RESOLUTION NO. 12-39

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
AWARDING A BID FOR CONCRETE REPAIRS, PROJECT NO. 12-PW-001, ANNUAL ROADWAY MAINTENANCE SERVICES (2012-2013)

WHEREAS, the City of Castle Pines ("City"), by proper notice published on May 3, 2012 and May 10, 2012, solicited bids for Project No. 12-PW-001, City of Castle Pines Annual Roadway Maintenance Services (2012-2013) (the "Project") in accordance with Colorado law; and

WHEREAS, the invitation for bids ("IFB") document was made available to prospective bidders on May 7, 2012; and

WHEREAS, the Project includes the following main categories:

1. Traffic Control and Street Signs
2. Street Sweeping
3. Stormwater Maintenance
4. Right-of-Way Maintenance
5. Pavement Markings
6. Asphalt Pavement
7. Concrete (Minor Repairs)
8. Concrete (Pavement Repairs)
9. Snow Removal (Primary Routes)
10. Snow Removal (Secondary and Residential Routes)
11. Snow Removal (All Routes Combined); and

WHEREAS, City Staff and the City's consulting engineer, Merrick & Company ("Merrick"), have evaluated the unit price bids received from bidders to determine the responsible and responsive bidder(s) for the categories of services associated with the Project; and

WHEREAS, City Staff and Merrick have provided their written recommendations regarding the bid award to City Council; and

WHEREAS, it is the desire and intent of the City Council to award a services contract to the responsible and responsive bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the City Council, after full consideration of the bids submitted and the recommendations of City Staff and Merrick, finds that Interstate Highway Construction, Inc. (the successful bidder, hereinafter the "Contractor") submitted the responsible and responsive bid for the following services: concrete repairs, including concrete minor repairs and concrete pavement repairs; and
WHEREAS, it is in the best interests of the City to award the bid for the above-described services to the Contractor in the not to exceed amount of One Hundred Twenty Two Thousand Dollars ($122,000.00), based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project; and

WHEREAS, the City desires to enter into a Professional Services Agreement with the Contractor to have the Contractor provide the above-described services to the City of Castle Pines, which Professional Services Agreement shall be substantially in the form attached as Exhibit A to the IFB (the City’s standard form of services contract for the Project).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. That upon consideration and approval of this Resolution by City Council: (a) a Professional Services Agreement for the above-described services shall be awarded to the Contractor; (b) the Interim City Manager shall be authorized to negotiate the final scope of work associated with the Contractor for the Professional Services Agreement; (c) City Attorney shall be authorized to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Professional Services Agreement as may be appropriate that do not substantially increase the obligations of the City; (d) the Mayor shall be authorized to execute the Professional Services Agreement on behalf of the City with the approval of the City Attorney when in final form; and (e) the Interim City Manager shall be authorized to execute all documents necessary to give effect to the award of the bid referenced in this Resolution, including but not limited to the Notice of Award and the Notice to Proceed.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.

Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 5 in favor, 0 against and 2 absent this 12th day of June, 2012.

Jeffrey T. Huff, Mayor

Attest:
Dan Schatz, City Clerk

Approved as to form:
Linda C. Michow, City Attorney
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND INTERSTATE HIGHWAY CONSTRUCTION, INC.

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of July, 2012 ("Effective Date"), by and between the CITY OF CASTLE PINES, a Colorado municipal corporation (the "City"), and INTERSTATE HIGHWAY CONSTRUCTION, INC., a Michigan corporation (the "Contractor"). The City and the Contractor may be collectively referred to as the "Parties" and each individually as "Party".

RECITALS AND REPRESENTATIONS:

WHEREAS, the City desires to retain the Contractor to provide certain roadway maintenance services to the City, including but not limited to concrete repairs, including concrete minor repairs and concrete pavement repairs; and

WHEREAS, the Contractor represents that the Contractor has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the City desires to engage the Contractor to provide the services described in this Agreement subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

1. LINE OF AUTHORITY: The City Manager or his or her designee (the "City Authorized Representative") is designated as the City Authorized Representative for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Agreement. For purposes of this Agreement, the Contractor's designated representative is Greg Scott (the "Contractor Authorized Representative").

2. SCOPE OF SERVICES: Contractor shall perform all services described in the bid/proposal dated May 7, 2012 attached to this Agreement as Exhibit A (the "Services" or "Scope of Services") diligently and professionally and in a manner satisfactory to the City Authorized Representative. As set forth in Section 3, below, it is currently anticipated that the Contractor will initially be retained by the City from...
July 1, 2012 through June 30, 2013.

