



**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
( Fifth Street Improvements Phase 1 Project – Public Works )**

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**THIS CONSTRUCTION CONTRACT** (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **NATIVE SUN CONSTRUCTION, INC.**, a Colorado corporation, 231-3 North Silver Street, Lake City, Colorado 81235 (“Contractor”).

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

**SCOPE OF WORK.** The Contractor shall execute the entire scope of work described in the Contract (“Work”).

**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. Federal-Aid Contract Provisions for Construction Contracts, attached as *Exhibit 2*
5. FFATA Supplemental Federal Provisions, attached as *Exhibit 6*
6. Davis-Bacon Act Wage Determinations
7. The following Addenda, if any:

Number	Date
1	6/24/2025
2	7/08/2025

8. Special Conditions of the Contract:
  - a. Project Special Provisions
  - b. Standard Special Provisions
9. The following Specifications:
  - a. 2023 Standard Specifications for Road and Bridge Construction
10. The following Drawings/Reports:
  - a. 01\_24529-Fifth St-Ph1-AD-Plans-20250324
  - b. 07a\_24529-Fifth St-Ph1-AD-Geotech Report\_20221117
  - c. 06\_24529-Fifth St-PH1-AD-Drainage Report\_20250324
  - d. 05\_24529-Fifth St-PH1-AD-TESC Report\_20250324

e. 07c\_D21-2-418\_Wall Global Stability Letter\_Final\_1\_29\_25

f. CDPS General Permit COR400000 Renewal Certification\_158842

11. General Conditions, attached as ***Exhibit 1***
12. Notice of Award;
13. Invitation to Bid;
14. Information and Instructions to Bidders;
15. Notice of Substantial Completion;
16. Notice of Construction Completion;
17. Proposal Forms, including Bid Schedules;
18. Performance, and Labor and Material Payment Bonds;
19. Performance Guarantee; and
20. 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 **\$11,320,944.44** (“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 3***. 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 thirty (30) calendar days from the date of the Notice of Award or fifteen (15) days from the execution of this Construction Contract, whichever is later; and must complete work within three-hundred sixty-three (363) calendar days from and including the date of the 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 \$8,800.00 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 3**.*

**RESPONSIBILITY FOR DAMAGE CLAIMS.** See Article VI of the General Conditions.

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

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

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

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

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

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

**AMERICANS WITH DISABILITIES ACT.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement, to include website design services, will comply with all requirements of Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act, the Architectural Barriers Act, and the Colorado Anti-Discrimination Act. To the extent any

deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Agreement fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms of this Agreement and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliance deliverable, work, service or equipment into compliance.

**NO DISCRIMINATION IN EMPLOYMENT.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Agreement, Contractor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Contractor shall insert the foregoing provision in any subcontracts hereunder.

**TITLE VI COMPLIANCE.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

**ADVERTISING AND PUBLIC DISCLOSURE.** Contractor shall not include any reference to this Agreement or goods or services provided pursuant to this Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

**VENUE, CHOICE OF LAW AND DISPUTES.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

**AUTHORITY.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities. This Agreement is executed and made effective as provided above.

**LICENSES/TAXES.** Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or arising out of this Agreement.

**CONFIDENTIALITY.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town's business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when



provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

**ATTACHED EXHIBITS:**

- EXHIBIT 1 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS
- EXHIBIT 2 – FEDERAL AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS
- EXHIBIT 3 - CONTRACTOR’S BID
- EXHIBIT 4 – CONTRACTOR’S CERTIFICATE OF INSURANCE
- EXHIBIT 5 – AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS
- EXHIBIT 6 – FFATA SUPPLEMENTAL FEDERAL PROVISIONS

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Sarah Jean Rodger, Assistant Town Attorney

