western Town limits to Prairie Hawk Drive.

- Widening roadway to a full 4-lane arterial section
- Addition of sidewalk along both sides of Wolfensberger
- Roundabout construction at Red Hawk/Auburn and Wolfensberger Intersection
- Removal of existing traffic signal
- Storm water drainage improvements
- Implementation of on street bike lanes West/East bound

Phase: Planning/Design

- Weekly meetings with business and property owners along the corridor
- Ongoing design work with adjacent developers to accommodate and incorporate their ingress/egress into project design
- Design efforts/coordination is under way to possibly utilize developer stormwater infrastructure
- Design efforts to utilize existing Town property for stormwater improvements underway
- Utility coordination meetings ongoing
- Subsurface utility engineering (SUE) investigation ongoing
- 30% Design submittal scheduled for February 2023

Budget: \$2,500,000

Design Completion: Fall 2023

Right of Way Acquisition: Fall 2023

Targeted Construction Completion: Fall 2024

- 10. Downtown Quiet Zone Project** - This project is to implement a quiet zone through the downtown Castle Rock area. In order to implement the quiet zone, improvements must be constructed at three railway crossings: Second Street, Third Street and Fifth Street. The scope of the improvements to be constructed with this project include: additional crossing gates, pedestrian crossing improvements, ADA improvements, sign and marking improvements, curb and gutter additions and general railroad (Union Pacific or UP) coordination. The benefits of this project will be improved safety for vehicles and pedestrians and improved quality of life for downtown businesses, residents and patrons.

Phase: Construction - The following is a summary of activities performed this month:

- Resubmit construction agreements with Public Utilities Commission (PUC)
- Stockpile railroad construction materials on-site
- Continue scheduling and coordination of construction with Union Pacific

Budget: \$1,800,000

Targeted Construction Completion: Winter 2022-2023

Traffic Signal System Upgrades – This project is a multi-year signal system upgrade project that began in 2015 and is ongoing as funds are available. The project has included proven technology advances at signalized intersections, for our daily operations, and for communications between the center and each intersection.

- Staff is a part of the CDOT managed, adaptive signal system project that will implement adaptive signal timing on Founders Parkway, and Meadows Parkway, and Factory Shops Boulevard. Eight abutting Town signals will be included in the system. In October, detection was finalized at Allen St and Allen Way. CDOT ITS has provided the required licensing and the software will be turned on in November.
- Phase II of the Town's ATSPM project includes software development and signal timing. Traffic data was collected in September for signal retiming in October. Kimley-Horn is currently checking the new software for bugs and will be updating the Town's software once the bugs are fixed. In addition, Kimley-Horn has been collecting vehicle volume data and will be providing Town staff with new signal timing by the Thanksgiving holiday.
- Town Staff will be purchasing three new traffic signal cabinets and four new detection systems by the end of 2022 as part of inventory and replacement maintenance.

Budget: \$868,700

Construction Completion: End of year 2023

2022 Safety Projects – This project includes installing RRFBs at five locations, roadway improvements, and safety improvements on Gilbert Street.

- The 2022 safety projects have been completed and are in final walkthrough period. Staff are identifying safety improvements for the 2023 Safety Improvement Program.
- As part of the Gilbert Street PMP Full Depth Replacement Project, speed management improvements including speed cushions, a raised crosswalk, and curb extension were installed. A review of speed impacts was completed and showed a decrease in speeds.
- As part of the Wolfensberger Road Reconstruction Project, we installed a new median and signage that physically limits lefts out at Kinner Street and the gas station access.

2022 Budget: \$613,000

Construction Completion: Fall 2022

Illuminated Street Name Signs – Town staff are still working with CDOT to get Meadows Pkwy and Hwy 85 a power feed for two of the signs.

2022 illuminated street name signs are currently being purchased for four additional locations throughout the Town.

