

PUBLIC WORKS DEPARTMENT
MEMORANDUM #2010 – 20

DATE: April 8, 2010
TO: Honorable Mayor Joyce Downing and City Council Members
FROM: William A. Simmons, City Manager *WAS*
David H. Willett, Director of Public Works *DW/gw*
Joliette M. Woodson, Transportation Engineer *gw*
SUBJECT: CR-57 2010 Huron Street Reconstruction Project Award to Castle Rock Construction Company of Colorado

BACKGROUND

The City of Northglenn (City) received notification that it was selected to receive \$5,303,268 in American Recovery Reinvestment Act Surface Transportation Program AARA STP-Metro funding (ARRA) for the reconstruction of Huron Street from W. 112th Avenue to W. 104th Avenue. The Colorado Department of Transportation (CDOT) will provide federally required administration and inspection services. The City has an intergovernmental agreement (IGA) with CDOT for these services.

On March 12, 2010, the City accepted nine (9) bids for the Huron Street Reconstruction Project. The lowest responsible bidder is Castle Rock Construction Company of Colorado, LLC (Castle Rock Construction) with a bid of \$3,703,974.19. City staff confirmed that Castle Rock Construction is a prequalified bidder with the Colorado Department of Transportation (CDOT) and has successfully completed several projects with CDOT. The Huron Street Reconstruction included \$449,105.00 in Force Account items comprised of incentives and contingency. The major incentives are concrete process control and concrete smoothness. The total ARRA funded contract amount is \$4,153,079.19. Copies of the standard contract agreement, bid tabulation, and the bid summary are attached.

Project management planning will include: no road closure, traffic control, accessibility for residential neighborhoods and local businesses, a communication plan including coordination with NMFRD, and weekly information dissemination via the City Internet site.

BUDGET/TIME IMPLICATIONS

In accordance with CDOT requirements, the Force Account items must be included in the total contract cost. The cost of the Huron Street Reconstruction Project as proposed is \$3,703,974.19 with \$449,105.00 in Force Account items for a total of \$4,153,079.19. Funding for project payments will be processed through the Capital Projects Fund. The City will receive reimbursements from CDOT.

RECOMMENDATION

Attached to this memorandum is a Resolution that, if approved, would authorize the Mayor to execute the contract between the City and Castle Rock Construction for the 2010 Huron Street Reconstruction Project in the amount of **\$4,153,079.19** (\$3,703,974.19 plus \$449,105.00). Staff recommends approval of this resolution.

STAFF REFERENCE

David H. Willett, P.E., Director of Public Works
Joliette Woodson, P.E., Transportation Engineer

dwillett@northglenn.org or 303.450.8783
jwoodson@northglenn.org or 303.450.8835



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP2010-001

PAGE 1

BID NAME 2010 Huron Street Reconstruction Project

Federal Aid Project No ES6 M945-001

Construction Project Code 17699

DEPARTMENT: Public Works

	Scott Contracting, Inc.	Concrete Works of Colorado, Inc.	Castle Rock Construction Company of Colorado, LLC	Lawson Construction Company, Inc.	Brannan Sank & Travel Company
DUE 3/12/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10
2:00 P.M.	TIME: 1:38pm	TIME: 1:43pm	TIME: 1:44pm	TIME: 1:45pm	TIME: 1:46pm
DULE A Price	\$3,799,029.80	\$4,382,253.00	\$3,580,669.59	\$4,551,387.65	\$4,162,818.00
e copy bid Proposal B2-1 and B2-2	Yes	Yes	Yes	Yes	Yes
o copies Bid from Schedule A	Yes	Yes	Yes	Yes	Yes
o copies bid summary sheet For schedule A	Yes	Yes	Yes	Yes	Yes
Bond Schedule A or greatest cost	Yes	Yes	Yes	Yes	Yes
containing both schedules	Yes	Yes	Yes	Yes	Yes
nowledgment of all Revision to Addenda	Yes	Yes	Yes	Yes	Yes
e copy NG Contracto's Certification Of Compliance	Yes	Yes	Yes	Yes	Yes
o copies of Anti - Collusion Affidavit Form 606	Yes	Yes	Yes	Yes	Yes
o copies of Underutilized DBE (UDBE) Bid conditions 714	Yes	Yes	Yes	Yes	Yes
entative Project Schedule Schedule A	Yes	Yes	Yes	Yes	Yes
k low bid CDOT Prequalification					

William Duran

Cristal Messick
City Clerk, Deputy

3/12/2010
Date



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP2010-001

PAGE 2

BID NAME 2010 Huron Street Reconstruction Project

Federal Aid Project No ES6 M945-001

Construction Project Code 17699

DEPARTMENT: Public Works

	Interstate Highway Construction, Inc.	Bangert Contracting Services Inc.	Concrete Express, Inc.	Jalisco International, Inc.	
DUE 3/12/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE:
2:00 P.M.	TIME: 1:46 PM	TIME: 1:50 PM	TIME: 1:53 PM	TIME: 1:58 PM	TIME:
DULE A Price	\$4,032,000.48	\$4,939,199.50	\$5,325,128.35	\$4,169,329.00	
3 copy bid Proposal B2-1 and B2-2	Yes	Yes	Yes	Yes	
3 copies Bid from Schedule A	Yes	Yes	Yes	Yes	
3 copies bid summary sheet For schedule A	Yes	Yes	Yes	Yes	
Bond Schedule A or greatest cost	Yes	Yes	Yes	Yes	
containing both schedules	Yes	Yes	Yes	Yes	
nowledgment of all Revision to Addenda	Yes	Yes	Yes	Yes	
3 copy NG Contracto's Certification Of Compliance	Yes	Yes	Yes	Yes	
3 copies of Anti - Collusion Affidavit Form 606	Yes	Yes	Yes	Yes	
3 copies of Underutilized DBE (UDBE) Bid conditions 714	Yes	Yes	Yes	Yes	
ntative Project Schedule Schedule A	Yes	Yes	Yes	Yes	
low bid CDOT Prequalification					