\_\_\_\_\_  
Daniel Sailer, Public Works Director

**CONTRACTOR:**

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

Its: \_\_\_\_\_

**EXHIBIT 3**

**CONTRACTOR'S BID**

**Fifth Street Improvements Project  
BID SCHEDULE**

ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
201-00000	CLEARING AND GUBBING	LS	1	\$ 38,274.24	\$ 38,274.24
202-00001	REMOVAL OF STRUCTURE	EA	1	\$ 2,884.09	\$ 2,884.09
202-00010	REMOVAL OF TREE	EA	8	\$ 1,458.00	\$ 11,664.00
202-00019	REMOVAL OF INLET	EA	3	\$ 1,296.00	\$ 3,888.00
202-00021	REMOVAL OF MANHOLE	EA	1	\$ 1,620.00	\$ 1,620.00
202-00031	REMOVAL OF FIRE HYDRANT	EA	2	\$ 2,700.00	\$ 5,400.00
202-00035	REMOVAL OF PIPE	LF	691	\$ 26.98	\$ 18,643.18
202-00037	REMOVAL OF END SECTION	EA	6	\$ 1,296.00	\$ 7,776.00
202-00190	REMOVAL OF CONCRETE MEDIAN COVER MATERIAL	SY	8	\$ 70.20	\$ 561.60
202-00200	REMOVAL OF SIDEWALK	SY	58	\$ 27.00	\$ 1,566.00
202-00201	REMOVAL OF CURB	LF	10	\$ 21.60	\$ 216.00
202-00203	REMOVAL OF CURB AND GUTTER	LF	1476	\$ 8.64	\$ 12,752.64
202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	1	\$ 864.00	\$ 864.00
202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	26	\$ 43.20	\$ 1,123.20
202-00220	REMOVAL OF ASPHALT MAT	SY	14634	\$ 12.66	\$ 185,266.44
202-00250	REMOVAL OF PAVEMENT MARKING	SF	12138	\$ 0.87	\$ 10,560.06
202-00700	REMOVAL OF LIGHT STANDARD	EA	1	\$ 962.28	\$ 962.28
202-00810	REMOVAL OF GROUND SIGN	EA	7	\$ 291.60	\$ 2,041.20
202-00821	REMOVAL OF SIGN PANEL	EA	3	\$ 174.96	\$ 524.88
202-01000	REMOVAL OF FENCE	LF	884	\$ 6.47	\$ 5,719.48
202-01130	REMOVAL OF GUARDRAIL TYPE 3	LF	663	\$ 8.57	\$ 5,681.91
202-04002	CLEAN CULVERT	EA	4	\$ 1,620.00	\$ 6,480.00
202-04005	CLEAN VALVE BOX	EA	4	\$ 1,296.00	\$ 5,184.00
203-00050	UNSUITABLE MATERIAL	CY	70	\$ 102.59	\$ 7,181.30
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	19657	\$ 18.47	\$ 363,064.79
203-00062	EMBANKMENT MATERIAL (COMPLETE IN PLACE)(SPECIAL)	CY	70	\$ 70.24	\$ 4,916.80
203-00510	ROCK FILL (SPECIAL)	CY	1287	\$ 120.60	\$ 155,212.20
203-01500	BLADING	HR	120	\$ 227.16	\$ 27,259.20
203-01597	POTHOLING	HR	125	\$ 594.00	\$ 74,250.00
206-00000	STRUCTURE EXCAVATION	CY	10248	\$ 20.16	\$ 206,599.68



ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	13105	\$ 41.36	\$ 542,022.80
206-00510	FILTER MATERIAL (CLASS A)	CY	151	\$ 129.13	\$ 19,498.63
206-00360	MECHANICAL REINFORCING OF SOIL	CY	7743	\$ 40.47	\$ 313,359.21
206-01781	SHORING (AREA 1)	LS	1	\$ 81,648.00	\$ 81,648.00
207-00702	TOPSOIL (OFFSITE)	CY	3230	\$ 20.16	\$ 65,116.80
208-00020	SILT FENCE	LF	5407	\$ 1.52	\$ 8,218.64
208-00030	SEDIMENT BASIN	EA	1	\$ 6,415.20	\$ 6,415.20
208-00035	AGGREGATE BAG	LF	96	\$ 8.99	\$ 863.04
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1	\$ 17,496.00	\$ 17,496.00
208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF	332	\$ 8.98	\$ 2,981.36
208-00070	VEHICLE TRACKING PAD	EA	3	\$ 6,969.24	\$ 20,907.72
208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	300	\$ 233.28	\$ 69,984.00
208-00207	EROSION CONTROL MANAGEMENT (ECM)	DY	363	\$ 524.88	\$ 190,531.44
210-00010	RESET MAILBOX STRUCTURE	EA	9	\$ 1,399.68	\$ 12,597.12
210-00050	RESET FIRE HYDRANT	EA	1	\$ 8,873.86	\$ 8,873.86
210-00810	RESET GROUND SIGN	EA	7	\$ 524.88	\$ 3,674.16
210-01000	RESET FENCE	LF	1129	\$ 23.91	\$ 26,994.39
210-04050	ADJUST VALVE BOX	EA	4	\$ 466.56	\$ 1,866.24
212-00706	SEEDING (NATIVE) (DRILL)	AC	4	\$ 618.19	\$ 2,472.76
213-00004	MULCHING (WEED FREE STRAW)	AC	4	\$ 1,131.41	\$ 4,525.64
213-00005	MULCHING (DECORATIVE)	CF	717	\$ 10.50	\$ 7,528.50
213-00061	MULCH TACKIFIER	LB	802	\$ 4.20	\$ 3,368.40
213-00067	ROCK MULCH (WEED FREE)	SF	1410	\$ 4.02	\$ 5,668.20
213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	400	\$ 13.59	\$ 5,436.00
216-00211	SOIL RETENTION BLANKET (EXCELSIOR)	SY	19165	\$ 3.73	\$ 71,485.45
240-00000	WILDLIFE BIOLOGIST	HR	40	\$ 349.92	\$ 13,996.80
304-06000	AGGREGATE BASE COURSE (CLASS 6)	TN	3246	\$ 45.54	\$ 147,822.84
308-00305	STABILIZE SUBGRADE (SPECIAL)	SY	17206	\$ 13.46	\$ 231,592.76
403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG 64-22)	TN	5885	\$ 106.38	\$ 626,046.30
403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG 64-22)	TN	2140	\$ 112.38	\$ 240,493.20
411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GL	2659	\$ 4.96	\$ 13,188.64
412-00800	CONCRETE PAVEMENT (8 INCH)	SY	478	\$ 172.23	\$ 82,325.94
420-00000	GEOMEMBRANE	SY	2769	\$ 10.50	\$ 29,074.50



ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
420-00112	GEOTEXTILE (DRAINAGE) (CLASS 1)	SY	81	\$ 29.16	\$ 2,361.96
503-00018	DRILLED SHAFT (18 INCH)	LF	10	\$ 262.44	\$ 2,624.40
503-00036	DRILLED SHAFT (36 INCH)	LF	15	\$ 933.12	\$ 13,996.80
503-00042	DRILLED SHAFT (42 INCH)	LF	17	\$ 944.78	\$ 16,061.26
504-04410	BLOCK FACING	SF	7778	\$ 64.15	\$ 498,956.70
504-04420	PRECAST PANEL FACING	SF	16115	\$ 45.49	\$ 733,071.35
504-06406	SOIL NAIL	LF	310.5	\$ 43.15	\$ 13,398.08
504-06410	VERIFICATION TESTING	EA	1	\$ 2,916.00	\$ 2,916.00
506-00209	RIPRAP (9 INCH)	CY	44	\$ 183.30	\$ 8,065.20
506-00412	SOIL RIPRAP (12 INCH)	CY	327	\$ 223.51	\$ 73,087.77
514-00100	HAND RAIL	LF	951	\$ 320.76	\$ 305,042.76
601-03000	CONCRETE CLASS D	CY	97	\$ 999.00	\$ 96,903.00
601-03050	CONCRETE CLASS D (WALL)	CY	169	\$ 1,053.00	\$ 177,957.00
601-40300	STRUCTURAL CONCRETE COATING	SY	872	\$ 10.59	\$ 9,234.48
601-40302	STRUCTURAL CONCRETE COATING (ANTI-GRAFFITI)	SF	28611	\$ 0.29	\$ 8,297.19
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	18345	\$ 2.86	\$ 52,466.70
602-00210	WELDED WIRE FABRIC	SY	446	\$ 29.16	\$ 13,005.36
603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN	LF	453	\$ 176.91	\$ 80,140.23
603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1376	\$ 206.68	\$ 284,391.68
603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN	LF	1166	\$ 251.07	\$ 292,747.62
603-01365	36 INCH REINFORCED CONCRETE PIPE (COMPLETE IN	LF	888	\$ 304.21	\$ 270,138.48
603-05030	30 INCH REINFORCED CONCRETE END SECTION	EA	1	\$ 3,854.74	\$ 3,854.74
603-10600	60 INCH CORRUGATED STEEL PIPE	LF	30	\$ 396.05	\$ 11,881.50
604-00305	INLET TYPE C (5 FOOT)	EA	1	\$ 7,709.62	\$ 7,709.62
604-00310	INLET TYPE C (10 FOOT)	EA	2	\$ 9,372.77	\$ 18,745.54
604-19105	INLET TYPE R L 5 (5 FOOT)	EA	3	\$ 8,184.79	\$ 24,554.37
604-19110	INLET TYPE R L 5 (10 FOOT)	EA	8	\$ 10,917.18	\$ 87,337.44
604-19205	INLET TYPE R L 10 (5 FOOT)	EA	1	\$ 12,936.82	\$ 12,936.82
604-20000	OUTLET STRUCTURE	EA	1	\$ 87,429.78	\$ 87,429.78
604-30010	MANHOLE SLAB BASE (10 FOOT)	EA	6	\$ 7,471.99	\$ 44,831.94
604-30015	MANHOLE SLAB BASE (15 FOOT)	EA	7	\$ 10,792.18	\$ 75,545.26
604-30020	MANHOLE SLAB BASE (20 FOOT)	EA	3	\$ 11,980.18	\$ 35,940.54
607-11525	FENCE (PLASTIC)	LF	3852	\$ 3.50	\$ 13,482.00

ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
607-53142	FENCE CHAIN LINK (42 INCH)	LF	783	\$ 60.94	\$ 47,716.02
608-00010	CONCRETE CURB RAMP	SY	184	\$ 246.41	\$ 45,339.44
608-00006	CONCRETE SIDEWALK (6 INCH)	SY	1209	\$ 105.71	\$ 127,803.39
608-10010	SIDEWALK DRAIN	EA	2	\$ 8,816.90	\$ 17,633.80
609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	1232	\$ 31.46	\$ 38,758.72
609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	4399	\$ 33.42	\$ 147,014.58
609-24002	GUTTER TYPE 2 (2 FOOT)	LF	17	\$ 23.36	\$ 397.12
609-24004	GUTTER TYPE 2 (4 FOOT)	LF	24	\$ 46.73	\$ 1,121.52
609-24008	GUTTER TYPE 2 (8 FOOT)	LF	30	\$ 105.26	\$ 3,157.80
610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1950	\$ 19.52	\$ 38,064.00
613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	1575	\$ 31.49	\$ 49,596.75
613-01300	3-INCH ELECTRICAL CONDUIT (PLASTIC)	LF	3565	\$ 33.83	\$ 120,603.95
613-07002	TYPE TWO PULL BOX	EA	3	\$ 1,848.74	\$ 5,546.22
613-07004	TYPE FOUR PULL BOX	EA	6	\$ 3,050.14	\$ 18,300.84
613-10000	WIRING	LS	1	\$ 26,324.48	\$ 26,324.48
613-13010	LUMINAIRE (LED) (10000 LUMENS)	EA	2	\$ 991.44	\$ 1,982.88
614-00011	SIGN PANEL (CLASS I)	SF	232	\$ 32.08	\$ 7,442.56
614-00012	SIGN PANEL (CLASS II)	SF	68	\$ 44.32	\$ 3,013.76
614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	236	\$ 37.32	\$ 8,807.52
614-01572	STEEL SIGN SUPPORT (2-1/2 INCH ROUND NP-40)(POST	LF	49	\$ 55.99	\$ 2,743.51
614-01522	STEEL SIGN SUPPORT (2-INCH ROUND)(SOCKET)	EA	4	\$ 215.78	\$ 863.12
614-01578	STEEL SIGN SUPPORT (2-1/2 INCH ROUND NP-40)(SLIPBASE)	EA	3	\$ 262.44	\$ 787.32
614-10130	ILLUMINATED SIGN	EA	3	\$ 7,208.35	\$ 21,625.05
614-10160	SIGNAL HEAD BACKPLATES	EA	8	\$ 174.96	\$ 1,399.68
614-40000	CONCRETE FOUNDATION PAD	EA	1	\$ 3,435.05	\$ 3,435.05
614-70150	PEDESTRIAN SIGNAL FACE (16)(COUNTDOWN)	EA	4	\$ 845.64	\$ 3,382.56
614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EA	8	\$ 1,078.92	\$ 8,631.36
614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	2	\$ 1,312.20	\$ 2,624.40
614-70560	TRAFFIC SIGNAL FACE (12-12-12-12)	EA	4	\$ 1,533.82	\$ 6,135.28
614-72855	TRAFFIC SIGNAL CONTROLLER CABINET	EA	1	\$ 25,777.44	\$ 25,777.44
614-72860	PEDESTRIAN PUSH BUTTON (APS TYPE)	EA	4	\$ 1,283.04	\$ 5,132.16
614-72864	FIRE PREEMPTION UNIT (G77)	EA	2	\$ 9,302.04	\$ 18,604.08
614-72895	VEHICLE DETECTION SYSTEM (SINGLE CAMERA)	EA	3	\$ 13,851.00	\$ 41,553.00



ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
614-80000	FLASHING BEACON	EA	2	\$ 6,444.36	\$ 12,888.72
614-80385	RUMBLE STRIP	LF	1624	\$ 11.66	\$ 18,935.84
614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST	EA	1	\$ 30,326.40	\$ 30,326.40
614-81250	TRAFFIC SIGNAL-LIGHT POLE STEEL (2-50 FOOT MAST ARM)	EA	1	\$ 58,320.00	\$ 58,320.00
614-84000	TRAFFIC SIGNAL PEDESTAL POLE STEEL	EA	2	\$ 4,082.40	\$ 8,164.80
614-86106	TELEMETRY (FIELD) (INSTALL ONLY)	EA	1	\$ 1,428.84	\$ 1,428.84
614-86248	TRAFFIC SIGNAL CONTROLLER (TYPE ASC3)	EA	1	\$ 8,281.44	\$ 8,281.44
614-86800	UNINTERRUPTED POWER SUPPLY	EA	1	\$ 8,281.44	\$ 8,281.44
614-87010	FIBER OPTIC CABLE (SINGLE MODE)(12 FIBER)	LF	80	\$ 8.16	\$ 652.80
614-87012	FIBER OPTIC TERMINATION PANEL (12 FIBER)	EA	1	\$ 997.27	\$ 997.27
614-87320	CLOSED CIRCUIT TELEVISION	EA	1	\$ 5,283.79	\$ 5,283.79
614-87350	TEST FIBER OPTIC CABLE	LS	1	\$ 1,854.58	\$ 1,854.58
614-87512	SPLICE FIBER OPTIC CABLE (12 STRAND)	EA	1	\$ 1,854.58	\$ 1,854.58
614-87692	ETHERNET SWITCH TYPE II	EA	1	\$ 8,281.44	\$ 8,281.44
619-06060	6 INCH DUCTILE IRON PIPE	LF	115	\$ 130.31	\$ 14,985.65
619-50960	12 INCH PLASTIC PIPE	LF	308	\$ 214.66	\$ 66,115.28
619-75000	CAST IRON VALVE BOX	EA	8	\$ 1,480.35	\$ 11,842.80
619-75048	6 INCH GATE VALVE	EA	3	\$ 1,899.25	\$ 5,697.75
619-75096	12 INCH GATE VALVE	EA	5	\$ 5,935.35	\$ 29,676.75
619-78048	6 INCH FIRE HYDRANT	EA	3	\$ 8,873.83	\$ 26,621.49
620-00020	SANITARY FACILITY	EA	1	\$ 22,394.88	\$ 22,394.88
621-00450	DETOUR PAVEMENT	SY	9900	\$ 32.89	\$ 325,611.00
625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 104,976.00	\$ 104,976.00
626-00000	MOBILIZATION	LS	1	\$ 753,630.18	\$ 753,630.18
627-00001	PAVEMENT MARKING PAINT	GL	118	\$ 75.82	\$ 8,946.76
627-00003	THERMOPLASTIC PAVEMENT MARKING (INLAID)	SF	60	\$ 23.33	\$ 1,399.80
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GL	115	\$ 145.80	\$ 16,767.00
627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING	SF	900	\$ 23.33	\$ 20,997.00
627-30410	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	1000	\$ 16.33	\$ 16,330.00
630-00000	FLAGGING	HR	3500	\$ 46.66	\$ 163,310.00
630-00003	UNIFORMED TRAFFIC CONTROL	HR	12	\$ 116.64	\$ 1,399.68
630-00006	UNIFORMED TRAFFIC CONTROL (VEHICLE)	HR	12	\$ 40.82	\$ 489.84
630-00007	TRAFFIC CONTROL INSPECTION	DY	104	\$ 179.45	\$ 18,662.80

ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE (\$)	TOTAL (\$)
630-00012	TRAFFIC CONTROL MANAGEMENT	DY	259	\$ 1,103.35	\$ 285,767.65
630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EA	25	\$ 116.64	\$ 2,916.00
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	83	\$ 116.64	\$ 9,681.12
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EA	18	\$ 116.64	\$ 2,099.52
630-80344	CONSTRUCTION TRAFFIC SIGN (SPECIAL)	SF	69	\$ 34.99	\$ 2,414.31
630-80355	PORTABLE MESSAGE SIGN PANEL	EA	4	\$ 9,331.20	\$ 37,324.80
630-80356	ADVANCE WARNING FLASHING AND SEQUENCING	EA	1	\$ 4,082.40	\$ 4,082.40
630-80360	DRUM CHANNELIZING DEVICE	EA	291	\$ 52.49	\$ 15,274.59
630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (	EA	25	\$ 75.82	\$ 1,895.50
630-80370	BARRIER (TEMPORARY)	LF	6084	\$ 45.49	\$ 276,761.16
630-80380	TRAFFIC CONE	EA	120	\$ 11.66	\$ 1,399.20
630-85010	IMPACT ATTENUATOR (TEMPORARY)	EA	3	\$ 6,998.40	\$ 20,995.20
641-10010	INITIAL SHOTCRETE FACING	SF	725	\$ 56.11	\$ 40,679.75
<b>Total Before F/A</b>					<b>\$ 10,753,344.44</b>
700-70010	F/A Minor Contract Revisions	FA	1	\$ 500,000.00	\$ 500,000.00
700-70023	F/A On-the-Job Trainee	FA	1	\$ 17,600.00	\$ 17,600.00
700-70082	F/A Furnish & Install Electrical Service	FA	1	\$ 10,000.00	\$ 10,000.00
700-70100	F/A Relocate	FA	1	\$ 15,000.00	\$ 15,000.00
700-70310	F/A Landscaping	FA	1	\$ 15,000.00	\$ 15,000.00
700-70380	F/A Erosion Control	FA	1	\$ 10,000.00	\$ 10,000.00
<b>Total</b>					<b>\$ 11,320,944.44</b>

**Written in Words:** Eleven Million Three Hundred Twenty Thousand Nine Hundred Forty Four Dollars And Forty Four Cents



## BID PROPOSAL

PROJECT: Fifth Street Improvements Project (Castle Rock, CO)

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

Native Sun Construction

a Corporation incorporated in the State of Colorado

-OR-

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

-OR-

a sole proprietor, whose trade name is \_\_\_\_\_  
in the Town of \_\_\_\_\_, 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, Construction Contract General Conditions, Federal-Aid Contract Provisions for Construction Contracts, 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. #1 Date 06/25/2025  
Addenda No. #2 Date 07/08/2025  
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: Native Sun Construction

BY: Fredericksun Barlow

ADDRESS: 15020 Woodcarver Rd, Monument, CO 80132 TITLE: Estimator

Attest:

SECRETARY:   
(if Corporation)

DATE: 07/16/2025

## BIDDER'S DATA

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

1. Name of Bidder: Native Sun Construction
2. Permanent main office address: 15020 Woodcarver Rd, Monument, CO 80132
3. Phone: (719) 413-4685 Email Address: fredericksun.barlow@nscteam.com Fax # (719) 593-7879
4. Bidder's federal tax identification number 26-3609046
5. The Bidder is organized as a Corporation
6. The date the Bidder was organized in its current form: September 2008
7. If a corporation, the state where it is incorporated: Colorado
8. Have you ever been debarred or suspended by a government from consideration for the award of contracts? No If so, where and why?
9. 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 Data**.

CONTRACTOR: Native Sun Construction

BY: Fredericksun Barlow

ADDRESS: 15020 Woodcarver Rd, Monument, CO 80132

ITS: Fredericksun Barlow Estimator  
Title

Attest:

SECRETARY: Ernest Jeasop  
(if Corporation)

DATE: 07/16/2025



## BIDDER'S OFFICIALS DATA

Bidder's name Native Sun Construction

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

Name Ernest Jessop

Title President/CEO

Home address 15020 Woodcarver Rd

Town, State, Zip Monument, CO 80132

Name Ephraim Jessop

Title Secretary and Treasurer

Home address 15020 Woodcarver Rd

Town, State, Zip Monument, CO 80132

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

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

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

## BID BOND

Native Sun Construction, 15020 Woodcarver Rd, Monument, CO 80132

(Insert the full name and address or legal title of the Contractor) as Principal,  
and, United States Fire Insurance Company

(Insert the legal title and the Surety) as Surety, a corporation organized under the laws of the State of  
Delaware, and authorized to transact business in the State of Colorado, with a general office  
at 305 Madison Avenue Morristown, NJ 07960, are  
hereby bound to the Town of Castle Rock, Colorado, (the "Town") as Obligee, in the amount of  
Five Percent (5%) of Bid Amount 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  
July 16, 2025, for construction of the Fifth Street Improvements Project.

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

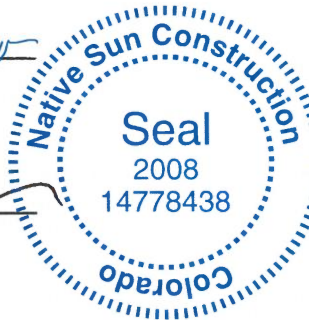
Executed this 15th day of July, 2025.

WITNESS

Fredericksum Barlow

WITNESS

Jonathan Bjork



Native Sun Construction

PRINCIPAL

By its President Ernest Jessop

United States Fire Insurance Company

SURETY

TITLE

BY: Alec Kleiner  
Its Attorney in fact: Alec Kleiner

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



Signed: Alec Kleiner

Title: Alec Kleiner, Attorney-In-Fact

**POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

03783

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Taylor J Wilstead, Alec Kleiner, Chris Morrow, Kaitlyn Sherwood

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

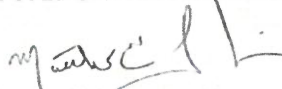
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF,** United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 8th day of April, 2025.

**UNITED STATES FIRE INSURANCE COMPANY**




  
Matthew E. Lubin, President

State of New Jersey }  
County of Morris }

On this 8th day of April, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



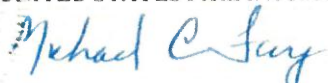
  
Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 15th day of July 2025

**UNITED STATES FIRE INSURANCE COMPANY**



  
Michael C. Fay, Senior Vice President



## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado )

County of El Paso )

Fredericksun Barlow, being duly sworn, deposes and says that:  
(Insert name)

1. He/She is the Estimator (Title) of Native Sun Construction, 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: Native Sun Construction

BY: Fredericksun Barlow

ADDRESS: 15020 Woodcarver Rd, Monument, CO 80132 TITLE: Estimator

Attest:

SECRETARY: Fredericksun Barlow  
(if Corporation)

DATE: 07/16/2025

(SEAL)



## SUBCONTRACTORS AND RELATED DATA

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

Firm Name: Powell Restoration  
Address: 6395 Brighton Boulevard, Commerce City, CO 80022  
Proposed work and percentage of total work to be assigned: Erosion Control  
Percentage 1.5 %

Firm Name: Martin Marietta  
Address: 1627 Cole Blvd Suite 200, Lakewood, CO 80401  
Proposed work and percentage of total work to be assigned: Asphalt Paving  
Percentage 10 %

Firm Name: Slaton Bros  
Address: 3033 South Parker Road, Suite 1150, Aurora, CO 80014  
Proposed work and percentage of total work to be assigned: Retaining Walls  
Percentage 15 %

Firm Name: Lighthouse Transportation Group  
Address: 11861 Bradburn Blvd, Westminster, CO 80031  
Proposed work and percentage of total work to be assigned: Electrical  
Percentage 5 %

Firm Name: Rocky Mountain Signing  
Address: 10335 S. Progress Way, Parker, CO 80134  
Proposed work and percentage of total work to be assigned: Traffic Control  
Percentage 4 %

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

**Total Percentage 35.5 %**  
(Not to Exceed 70%)



## **REQUESTS FOR BID CONFIDENTIALITY**

The Town is subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S. ("CORA") and the contents of any proposals submitted to the Town for consideration, with the exception of trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data pursuant to Section 24-72-204(3)(a)(IV), C.R.S., may become public records subject to inspection by the public. A Submitter must clearly mark any information they believe is confidential or proprietary information in their proposal. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with CORA, the Town will make reasonable efforts to notify the Submitter of the request and release only that information which has not been identified as confidential or proprietary. If there is a legal challenge to the withholding of such information, the Submitter shall agree to indemnify, hold harmless, and defend the Town against such challenge, assuming exclusive responsibility for defending its position as to the confidentiality of the requested information, and shall reimburse the Town in full for any and all attorney fees that the Town may incur as a result of such challenge. The Town is not obligated to assist in such defense and cannot and does not guarantee that the confidentiality of records so designated will be upheld by a reviewing court. 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 such disclosure.



## LETTER OF INDEMNIFICATION FOR WITHHOLDING CONFIDENTIAL INFORMATION

Re: Request under the Colorado Open Records Act

Invitation for Bid Number: \_\_\_\_\_

Bids submitted by contractors in response to the Town of Castle Rock's Invitation For Bid are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the contractor's bid in accordance with the Open Records Law, the Town will review the Contractor's bid, giving consideration to the portions that the Bidder 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 bid 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, Bidder 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.

Native Sun Construction

Bidder (Contractor or Business Name)

By: Fredericksun Barlow  
Signature

Fredericksun Barlow

Name (*please print*)

Estimator

Title

07/16/2025

Date



## CDOT FORM 606

### Colorado Department of Transportation Anti Collusion Affidavit – Form 606

**Instructions:** Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: STU M185-017 (24529)

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

**Signature Declaration:** I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

<u>Native Sun Construction</u>	Contractor Company	<u></u>	Second
Name		Company Name if Joint Venture	
<u>Frederickson Barlow</u>	By	<u></u>	By
<u>Estimator</u>	Title	<u></u>	
<u>07/16/2025</u>	Date	<u></u>	Date

Form Number 606 – April 2024

## Colorado Department of Transportation

**Anticipated DBE Participation Plan (CDOT Form 1414)****Section A. Bidder and DBE Information.** This section must be completed by the Bidder.

1. Project S/A No. or PCN Number (5 digit #):	N/A	2. FHWA Project # or Subaward Agreement # from COTRAMS (FTA projects):	N/A	3. Project Name:	<b>Fifth Street Improvements Project</b>
4. Name of Bidder:	<b>Native Sun Construction</b>	5. Bidder's Contact Name:	<b>Fredericksun Barlow</b>	6. Bidder's Contact Phone #:	<b>(719) 413-4685</b>
7. Bidder's Contact Email Address:	<a href="mailto:fredericksun.barlow@nscteam.com">fredericksun.barlow@nscteam.com</a>	8. Bid Submission Date:	<b>7/16/2025</b>	9. Region:	N/A
10. DBE Contract Goal:	<b>12%</b>				

**Section B. DBE Commitments**

## 9. DBE Commitment Details

DBE Firm Name	Work to be Performed	Commitment Amount	Eligible Participation
<b>Powell Restoration</b>	<b>Erosion Control</b>	<b>\$150,000.00</b>	<b>\$150,000.00</b>
<b>Rocky Mountain Signing</b>	<b>Traffic Control</b>	<b>\$480,000.00</b>	<b>\$480,000.00</b>
<b>Slaton Bros</b>	<b>Retaining Walls</b>	<b>\$245,000.00</b>	<b>\$245,000.00</b>
<b>Lighthouse Transportation Group</b>	<b>Electrical</b>	<b>\$400,000.00</b>	<b>\$400,000.00</b>
<b>Standard Concrete Inc</b>	<b>Concrete</b>	<b>\$85,000.00</b>	<b>\$85,000.00</b>
Total Eligible Participation:			<b>\$1,360,000.00</b>
Total Bid Amount:			<b>\$11,320,944.44</b>
Total Eligible Participation Percentage:			<b>12.01%</b>

**Section C. Bidder Signature**

## 10. Bidder Representative:

**COMMITMENTS LISTED ON THIS FORM SHALL BE BINDING ON THE BIDDER UPON CONTRACT AWARD. IF THE DBE GOAL IS ZERO, DBE COMMITMENTS ARE OPTIONAL AND THE BIDDER IS NOT REQUIRED TO LIST ANY DBE COMMITMENTS ON THIS FORM.** This section must be signed by an individual with the authority to contractually bind the Bidder. By signing this form, as an authorized representative of the Bidder, you declare under penalty of perjury in the second degree and any other applicable state or federal laws that the statements made in this document are true and complete to the best of your knowledge. Further, you attest that you understand the following:

CDOT shall not award a contract (or provide its concurrence to award a Local Agency Project) until it has been determined that commitments are sufficient to meet the DBE contract goal or else good faith efforts have been made to meet the goal despite falling short. Once your bid has been submitted, commitments may not be modified or terminated without the approval of CDOT. If selected as the low apparent bidder, you shall submit a CDOT Form 1415 for each commitment listed above. If you have not met the contract goal, you will also be required to submit documentation of all good faith efforts to meet the contract goal. It is your responsibility to ensure that the selected DBEs are certified for the work to be performed and that their eligible participation has been properly counted. Please review your project's DBE requirements for additional information and instructions on calculating eligible participation.

a. Name	b. Title	c. Signature	d. Date
<b>Fredericksun Barlow</b>	<b>Estimator</b>	<i>Fredericksun Barlow</i>	<b>7/16/2025</b>

**EXHIBIT 4**

CONTRACTOR'S CERTIFICATE OF INSURANCE

**EXHIBIT 5**  
**TOWN OF CASTLE ROCK**  
**AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS**

I, Choose an item., an authorized representative of Choose an item., 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

Choose an item.

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

Name

STATE OF COLORADO )

) ss.

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

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

Witness my official hand and seal.

My commission expires:

\_\_\_\_\_

Notary Public

## EXHIBIT 6

### FFATA SUPPLEMENTAL FEDERAL PROVISIONS

#### State of Colorado

#### Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to

The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1. Grants;
- 1.1.2. Contracts;
- 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non- Federal Entities.

Award **does not** include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
- 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14. Any award classified for security purposes; or
- 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

- 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.



- 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
  - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 1.5.2. A foreign public entity;
  - 1.5.3. A domestic or foreign non-profit organization;
  - 1.5.4. A domestic or foreign for-profit organization; and
  - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non- Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.



- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
  - 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
2. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
3. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
4. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
  - 4.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 4.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.
5. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 5.2. In the preceding fiscal year, Contractor received:

- 5.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 5.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
6. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
7. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
8. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 8.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
    - 8.1.1. Subrecipient DUNS Number;
    - 8.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
    - 8.1.3. Subrecipient Parent DUNS Number;
    - 8.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
    - 8.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
    - 8.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
  - 8.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 8.2.1. Subrecipient's DUNS Number as registered in SAM.
- 8.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**9. Exemptions.**

- 9.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 9.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 9.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 9.4. There are no Transparency Act reporting requirements for Vendors.

**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.