2022 Budget: \$58,000

Construction Completion: Summer 2022 and Fall 2022

Engineering Division

2022 Pavement Maintenance Program (PMP)

The 2022 PMP has focused its efforts in the South PMP area with additional work taking place on primary streets (E. Loop Rd, Fifth St, Gilbert St, Mikelson Blvd, and Woodlands Blvd).

Concrete Pavement Remove and Replacement Reconstruction

The Concrete Pavement Remove & Replacement Reconstruction project for Mt. Royal Drive/Masters Club & Champions Court, completed all concrete and asphalt requirements October 24. The project came in within contract time and budget.



Asphalt Overlay Project

The Asphalt Overlay Project began construction April 11. The project was completed October 18 with the reconstruction of Eveningglow Way. The project was done within contract time and budget.



Full Depth Reclamation Project

The Full Depth Reclamation project began April 11. The contractor completed Peak Vista Court, cul-de-sacs off Plum Creek Blvd., and Echo Hollow Street area this month, and moved operations to Rock Lane & Rock Street. This area is the final two streets to complete this project. The contractor will then move to Beacham Drive to repair the damage section caused by a water main break. The project is on track to be completed within allotted contract days and approved budget.



2022 Facilities Parking Lot Improvements Program

The contractor began work on Monday, September 20. The pro-

gram was completed October 10 and within the contract time and budget.

Parking lots that are scheduled include the following:

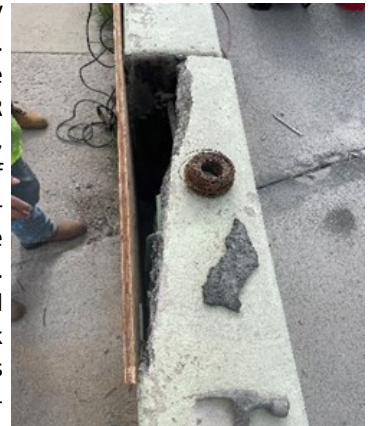


Perry St. Fire Station #151
Police Department
Centennial Park (Burgess Pool)
Butterfield Park Parking Lot
PCWPF Treatment Plant

Meadows Treatment Plant
Diamond Ridge Pump Station
Matney Park
Coachline Parking Lot

2022 Bridge Maintenance Program

ABCO was awarded the maintenance project for this year. The bridges identified for necessary repairs are the S. Wilcox over E. Plum Creek bridge and the Plum Creek Parkway over UPRR bridge. Substructure repairs, asphalt milling, repairing of bridge deck, and asphalt overlay on the S. Wilcox bridge were completed this month. The contractor also completed deck repairs on the Plum Creek Parkway bridge over UPRR this month. The project is scheduled to wrap up in the first week of November. The project is on track to be completed within contract time.



Development Division

Review and Permitting

Development Review - All 41 reviews were completed. No late reviews this month.

Permitting & Inspection – 22 right-of-way permits were issued.

Transportation Planning & Traffic Engineering Division

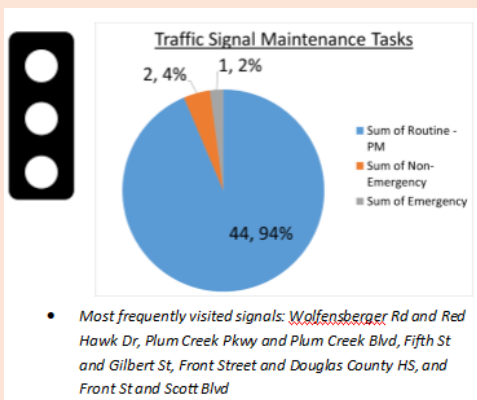
Taxi Voucher Program

For the month of October, the Taxi Voucher Program funded 100 rides; which is a 40% decrease to last year's October total of 168 and a 6% decrease from last month's total rides. Transportation services are provided for Castle Rock citizens who cannot drive, have a disability that prevents them from driving, or do not have access to a vehicle. In October, 18 individuals used the Taxi service. Of those individuals, 72% of the rides were for work, 18% for shopping trips, and 10% for medical appointments. Twenty-four rides were provided for people without access to a vehicle, 35 rides to seniors, and 41 rides to disabled riders.

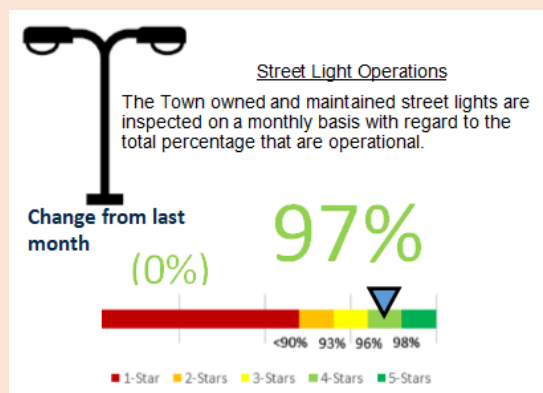
The Castle Rock Senior Center provided 889 rides in October.

Traffic Engineering and Operations

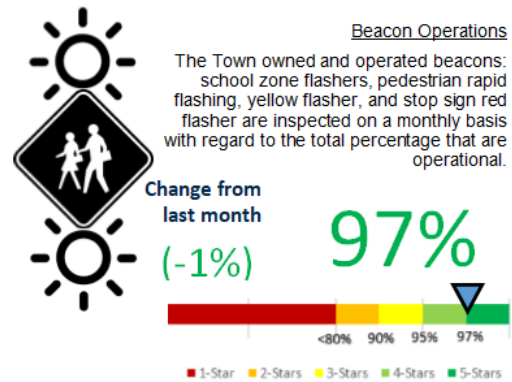
Traffic Signal Operations and Maintenance



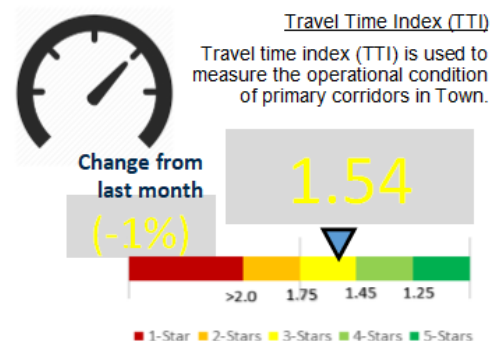
Street Light Operations



Beacon



Operations



Street Signs and Pavement Marking Maintenance

For the month of October, the team completed 707 tasks. Of these tasks, 137 of them were sign work activities related to fabrication, install, repairs, replacements, inspections and investigations. We had 226 beacon related tasks, including windshield inspections, and repairs. We did 204 tasks related to marking symbol installs and replacements. Other tasks included 14 small projects, a traffic count, two special events, and an emergency traffic control setup on Wilcox. Local street crosswalk painting is 100% complete.

Transportation Planning

Castle Rock Downtown Wayfinding Sign Plan:

AECOM conducted a Downtown walk to capture existing conditions and get feedback from Town staff. The walk around also identified potential sites and destinations that could go onto future wayfinding signs. The project web page and communications plan are currently under development.

Neighborhood Traffic Calming Program (NTCP):

The NTCP exists to verify and address quality of life items associated with vehicular traffic on local neighborhood streets and certain residential collector roadways. One new inquiry was received for Valley Drive. The support petition has been returned and a speed study has been ordered. Public Works staff has in-

formed the Police Department of the complaints for any potential enforcement effort. At the November 1 Town Council meeting, staff received direction to review the current program and identify any recommended changes.

DRCOG Transportation Improvement Program (TIP):

Regional grant applications for Call #3 are currently being reviewed by the regional panel of representatives. DRCOG staff evaluated and scored the projects. The Town and Douglas County sub-region submitted the CVI project for \$8 million in funding.

Fleet Services

Keeping Castle Rock on the Move



As you drive around Castle Rock and see many different departments providing first-class service, you will notice how they rely on their Town-issued vehicles. The Fleet Division takes great pride in knowing that those vehicles are reliable and safe to operate.

Fleet Services Division continues to make sure that Town vehicles and equipment are ready for operation. This includes public safety vehicles like Police & Fire but also other department vehicles that need to be in use to provide great service for our residents.

The Fleet Division continues to keep Castle Rock on the move with a very busy month of October with plenty of preventative maintenance work and preparing new vehicles for service. We completed 114 work orders and processed 129 vehicles for the month. Total output for the month was \$92,356 parts and labor billed out. Technician productivity was also very good for the month of October at 77.8%. And Fleet availability was to 96.3% which is slightly above our performance measure. Downtime did increase this month mainly due to some very large repair jobs.

Fleet technicians completed training for hybrid and electric vehicles. New snow removal dump truck for the Streets Division was put into service this month. Fleet manager Paul Colell is retiring next month and interviews are taking place to find a replacement.



New plow truck for Streets

Objective/Benchmark:

Complete at least 75% of our work orders

within 48-hours of coming to shop.

Outcome: Fleet team completed 80.5% of the work orders within 48-hours of opening repair requests or service requests. This benchmark number shows how quickly vehicles and equipment get serviced and repaired and back on the job. This benchmark number is just under our monthly objective.

Objective/Benchmark: Town vehicles and equipment available for use 95% of time.

Outcome: Town vehicles and equipment were available 96.3% of the time. This high fleet availability rate means that Town vehicles and equipment are ready when they are called upon to perform.

Street Operations & Maintenance Division

During the month of October, the Street Operations & Maintenance Division (SO&MD) performed work in the following maintenance operations:

- | | |
|--------------------------------|------------------|
| *Mastic Repair & Crack Sealing | *Training |
| *Street Sweeping | *Bridge Painting |
| *Road Shoulder Maintenance | |

Mastic Repair and Crack Sealing

In the month of October, the Streets Division crews completed the Pre-PMP (Pavement Maintenance Program) Crack Sealing operations. These operations are in direct support of large scale PMP functions planned for early next year. The crews completed 28.91 lane miles of crack seal operations, using 26,600 lbs. of crack seal material. The crews also undertook mastic repair operations. Mastic is similar to crack seal but contains aggregate for use in larger cracks. This material provides a structural component much greater than crack seal alone. The crews put down 11,025 lbs. of material to address larger transverse cracks and areas of wide asphalt degradation.

Street Sweeping

The Streets Division devoted 80 hours sweeping roadways in response to various needs throughout the Town, primarily accidents, and material spills. The crews also continued the downtown morning sweeping operations intended to keep the area clean and neat. In all, 884 cubic yards of material were taken off of Town roadways and 63.61 tons were taken to the landfill for proper disposal.

Road Shoulder Maintenance

In October, crews mowed 92.48 edge line miles of Town roadways, as well as removed 55 bags of garbage from the verge areas. These operations support a clean and attractive appearance and work to enhance the safety of motorists needing to exit the roadway if needed.

Bridge Painting

The Castle Oaks Bridge painting operation made great strides during October. All that remains are touch up and detail work which is expected to be completed in early November. The bridge was washed and painted to mitigate the effect that snow and ice operations may have on the bridge.

Training

The Streets Division hosted a final seasonal plow training in October. Seeking to ensure the personnel who will be asked to plow snow are familiar with the equipment and techniques needed to help mitigate the effect snow and ice has on Town roadways. The Streets Division has also seen the addition of a good number of new team members and will work to continue to train the new personnel in the details of Town operations.

Looking Ahead

November traditionally sees the beginning of the snow season as well as the Town wide sweep. Generally, the leaves don't all fall until November, so the Streets Division starts the Town wide sweep after the majority of them are on the ground. The team will also look to welcoming and training new team members, and maintaining asphalt repair operations as weather and access to materials permit.