[Signature]

Crystal Messick
City Clerk, Deputy

3/12/2010
Date



CITY OF NORTHGLENN FORMAL BID SUMMARY

BID NUMBER RFP2010-001

PAGE 1

BID NAME 2010 Huron Street Reconstruction Project

Federal Aid Project No ES6 M945-001

Construction Project Code 17699

DEPARTMENT: Public Works

	Scott Contracting, Inc.	Concrete Works of Colorado, Inc.	Castle Rock Construction Company of Colorado, LLC	Lawson Construction Company, Inc.	Brannan Sand & Gravel Company
DUE 3/12/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10
2:00 P.M.	TIME: 1:38 pm	TIME: 1:43 pm	TIME: 1:44 pm	TIME: 1:45 pm	TIME: 1:46 pm
DULE B Price	\$3,942,941.20	\$4,586,442.15	\$3,703,974.19	\$4,693,330.00	\$4,281,192.17
e copy bid Proposal B2-1 and B2-2	Yes	Yes	Yes	Yes	Yes
o copies Bid from Schedule B	Yes	Yes	Yes	Yes	Yes
o copies bid summary sheet For schedule B	Yes	Yes	Yes	Yes	Yes
Bond Schedule A or greatest cost	Yes	Yes	Yes	Yes	Yes
containing both schedules	Yes	Yes	Yes	Yes	Yes
nowledgment of all Revision to Addenda	Yes	Yes	Yes	Yes	Yes
e copy NG Contracto's Certification Of Compliance	Yes	Yes	Yes	Yes	Yes
o copies of Anti - Collusion Affidavit Form 606	Yes	Yes	Yes	Yes	Yes
o copies of Underutilized DBE (UDBE) Bid conditions 714	Yes	Yes	Yes	Yes	Yes
ntative Project Schedule Schedule B	Yes	Yes	Yes	Yes	Yes
low bid CDOT Prequalification					

Kellen D. Messick

Crystal Messick
City Clerk, Deputy

3/11/2010
Date



**CITY OF NORTHGLENN
FORMAL BID SUMMARY**

BID NUMBER RFP2010-001

PAGE 2

BID NAME 2010 Huron Street Reconstruction Project

Federal Aid Project No ES6 M945-001

Construction Project Code 17699

DEPARTMENT: Public Works

	Interstate Highway Construction, Inc.	Bangert Contracting Services Inc.	Concrete Express, Inc.	Jalisco International, Inc.	
DUE 3/12/2010	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:	BID RECEIVED:
	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE: 3/12/10	DATE:
2:00 P.M.	TIME: 1:46pm	TIME: 1:50pm	TIME: 1:53pm	TIME: 1:58pm	TIME:
SCHEDULE B Price	\$4,147,800.57	\$5,092,480.75	\$5,477,131.50	\$4,278,499.11	
one copy bid Proposal B2-1 and B2-2	Yes	Yes	Yes	Yes	
two copies Bid from Schedule B	Yes	Yes	Yes	Yes	
two copies bid summary sheet For schedule B	Yes	Yes	Yes	Yes	
Bond Schedule A or greatest cost	Yes	Yes	Yes	Yes	
containing both schedules	Yes	Yes	Yes	Yes	
acknowledgment of all Revision to Addenda	Yes	Yes	Yes	Yes	
one copy NG Contract's Certification Of Compliance	Yes	Yes	Yes	Yes	
two copies of Anti - Collusion Affidavit Form 606	Yes	Yes	Yes	Yes	
two copies of Underutilized DBE (UDBE) Bid conditions 714	Yes	Yes	Yes	Yes	
tentative Project Schedule Schedule B	Yes	Yes	Yes	Yes	
lowest bid CDOT Prequalification					

Glenn B. ...

Crista Messick
City Clerk, Deputy

3/11/2010
Date

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-57
Series of 2010

Series of 2010

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT BETWEEN THE CITY OF NORTHGLENN AND CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO FOR THE HURON STREET RECONSTRUCTION PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Construction Contract between the City of Northglenn and Castle Rock Construction Company of Colorado, LLC, attached hereto, in the amount of \$3,703,974.19 with "Force Account" items consisting of contingency and incentives in the amount of \$449,105.00 for a total amount not to exceed \$4,153,079.19 for the Huron Street Reconstruction Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____ 2010.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**CITY OF NORTHGLENN
CONSTRUCTION CONTRACT**

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this _____ day of _____, 2010, by and between the City of Northglenn, Colorado, located at 11701 Community Center Drive, Northglenn, Colorado 80233, hereinafter referred to as the "City," and Castle Rock Construction Company of Colorado, LLC, hereinafter referred to as the "Contractor."

The City and the Contractor, for the consideration herein set forth, agree as follows:

SECTION I - RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

A. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Invitation for Bid:

B. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

All terms set forth in the RFP DOCUMENTS attached hereto and identified as:
REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND,
CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS,
INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE
OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED,
LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE,
FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL
WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL
COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.

C. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement.

D. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. The Contractor will pay for repeated tests due to failure of initial tests.

E. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.

F. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.

G. Emergency Services In the event the City of Northglenn declares an emergency, the City may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If City requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the

illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

H. If Contractor violates this Section II of this Agreement, the City may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

SECTION III - RESPONSIBILITIES OF THE CITY

The City shall:

A. Provide information as to its requirements for the project.

B. Give prompt notice to the Contractor whenever the City observes or otherwise becomes aware of any defect in the project.

C. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

D. Furnish, or direct the Contractor to provide, at the City's expense, necessary additional services.

SECTION IV - TERM

The work to be performed under this Agreement shall be completed as spelled out in the Construction Documents and Specifications.

SECTION V – OPTION RENEWAL

The City of Northglenn at its sole discretion has the option to renew the services to be provided for an additional year, prevailing upon the same terms and conditions including unit price if any.

SECTION VI - PAYMENT AND FEE SCHEDULE

The City shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, an amount not to exceed the sum of four million one hundred fifty three thousand seventy nine dollars and nineteen cents (\$4,153,079.19).

A. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the City may require, and shall bill the City monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the City and approval by the Project Manager, payment shall be issued. It is understood and agreed that the City may require a maximum of thirty-one (31) days to process payment after receiving billing in proper form.

B. The City may deduct money from the partial payments in an amount necessary to protect the interests of the City, and is dependent upon the following:

If the Agreement is for one hundred fifty-thousand dollars (\$150,000) or more, the City shall withhold ten percent (10%) of monthly partial payments until fifty percent (50%) of the required work has been completed. Thereafter, no additional money shall be retained, if, in the opinion of the Project Manager, satisfactory progress is being made in the work. For Agreements less than one hundred fifty-thousand dollars (\$150,000), the City may withhold more than ten percent (10%) and may withhold beyond the fifty percent (50%) completion period.

All money withheld pursuant to this section shall be retained by the City no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the City. If the City finds that satisfactory progress is being made in all phases of the Agreement, the City may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the City shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.

Upon receipt of written notice from the Contractor that his work is ready for final inspection and acceptance by the City and upon receipt of final application for payment, the City will promptly make such final field review subject to the final payment requirements contained in Colo. Rev. Stat. § 38-26-107, as amended. If the Project Manager finds that the work is acceptable under the contract documents, the Project Manager will recommend to the Contractor that a final certificate of payment be issued. Neither final payment nor the remaining retention shall become due until the Contractor submits to the City an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work, have been paid or otherwise satisfied. Likewise, final payment shall not be made until the consent of the surety to final payment has been obtained, and if required by the City, such other data establishing payment or satisfaction of all obligations, including releases, final lien waivers, and receipts and warranties, if any, have been provided to the City. Should any subcontractor of the Contractor or supplier of said Contractor refuse to furnish any warranty and/or release or waiver, the City in its sole discretion, may refuse to certify final payment. The Contractor may then furnish sufficient bonds satisfactory to the City to indemnify the City against any such liens.

Notwithstanding anything else to the contrary contained herein, such final payment by the City shall not be construed as a waiver of any claims affecting or arising from:

- a. Unsettled liens;
- b. Faulty or defective work appearing after substantial completion;
- c. Failure of the work to comply with the requirements of the contract documents;
- d. Terms of any special warranties required by the contract documents.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City from all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of the work other than claims in stated amounts as may be specifically expected by the Contractor with the consent of the City. Any payment, however, final or otherwise, will not release the Contractor or his sureties from any obligations under the contract documents or the performance bond and labor and material payment bond.

SECTION VII - LIQUIDATED DAMAGES

The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date. All decisions of the Project Manager are at his/her complete discretion and will be final.

A. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the City as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default.

Original Agreement Amount		Daily Charge
From	To and	
More Than	Including	
\$ 0	\$ 150,000	\$ 500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900

Over \$10,000,000, the daily charge will increase by \$300 increments for each \$1,000,000 over \$10,000,000.

B. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.

C. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the City of any of its rights under this Agreement.

SECTION VIII - SUBCONTRACTING

The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and their employees.

SECTION IX - CHANGE ORDERS OR EXTENSIONS

A. The City may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order.

B. The City may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

SECTION X - INSPECTIONS, REVIEWS AND AUDITS

When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the City, in sufficient detail to fully outline to the Contractor the following items:

- A. Work to be completed, if any;
- B. Work not in compliance with the Agreement, if any; and
- C. Unsatisfactory work for any reason, if any.

The City shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

SECTION XI - CLEAN-UP

The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the City doing so. The cost will be charged to the account of the Contractor or his/her surety.

SECTION XII - PROJECT ADMINISTRATION

A. The Project Manager for this Agreement shall be Joliette Woodson, P.E., who can be reached by phone at (303) 450-8835. The Project Manager does not have the authority to alter or modify the terms of this Agreement.

B. The Project Manager is designated by the City to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.

C. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the City of Northglenn stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.

All claims, disputes and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the City of Northglenn.

SECTION XIII - NONDISCRIMINATION

The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

SECTION XIV - INDEPENDENT CONTRACTOR

In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the City. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the City because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. .

Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the City. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

SECTION XV - INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

SECTION XVI - INSURANCE

The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City, and received approval thereof, the certificate of insurance showing compliance with the following types and coverages of insurance.

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

*Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include the City of Northglenn as an "additional insured" and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the City for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

If any of the said policies shall be or at any time become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the City, the Contractor shall promptly obtain a new policy, submit the same to the City of Northglenn for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the City, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The

parties thereto also have joint and several liability to the City for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

SECTION XVII - TERMINATION

A. TERMINATION OF AGREEMENT FOR CONVENIENCE OF THE CITY

The City, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days before the effective date of termination. If the Agreement is terminated by the City, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

B. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

C. OWNERSHIP OF PARTIALLY COMPLETED WORK

All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the City prior to payment for services rendered. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION XVIII - BONDING

The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the City and licensed to do business in the State of Colorado, said bonds to be released at the sole direction of the City.

SECTION XIX - WARRANTY

The Contractor warrants and guarantees to the City that all work, equipment, and materials furnished under the Agreement listed below are free from defects in workmanship and materials for a period of TWO (2) years after final acceptance by the City. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for the Contractor to warrant the finished product after completion date. Should the

Contractor fail to proceed promptly in accordance with this guarantee, the City may have such work performed by another contractor at the expense of the original Contractor. This section does not relieve the original Contractor from liability for defects which become known after TWO (2) years. Items listed below will require a warranty of TWO (2) years:

1. Hot Mix Asphalt Pavement
2. Subgrade under Hot Mix Asphalt Pavement(1' below the pavement that is scarified and compacted)
3. Concrete Pavement
4. Subgrade under Concrete Pavement(1' below the pavement that is scarified and compacted)
5. Concrete Driveways
6. Subgrade under Concrete Driveways(1' below the pavement that is scarified and compacted)
7. Concrete Sidewalk
8. Subgrade under Concrete Sidewalk(1' below the pavement that is scarified and compacted)
9. Concrete Curb and Gutter
10. Subgrade under Concrete Sidewalk(1' below the pavement that is scarified and compacted)
11. Striping (All striping including all preformed plastic pavement markings)
12. Concrete Wall (including drain lines and structure backfill)
13. Masonry Block Wall (including drain lines and structure backfill)
14. Water Lines (including pipeline, valves, fittings, water services, and fire hydrants)
15. Structure Backfill for Water Lines (including pipeline, valves, fittings, water services, and fire hydrants)
16. Storm Sewer (including manholes and inlets)
17. Structure Backfill for Storm Sewer (including manholes and inlets)
18. Traffic Signals (including traffic signal lights, poles, mast arms, wiring, cameras, and equipment)
19. Landscape Plant Material
20. Landscape Irrigation System (pipeline, sprinklers, and valves)

SECTION XX - MUTUAL UNDERSTANDINGS

A. Jurisdiction and Venue

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the City of Northglenn, Colorado.

B. Compliance with Laws

The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors

shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

C. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or City personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the City.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

For the City:
City of Northglenn Public Works Dept.
Attn: Joliette Woodson
11701 Community Center Drive
Northglenn, CO 80601 Phone: 303 450.8835

For the Contractor:
Castle Rock Construction Company of Colorado, LLC
Attn: Ralph Bell, COO
6374 S. Racine Circle
Centennial, CO 80111

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

CITY:

City of Northglenn

By _____

Name _____

Title Mayor

ATTEST:

Name Johanna Small, CMC

Title City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

(SEAL)

ATTEST:

Mary Kersh
MARY KERSH

Name (Please Print or Type)

Title CFO

CONTRACTOR:

By Ralph Bell

Name RALPH BELL

(Please Type or Print)

Title COO

Address 6374 S. RAINE

CENTENNIAL, CO

80111

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 Electronic version -- March 10, 1994

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

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b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the

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event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated

facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

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c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the

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work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

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b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

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2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 21, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which

is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

BID SCHEDULE
FEDERAL AID PROJECT ES6 M945-001
CONSTRUCTION PROJECT CODE NO. 17699 / CITY OF NORTHGLENN PROJECT NO. 2010-001
PROJECT: HURON STREET RECONSTRUCTON
February 25, 2010

SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
202-00010	Removal of Tree	EACH	1	\$175.00	\$175.00
202-00019	Removal of Inlet	EACH	3	\$570.00	\$1,710.00
202-00021	Removal of Manhole	EACH	2	\$570.00	\$1,140.00
202-00030	Removal of Water Service	EACH	1	\$360.00	\$360.00
202-00031	Removal of Fire Hydrant	EACH	6	\$600.00	\$3,600.00
202-00035	Removal of Pipe	LF	409	\$14.00	\$5,726.00
202-00195	Removal of Median Cover	SY	123	\$7.80	\$959.40
202-00200	Removal of Sidewalk	SY	1701	\$7.80	\$13,267.80
202-00202	Removal of Gutter	LF	876	\$2.90	\$2,540.40
202-00203	Removal of Curb and Gutter	LF	9567	\$2.90	\$27,744.30
202-00206	Removal of Concrete Curb Ramp	SY	420	\$11.60	\$4,872.00
202-00210	Removal of Concrete Pavement	SY	302	\$11.60	\$3,503.20
202-00220	Removal of Asphalt Mat	SY	40153	\$2.13	\$85,525.89
202-00250	Removal of Pavement Marking	SF	4170	\$1.00	\$4,170.00
202-00420	Rem of Ped Rail	LF	20	\$20.00	\$400.00
202-00810	Removal of Ground Sign	EACH	23	\$40.00	\$920.00
202-00821	Removal of Sign Panel	EACH	12	\$40.00	\$480.00
202-00828	Removal of Traffic Signal Equipment	LS	1	\$695.00	\$695.00
202-00840	Removal of Traffic Signal Pole	EACH	4	\$350.00	\$1,400.00
202-00842	Removal of Mast Arm	EACH	4	\$350.00	\$1,400.00
202-00848	Removal of Traffic Signal Controller and Cabinet	EACH	3	\$650.00	\$1,950.00
202-00900	Removal of Concrete Footing	EACH	4	\$620.00	\$2,480.00
202-04005	Clean Valve Box	EACH	20	\$150.00	\$3,000.00
203-00010	Unclassified Excavation (Complete In Place)	CY	5,605	\$13.05	\$73,145.25
203-00100	Muck Excavation	CY	1,440	\$15.40	\$22,176.00
203-01597	Potholing	HOURL	80	\$175.00	\$14,000.00
203-01622	Sweeping (With Pickup Broom)	HOURL	240	\$105.00	\$25,200.00
206-00000	Structure Excavation	CY	8467	\$3.95	\$33,444.65
206-00065	Structure Backfill (Flow-Fill)	CY	589	\$67.75	\$39,904.75
206-00100	Structure Backfill (Class 1)	CY	2013	\$18.50	\$37,240.50
206-00200	Structure Backfill (Class 2)	CY	5022	\$6.95	\$34,902.90
207-00205	Topsoil	CY	370	\$21.19	\$7,840.30
208-00002	Erosion Log (12 Inch)	LF	200	\$2.70	\$540.00
208-00011	Erosion Bales (Weed Free)	EACH	20	\$10.00	\$200.00
208-00020	Silt Fence	LF	3626	\$0.85	\$3,082.10
208-00045	Concrete Washout Structure	EACH	1	\$175.00	\$175.00
208-00050	Storm Drain Inlet Protection	EACH	29	\$55.00	\$1,595.00
				SUBTOTAL	\$461,465.44

BID SCHEDULE
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SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
208-00070	Stabilized Construction Entrance	EACH	15	\$610.00	\$9,150.00
208-00206	Erosion Control Supervisor	DAY	48	\$50.00	\$2,400.00
210-00050	Reset Fire Hydrant	EACH	2	\$1,000.00	\$2,000.00
210-00815	Reset Sign Panel	EACH	11	\$40.00	\$440.00
210-01700	Reset Sprinkler Head	EACH	200	\$20.40	\$4,080.00
210-04010	Adjust Manhole	EACH	9	\$270.00	\$2,430.00
210-04050	Adjust Valve Box	EACH	39	\$200.00	\$7,800.00
211-03005	Dewatering	LS	1	\$33,750.00	\$33,750.00
212-00006	Seeding (Native)	ACRE	0.1	\$4,974.00	\$497.40
212-00047	Soil Preparation (Special)	ACRE	0.5	\$6,330.00	\$3,165.00
212-00050	Sod	SF	18675	\$0.56	\$10,458.00
212-00100	Tree Retention and Protection	LS	1	\$3,000.00	\$3,000.00
212-01200	Landscape Restoration	LS	1	\$4,075.00	\$4,075.00
213-00002	Mulching (Weed Free Hay)	ACRE	0.1	\$4,974.00	\$497.40
213-00005	Mulching (Decorative)	CF	7323	\$1.84	\$13,474.32
213-00008	Mulching (Wood Chip)	CF	1815	\$1.53	\$2,776.95
213-00070	Landscape Weed Barrier Fabric	SY	1826	\$1.22	\$2,227.72
213-00470	Metal Landscape Border (3/16 x 4 inch)	LF	320	\$2.90	\$928.00
214-00000	Landscape Maintenance	LS	1	\$2,370.00	\$2,370.00
214-00220	Deciduous Tree (2 inch Caliper)	EACH	5	\$239.20	\$1,196.00
214-00225	Deciduous Tree (2.5 inch Caliper)	EACH	3	\$296.80	\$890.40
214-00310	Deciduous Shrub (1 gallon)	EACH	70	\$13.80	\$966.00
214-00350	Deciduous Shrub (5 gallon)	EACH	92	\$16.60	\$1,527.20
214-00650	Evergreen Shrub (5 gallon)	EACH	36	\$21.50	\$774.00
214-00910	Perinnials (1 gallon)	EACH	485	\$10.00	\$4,850.00
403-00721	Hot Mix Asphalt (Patching) (Asphalt)	TON	40	\$95.00	\$3,800.00
403-33751	Hot Mix Asphalt (Grading S) (75) (PG 64-28)	TON	356	\$54.70	\$19,473.20
403-34771	Hot Mix Asphalt (Grading SX) (75) (PG 76-28)	TON	119	\$95.75	\$11,394.25
411-10255	Emulsified Asphalt (Slow-Setting)	GAL	110	\$4.00	\$440.00
412-00950	Concrete Pavement (9-1/2 Inch)	SY	29403	\$31.50	\$926,194.50
412-00952	Concrete Pavement (9 1/2 Inch) (Fast Track)	SY	10963	\$31.90	\$349,719.70
420-00012	Geotextile (Drainage) (Class I)	SY	1483	\$2.85	\$4,226.55
420-00132	Geotextile (Seperator) (Class I)	SY	8961	\$2.00	\$17,922.00
503-00036	Drilled Caisson (36 Inch)	LF	76	\$255.00	\$19,380.00
504-08255	Masonry Landscape Wall (Dry Stack)	SF	1340	\$18.31	\$24,535.40
506-00212	Riprap (12 Inch)	CY	39	\$54.00	\$2,106.00
				SUBTOTAL	\$1,494,914.99

BID SCHEDULE
FEDERAL AID PROJECT ES6 M945-001
CONSTRUCTION PROJECT CODE NO. 17699 / CITY OF NORTHGLENN PROJECT NO. 2010-001
PROJECT: HURON STREET RECONSTRUCTION
February 25, 2010

SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
601-03050	Concrete Class D (Wall)	CY	135	\$270.00	\$36,450.00
602-00000	Reinforcing Steel	LB	8300	\$1.10	\$9,130.00
603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	188	\$22.25	\$4,183.00
603-01245	24 Inch Reinforced Concrete Pipe (Complete In Place)	LF	437	\$31.75	\$13,874.75
603-01305	30 Inch Reinforced Concrete Pipe (Complete In Place)	LF	475	\$42.00	\$19,950.00
603-01365	36 Inch Reinforced Concrete Pipe (Complete In Place)	LF	296	\$55.00	\$16,280.00
603-05030	30 Inch Reinforced Concrete End Section	EACH	2	\$1,300.00	\$2,600.00
604-13653	Inlet Type 13 Combination (5 Foot) (Special) (3 unit)	EACH	1	\$5,075.00	\$5,075.00
604-13655	Inlet Type 13 Combination (5 Foot) (Special) (5 unit)	EACH	1	\$8,450.00	\$8,450.00
604-13683	Inlet Type 13 Combination (10 Foot) (Special) (3 unit)	EACH	2	\$6,275.00	\$12,550.00
604-13685	Inlet Type 13 Combination (10 Foot) (Special) (5 unit)	EACH	2	\$9,850.00	\$19,700.00
604-19210	Inlet Type R L 10 (10 Foot)	EACH	1	\$4,700.00	\$4,700.00
604-19305	Inlet Type R L 15 (5 Foot)	EACH	1	\$5,700.00	\$5,700.00
604-19310	Inlet Type R L 15 (10 Foot)	EACH	1	\$5,700.00	\$5,700.00
604-30005	Manhole Slab Base (5 Foot)	EACH	1	\$1,950.00	\$1,950.00
604-30010	Manhole Slab Base (10 Foot)	EACH	7	\$2,275.00	\$15,925.00
605-00060	6 Inch Perforated Pipe Underdrain	LF	2405	\$10.75	\$25,853.75
605-01020	2 Inch Horizontal Drain	LF	289	\$24.00	\$6,936.00
606-01390	End Anchorage Type 3K	EACH	1	\$1,220.00	\$1,220.00
606-10300	Bridge Rail Type 3	LF	20	\$223.70	\$4,474.00
608-00000	Concrete Sidewalk	SY	2947	\$26.00	\$76,622.00
608-00010	Concrete Curb Ramp	SY	473	\$70.00	\$33,110.00
609-21010	Curb and Gutter Type 2 (Section I-B)	LF	358	\$8.00	\$2,864.00
609-21011	Curb and Gutter Type 2 (Section I-M)	LF	80	\$14.00	\$1,120.00
609-21020	Curb and Gutter Type 2 (Section II-B)	LF	9063	\$10.80	\$97,880.40
609-21021	Curb and Gutter Type 2 (Section II-M)	LF	202	\$37.70	\$7,615.40
609-21023	Curb and Gutter Type 2 (Section II-B) (Special)	LF	182	\$35.75	\$6,506.50
609-31011	Curb and Gutter Type 2 (Section I-M) (Fast Track)	LF	37	\$25.00	\$925.00
				SUBTOTAL	\$447,344.80

BID SCHEDULE
FEDERAL AID PROJECT ES6 M945-001
CONSTRUCTION PROJECT CODE NO. 17699 / CITY OF NORTHGLENN PROJECT NO. 2010-001
PROJECT: HURON STREET RECONSTRUCTION
February 25, 2010

SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
609-34004	Gutter Type 2 (4 Foot) (Fast Track)	LF	101	\$38.90	\$3,928.90
609-34006	Gutter Type 2 (6 Foot) (Fast Track)	LF	454	\$43.25	\$19,635.50
609-34008	Gutter Type 2 (8 Foot) (Fast Track)	LF	103	\$55.95	\$5,762.85
610-00026	Median Cover Material (6 Inch Patterned Concrete)	SF	2926	\$6.00	\$17,556.00
613-00206	2 Inch Electrical Conduit (Bored)	LF	950	\$6.50	\$6,175.00
613-00306	3 Inch Electrical Conduit (Bored)	LF	2340	\$7.50	\$17,550.00
613-07026	Pull Box (16x24x12)	EACH	4	\$450.00	\$1,800.00
613-10000	Wiring	LS	1	\$5,400.00	\$5,400.00
614-00011	Sign Panel (Class I)	SF	34	\$15.30	\$520.20
614-00012	Sign Panel (Class II)	SF	370	\$14.50	\$5,365.00
614-01573	Steel Sign Support (2-1/2 Inch Round NP-40)(Post & Slipbase)	EACH	51	\$250.00	\$12,750.00
614-10151	12 Inch LED (Ball) (Green)	EACH	43	\$64.00	\$2,752.00
614-10152	12 Inch LED (Ball) (Red)	EACH	34	\$55.00	\$1,870.00
614-10153	12 Inch LED (Ball) (Yellow)	EACH	42	\$64.00	\$2,688.00
614-10156	12 Inch LED (Arrow) (Green)	EACH	2	\$62.00	\$124.00
614-10157	12 Inch LED (Arrow) (Red)	EACH	9	\$54.00	\$486.00
614-10158	12 Inch LED (Arrow) (Yellow)	EACH	9	\$57.00	\$513.00
614-10160	Signal Head Backplates	EACH	14	\$66.00	\$924.00
614-70150	Pedestrian Signal Face (16) (Countdown)	EACH	36	\$411.00	\$14,796.00
614-70336	Traffic Signal Face (12-12-12)	EACH	10	\$450.00	\$4,500.00
614-70560	Traffic Signal Face (12-12-12-12-12)	EACH	8	\$657.00	\$5,256.00
614-72855	Traffic Signal Controller Cabinet	EACH	1	\$10,650.00	\$10,650.00
614-72858	Pedestrian Pole	EACH	2	\$995.00	\$1,990.00
614-72860	Pedestrian Push Button	EACH	8	\$177.00	\$1,416.00
614-72886	Intersection Detection System (Camera)	EACH	14	\$4,150.00	\$58,100.00
614-75866	Fire Preemption Unit and Timer (Opticom 2-722 with 2-752 Phase selectors)	EACH	2	\$3,030.00	\$6,060.00
614-81130	Traffic Signal-Light Pole Steel (1-30 Foot Mast Arm)	EACH	1	\$13,040.00	\$13,040.00
614-81135	Traffic Signal-Light Pole Steel (1-35 Foot Mast Arm)	EACH	1	\$13,105.00	\$13,105.00
614-81140	Traffic Signal-Light Pole Steel (1-40 Foot Mast Arm)	EACH	1	\$14,550.00	\$14,550.00
614-81145	Traffic Signal-Light Pole Steel (1-45 Foot Mast Arm)	EACH	1	\$14,695.00	\$14,695.00
614-85520	Paint Traffic Signal Pole	EACH	9	\$450.00	\$4,050.00
				SUBTOTAL	\$268,008.45

BID SCHEDULE
FEDERAL AID PROJECT ES6 M945-001
CONSTRUCTION PROJECT CODE NO. 17699 / CITY OF NORTHGLENN PROJECT NO. 2010-001
PROJECT: HURON STREET RECONSTRUCTION
February 25, 2010

SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
614-86245	Traffic Signal Controller (ASC/3)	EACH	5	\$2,282.00	\$11,410.00
614-86800	Uninterrupted Power Supply	EACH	5	\$5,415.00	\$27,075.00
619-00002	Water Service	EACH	1	\$1,625.00	\$1,625.00
619-06040	4 Inch Ductile Iron Pipe	LF	132	\$48.50	\$6,402.00
619-06060	6 Inch Ductile Iron Pipe	LF	253	\$75.00	\$18,975.00
619-10240	24 Inch Welded Steel Pipe	LF	209	\$115.00	\$24,035.00
619-10247	24 Inch Welded Steel Pipe (Jacked)	LF	40	\$585.00	\$23,400.00
619-50080	1 Inch Plastic Pipe	LF	1840	\$0.85	\$1,564.00
619-50120	1-1/2 Inch Plastic Pipe	LF	1440	\$1.38	\$1,987.20
619-50160	2 Inch Plastic Pipe	LF	320	\$3.31	\$1,059.20
619-50320	4 Inch Plastic Pipe	LF	60	\$9.83	\$589.80
619-50640	8 Inch Plastic Pipe	LF	420	\$50.00	\$21,000.00
619-50960	12 Inch Plastic Pipe	LF	3546	\$42.25	\$149,818.50
619-75000	Cast Iron Valve Box	EACH	32	\$285.00	\$9,120.00
619-75032	4 Inch Gate Valve	EACH	2	\$575.00	\$1,150.00
619-75048	6 Inch Gate Valve	EACH	4	\$710.00	\$2,840.00
619-75064	8 Inch Gate Valve	EACH	6	\$1,075.00	\$6,450.00
619-75096	12 Inch Gate Valve	EACH	20	\$1,975.00	\$39,500.00
619-78048	6" Fire Hydrant	EACH	4	\$3,350.00	\$13,400.00
619-80000	Cathodic Protection	LS	1	\$7,300.00	\$7,300.00
620-00002	Field Office (Class 2)	EACH	1	\$10,000.00	\$10,000.00
620-00020	Sanitary Facility	EACH	4	\$1,000.00	\$4,000.00
623-00162	Poly Drip Line	LF	1512	\$0.85	\$1,285.20
623-00164	Drip Emitter	EACH	402	\$1.38	\$554.76
623-00165	Drip Control Valve	EACH	2	\$219.40	\$438.80
623-00186	Drip Flush Valve with Indicator	EACH	15	\$41.60	\$624.00
623-04000	Control Wire 24 Volt	LF	4715	\$0.17	\$801.55
623-04008	1 Inch Quick-Coupler Valve	EACH	7	\$182.60	\$1,278.20
623-05012	1-1/2 Inch Gate Valve	EACH	2	\$101.40	\$202.80
625-00000	Construction Surveying	LS	1	\$18,000.00	\$18,000.00
626-00000	Mobilization	LS	1	\$373,200.00	\$373,200.00
626-01000	Public Information Services	LS	1	\$3,000.00	\$3,000.00
627-00011	Pavement Marking Paint (Waterborne)	GAL	70	\$20.00	\$1,400.00
627-01010	Preformed Plastic Pavement Marking (Type I)(Inlaid)	SF	4938	\$7.00	\$34,566.00
627-02010	Preformed Plastic Pavement Marking (Type II)(Inlaid)	SF	1347	\$8.00	\$10,776.00
				SUBTOTAL	\$828,828.01

\$353,200.00
\$808,828.01

BID SCHEDULE
FEDERAL AID PROJECT ES6 M945-001
CONSTRUCTION PROJECT CODE NO. 17699 / CITY OF NORTHGLENN PROJECT NO. 2010-001
PROJECT: HURON STREET RECONSTRUCTON
February 25, 2010

SCHEDULE B

Pay Item No.	Pay Item Description	Unit	Estimated Quantity	Unit Bid Price	Amount Bid
627-30327	Preformed Plastic Pavement Marking (Word-Symbol) (Type III)	SF	641	\$12.00	\$7,692.00
627-30332	Preformed Plastic Pavement Marking (Xwalk-Stop Line) (Type III)	SF	3134	\$5.50	\$17,237.00
630-00000	Flagging	HOURL	1920	\$18.00	\$34,560.00
630-00003	Uniformed Traffic Control	HOURL	200	\$60.00	\$12,000.00
630-00007	Traffic Control Inspection	DAY	120	\$65.00	\$7,800.00
630-00012	Traffic Control Management	DAY	240	\$410.00	\$98,400.00
630-80001	Flashing Beacon (Portable)	EACH	10	\$700.00	\$7,000.00
630-80341	Construction Traffic Sign (Panel Size A)	EACH	34	\$25.00	\$850.00
630-80342	Construction Traffic Sign (Panel Size B)	EACH	18	\$25.00	\$450.00
630-80344	ARRA Funded Project Sign Medium (Conventional Road)	SF	94.5	\$18.00	\$1,701.00
630-80356	Advance Warning Flashing or Sequencing Arrow Panel (A Type)	EACH	1	\$3,000.00	\$3,000.00
630-80360	Drum Channelizing Device	EACH	80	\$25.00	\$2,000.00
630-80363	Drum Channelizing Device (With Light) (Flashing)	EACH	40	\$30.00	\$1,200.00
630-80370	Concrete Barrier (Temporary)	LF	1830	\$15.75	\$28,822.50
630-80380	Traffic Cone	EACH	100	\$7.00	\$700.00
SUBTOTAL					\$223,412.50
TOTAL					\$3,723,974.19

\$ 3,703,974.19
CBL

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 6376762

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

CASTLE ROCK CONSTRUCTION COMPANY
OF COLORADO, LLC
6374 South Racine Circle
Centennial, Colorado 80111

SURETY (Name and Principal Place of Business):

SAFECO INSURANCE COMPANY OF AMERICA
1001 Fourth Avenue, Safeco Plaza
Seattle, Washington 98154

OWNER (Name and Address):

CITY OF NORTHGLENN, COLORADO
11701 Community Center Drive, P. O. Box 330061
Northglenn, Colorado 80233-8061

CONSTRUCTION CONTRACT

Date:

Amount: (\$4,153,079.19--) FOUR MILLION ONE HUNDRED FIFTY THREE THOUSAND SEVENTY NINE AND 19/100 DOLLARS

Description (Name and Location): Huron Street Reconstruction Project, Federal Aid Project No. ES6
M945-001, Construction Project Code No. 17699, City Project No. 2010-01

BOND

Date (Not earlier than Construction Contract Date):

Amount: (\$4,153,079.19--) FOUR MILLION ONE HUNDRED FIFTY THREE THOUSAND SEVENTY NINE AND 19/100 DOLLARS

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: CASTLE ROCK (Corporate Seal)
CONSTRUCTION COMPANY OF COLORADO, LLC

Signature: *Ref Beel*

Name and Title:

SURETY

Company: SAFECO INSURANCE (Corporate Seal)
COMPANY OF AMERICA

Signature: *Cynthia M. Burnett*

Name and Title: Cynthia M. Burnett
Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER: Surescape Insurance
Services, LLC

7800 South Elati Street, Suite 100
Littleton, Colorado 80120
(303) 225-8030

**OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):** N/A

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Not Applicable

(Corporate Seal)

SURETY

Company: Not Applicable

(Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 6376762

AIA Document A312

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
CASTLE ROCK CONSTRUCTION COMPANY
OF COLORADO, LLC
6374 South Racine Circle
Centennial, Colorado 80111

OWNER (Name and Address):
CITY OF NORTHGLENN, COLORADO
11701 Community Center Drive, P. O. Box 330061
Northglenn, Colorado 80233-8061

SURETY (Name and Principal Place of Business):
SAFECO INSURANCE COMPANY OF AMERICA
1001 Fourth Avenue, Safeco Plaza
Seattle, Washington 98154

CONSTRUCTION CONTRACT

Date:

Amount: (\$4,153,079.19--) FOUR MILLION ONE HUNDRED FIFTY THREE THOUSAND SEVENTY NINE AND 19/100 DOLLARS

Description (Name and Location): Huron Street Reconstruction Project, Federal Aid Project No. ES6
M945-001, Construction Project Code No. 17699; City Project No. 2010-01

BOND

Date (Not earlier than Construction Contract Date):

Amount: (\$4,153,079.19--) FOUR MILLION ONE HUNDRED FIFTY THREE THOUSAND SEVENTY NINE AND 19/100 DOLLARS

Modifications to this Bond:

☐ None

☒ See Page 6

CONTRACTOR AS PRINCIPAL

Company: CASTLE ROCK (Corporate Seal)
CONSTRUCTION COMPANY OF COLORADO, LLC

Signature: *RLP Bell COO*
Name and Title:

SURETY

Company: SAFECO INSURANCE (Corporate Seal)
COMPANY OF AMERICA

Signature: *Cynthia M. Burnett*
Name and Title: Cynthia M. Burnett
Attorney-in-Fact

Surety Phone No.

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: Surescape Insurance
Services, LLC
7800 South Elati Street, Suite 100
Littleton, Colorado 80120
(303) 225-8030

**OWNER'S REPRESENTATIVE (Architect, Engineer or
other party):** N/A

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Sub paragraph 4.3 is added as follows:

4.3 Claimant has furnished to Surety proof of claim duly sworn to by Claimant, along with adequate supporting documentation which proves the amount claimed is due and payable.

Paragraph 5 is amended as follows:

5 If a notice required by paragraph 4 is given by Owner to the Contractor and to the Surety, that is sufficient compliance.

Paragraph 6 is deleted in its entirety and the following is substituted in its place:

6 When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, within a reasonable period of time, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, within a reasonable period of time, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety defenses to, or right to dispute such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Not Applicable

(Corporate Seal)

SURETY

Company: Not Applicable

(Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable



POWER
OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 13208

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*******CYNTHIA M. BURNETT; DOUGLAS J. ROTHEY; ERIK ULIBARRI; KATHY VAN HOUTEN; Denver, Colorado*******

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of March, 2009

Dexter R. Legg

Timothy A. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of _____



Dexter R. Legg

Dexter R. Legg, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2010PRODUCER (303)225-8030 FAX: (303)225-8034
Surescape Insurance Services, LLC
7800 So. Elati St., Suite 100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Littleton CO 80120

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Castle Rock Construction Company
of Colorado, LLC
6374 South Racine Circle
Centennial CO 80111

INSURER A: Charter Oak Fire Insurance

25615

INSURER B: Travelers Prop Cas Co. of Am.

25674

INSURER C: Pinnacol Assurance

41190

INSURER D:

INSURER E:

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	DT-CO-325D8373-COF-09	12/31/2009	12/31/2010	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)
					PERSONAL & ADV INJURY
					GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY	DT-810-325D8373-TIL-09	12/31/2009	12/31/2010	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO				
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
	<input type="checkbox"/> SCHEDULED AUTOS				
	<input checked="" type="checkbox"/> HIRED AUTOS				BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
					PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				
					OTHER THAN EA ACC
					AUTO ONLY: AGG
B	EXCESS / UMBRELLA LIABILITY	DTSM-CUP-325D8373-TIL-09	12/31/2009	12/31/2010	EACH OCCURRENCE
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	4087879	1/1/2010	1/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
					E.L. DISEASE - POLICY LIMIT
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Huron Street Construction Project, Federal Aid Project No. ES6 M945-001, Construction Project code No. 17699, City Project No. 2010-01. City of Northglenn, Colorado is an additional insured if required by written contract. Waiver of Subrogation applies if required by written contract.

CERTIFICATE HOLDER

City of Northglenn, Colorado
11701 Community Center Drive
P.O. Box 330061
Northglenn, CO 80233-8061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

K Van Houten/KATHY

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.