The City may, from time to time, request changes to the Scope of Services to be performed hereunder. If agreed to by both Parties, Contractor will, within a reasonable time period, provide to the City in writing a price and modification to services for the proposed addition to Services. Such changes, including any increase or decrease in the amount of the Contractor's compensation, when mutually agreed upon between the City and Contractor, shall become an amendment to and part of this Agreement, provided any such change is in writing and signed by the City Authorized Representative and by the Contractor Authorized Representative.

If Contractor proceeds without such written change authorization, then the Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or by implied by a course of action, relating to the terms and scope of this Agreement. If Contractor performs any work beyond the Services described in Exhibit A, it does so at its own risk.

Whenever the terms of the Scope of Services conflict with, or propose different terms than the terms of this Agreement, the provisions of this Agreement shall expressly control.

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in Exhibit A, the City agrees to compensate the Contractor based on the following:

a. In consideration for the completion of the Services specified herein by Contractor, the City shall pay Contractor on a time and materials basis in accordance with the unit values and estimated cost for maintenance activities set forth in Exhibit A. Payments shall be processed in accordance with the General Conditions applicable to this Agreement. Except as may be agreed upon by the City and Contractor through written change orders as described in Section 2 above, in no event shall the total fees and expenses paid to Contractor under this Agreement exceed one hundred twenty two thousand dollars ($122,000.00) (the “Not to Exceed Figure”). The City and Contractor may mutually agree, however, to modify or amend the Scope of Services, in which case the Contractor and City may amend this Agreement to include such additional services and compensation based on the agreed upon fee for such additional services.

b. Contractor’s invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Contractor has performed the Services described in Exhibit A. With each invoice, to the extent possible, the Contractor shall submit an activity service report detailing the Services provided in accordance with Exhibit A. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Contractor.

4. TERM: It is mutually agreed by the Parties that the term of this Agreement shall commence as of the Effective Date and terminate on June 30, 2013, unless earlier terminated by the terms of this Agreement. This Agreement shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City’s satisfaction with all services received during the preceding term. If in the City’s sole discretion the Contractor’s performance under this Agreement is satisfactory, the City may extend the term of this Agreement for up to three (3) additional one (1) year terms.
5. CONFLICT OF INTEREST: The Contractor agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the Services described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the City. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City.

6. INDEPENDENT CONTRACTOR: The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent Contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, subcontractors, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation, disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

7. INDEMNIFICATION: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever. The Contractor shall defend, indemnify and hold harmless the City, its elected officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, in any way resulting from or arising from this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the negligence of City's elected officials, officers, directors, agents, and employees. Contractor's defense, indemnification and insurance obligations shall be to the fullest extent permitted by law and nothing in this Agreement shall be construed as requiring the Contractor to defend in litigation, indemnify or insure the City against liability arising out of the death or bodily injury to person or damage to property caused by the negligence or fault of the City or any third party under the control or supervision of the City.

8. INSURANCE: The Contractor shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Contractor to be sufficient to meet or exceed the Contractor's minimum statutory and legal obligations arising under this Agreement, including the indemnification obligations set forth in Section 7. At a minimum, Contractor shall maintain the following policies of insurance:

- Worker’s Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law.
- Comprehensive General Liability Insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and in the aggregate.
- Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than of Two Million Dollars ($2,000,000) each occurrence with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the Annual Work Plan.
- Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars ($1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all work and services contained in the Annual Work Plan.
- Excess Liability Insurance with limits of Two Million Dollars ($2,000,000).
All policies of insurance obtained by the Contractor shall provide that the insurer will give the City a minimum of thirty (30) calendar days written notice prior to the cancellation or material modification of any policy of insurance obtained to comply with this Section 8. The Contractor shall be solely responsible for any insurance deductible. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or nonperformance of this Agreement.

9. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as the same may be amended from time to time, or otherwise available to the City.

10. ASSIGNMENT: The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, either in whole or in part without the prior written approval of the City. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the City Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Contractor hereunder.

11. CITY REVIEW OF RECORDS: The Contractor agrees that, upon a reasonable request of the City Authorized Representative, at any time during the term of this Agreement or three (3) years thereafter, will make available for inspection and audit upon request by the City Authorized Representative, those books and records of the Contractor’s Services performed under this Agreement. Nothing construed herein shall be construed as a requirement that Contractor shall provide its financial records determined to be proprietary by the Contractor. The Contractor shall maintain such records until the expiration of the three (3) years following the end of the term of this Agreement.

12. OWNERSHIP OF DOCUMENTS: Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Castle Pines upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

13. TERMINATION:

a. City Unilateral Termination: The City shall have the right to terminate this Agreement, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) calendar days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports which are considered to be documents subject to the Colorado Open Records Act shall become the City's property. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the effective date of such termination. 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.
Contractor’s indemnification obligations hereunder shall survive termination of this Agreement.

b. Termination for Non-Performance: Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section 13.b., a “reasonable time” shall be not less than five (5) business days. In the event of a failure to timely cure non-performance and upon the date of the resulting termination for non-performance, the Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses if any. Such final accounting and final invoice shall be delivered to the City within fifteen (15) days of the effective date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Contractor shall be submitted to or accepted by the City. Provided that notice of non-performance is provided in accordance with this Section 13.b., nothing in this Section 13.b. shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

14. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

To the City: City of Castle Pines
Attn: City Manager
7501 Village Square Drive, Suite 100
Castle Pines, CO 80108

With a copy to: Widner Michow & Cox LLP
City Attorney for Castle Pines
13313 E. Arapahoe Rd., Suite 100
Centennial, CO 80112
Facsimile (303) 754-3395

To the Contractor: Interstate Highway Construction, Inc.
7135 S. Tucson Way
Englewood, CO 80112

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the City Authorized Representative and the Contractor Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) working days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

15. NONDISCRIMINATION: In connection with the performance of Services under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

16. ILLEGAL ALIENS: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify
that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, Contractor certifies that it has verified, or attempted to verify, through participation in the basic pilot program that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the basic pilot program, the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted, or this Agreement had been completed, whichever is earlier. The Contractor is prohibited from using the basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding Contractor’s actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.

17. GOVERNING LAW; VENUE: This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

18. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the Services performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the Services identified in this Agreement.

19. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected, provided that the remaining provisions without the invalidated provisions are consistent with the Parties’ intent. Should either party fail to enforce a specific term of this Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

20. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

21. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

22. ENTIRE AGREEMENT: The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any elected official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No
alterations, amendments, changes or modifications to this Agreement, except those which are expressly
reserved herein to the City Authorized Representative and/or the Contractor Authorized Representative,
shall be valid unless they are contained in writing and executed by all the Parties with the same formality
as this Agreement.

23. FORCE MAJEURE: Neither Party shall be liable for damages, delays, or failure to perform its
obligations under this Agreement if performance is made impractical or impossible, or unpredictably and
abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire,
flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than
Contractor's subcontractors, or other occurrences beyond the reasonable control of the party invoking this
Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party
immediately by verbal communication and in writing of the nature and extent of the contingency within
five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable
measures to litigate any impact of the event that triggered the invoking of this Force Majeure clause. If
the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items
shall be handled in accordance with Section 2 and 3.

24. INCORPORATION OF EXHIBITS: All exhibits referenced in this Agreement shall be
incorporated into this Agreement for all purposes. The following are specifically incorporated into this
Agreement and made a part hereof, whether or not actually attached to this Agreement:

Invitation for Bids
Addenda (Addendum No. 1 and Addendum No. 2)
Instructions to Bidders
Bid Bond
Bid Form
Notice of Award
Notice to Proceed
Performance Bond (form of bond attached to this Agreement as Exhibit B)
General Conditions to Service Contract, including table of contents
Special Conditions to Service Contract
Change Orders
Project / Technical Specifications

In the event of an inconsistency between any provisions of the above referenced exhibits, the more
specific provisions shall govern the less specific provisions, and written addenda, change orders, or other
modifications approved in writing by both Parties subsequent to the date of this Agreement as required by
Section 2 above shall govern this Agreement.

IN WITNESS WHEREOF, the City and the Contractor have executed this Professional Services
Agreement as of the above date.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK. SIGNATURE PAGE follows.
CITY: CITY OF CASTLE PINES, a Colorado municipal corporation

BY:

[signature]
Jeffrey T. HuN, Mayor

DATE: June 12, 2012

ATTEST:

[signature]
City Clerk or Deputy City Clerk

DATE: 06/14/12

APPROVED AS TO LEGAL FORM:

[signature]
City Attorney

DATE: 6/14/12

CONTRACTOR: INTERSTATE HIGHWAY CONSTRUCTION, INC., a Michigan corporation

BY:

[signature]
A. Eric Kishel
Title: President

DATE: June 20, 2012
Exhibit A
Scope of Services

**Insert unit price info / unit price bid from IHC**

<table>
<thead>
<tr>
<th>Description</th>
<th>CY</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sidewalks and other Hardscapes</td>
<td>CY</td>
<td>475.00</td>
</tr>
<tr>
<td>Curb and Gutter</td>
<td>CY</td>
<td>640.00</td>
</tr>
<tr>
<td>Concrete pans</td>
<td>CY</td>
<td>690.00</td>
</tr>
<tr>
<td>Truncated Domes</td>
<td>SF</td>
<td>20.00</td>
</tr>
<tr>
<td>Compaction Testing</td>
<td>EA</td>
<td>100.00</td>
</tr>
<tr>
<td>Subgrade Stabilization</td>
<td>CY</td>
<td>25.00</td>
</tr>
<tr>
<td><strong>Concrete Pavement Repairs</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete Pavement Repairs</td>
<td>CY</td>
<td>475.00</td>
</tr>
<tr>
<td>Concrete Spall Repairs</td>
<td>SF</td>
<td>120.00</td>
</tr>
<tr>
<td>Compaction Testing of Subgrade</td>
<td>EA</td>
<td>100.00</td>
</tr>
<tr>
<td>Subgrade Stabilization</td>
<td>CY</td>
<td>25.00</td>
</tr>
</tbody>
</table>

**CONCRETE (MINOR REPAIRS)**

The Contractor shall repair concrete pavements by removal and replacement of distressed areas with new concrete materials or construction of new sidewalks, curb/gutter sections, concrete pans, or other miscellaneous concrete work in accordance with CDOT Standards and Specifications and the requirements specified herein. Work performed under this contract shall include sidewalks, curb/gutter sections, concrete pans, curb ramps, concrete pads, and other hardscape improvements, including removal and disposal of existing materials, when required. The work is subject to the following conditions:

1. All concrete provided for this work shall have a minimum 28-day compressive strength of 4,500 psi (CDOT Class B or D).
2. Concrete pans subject to vehicle traffic shall be a minimum of 8 inches thick and reinforced with 6" x 6" - W1.4 x W1.4 welded wire mesh reinforcement (ASTM A185, CSA G30.4) placed at a distance of 3 inches below the top surface.
3. All surfaces shall be broom finished.
4. Expansion joints shall be placed at 30-45 foot intervals along sidewalk and curb/gutter sections. Concrete pans shall have expansion joints placed between the new concrete and any adjacent concrete pavement. All expansion joints shall be sealed.
5. Contractor shall receive approval for the installation of joints from the Interim City Manager / Project Manager (or his or her designee) for all work in the City prior to initiating any work.
6. Saw cut all joints in existing pavement.
7. The Contractor shall prepare one set of concrete cylinder test results for concrete poured each day or for each 50 cubic yards, or portion thereof, poured each day, whichever is greater. The Contractor is responsible for all testing and reporting costs. All test results shall be provided to the City in a timely manner.
8. The City will assemble a list of projects and provide the list to the Contractor. The Contractor will be required to mobilize and complete all work on the project list during the months of May, July, and October.

9. Should the total quantity of work required during the months specified be less than two cubic yards, the work will be delayed until the next scheduled work period.

10. All patches shall restore the finished surface to smooth surface sloped to match the grade of the adjacent pavement.

11. The Contractor is cautioned that exposure of large quantities of subgrade or base materials may require compliance with the City’s MS4 permitting requirements. The City will not waive any fees required for MS4 permits and no additional compensation shall be paid to the Contractor for complying with these requirements. It is the Contractor’s responsibility to understand these requirements and to obtain all necessary permits to complete the work. The Contractor shall be fully responsible for payment of any fines or penalties associated with non-compliance.

12. It is the responsibility of the Contractor, wherever needed, to provide a Storm Water Management Plan (SWMP) to the City. BMP’s shall be installed and maintained until the project is complete and approved by the City.

CONCRETE (PAVEMENT REPAIRS)

The Contractor shall repair concrete pavements by removal and replacement of distressed areas with new concrete materials in accordance with CDOT Standards and Specifications and the requirements specified herein. The work is subject to the following conditions:

1. All concrete provided for this work shall have a minimum 28-day flexural strength of 650 psi (CDOT Class P).

2. The design and layout of all concrete joints and reinforcement shall comply with Federal TM 5-822-5/AFM 88-7, Chap. 1, CHAPTER 15, JOINTS FOR PLAIN CONCRETE (copy attached at Exhibit F-3).

3. Concrete pavements shall be a minimum of 8 inches thick or shall match the thickness of the adjacent pavement, whichever is greater.

4. Odd shaped slabs shall be reinforced with 6” x 6” - W1.4 x W1.4 welded wire mesh reinforcement (ASTM A185, CSA G30.4) placed at a distance equal to the (Slab thickness + 4) + 1 inch below the top surface. Placement tolerance is ±1/4 inch.

5. Contractor shall receive approval for the installation of joints from the Interim City Manager / Project Manager (or his or her designee) for all work in the City prior to initiating any work.

6. Saw cut all joints in existing pavement.

7. The use of pre-formed joint sealers is not acceptable.

8. The Contractor shall provide one set of flexural test bars and 1 set of concrete cylinders for concrete poured each day or for each 50 cubic yards, or portion thereof, poured each day, whichever is greater. The Contractor is responsible for all testing and reporting costs.

9. The City will assemble a list of projects and provide the list to the Contractor. The Contractor will be required to mobilize and complete all work on the project list during the months of May, July, and October.

10. Should the total quantity of work required during the months specified be less than eight cubic yards, the work will be delayed until the next scheduled work period.

11. Concrete spall repairs shall be saw cut and patching materials must be approved in advance by the Interim City Manager / Project Manager. Unless otherwise directed by the Interim City Manager / Project Manager, spall repairs shall be made in accordance with Federal TM
12. All patches shall restore the finished surface to smooth surface sloped to match the grade of the adjacent pavement.

13. The Contractor is cautioned that exposure of large quantities of subgrade or base materials may require compliance with the City’s MS4 permitting requirements. The City will not waive any fees required for MS4 permits and no additional compensation shall be paid to the Contractor for complying with these requirements. It is the Contractor’s responsibility to understand these requirements and to obtain all necessary permits to complete the work. The Contractor shall be fully responsible for payment of any fines or penalties associated with non-compliance.

14. It is the responsibility of the Contractor, wherever needed, to provide a Storm Water Management Plan (SWMP) to the City. BMP’s shall be installed and maintained until the project is complete and approved by the City.
KNOW ALL MEN BY THESE PRESENTS, that INTERSTATE HIGHWAY CONSTRUCTION, INC., a Michigan corporation, as Principal, herein called Contractor, and FEDERAL INSURANCE COMPANY, as surety, herein called Surety, are hereby held and firmly bound to the City of Castle Pines, Colorado, as Obligee, herein called Owner or City, in the sum of One Hundred Twenty Two Thousand Dollars ($122,000.00), for the payment of which the Contractor and Surety bind themselves as well as their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor and Owner have entered into a written Services Contract dated the 1st day of July __________, 2012, (the “Contract”), for the completion of certain services related to the Annual Roadway Maintenance Services (2012-13) (City of Castle Pines Project No.12-PW-001), which Contract is by reference made a part hereof.

WHEREAS, Contractor and Surety are jointly and severally liable under the provisions of this bond and action against either or both may proceed without prior action against the other, and both may be joined in one action.

NOW, THEREFORE, the conditions of this obligation are as follows:

FIRST. The Contractor shall: (i) faithfully perform all requirements and obligations of the Contract, specifically including all extended warranty or guarantee provisions, and other applicable law, and satisfy all claims and demands incurred for the same; (ii) fully indemnify and hold harmless the City from all costs and damages which the City may incur in making good any default of the Contractor under the Contract.

SECOND. The Contractor shall protect, defend, indemnify and save harmless the City and its officers, agents, servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims losses, damages or liability on account of injury, disease, sickness, including death, to any person, or damage to property, including, in part, the loss of use, resulting therefrom, based upon or allegedly based upon any act, omission or occurrence of the Contractor, or its employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor’s direction and control (regardless of whether or not cause in part by a party indemnified hereunder), and arising out of, occurring in connection with, resulting from, or caused by the performance or failure of performance of any work or services called for by the Contract (the “Work”), or from conditions created by the performance or non-performance of the Work.

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

1. Complete the Contract in accordance with its terms and conditions; or

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

3. