

RESOLUTION NO. 2024-~~XXX~~

**A RESOLUTION CONCURRING WITH THE AWARD OF A
CONSTRUCTION CONTRACT BY THE DAWSON TRAILS
METROPOLITAN DISTRICT NO. 1 TO BEMAS CONSTRUCTION FOR
THE DAWSON TRAILS BOULEVARD PROJECT, AND APPROVING
ALL CONTRACT DOCUMENTS ASSOCIATED THEREWITH**

WHEREAS, the Town of Castle Rock, Colorado (the “Town”) is currently working to construct the Crystal Valley Interchange, which requires a new north-south connection road, referred to as Dawson Trails Boulevard, to be constructed along the west side of Interstate 25; and

WHEREAS, the Town and Dawson Trails Metropolitan District No. 1 (the “District”) entered into the CVI Contribution Funding Agreement on October 9, 2023 (the “Funding Agreement”), by which the District agreed to contribute \$50,000,000.00 (the “District’s Contribution”) to the design, acquisition, construction, management, and installation of the Crystal Valley Interchange Project (the “CVI Project”); and

WHEREAS, the Town and the District entered into the Dawson Trails Boulevard Management Agreement on May 21, 2024 (the “Management Agreement”), by which the District has agreed to manage a critical component of the CVI Project, the construction of Dawson Trails Boulevard from the current southern boundary of the Town north to the federal limits of the CVI Project (the “DTB Project”); and

WHEREAS, Section 2.01.A of the Management Agreement states that the District is responsible for all aspects of permitting, bidding and contracting, development, construction, and construction management of the DTB Project through completion; and

WHEREAS, Section 2.02.A of the Management Agreement requires that the Town be entirely responsible for financing construction of the DTB Project; and

WHEREAS, Section 2 of the Funding Agreement establishes the Interchange Project Fund into which the District’s Contribution has been deposited, a portion of which is allocated by Section 5 of the Funding Agreement for the purpose of financing the DTB Project; and

WHEREAS, Section 2.02.C of the Management Agreement provides that the District will undertake a competitive bidding process to select the lowest, best, and responsive bidder it will use to construct and manage the DTB Project (the “Work”), which selection requires Town concurrence; and

WHEREAS, the District has completed the bidding process required under the Agreement and has selected Bemas Construction (the “Contractor”) to perform the Work at a total cost of \$10,092,606.44; and

WHEREAS, the District and the Contractor have agreed to the terms and conditions by which the Work will be performed, which terms and conditions are set forth in the Project Manual for the Dawson Trails Metropolitan District No. 1 Dawson Trails Boulevard- CIP Project (the “Contract Documents”); and

WHEREAS, Town staff reviewed the bids received by the District for the Work and recommends that Town Council concur with the District’s selection of Contractor; and

WHEREAS, as required by Section 3.01 of the Management Agreement, Town staff has reviewed the Contract Documents and recommends their approval by the Town Council; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to concur with the District’s selection of the Contractor, approve the Contract Documents, and authorize funding for the DTB Project.

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

Section 1. Concurrence. The Town hereby concurs with the selection of Bemas Construction as the contract for the DTB Project.

Section 2. Approval. The Town hereby approves the Contract Documents in substantially the same form as presented at tonight’s meeting, with such technical changes, additions, modifications, deletions or amendments as the Town Manager may approve upon consultation with the Town Attorney.

Section 3. Encumbrance and Authorization for Payment. In order to meet the Town’s financial obligations under the Management Agreement, the Town Council authorizes the expenditure and payment from the Interchange Project Fund in the amount of \$10,092,607.00, plus an additional 10% contingency in the amount of \$1,009,261.00. Payments from the Interchange Project Fund shall be processed pursuant to the terms of the Funding Agreement.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2024, by the Town Council of the Town of Castle Rock, Colorado, on the 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

PROJECT MANUAL

for

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

DAWSON TRAILS BLVD. – CIP PROJECT

Date: May 24, 2024

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BIDDING AND CONTRACT REQUIREMENTS
SECTION 00020 INVITATION TO BID

INVITATION TO BID

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 (the “Owner”) will receive sealed Bids for Dawson Trails Blvd. – CIP Project (the “Project”) at the office of 333 Perry St, Suite 207, Castle Rock, CO, until 10:00 a.m. on June 20, 2024. At such time, Bids received will be publicly opened and read aloud.

A description of the Work to be performed, including all materials and labor necessary for completion of the Work, is: Grading package of approx. 350,000 cy, installation of storm and water infrastructure, and buildout of Dawson Trails Blvd. roadway.

Bid packages will be available electronically after 10:00 a.m. on May 24, 2024. Send request for bid documents to Justin Hacker, justin@silverbluffcompanies.com.

Bids shall be made at on the forms furnished by the Owner and shall be enclosed in a sealed envelope and endorsed with the name of the Bidder. A Bid Bond in an amount equal to ten percent (10%) of the total Bid amount will be required. The Bid Bond will be retained by Owner as liquidated damages should the Successful Bidder fail to enter into a Contract with the Owner in accordance with the Bid. Bidders must supply a list of Subcontractors providing Ten Thousand Dollars (\$10,000) or more in labor and/or materials to the Project.

Attention is called to the fact the Bidders offer to assume the obligations and liabilities imposed by the Contract Documents. The Successful Bidder for the Project will be required to furnish a Performance Bond and a Labor and Materials Payment Bond in the full amount of the Contract Price, in conformity with the requirements of the Contract Documents.

Bidders are hereby advised the Owner reserves the right to not award a Contract until ninety (90) days from the date of the opening of Bids, and Bidders expressly agree to keep their Bids open for the ninety (90) day period. Owner reserves the right to reject any and all Bids, to waive any informality, technicality, or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional, or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidders’ qualifications, including financial statements, and to accept the proposal that is, in the opinion of the Owner, in its best interest. Owner also reserves the right to extend the Bidding period by Addendum if it appears in its interest to do so.

Any questions concerning this bid shall be submitted no later than 12:00 pm, June 17, 2024, and must be directed in writing to: Justin Hacker, justin@silverbluffcompanies.com.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

INSTRUCTION TO BIDDERS

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 (the “Owner”) will receive sealed Bids for Dawson Trails Blvd. – CIP Project (the “Project”) at the office of 333rd Perry St, Suite 207, Castle Rock, Co, until 10:00 a.m. on June 20, 2024. At such time, Bids received will be publicly opened and read aloud.

Engineer: CORE Consultants
Attn.: Jeff Killingsworth
Address: 3473 S. Broadway
Englewood, CO 80113
Tel: 303-703-4444

Owner: DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
WHITE BEAR ANKELE TANAKA & WALDRON
Attn.: Jennifer Gruber Tanaka, Esq.
Address: 2154 E. Commons Ave., Suite 2000
Centennial, CO 80122
Email: jtanaka@wbapc.com
Tel: (303) 858-1800

Owner’s Representative: Silverbluff Companies
Attn.: Justin Hacker
Email: Justin@silverbluffcompanies.com
Tel: 229-443-7357

Town Agent: Town of Castle Rock
Attn: Public Works
Address: 100 N. Wilcox St.
Castle Rock, CO 80104
Email: amonks@crgov.com
Tel: 720-733-2462

PART 1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders which are defined in the General Conditions shall have the meanings assigned to them in the General Conditions. The term “Successful Bidder” means the lowest, qualified, responsive, and responsible Bidder as determined by Owner in its sole discretion and to whom Owner determines (on the basis of Owner’s evaluation as hereinafter provided) to make an award.

PART 2 COPIES OF CONTRACT DOCUMENTS

- 2.01** Complete copies of the Drawings and Specifications for use in preparing Bids may be obtained electronically only.
- 2.02** No partial sets of Bidding Documents will be issued. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03** Owner and Engineer will make copies of Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work only and do not authorize or confer a license for any other use.

PART 3 QUALIFICATIONS OF BIDDERS

- 3.01** Each Bidder must be prepared to submit written evidence of its qualifications to perform the Work as set forth in Part 17 of these Instructions to Bidders. Bidders may be required to submit evidence that they have a practical knowledge of the Work bid upon, and that they have the financial resources to complete the proposed Work. In determining the Bidder's qualifications, the Owner will consider work previously completed by the Bidder and whether the Bidder (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the Work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the Work; and (d) has appropriate technical experience. Each Bidder may be required to show that it has handled former work and that no just claims are pending against such work. No Bid will be accepted from a Bidder who is engaged in any work which would impair its ability to perform or finance this Work. The Bidder shall include a construction schedule prepared by the Bidder for a recent construction project awarded to and undertaken by the Bidder to indicate the Bidder's technical experience.
- 3.02** Each Bid must contain evidence of Bidder's qualification to do business in the State of Colorado. The Bidder shall include an initial Project schedule which shall consist of an overview of the installation and construction of the Project, showing the units of all materials required to be installed against time elapsed from the Notice to Proceed. An award to any Bidder shall not constitute an approval by the Owner or the Engineer of this Project schedule. Such initial Project schedule shall be refined to meet the standards set forth in Part 14.01 of the General Conditions if the Contract is awarded to Bidder.

PART 4 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.01** Before submitting a Bid, each Bidder represents that it has (a) examined the Contract Documents thoroughly; (b) visited the Site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c)

familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work; and (d) studied and carefully correlated Bidder's observations with the Contract Documents.

- 4.02** Bidder shall be responsible for the identification of physical conditions at the Site, or which may otherwise affect the cost, progress, or performance of the Work, and which have been relied upon by the Engineer in preparing the drawings and specifications. Owner has disclosed to the Engineer all information known to it that may be relevant to the subsurface and physical condition at the Site. Copies of such reports, if any, are available for review at the Engineer's office. Neither Owner nor Engineer makes any warranty concerning such reports, if available.
- 4.03** On request, Owner will provide access to the Site for each Bidder to conduct such investigations and tests as each Bidder deems necessary for submission of its Bid.
- 4.04** The lands upon which the Work is to be performed, right-of-way for access thereto, and other lands designated for use by Contractor in performing the Work, are identified in the Supplementary Conditions, General Requirements, or Drawings.
- 4.05** Access to the Site may be arranged through the Owner's Representative. Site access will be limited to normal working hours and to pre-arranged times.
- 4.06** The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of the Bid Instructions and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work. Bidder further acknowledges that it shall provide the performance required by the Contract Documents and that which can be reasonably inferred therefrom.
- 4.07** Bidder acknowledges that the Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 5 INTERPRETATIONS

- 5.01** All questions about the meaning or intent of the Contract Documents are to be submitted to Owner's Representative in writing. Replies will be issued by Addenda. Questions received after 12:00 pm, June 17, 2024, will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretation or clarifications will be without legal effect. Addenda will be mailed or delivered to all parties recorded by Owner's Representative as having received the Bidding Documents. No Addenda will be issued later than 6:00 pm, June 18, 2024, except an Addendum, if necessary, postponing the date for receipt of Bids or withdrawing the request for Bids.

5.02 All Addenda to the Contract Documents shall be properly acknowledged by Bidder in the space provided on the Bid Form.

PART 6 PRE-BID CONFERENCE

6.01 A site visit is required to be completed at least 48 hours prior to the bid submission deadline. To schedule a site visit, send an email to Justin Hacker at Justin@silverbluffcompanies.com.

PART 7 BASIS OF BIDS

7.01 The Bidder shall submit bids amounts for all Bid Alternates, if any, listed on the Bid Form, as required by the Bid Form.

PART 8 BID SECURITY

8.01 Bid Security shall be made payable to the Owner, in an amount equal to ten percent (10%) of the Bidder's Base Bid, excluding Bid Alternates, and in the form of a Cashier's Check or a Bid Bond on the form attached issued by a surety meeting the requirements of the General Conditions.

8.02 The Bid Security for a Bid of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required bond or bonds, whereupon it will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required bond or bonds within ten (10) days of the Notice of Award, and in the event the Successful Bidder fails to pay to Owner the difference not to exceed the sum between such Bid and such larger amount for which Owner may in good faith contract with another party to perform the Work covered by such Bid, then Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the seventh (7th) day after the "Effective Date of Agreement" (which term is defined in the General Conditions) or the sixty-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within seven (7) days of the Notice of Award. In the event of conflicts between the terms of the Bid Bond contained in Section 00410 and this Part 8, Section 00410 shall prevail.

PART 9 CONTRACT TIME

9.01 The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

PART 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages are set forth in the Agreement.

PART 11 SUBSTITUTE MATERIAL AND EQUIPMENT

11.01 The Contract, if awarded, will be executed with the Successful Bidder on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or “or-equal” items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the “effective date of the Agreement”. The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which are supplemented in the Supplementary Conditions.

PART 12 SUBCONTRACTORS

12.01 The Bid Form requires that Bidder identify certain Subcontractors and other persons and organizations as part of the Bid. The apparent Successful Bidder must make submittals in accordance with Part 17. Any other Bidder so requested, shall, within seven (7) days after the date of the Bid opening, submit to Owner a list of all Subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the Work as to which such identification is so required. Such list shall be accompanied by a written statement of qualifications including financial data, a summary of previous experience, previous commitments and evidence of authority to conduct business in the jurisdiction where the Project is to be located. If Owner, Engineer, Town Agent, or Owner’s Representative, after due investigation, has reasonable objection to any proposed Subcontractor, other person or organization, they may (before giving the Notice of Award) require the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price. If the apparent Successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but declining to make any such substitution will not constitute grounds for sacrificing Bid Security by such Bidder. Any Subcontractor, other person or organization so listed and to whom Owner, Engineer, Town Agent, or Owner’s Representative does not make written objection prior to the giving of the Notice of Award, will be deemed acceptable to Owner, Engineer, Town Agent, and Owner’s Representative.

12.02 No Bidder shall be required to employ any Subcontractor, other person, or organization with respect to whom the Bidder has reasonable objection.

PART 13 BID FORM

13.01 Two (2) copies of the Bid Form, including the Detailed Bid Form attachment, are included herewith.

- 13.02** The Bidder shall submit a completed Bid Form, including the Detailed Bid Form attachment, filled out in ink. Bid prices must be stated in words or numerals, or both, as required on the Bid Form. In case of a conflict between the words and numerals, the words will take precedence.
- 13.03** Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.04** Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.05** Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 13.06** The names of all persons signing Bids must also be legibly printed or typed below the signature. A Bid by a person who affixes to his signature the word “president,” “secretary,” “agent,” or other designation without disclosing the principal may be held to be the Bid of the individual signing. Evidence of the authority of the person signing shall be furnished.
- 13.07** The full name of each person or company interested in the Bid shall be listed on the Bid Form.
- 13.08** The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be inserted on the Bid Form.
- 13.09** No alterations in Bids, or in the printed forms therefor, by erasures, interpolation, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed. No alteration in any Bid, or in the form on which it is submitted, shall be made after the Bid has been submitted.
- 13.10** The address to which communications regarding the Bid are to be directed must be shown.

PART 14 SUBCONTRACTOR LISTING

- 14.01** Each Bidder shall list on the form provided in Section 00430, the name and the address of each Subcontractor who will perform work or labor in an amount in excess of Ten Thousand Dollars (\$10,000), or render service to the Bidder in or about the Work, the value of which exceeds Ten Thousand Dollars (\$10,000). Each Bidder shall also list on the form provided, the name and the address of each licensed Subcontractor who, under subcontract to the Bidder, specifically fabricates and installs a portion of the

Work, in an amount in excess of Ten Thousand Dollars (\$10,000) describing the portion of the Work which will be performed by such Subcontractor. The license number for each electrical and mechanical Subcontractor shall be included in the listing.

PART 15 MATERIAL AND EQUIPMENT SUPPLIER LISTING

- 15.01** Separate and apart from the listing provided in Part 14 hereof, each Bidder shall list, on the form provided in Section 00450, the name of the major suppliers of materials and the manufacturers or suppliers of the major items of equipment and systems to be used in the Work, which it proposes to furnish. Upon the award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the specifications or the manufacturer is unable to meet delivery requirements of the construction schedule.
- 15.02** Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the Specifications covering such equipment; final acceptance will be based on full conformity with the Specifications covering the equipment.
- 15.03** Failure to furnish all information requested may be cause for rejection of the Bids.

PART 16 SUBMISSION OF BIDS

- 16.01** Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be included in an opaque, sealed envelope addressed to Owner and identified on the outside with the Bidder's name and address and with the words "Bid for DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, DAWSON TRAILS BLVD. – CIP PROJECT."
- 16.02** Each Bid shall be accompanied by the Bid Security and other required documents.
- 16.03** If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.
- 16.04** Bids shall be deposited in the designated location prior to the time and date for receipt of Bids indicated in the Invitation to Bid, or the modified time and date indicated by Addendum. Bids received after the time and date for receipt of Bids may be returned unopened. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 16.05** Oral, telephone, fax, or email Bids are invalid and will not receive consideration. No Bidder may submit more than one Bid. Multiple Bids under different names will not be accepted from one firm or association.

PART 17 POST BID/PRE AWARD SUBMITTALS

17.01 The apparent low Bidder identified by the Owner's Representative must submit the following information by hand delivery to Owner's Representative by 1:00 p.m. on the day following the Bid opening:

- A.** A written statement of qualifications of the Bidder, including a list of a minimum of five (5) recent similar projects the Contractor has performed.
- B.** Copy of the most recent financial statement of the Bidder.
- C.** Copies of the most recent financial statements of all listed Subcontractors included in the Bid submittal.
- D.** List of project managers and superintendents to be used on this project for the Bidder and all listed Subcontractors. Provide resumes and recent projects for all of the above.
- E.** Names and telephone numbers of a minimum of five (5) references on similar work for the Bidder and all listed Subcontractors.
- F.** Names, relevant experience, and position of individual who will perform site surveying if not a licensed Surveyor.
- G.** Previous commitments of the Bidder and evidence of authority to conduct business in the jurisdiction where the Project is located, including license number of Bidder and all listed Subcontractors.

17.02 The above information must be available at the time and place indicated to be considered in further evaluation, and therefore, all Bidders are recommended to compile this data prior to submitting its Bid.

PART 18 MODIFICATION AND WITHDRAWAL OF BIDS

18.01 Bids submitted early may be modified or withdrawn by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or be by email; if by email, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of Bids. The notice shall be so worded as not to reveal the amount of original or modified Bid Price. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

18.02 If, within twenty-four (24) hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, the Bidder will be disqualified from further Bidding on the Work. No right to claim mistake shall exist for Bidder following this twenty-four (24) hour period.

PART 19 OPENING OF BIDS

19.01 Bids will be opened publicly and read aloud.

PART 20 BIDS TO REMAIN OPEN

20.01 All Bids shall remain open for ninety (90) days after the date of the Bid Opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

PART 21 AWARD OF CONTRACT

21.01 Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that is in the opinion of the Owner in its best interest.

21.02 Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

21.03 In evaluating Bids, Owner may consider the qualifications of the Bidders and whether or not the Bids comply with the prescribed requirements on the Bid Form, but Owner may accept any deviations in its discretion.

21.04 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment or systems) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in Parts 14 and 15. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

21.05 Owner may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, the proposed Subcontractors, and other persons and

organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

21.06 Owner reserves the right to reject the Bid of any Bidder who does not pass any evaluation to Owner's satisfaction within the prescribed time.

21.07 If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within ninety (90) days after the date of the Bid Opening.

PART 22 BONDS AND INSURANCE

22.01 The General Conditions set forth the Owner's requirements for a Performance Bond, Labor and Materials Payment Bond, Warranty Bond, and the insurance requirements. When the Successful Bidder delivers the copies of the executed Agreement to Owner, it shall be accompanied by the required bonds, certificates of insurance on ACORD Form 25 and copies of the applicable insurance policies.

END OF SECTION

SECTION 00300 BID FORM

BID FORM

(Exhibit "A" to Owner/Contractor Agreement)

TO: DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

c/o Public Alliance
405 Urban St., Suite 310
Lakewood, CO 80228
Attn: AJ Beckman
Tel: 720-213-6621
Email: aj@publicalliance.com

PROJECT: DAWSON TRAILS BLVD. - CIP PROJECT

THE UNDERSIGNED BIDDER, having familiarized itself with the work required by the Contract Documents, the Site where the Work is to be performed, local conditions and all laws, regulations and other factors affecting cost, progress, or performance of the Work, and having satisfied itself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into an Agreement in the form provided in Section 00500, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

ATTACHED DETAILED BID FORM MUST BE FILLED OUT IN ITS ENTIRETY, INCLUDING ANY OPTIONAL SUPPLEMENTAL BID ITEMS, AND ATTACHED TO SUBMITTED BID FORM

A. BASE BID PRICE:

Nine million eight hundred ninety nine thousand seven hundred forty nine Dollars *29/00*
(\$ 9,899,749.29).

B. BID FORM DISCREPANCIES: Add/deduct the following to/from above base bid for Bid Form Discrepancies:

Six hundred forty nine thousand eight hundred thirty eight Dollars *29/00*
(\$ 649,838.29). (see alternate bid tab)

The undersigned Bidder agrees to furnish the required Bonds, certificates of insurance on ACORD Form 25, and copies of applicable insurance policies and enter into Agreement within

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT
00410-1



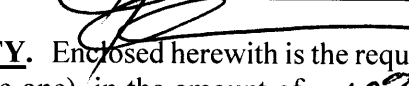
ten (10) days after acceptance of this Bid, and further agrees to complete all Work covered by the Bid, in accordance with the Contract Documents and in accordance with the following schedule:

1. Substantial Completion, (Ready for Punchlist): No Later than June 13, 2025
from Notice to Proceed
2. Punchlist Complete: 30 Calendar Days

C. **LIQUIDATED DAMAGES.** Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer loss and damage if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums:

1. Late Substantial Completion \$7800.00 Per Day
2. Late Punchlist Completion \$7800.00 Per Day

D. **ADDENDA.** Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
<u>1</u>		<u>9/17/24</u>
<u>2</u>		<u>9/18/24</u>
<u>3</u>		<u>9/20/24</u>

E. **BID SECURITY.** Enclosed herewith is the required Bid Security, in the form of Cashier's Check/Bid Bond (strike one), in the amount of 10% of bid Dollars (\$) which the undersigned Bidder agrees is to be forfeited to and become the property of owner, as liquidated damages should (1) this Bid be accepted and Bidder fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or (2) Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to owner the difference between the amount specified in this Bid and such larger amount for which owner may in good faith contract with another party to perform the Work covered by this Bid. The Parties acknowledge that, in either scenario, Owner will suffer loss and damage that is difficult to ascertain and that the amount of this Bid Security is a reasonable forecast of compensatory damages Owner may suffer. Otherwise, the Bid Security will be returned upon Bidder signing the Agreement and delivering the Performance Bond, Labor and Materials Payment Bond certificates of insurance on ACORD Form 25 and copies of applicable insurance policies as required by the Contract Documents.

F. **BID REJECTION.** In submitting this Bid it is understood that Owner reserves the right to reject any and all Bids, to waive any informality, technicality or irregularity in any Bid, to disregard all non-conforming, non-responsive, conditional or alternate Bids, to negotiate contract terms with

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

the Successful Bidder, to require statements or evidence of Bidder's qualifications, including financial statements, and to accept the proposal that in the opinion of the Owner is in its best interest. It is understood that this Bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of Bids.

G. BID IS GENUINE. The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Owner.

H. EQUIPMENT RENTAL. Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of work during winter working conditions.

I. INTERESTED PARTIES. The full names and addresses of parties interested in this Bid as principals are as follows:

Lawrence Ames - 2323 Trails End, Frankton, CO 80116
Mara Ames - 2323 Trails End, Frankton, CO 80116
Runkelberg 5580 N Locust Dr, Castle Rock, CO 80108

SIGNATURE OF BIDDER

Date: _____

If an Individual: (Signature)

print or type name:

doing business as:

If a Partnership:

by: (Signature)

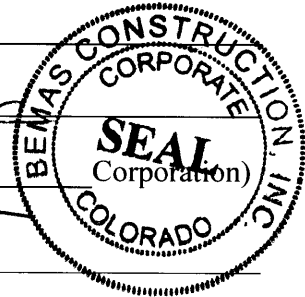
General Partner

print or type name:

If a Corporation:

Bemas Construction Inc

(a Colorado)



by: (Signature)

print or type name:

Ron Killis

Title:

CFO

Attest:

(Signature)

Title:

Accountant

If Bidder is a joint venturer, all venturers or their authorized agents must sign below.

Name of Joint Venture:

If Joint Venture is

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

If an Individual: (Signature)

print or type name:

doing business as:

If a Partnership:

by: (Signature)

General Partner

print or type name:

If a Corporation:

(a _____ Corporation)

by: (Signature)

print or type name:

Title:

Attest: _____

Title: _____

END OF SECTION

SECTION 00410 BID BOND

BID BOND

THE STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,
Bemas Construction, Inc. of the City of
Englewood County of Arapahoe and State of
Colorado (hereinafter called "Principal") as Principal, and
Travelers Casualty and Surety Company of America (hereinafter called "Surety") as surety, a corporation organized
and existing under and by virtue of the laws of the State of Connecticut and authorized to do
business within the State of Colorado and to act as surety on bonds for principals, are held and
firmly bound unto DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 (hereinafter called
"Owner") as obligee, in the sum of
Ten Percent of the Total Amount Bid
Dollars (\$ —10%—) in lawful money of the United States, for the payment of which sum,
well and truly to be made, the Principal and Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid Form (Proposal) to enter into a certain written
agreement with Owner for Construction of the Dawson Trails Blvd. - CIP Project hereinafter referred to
as "Agreement."

NOW, THEREFORE, the condition of this obligation is such that if: (1) Owner shall
accept the Bid Form of the Principal and Principal shall faithfully enter into Agreement with the
Owner in accordance with the terms of such Bid and give such Bonds as are specified in the
Bidding or Contract Documents; or (2) in the event of the failure of Principal to enter such
Agreement and give such Bond or Bonds, if Principal shall pay to Owner the difference not to
exceed the sum between the amount specified in said Bid and such larger amount for which Owner
may in good faith contract with another party to perform the Work covered by said Bid, then (3)
this obligation shall be null and void, otherwise to remain in full force and effect. The sum of this
Bid Bond is not less than ten percent (10%) of the Principal's Bid.

Upon failure of Principal to perform as contemplated in clause (1) or (2) above, the sum of
this Bid Bond will become **LIQUIDATED DAMAGES** (as detailed in the Bid Form), and subject
to the conditions stated above, shall be forfeited to Owner in its entirety.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and this Bid Bond shall be in no way impaired or affected by any extension of the time

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

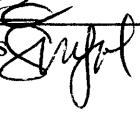
within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

Signed and sealed this 20th day of June, 2024.

PRINCIPAL: Bemas Construction, Inc

By: 

By: 

Witness 

(Address) 80 Inverness Drive East
Englewood, CO 80112



SURETY: Travelers Casualty and Surety Company of America

By: 

Sheila J. Montoya, Attorney-In-Fact

By: 

Brooke Ortega

Witness

(Address) One Tower Square
Hartford, CT 06183

Surety's No. (860) 277-0111

END OF SECTION

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

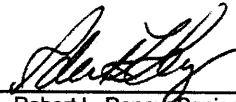
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **SHEILA J MONTOYA** of **GREENWOOD VILLAGE**, **Colorado**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

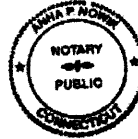
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of June, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00430 SUBCONTRACTOR LISTING

SUBCONTRACTOR LISTING

The following information is submitted for each Subcontractor that will be used in the Work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. Any part of the Work to be subcontracted over Ten Thousand Dollars (\$10,000) shall be listed.

<u>Amount of Subcontract</u>	<u>Name and Address of Subcontractor</u>	<u>Portion of Work</u>
\$1,900,000	BRANNAN 2500 EAST BRANNAN WAY DENVER, CO 80229	ASPHALT PAVING
\$1,800,000	THREE SCWS 11 INVERNESS DRIVE EAST, ENGLEWOOD	BOX CULVERT / POND STRUCTURES
\$1,400,000	IRON WOMAN 5680 EMERSON ST, DENVER, CO 80216	STORM PIPE
\$370,000	TIBBETT BROS 5460 TENNYSON ST, DENVER, CO 80212	CURB/GUTTER, CONC. MAINT PDS
\$80,000	GRAND ENG 41 INVERNESS DRIVE EAST, ENGLEWOOD	QUALITY CONTROL
\$170,000	EMR ENTERPRISES PO Box 338, BENNETT, CO 80102	EMISSION CONTROL
\$36,000	COLORADO BARRICADE 2295 SOUTH LIPAN STREET, DENVER	SIGNS / STRIPING
\$90,000	AZTEC CONSULTANTS	SURVEY


Signature

END OF SECTION

SECTION 00450 MATERIAL AND EQUIPMENT SUPPLIER LISTING


MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the work if the Bidder is awarded the contract.

<u>Specification Section No.</u>	<u>Material or Equipment Description</u>	<u>Manufacturer and Supplier</u>
	AGGREGATE BASE / ASPHALT	ITULCIM

The Surety who will be the Surety on the Performance Bond and Labor and Materials Payment Bond will be

Travelers Casualty and Surety Company of America



Signature

END OF SECTION

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

BEMAS CONSTRUCTION, INC.

is a

Corporation

formed or registered on 06/02/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031177981 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2024 that have been posted, and by documents delivered to this office electronically through 06/20/2024 @ 07:07:37 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/20/2024 @ 07:07:37 in accordance with applicable law. This certificate is assigned Confirmation Number 16138862 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

SECTION 00500 AGREEMENT

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, by and between DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado located in the Town of Castle Rock, Douglas County, State of Colorado, hereinafter referred to as “Owner” or “District,” and BEMAS Construction Inc hereinafter referred to as “Contractor.”

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, Owner and Contractor agree as follows:

PART 1 CONTRACTOR’S AGREEMENT AND SCOPE OF WORK

A. Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the Project in strict compliance with the Contract Documents as herein defined

PART 2 CONTRACT DOCUMENTS

A. The “Contract Documents” which comprise the entire agreement and contract between Owner and Contractor and which are attached to this Agreement and are incorporated herein by this reference, consist of:

1. This Agreement and any Amendments thereto;
2. Performance Bond;
3. Labor and Materials Payment Bond
4. Certificates of Insurance;
5. Notice of Award;
6. Notice to Proceed;
7. Drawings, consisting of the following:
 - a. TES23-0014 TESC PLANS
 - b. TES24-0014 TESC Report
 - c. CIP22-0012 Plan Set
 - d. 2022-03-31 Geotech Pavement Design Dawson Frontage DRAFT
 - e. 2022-05-04 Updated Pavement Design Email
 - f. 225676S_R2023-03-31 Dawson Trails Geotech Report
8. Specifications and Standards as follows:
 1. Town of Castle Rock, Construction Methodology and Materials Manual. (September 2012).
 2. Town of Castle Rock, Temporary Erosion and Sediment Control (TESC) Manual. (June 2019).
 3. 2022 Colorado Department of Transportation, Standard Specifications for Road and Bridge Construction
 4. Sec201.Clearing & Grubbing (CR)
 5. Sec203.Excavation & Embankment (CR)
 6. Standard Special Provisions 2022_RevJuly2022_202207061701014498
 7. Current CDOT curb-ramps_202012091428048669
 8. CURB GUTTERS SIDEWALK DETAILS Updated 2023_202301251348116226
 9. 2023 Storm Details for Web_202301251425509012
 10. Town of Castle Rock Supplemental Specifications
9. Addenda, if any;
10. General Conditions and Supplementary Conditions, if any;
11. Any Modifications, Change Orders, Field Orders or other such revisions properly authorized after execution hereof.

12. Documentation submitted by Contractor with Bid and prior to Notice of Award;
13. Contractor's Bid Form, including the Detailed Bid Form, submitted with the Bid, which is attached hereto and incorporated herein by this reference as **Exhibit A**;
14. Notice of Substantial Completion and Notice of Final Completion and Acceptance;
15. All documents contained or referenced within the Project Manual, Drawings and Specifications for the Project.
16. Additional Exhibits
 1. Exhibit B – Roadway Cut Excavation Plan
 2. Exhibit C – In-Place BMPs
 3. Exhibit D – Well Locations Map

B. There are no Contract Documents other than those listed above in this Part 2. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions). In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control.

C. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 3 ENGINEER, OWNER'S REPRESENTATIVE, AND TOWN AGENT

A. The Project has been designed by CORE Consultants (hereinafter called "Engineer"), who will assume all duties and responsibilities and who will have the rights and authority assigned to Engineer in the Contract Documents.

B. Owner's Representative is Silverbluff Companies (hereinafter called "Owner's Representative"), who will assume all duties and responsibilities, and who will have the rights and authority assigned to Owner's Representative in the Contract Documents. Owner's Representative will make itself available to perform its services under the Contract Documents. Owner's Representative may also undertake some duties and responsibilities assigned to Engineer.

C. Town Agent is Town of Castle Rock (hereinafter called "Town Agent"), who will assume all duties and responsibilities, and who will have the rights and authority assigned to Town Agent in the Contract Documents. Town Agent will make itself available to perform its services under the Contract Documents. Town Agent may also undertake some duties and responsibilities assigned to the Engineer and Owner's Representative.

PART 4 AGREEMENT PRICE

A. For the performance of Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor ten Million ninety-two thousand six hundred-six dollars and forty four cents (\$ 10,092,606.44), in accordance with the Contract Documents. The Agreement Price shall be subject to adjustment for changes in the Drawings and Specifications or for extensions of time to complete performance, if approved by Owner and Contractor as hereinafter provided, and for changes in the Cost of the Work, which changes shall be calculated based upon the unit-price bids contained in the Bid Form and verified by the Engineer, Town Agent or Owner's Representative.

PART 5 CONTRACT TIME

A. Contractor shall commence performance on the Project within ten (10) days after receipt of written Notice to Proceed. The Work will be completed according to the following schedule:

1. **Substantial Completion, (ready for Punchlist): No later than June 13, 2025**
2. **Punchlist Complete: 30 days from receipt of Punchlist**

B. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if Project is not substantially completed within the time specified in Part 5 A., above, plus any extensions thereof allowed in accordance with the General Conditions. The parties recognize the uncertainty and difficulty of measuring actual damages suffered by the Owner for every day the Work remains uncompleted and unfinished, and the parties agree that said sum is a reasonable forecast of compensatory damages. Accordingly, for each and every day of additional time in excess of the time limits specified below, and any granted extension thereof, Contractor shall pay Owner, as liquidated damages and not as a penalty, the following sums:

1. **Late Substantial Completion (ready for Punchlist): \$7,800.00 Per Day**
2. **Late Punchlist Complete: \$7,800.00 Per Day**

PART 6 PAYMENT PROCEDURES

A. On or before the fifth (5th) day of each month, Contractor shall submit an Application for Payment for the preceding month, in accordance with the General Conditions. Applications for Payment will be reviewed and processed by Town Agent and Owner's Representative as provided in the General Conditions.

B. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Owner's Representative, within ten (10) business days following the fourth (4th) Wednesday of each month (the "Due Date").

1. If Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent of the calculated value of any Work completed, less the aggregate of payments previously made, until all of the Work required by this Agreement has been performed. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. The Retainage percentage of the Agreement Price shall be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work. The Owner shall make a final settlement in accordance with Section 38-26-107, C.R.S., within sixty (60) days after this Agreement is completed satisfactorily and finally accepted by the Owner.

2. Payments will be made for materials stored on-site in accordance with Part 14.01 B of the General Conditions.

C. Owner shall make final payment, including release of any Retainage, to Contractor as recommended by Owner's Representative, and in accordance with the Contract Documents and Section 38-26-107, C.R.S.

PART 7 INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and nothing herein shall constitute or designate Contractor or any of its employees or agents as employees or agents of Owner. Contractor shall have full power and authority to select the means, manner and method of performing its duties under this Agreement, without detailed control or direction from Owner, and shall be responsible for supervising its own employees or subcontractors. Owner is concerned only with the results to be obtained. Owner shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits or insurance. Contractor shall be responsible for its safety, the safety of its employees, the public and the work site in general and shall comply with all applicable provisions of local, state and federal laws, regulations and orders affecting

safety and health, including but not limited to the Occupational Safety and Health Act of 1970 (OSH Act). All personnel furnished by Contractor will be deemed employees of Contractor and will not for any purpose be considered employees or agents of Owner, and Contractor will comply with all employment laws relative to such employees, including but not limited to Wage and Hour laws, Worker Compensation Laws, Immigration Laws and OSHA-type laws. **Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by Contractor or some other entity other than Owner, and Contractor is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

PART 8 CONTRACTOR'S REPRESENTATIONS

A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor is familiar with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, including but not limited to the Sanctions List Search administered by the Office of Foreign Assets Controls, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
2. Contractor has carefully studied the Site and has performed all necessary investigations and tests to define the latent physical conditions of the construction Site affecting cost, progress, or performance of the Work.
3. Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as Contractor deems necessary for the performance of the Work at the Agreement Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.
4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
5. Contractor has given Engineer, Town Agent and Owner's Representative written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
6. Contractor acknowledges that funding is subject to the terms of the Dawson Trails Boulevard Management Agreement, dated 24 May, 2024, between the Town of Castle Rock and Owner. Contractor further acknowledges that availability of additional funding for the Project may be subject to certain release conditions on bond proceeds held by the Owner or funding advances, as further set forth in the Funding and Reimbursement Agreement between the Owner and the developer for

the Project, ACM Dawson Trails VIII JV, LLC, a Delaware limited liability company.

PART 9 OWNER'S REPRESENTATIONS

A. Owner makes the following representations:

1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. Funding is subject to the terms of the Dawson Trails Boulevard Management Agreement, dated May 21, 2024, between the Town of Castle Rock and Owner. It is also anticipated that Owner will issue bonds to fund the Project. To the extent that district project funds from the bond issuance are not sufficient, ACM Dawson Trails VIII JV, LLC has agreed to pay the balance of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

2. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and that the appropriations are available prior to performance of the additional work, or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and are available. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

PART 10 MISCELLANEOUS

A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.

B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that are or may become due (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment of the Agreement which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under the Contract Documents.

Each party acknowledges and agrees that the Town of Castle Rock is an intended third-party beneficiary of the representations, warranties, and covenants of this Agreement, and that the Town of Castle Rock is an express third-party beneficiary of this Agreement, entitled to enforce the terms hereof as if it were an original party hereto. For the avoidance of doubt, the Agreement shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment or novation made in a manner without written consent of the Town of Castle Rock.

The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.

C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.

D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.

E. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

G. This Agreement, together with the other Contract Documents, constitutes the entire Agreement between the parties concerning the subject matter herein, and all prior negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.

H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.

I. Unless otherwise expressly provided, any reference herein to “days” shall mean calendar days. All times stated in the Contract Documents are of the essence.

J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor’s performance with respect to

the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.

K. Nothing contained in the Contract Documents shall be construed as a waiver of the Owner of the rights and privileges afforded under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as may be amended from time to time.

[Remainder of Page Intentionally Left Blank].

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1

By: _____
President

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____
20____, by _____ as President of DAWSON TRAILS METROPOLITAN
DISTRICT NO. 1.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

Notary Public

EXHIBIT A
Contractor's Bid Form

END OF SECTION

DAWSON TRAILS BLVD. - CIP PROJECT
Castle Rock, CO

Section A - General

Item No.	Description	Quantity	Unit	Unit Price	Extension
101	General Conditions	1	LS	\$ 256,400.00	\$ 256,400.00
102	Materials Testing & Sampling	1	LS	\$ 86,400.00	\$ 86,400.00
103	Force Account (for minor contract changes)	1	LS	\$ 300,000.00	\$ 300,000.00
Subtotal Section A					\$ 642,800.00

Section B - Earthwork

Item No.	Description	Quantity	Unit	Unit Price	Extension
201	Clearing & Grubbing	70	AC	\$ 120.00	\$ 8,400.00
202	Embankment (Complete in Place)	292,471	CY	\$ 3.68	\$ 1,076,293.28
203	Unclassified Excavation	17,091	CY	\$ 3.41	\$ 58,280.31
204	Topsoil - Remove (6")	53,304	CY	\$ 2.05	\$ 109,273.20
205	Topsoil - Replace (6")	26,281	CY	\$ 3.55	\$ 93,297.55
206	Demo & Remove Barbed Wire Fence & Metal Post	1,257	LF	\$ 1.60	\$ 2,011.20
207	Demo & Remove 4" Steel Gas Line	168	LF	\$ 10.30	\$ 1,730.40
208	Demo & Remove 6" Steel Gas Line	2,773	LF	\$ 10.30	\$ 28,561.90
209	Demo & Remove Water Valve	1	EA	\$ 375.00	\$ 375.00
210	Demo & Remove Wooden Post	240	EA	\$ 40.00	\$ 9,600.00
211	Demo & Remove Tree <12"	5	EA	\$ 500.00	\$ 2,500.00
212	Demo & Remove Tree 12 " - 24"	4	EA	\$ 1,680.00	\$ 6,720.00
213	Demo & Remove Silt Fence	6,354	LF	\$ 0.70	\$ 4,447.80
214	Mobilization - Earthwork	1	LS	\$ 65,400.00	\$ 65,400.00
Total for Section B =					\$ 1,466,890.64

Section C - Roadway Improvements

Item No.	Description	Quantity	Unit	Unit Price	Extension
301	Hot Mix Asphalt - (Grading S)(75)(8")(PG 64-22)	29,460	SY	\$ 43.80	\$ 1,290,348.00
302	Hot Mix Asphalt - (Grading SX)(75)(6")(PG 58-28)	1,500	SY	\$ 45.20	\$ 67,800.00
303	Hot Mix Asphalt - (Grading S)(75)(4")(PG 64-22)	7,390	SY	\$ 27.40	\$ 202,486.00
304	Hot Mix Asphalt - (Grading SX)(75)(2")(PG 64-22)	29,460	SY	\$ 11.80	\$ 347,628.00
305	Subgrade Reconditioning (12" Depth)	30,960	SY	\$ 1.90	\$ 58,824.00
306	Aggregate Base Course Class 6 (12" Depth)	14,160	CY	\$ 65.00	\$ 920,400.00
307	Curb & Gutter (Vertical) (VC2)	9,869	LF	\$ 28.60	\$ 282,253.40
308	Curb & Gutter (Mountable) (MS2)	88	LF	\$ 31.80	\$ 2,798.40
309	Pavement Marking Paint	150	GAL	\$ 132.00	\$ 19,800.00
310	Thermoplastic Pavement Marking (Word-Symbol)	90	SF	\$ 31.60	\$ 2,844.00
311	Sign Panel (Class I)	75	SF	\$ 36.90	\$ 2,767.50
312	Sign Panel (Class II)	37	SF	\$ 42.20	\$ 1,561.40
313	Steel Signpost (1.75"x1.75" Tubing)	184	LF	\$ 26.40	\$ 4,857.60
314	Steel Signpost (2"x2" Tubing)	51	LF	\$ 31.60	\$ 1,611.60
315	Steel Signpost Base (1.75"x1.75" Tubing)	4	EA	\$ 79.00	\$ 316.00
316	Steel Signpost Base (2"x2" Tubing)	15	EA	\$ 79.00	\$ 1,185.00
317	16" Welded Steel Pipe	0	LF	\$ 158.00	\$ -
318	Curb & Gutter (Vertical) (VC2) (Curb Returns)	96	LF	\$ 35.00	\$ 3,360.00
319	Cross Pan 8' Wide	30	LF	\$ 515.00	\$ 15,450.00
320	Bollard and Galvanized Link Chain Gate with Sign	8	EA	\$ 550.00	\$ 4,400.00

321	Roadway Improvements Mobilization	1	LS	\$	63,500.00	\$	63,500.00
Subtotal Section C =							\$ 3,294,190.90

Section D - Storm & Drainage

Item No.	Description	Quantity	Unit		Unit Price		Extension
401	Storm & Drainage Mobilization	1	LS	\$	87,400.00	\$	87,400.00
402	18" RCP	790	LF	\$	89.00	\$	70,310.00
403	24" RCP	225	LF	\$	120.00	\$	27,000.00
404	30" RCP	2,495	LF	\$	154.00	\$	384,230.00
405	36" RCP	625	LF	\$	193.00	\$	120,625.00
406	42" RCP	340	LF	\$	244.00	\$	82,960.00
407	48" RCP	285	LF	\$	302.00	\$	86,070.00
408	54" RCP	185	LF	\$	356.00	\$	65,860.00
409	18" FES	6	EA	\$	4,950.00	\$	29,700.00
410	36" FES	1	EA	\$	7,740.00	\$	7,740.00
411	42" FES	2	EA	\$	7,980.00	\$	15,960.00
412	48" FES	2	EA	\$	8,460.00	\$	16,920.00
413	12' ABC Maintenance Path	390	CY	\$	88.00	\$	34,320.00
414	Sidewalk Curb Chase	2	EA	\$	5,400.00	\$	10,800.00
415	12' Concrete Trail	342	CY	\$	435.00	\$	148,770.00
416	10' Concrete Trail	62	CY	\$	435.00	\$	26,970.00
417	Type M Riprap (Bedding & Fabric Included)	206	CY	\$	190.00	\$	39,140.00
418	Type H Riprap (Bedding & Fabric Included)	37	CY	\$	190.00	\$	7,030.00
419	30" Grouted Boulder	285	CY	\$	980.00	\$	279,300.00
420	Manholes 5' DIA	9	EA	\$	6,600.00	\$	59,400.00
421	Manholes 6' DIA	7	EA	\$	11,900.00	\$	83,300.00
422	Manholes 6' Box Base	3	EA	\$	18,100.00	\$	54,300.00
423	Manholes 8' Box Base	2	EA	\$	21,700.00	\$	43,400.00
424	Type R 5' Inlet	4	EA	\$	7,500.00	\$	30,000.00
425	Type R 10' Inlet	7	EA	\$	10,800.00	\$	75,600.00
426	Type R 15' Inlet	1	EA	\$	11,400.00	\$	11,400.00
427	Type D Inlet	1	EA	\$	6,200.00	\$	6,200.00
428	Pedestrian Railing	843	LF	\$	198.00	\$	166,914.00
Pond A							
429	Detention Pond A - Forebay	1	EA	\$	29,300.00	\$	29,300.00
430	Detention Pond A - Outlet Structure	1	EA	\$	46,100.00	\$	46,100.00
431	Trickle Channel	191	LF	\$	89.00	\$	16,954.50
432	Type L Riprap (Bedding & Fabric Included)	40	CY	\$	190.00	\$	7,600.00
433	Type M Riprap (Bedding & Fabric Included)	10	CY	\$	190.00	\$	1,900.00
434	Crest Wall	35	LF	\$	295.00	\$	10,325.00
435	12' ABC Maintenance Path	153	CY	\$	88.00	\$	13,464.00
Pond B							
436	Detention Pond B - Forebay	1	EA	\$	29,300.00	\$	29,300.00
437	Detention Pond B - Outlet Structure	1	EA	\$	48,100.00	\$	48,100.00
438	Trickle Channel	91	LF	\$	89.00	\$	8,054.50
439	Type L Riprap (Bedding & Fabric Included)	64	CY	\$	190.00	\$	12,160.00
440	Type M Riprap (Bedding & Fabric Included)	10	CY	\$	190.00	\$	1,900.00
441	Crest Wall	101	LF	\$	295.00	\$	29,736.00
442	12' ABC Maintenance Path	387	CY	\$	89.00	\$	34,443.00
Pond C							
443	Detention Pond C - Forebay	1	EA	\$	29,300.00	\$	29,300.00
444	Detention Pond C - Outlet Structure	1	EA	\$	43,900.00	\$	43,900.00

445	Trickle Channel	172	LF	\$	89.00	\$	15,308.00
446	Type L Riprap (Bedding & Fabric Included)	83	CY	\$	190.00	\$	15,770.00
447	Type M Riprap (Bedding & Fabric Included)	11	CY	\$	190.00	\$	2,090.00
448	Crest Wall	78	LF	\$	295.00	\$	23,128.00
449	12' ABC Maintenance Path	460	CY	\$	89.00	\$	40,940.00

South Dawson Tributary

450	Concrete Class D (Box Culvert)	647	CY	\$	745.00	\$	482,015.00
451	Reinforcing Steel	103,566	LB	\$	1.45	\$	150,170.70
452	Structure Excavation	2,800	CY	\$	15.00	\$	42,000.00
453	Structure Backfill (Class 1)	508	CY	\$	160.00	\$	81,280.00

North Dawson Tributary

454	Concrete Class D (Box Culvert)	812	CY	\$	745.00	\$	604,940.00
455	Reinforcing Steel	117,364	LB	\$	1.45	\$	170,177.80
456	Structure Excavation	3,300	CY	\$	15.00	\$	49,500.00
457	Structure Backfill (Class 1)	604	CY	\$	160.00	\$	96,640.00

Subtotal Section D = \$ 4,208,115.50

Section E - Water

Item No.	Description	Quantity	Unit		Unit Price		Extension
501	16" Fire Hydrant Sleeve	500	LF	\$	260.00	\$	130,000.00
502	16" Plug with Marker	20	EA	\$	1,120.00	\$	22,400.00
503	Water Mobilization	1	LS	\$	2,500.00	\$	2,500.00

Subtotal Section E = \$ 154,900.00

Section F - Erosion Control

Item No.	Description	Quantity	Unit		Unit Price		Extension
601	Construction Fence	12,488	LF	\$	1.90	\$	23,727.20
602	Diversion Ditch	15,609	LF	\$	1.80	\$	28,096.20
603	Silt Fence	12,638	LF	\$	1.20	\$	15,165.60
604	Sediment Control Log	9,744	LF	\$	2.40	\$	23,385.60
605	Sediment Basin	9	EA	\$	10,100.00	\$	90,900.00
606	Inlet Protection	310	LF	\$	19.00	\$	5,890.00
607	Vehicle Tracking Control	1	EA	\$	3,690.00	\$	3,690.00
608	Stabilized Staging Area	2,873	SY	\$	6.80	\$	19,536.40
609	Concrete Washout	3	EA	\$	850.00	\$	2,550.00
610	Sediment Trap	1	EA	\$	2,500.00	\$	2,500.00
611	Surface Roughening	64	AC	\$	79.00	\$	5,056.00
612	Seeding and Mulching	64	AC	\$	1,050.00	\$	67,200.00
613	Erosion Control Blanket	10,774	SY	\$	2.60	\$	28,012.40
614	Erosion Control Mobilization	1	LS	\$	10,000.00	\$	10,000.00

Subtotal Section F = \$ 325,709.40

Section A, B, C, D, E, & F Total = \$ 10,092,606.44

SECTION 00610 BONDS

A. Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned _____ duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto the DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, as Obligee, in the sum of _____ Dollars (\$ _____), for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed an Owner-Contractor Agreement dated _____, for the grading package of approx. 350,000 cy, installation of storm and water infrastructure, and buildout of Dawson Trails Blvd. roadway (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a two (2) year warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Capitalized terms used but not defined herein shall have the meanings assigned to them in the Agreement or General Conditions thereof.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Obligee and the Principal and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee, and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even if there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) amounts sufficient 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

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

to Principal under the Agreement and amendments thereto, less the amount properly paid by Owner to Principal.

Any suit under this Bond must be instituted before the expiration of two (2) year from the date final payment under the Contract is due. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By: _____

Its _____

[SEAL]

Address:

Surety

ATTEST:

(Surety) Secretary

By: _____

Its _____

[SEAL]

Address:

By: _____

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

Attorney-in-Fact

(Address)

NOTE: This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

DUAL OBLIGEE RIDER

Performance Bond

THIS RIDER, executed simultaneously with and being part of that certain PERFORMANCE Bond (Bond No. _____) executed on the _____ day of _____, 20____, between _____, as Principal, and _____, Surety, in favor of DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, as Obligee and related to the Agreement dated _____, for the grading package of approx. 350,000 cy, installation of storm and water infrastructure, and buildout of Dawson Trails Blvd. roadway (hereinafter "Contract"):

IT IS HEREBY UNDERSTOOD AND AGREED that the attached Bond is hereby amended to include the following:

1. The name of the TOWN OF CASTLE ROCK, COLORADO, shall be and is hereby added to the bond as a named Obligee.
2. Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this Bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.
3. In no event shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in the attached Bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Bond except as set forth hereinabove. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or in this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

This Rider may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and some instrument.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 20__.

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

ATTEST:

(Principal) Secretary

[SEAL]

Principal

By: _____

Its _____

Address:

ATTEST:

(Surety) Secretary

[SEAL]

Surety

By: _____

Its _____

Address:

By: _____

Attorney-in-Fact

(Address)

Obligee

ATTEST:

(Principal) Secretary

By: _____

Its: Officer of the District

Address:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

00610-5

[SEAL]

(Accompany this Rider with Attorney-in-Fact's authority from the Surety to execute Rider, certified to include the day of the Rider.)

B. Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, _____ duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____ duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, as Obligee, in the penal sum of _____ Dollars (\$), together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated _____, for the grading package of approx. 350,000 cy, installation of storm and water infrastructure, and buildout of Dawson Trails Blvd. roadway (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all Claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

(1) A claimant shall be 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 Agreement; labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Agreement.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every Claimant who has not been paid in full before the expiration 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 sums as may be justly due Claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

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

(i) Unless the Claimant shall have given written notice to the Oblige and either the Principal or the Surety within six (6) months after such claimant did or performed the last of the work or labor, or furnished the last of the material 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 the work 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 Project is located, save that such service need not be made by a public officer.

(ii) After the expiration of two (2) year following the date on which the Principal ceased work on the Contract, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

(iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.

(4) If the Principal or its Subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Agreement or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.

(5) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this _____ day of _____, 20__.

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

ATTEST:

Principal

(Principal) Secretary

By: _____

Its _____

[SEAL]

Address:

Surety

ATTEST:

By: _____

(Surety) Secretary

Its _____

[SEAL]

Address:

By: _____

Attorney-in-Fact

(Address)

NOTE:

This Bond is given under and subject to the provisions of Section 38-26-105, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

END OF SECTION

DUAL OBLIGEE RIDER
Labor and Materials Payment Bond

THIS RIDER, executed simultaneously with and being part of that certain LABOR AND MATERIALS PAYMENT Bond (Bond No. _____) executed on the _____ day of _____ 20__, between _____, as Principal, and _____, Surety, in favor of DAWSON TRAILS METROPOLITAN DISTRICT NO. 1, as Obligee and related to the Agreement dated _____, for the grading package of approx. 350,000 cy, installation of storm and water infrastructure, and buildout of Dawson Trails Blvd. roadway (hereinafter "Contract"):

IT IS HEREBY UNDERSTOOD AND AGREED that the attached Bond is hereby amended to include the following:

1. The name of the TOWN OF CASTLE ROCK, COLORADO, shall be and is hereby added to the bond as a named Obligee.
2. Notwithstanding anything contained herein to the contrary, there shall be no liability on the part of the Principal or Surety under this Bond to the Obligees, or either of them, unless the Obligees, or either of them, shall make payments to the Principal, or to the Surety in case it arranges for completion of the Contract upon default of the Principal, strictly in accordance with the terms of said Contract as to payments, and shall perform all the other obligations required to be performed under said Contract at the time and in the manner therein set forth.
3. In no event shall the liability of the Principal and the Surety to the Obligee, or either of them, in the aggregate, exceed the penal sum stated in the attached Bond.

IT IS FURTHER UNDERSTOOD AND AGREED that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Bond except as set forth hereinabove. In the event of a conflict between the Bond and this Rider, the parties agree that this Rider shall govern and control. All references to the Bond, either in the Bond or in this Rider, shall include and refer to the Bond as supplemented and amended by this Rider. Except as provided by this Rider, all other terms and conditions of the Bond remain in full force and effect.

This Rider may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and some instrument.

SIGNED, SEALED AND DATED THIS ____ DAY OF _____, 20__.

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

ATTEST:

(Principal) Secretary

[SEAL]

Principal

By: _____

Its _____

Address:

ATTEST:

(Surety) Secretary

[SEAL]

Surety

By: _____

Its _____

Address:

By: _____

Attorney-in-Fact

(Address)

Obligee

ATTEST:

(Principal) Secretary

By: _____

Its: Officer of the District

Address:

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

00610-12

[SEAL]

(Accompany this Rider with Attorney-in-Fact's authority from the Surety to execute Rider, certified to include the day of the Rider.)

END OF SECTION

SECTION 00660 NOTICE OF AWARD

NOTICE OF AWARD

Castle Rock, Colorado

Date: _____

TO:

The Owner, having duly considered the Bid Form submitted on June 20, 2024, for the Work covered by the Contract Documents titled Dawson Trails Blvd CIP Project in the amount of ten Million ninety-two thousand six hundred-six dollars and forty four cents (\$10,092,606.44), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in two (2) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 25 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 25 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, the Bid Security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

DAWSON TRAILS METROPOLITAN
DISTRICT NO. 1

By: _____
Title: _____

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice to Award is hereby acknowledged this _____ day of _____ 20__.

CONTRACTOR

By: _____
Title: _____

END OF SECTION

SECTION 00670 NOTICE TO PROCEED

NOTICE TO PROCEED

Date: _____, Colorado

TO: _____

You are hereby authorized to proceed on _____, or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Owner's Representative in writing or by email forty-eight (48) hours before starting work.

DAWSON TRAILS METROPOLITAN
DISTRICT NO. 1

By: _____
Title: _____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____ 20__.

CONTRACTOR

By: _____
Title: _____

END OF SECTION

SECTION 00900 ADDENDA AND MODIFICATIONS

**ADDENDA AND MODIFICATIONS
NUMBER 1
DATE: June 14, 2024**

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of this Section 00900, made a part of the Project Manual for DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 dated May 24, 2024, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidders acceptance of the conditions herein set forth. This Section 00900 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

1.02 MODIFICATIONS TO SPECIFICATIONS

- A. Section 00800, PART 4.F.3 – Remove and replaced with “Contractors are to list water source(s) as part of section 00450.”.
- B. Section 00800, PART 4.J – Added:
 - J. DEMOLITION:
 - 1. The cost for demolition and removals shall include the cost to properly dispose of the items.
 - 2. Demolition and removal of 4” and 6” gas line anticipated to be available for removal in August 2024.
 - 3. Demolition and removal of existing silt fence starting at point 39.316032°, -104.888236° and ending at point 39.327545°, -104.884277°. See Exhibit E - Existing Silt Fence Demo & Removal.
- C. Bidder’s questions and responses are included with Addenda.
- D. Bid Form is updated based on questions and responses.
 - a. Updated Bid Item 201 “Clearing & Grubbing – 70 AC”.
 - b. Updated Bid Item 206 “Demo & Remove Barbed Wire Fence & Metal Post – 1,257 LF”.
 - c. Updated Bid Item 207 “Demo & Remove 4” Steel Gas Line – 168 LF”.
 - d. Updated Bid Item 208 “Demo & Remove 6” Steel Gas Line – 2,773 LF”.
 - e. Added Bid Item 209 “Demo & Remove Water Valve – 1 EA”.
 - f. Added Bid Item 210 “Demo & Remove Wooden Post – 240 EA”.
 - g. Added Bid Item 211 “Demo & Remove Tree <12” – 5 EA”.
 - h. Added Bid Item 212 “Demo & Remove Tree 12 " - 24" – 4 EA”.
 - i. Added Bid Item 213 “Demo & Remove Silt Fence – 6,354 LF”.
 - j. Updated Bid Item 305 “Soil Reconditioning 12” – 30,690 CY”.
 - k. Update Bid Item 318 “Curb & Gutter (Vertical) (VC2) (Curb Returns) – 96 LF”
 - l. Updated Bid Item 320 “Bollard and Galvanized Link Chain Gate with Sign – 8 EA”.

- m. Updated Bid Item 413 "12' ABC Maintenance Path – 390 CY".
 - n. Updated Bid Item 415 "12' Concrete Trail – 342 CY".
 - o. Updated Bid Item 416 "10' Concrete Trail – 62 CY".
 - p. Updated Bid Item 417 "Type M Riprap (Bedding & Fabric Included) – 156 CY".
 - q. Updated Bid Item 418 "Type H Riprap (Bedding & Fabric Included) – 37 CY".
 - r. Updated Bid Item 432 "Type L Riprap (Bedding & Fabric Included) – 40 CY".
 - s. Remove Bid Item 439 "Type VL Riprap (Bedding & Fabric Included)".
 - t. Updated Bid Item 443 "12' ABC Maintenance Path – 387 CY".
 - u. Updated Bid Item 450 "12' ABC Maintenance Path – 460 CY".
 - v. Updated Bid Item 611 "Surface Roughening – 64 AC".
 - w. Updated Bid Item 612 "Seeding and Mulching – 64 AC".
 - x. Updated Bid Item 701 "Precast 10'x10' Concrete Box Culvert w/underdrain & weeps, includes headwalls, wingwalls, and toe walls* - 738 LF".
 - y. Updated Note "*Replaces Line Items 451, 452, 455, 456".
 - z. Removed Bid Item 703 "Owner Provided Water***".
 - aa. Removed Note "****If owner provided well water is available, to be billed as a deduct alternate at an equal rate to "Embankment" See section 0800 of project manual".
 - bb. Renumbered Section B items 201-215.
 - cc. Renumbered Bid Items 703-704.
- E. Excel copy of Bid Form included. Bidder is responsible for verifying all formulas are correct with submittal. Unit prices should be rounded to the nearest \$0.01.

1.03 MODIFICATIONS TO DRAWINGS

- A. Add to Section 00500 Part 2.A.16.4 "Exhibit E - Existing Silt Fence Demo & Removal".

1.04 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this 17th day of Jun 2024

Bemas Construction Inc
Name of Bidder

[Signature]
Authorized Officer

CFO
Title

END OF SECTION

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

SECTION 00900 ADDENDA AND MODIFICATIONS

**ADDENDA AND MODIFICATIONS
NUMBER 2
DATE: June 17, 2024**

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of this Section 00900, made a part of the Project Manual for DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 dated May 24, 2024, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidders acceptance of the conditions herein set forth. This Section 00900 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

1.02 MODIFICATIONS TO SPECIFICATIONS

- A. Bidder's questions and responses are included with Addenda.
- B. Bid Form is updated based on questions and responses.
 - a. Updated Bid Item 302 "Hot Mix Asphalt - (Grading SX)(75)(6")(PG 58-28) – 1,500 SY".
 - b. Updated Bid Item 434 "Crest Wall – 34.3 LF".
 - c. Updated Bid Item 441 "Crest Wall – 100.8 LF".
 - d. Updated Bid Item 448 "Crest Wall – 78.4 LF".
 - e. Updated Bid Item 503 "Water Mobilization – 1 LS".

1.03 MODIFICATIONS TO DRAWINGS

- A. NONE.

1.04 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this 18th ^{Sue} day of 2024
Bernas Construction, Inc
Name of Bidder
[Signature]
Authorized Officer
[Signature]
Title

END OF SECTION

SECTION 00900 ADDENDA AND MODIFICATIONS

ADDENDA AND MODIFICATIONS

NUMBER 3

DATE: June 18, 2024

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of this Section 00900, made a part of the Project Manual for DAWSON TRAILS METROPOLITAN DISTRICT NO. 1 dated May 24, 2024, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidders acceptance of the conditions herein set forth. This Section 00900 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

1.02 MODIFICATIONS TO SPECIFICATIONS

- a. Remove and Replace Section 00500 Part 2.A.16.1 "Exhibit B - Roadway Cut Excavation Plan V2".
- b. Remove and Replace Section 00800 H.1.A. "Partial Roadway Slope Excavation. Excavation of the roadway slope from station 86+00 to 93+30 and 100+00 to 109+00 shall be limited per "Exhibit B – Roadway Cut Excavation Plan V2" to reduce the scope of excavation required. This area will be mass graded by others, but fine grading and certification in this area shall be included by the Contractor. The mass grading by others will be completed by 10/1/2024. Mass grading of the area shown on Exhibit B will be constructed by others to a tolerance of +/- 0.2".

1.03 MODIFICATIONS TO DRAWINGS

- A. Remove and Replace to Section 00500 Part 2.A.16.1 "Exhibit B - Roadway Cut Excavation Plan V2".

1.04 ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this 19th day of June 2024

Bemas Construction Inc
Name of Bidder

[Signature]
Authorized Officer

DAWSON TRAILS METROPOLITAN DISTRICT NO. 1
DAWSON TRAILS BLVD. - CIP PROJECT

Title *CS*

END OF SECTION

DAWSON TRAILS BLVD. - CIP PROJECT
Castle Rock, CO

Section A - General

Item No.	Description	Quantity	Unit	Unit Price	Extension
101	General Conditions	1	LS	\$ 256,400.00	\$ 256,400.00
102	Materials Testing & Sampling	1	LS	\$ 86,400.00	\$ 86,400.00
103	Force Account (for minor contract changes)	1	LS	\$ 300,000.00	\$ 300,000.00
Subtotal Section A					\$ 642,800.00

Section B - Earthwork

Item No.	Description	Quantity	Unit	Unit Price	Extension
201	Clearing & Grubbing	70	AC	\$ 120.00	\$ 8,400.00
202	Embankment (Complete in Place)	292,471	CY	\$ 3.68	\$ 1,076,293.28
203	Unclassified Excavation	17,091	CY	\$ 3.41	\$ 58,280.31
204	Topsoil - Remove (6")	53,304	CY	\$ 2.05	\$ 109,273.20
205	Topsoil - Replace (6")	26,281	CY	\$ 3.55	\$ 93,297.55
206	Demo & Remove Barbed Wire Fence & Metal Post	1,257	LF	\$ 1.60	\$ 2,011.20
207	Demo & Remove 4" Steel Gas Line	168	LF	\$ 10.30	\$ 1,730.40
208	Demo & Remove 6" Steel Gas Line	2,773	LF	\$ 10.30	\$ 28,561.90
209	Demo & Remove Water Valve	1	EA	\$ 375.00	\$ 375.00
210	Demo & Remove Wooden Post	240	EA	\$ 40.00	\$ 9,600.00
211	Demo & Remove Tree <12"	5	EA	\$ 500.00	\$ 2,500.00
212	Demo & Remove Tree 12 " - 24"	4	EA	\$ 1,680.00	\$ 6,720.00
213	Demo & Remove Silt Fence	6,354	LF	\$ 0.70	\$ 4,447.80
214	Mobilization - Earthwork	1	LS	\$ 65,400.00	\$ 65,400.00
Total for Section B =					\$ 1,466,890.64

Section C - Roadway Improvements

Item No.	Description	Quantity	Unit	Unit Price	Extension
301	Hot Mix Asphalt - (Grading S)(75)(8")(PG 64-22)	29,460	SY	\$ 43.80	\$ 1,290,348.00
302	Hot Mix Asphalt - (Grading SX)(75)(6")(PG 58-28)	1,500	SY	\$ 45.20	\$ 67,800.00
303	Hot Mix Asphalt - (Grading S)(75)(4")(PG 64-22)	7,390	SY	\$ 27.40	\$ 202,486.00
304	Hot Mix Asphalt - (Grading SX)(75)(2")(PG 64-22)	29,460	SY	\$ 11.80	\$ 347,628.00
305	Subgrade Reconditioning (12" Depth)	30,960	SY	\$ 1.90	\$ 58,824.00
306	Aggregate Base Course Class 6 (12" Depth)	14,160	CY	\$ 65.00	\$ 920,400.00
307	Curb & Gutter (Vertical) (VC2)	9,869	LF	\$ 28.60	\$ 282,253.40
308	Curb & Gutter (Mountable) (MS2)	88	LF	\$ 31.80	\$ 2,798.40
309	Pavement Marking Paint	150	GAL	\$ 132.00	\$ 19,800.00
310	Thermoplastic Pavement Marking (Word-Symbol)	90	SF	\$ 31.60	\$ 2,844.00
311	Sign Panel (Class I)	75	SF	\$ 36.90	\$ 2,767.50
312	Sign Panel (Class II)	37	SF	\$ 42.20	\$ 1,561.40
313	Steel Signpost (1.75"x1.75" Tubing)	184	LF	\$ 26.40	\$ 4,857.60
314	Steel Signpost (2"x2" Tubing)	51	LF	\$ 31.60	\$ 1,611.60
315	Steel Signpost Base (1.75"x1.75" Tubing)	4	EA	\$ 79.00	\$ 316.00
316	Steel Signpost Base (2"x2" Tubing)	15	EA	\$ 79.00	\$ 1,185.00
317	16" Welded Steel Pipe	0	LF	\$ 158.00	\$ -
318	Curb & Gutter (Vertical) (VC2) (Curb Returns)	96	LF	\$ 35.00	\$ 3,360.00
319	Cross Pan 8' Wide	30	LF	\$ 515.00	\$ 15,450.00
320	Bollard and Galvanized Link Chain Gate with Sign	8	EA	\$ 550.00	\$ 4,400.00

321	Roadway Improvements Mobilization	1	LS	\$	63,500.00	\$	63,500.00
Subtotal Section C =						\$	3,294,190.90

Section D - Storm & Drainage

Item No.	Description	Quantity	Unit		Unit Price		Extension
401	Storm & Drainage Mobilization	1	LS	\$	87,400.00	\$	87,400.00
402	18" RCP	790	LF	\$	89.00	\$	70,310.00
403	24" RCP	225	LF	\$	120.00	\$	27,000.00
404	30" RCP	2,495	LF	\$	154.00	\$	384,230.00
405	36" RCP	625	LF	\$	193.00	\$	120,625.00
406	42" RCP	340	LF	\$	244.00	\$	82,960.00
407	48" RCP	285	LF	\$	302.00	\$	86,070.00
408	54" RCP	185	LF	\$	356.00	\$	65,860.00
409	18" FES	6	EA	\$	4,950.00	\$	29,700.00
410	36" FES	1	EA	\$	7,740.00	\$	7,740.00
411	42" FES	2	EA	\$	7,980.00	\$	15,960.00
412	48" FES	2	EA	\$	8,460.00	\$	16,920.00
413	12' ABC Maintenance Path	390	CY	\$	88.00	\$	34,320.00
414	Sidewalk Curb Chase	2	EA	\$	5,400.00	\$	10,800.00
415	12' Concrete Trail	342	CY	\$	435.00	\$	148,770.00
416	10' Concrete Trail	62	CY	\$	435.00	\$	26,970.00
417	Type M Riprap (Bedding & Fabric Included)	206	CY	\$	190.00	\$	39,140.00
418	Type H Riprap (Bedding & Fabric Included)	37	CY	\$	190.00	\$	7,030.00
419	30" Grouted Boulder	285	CY	\$	980.00	\$	279,300.00
420	Manholes 5' DIA	9	EA	\$	6,600.00	\$	59,400.00
421	Manholes 6' DIA	7	EA	\$	11,900.00	\$	83,300.00
422	Manholes 6' Box Base	3	EA	\$	18,100.00	\$	54,300.00
423	Manholes 8' Box Base	2	EA	\$	21,700.00	\$	43,400.00
424	Type R 5' Inlet	4	EA	\$	7,500.00	\$	30,000.00
425	Type R 10' Inlet	7	EA	\$	10,800.00	\$	75,600.00
426	Type R 15' Inlet	1	EA	\$	11,400.00	\$	11,400.00
427	Type D Inlet	1	EA	\$	6,200.00	\$	6,200.00
428	Pedestrian Railing	843	LF	\$	198.00	\$	166,914.00
Pond A							
429	Detention Pond A - Forebay	1	EA	\$	29,300.00	\$	29,300.00
430	Detention Pond A - Outlet Structure	1	EA	\$	46,100.00	\$	46,100.00
431	Trickle Channel	191	LF	\$	89.00	\$	16,954.50
432	Type L Riprap (Bedding & Fabric Included)	40	CY	\$	190.00	\$	7,600.00
433	Type M Riprap (Bedding & Fabric Included)	10	CY	\$	190.00	\$	1,900.00
434	Crest Wall	35	LF	\$	295.00	\$	10,325.00
435	12' ABC Maintenance Path	153	CY	\$	88.00	\$	13,464.00
Pond B							
436	Detention Pond B - Forebay	1	EA	\$	29,300.00	\$	29,300.00
437	Detention Pond B - Outlet Structure	1	EA	\$	48,100.00	\$	48,100.00
438	Trickle Channel	91	LF	\$	89.00	\$	8,054.50
439	Type L Riprap (Bedding & Fabric Included)	64	CY	\$	190.00	\$	12,160.00
440	Type M Riprap (Bedding & Fabric Included)	10	CY	\$	190.00	\$	1,900.00
441	Crest Wall	101	LF	\$	295.00	\$	29,736.00
442	12' ABC Maintenance Path	387	CY	\$	89.00	\$	34,443.00
Pond C							
443	Detention Pond C - Forebay	1	EA	\$	29,300.00	\$	29,300.00
444	Detention Pond C - Outlet Structure	1	EA	\$	43,900.00	\$	43,900.00

445	Trickle Channel	172	LF	\$	89.00	\$	15,308.00
446	Type L Riprap (Bedding & Fabric Included)	83	CY	\$	190.00	\$	15,770.00
447	Type M Riprap (Bedding & Fabric Included)	11	CY	\$	190.00	\$	2,090.00
448	Crest Wall	78	LF	\$	295.00	\$	23,128.00
449	12' ABC Maintenance Path	460	CY	\$	89.00	\$	40,940.00

South Dawson Tributary

450	Concrete Class D (Box Culvert)	647	CY	\$	745.00	\$	482,015.00
451	Reinforcing Steel	103,566	LB	\$	1.45	\$	150,170.70
452	Structure Excavation	2,800	CY	\$	15.00	\$	42,000.00
453	Structure Backfill (Class 1)	508	CY	\$	160.00	\$	81,280.00

North Dawson Tributary

454	Concrete Class D (Box Culvert)	812	CY	\$	745.00	\$	604,940.00
455	Reinforcing Steel	117,364	LB	\$	1.45	\$	170,177.80
456	Structure Excavation	3,300	CY	\$	15.00	\$	49,500.00
457	Structure Backfill (Class 1)	604	CY	\$	160.00	\$	96,640.00

Subtotal Section D = \$ 4,208,115.50

Section E - Water

Item No.	Description	Quantity	Unit		Unit Price		Extension
501	16" Fire Hydrant Sleeve	500	LF	\$	260.00	\$	130,000.00
502	16" Plug with Marker	20	EA	\$	1,120.00	\$	22,400.00
503	Water Mobilization	1	LS	\$	2,500.00	\$	2,500.00

Subtotal Section E = \$ 154,900.00

Section F - Erosion Control

Item No.	Description	Quantity	Unit		Unit Price		Extension
601	Construction Fence	12,488	LF	\$	1.90	\$	23,727.20
602	Diversion Ditch	15,609	LF	\$	1.80	\$	28,096.20
603	Silt Fence	12,638	LF	\$	1.20	\$	15,165.60
604	Sediment Control Log	9,744	LF	\$	2.40	\$	23,385.60
605	Sediment Basin	9	EA	\$	10,100.00	\$	90,900.00
606	Inlet Protection	310	LF	\$	19.00	\$	5,890.00
607	Vehicle Tracking Control	1	EA	\$	3,690.00	\$	3,690.00
608	Stabilized Staging Area	2,873	SY	\$	6.80	\$	19,536.40
609	Concrete Washout	3	EA	\$	850.00	\$	2,550.00
610	Sediment Trap	1	EA	\$	2,500.00	\$	2,500.00
611	Surface Roughening	64	AC	\$	79.00	\$	5,056.00
612	Seeding and Mulching	64	AC	\$	1,050.00	\$	67,200.00
613	Erosion Control Blanket	10,774	SY	\$	2.60	\$	28,012.40
614	Erosion Control Mobilization	1	LS	\$	10,000.00	\$	10,000.00

Subtotal Section F = \$ 325,709.40

Section A, B, C, D, E, & F Total = \$ 10,092,606.44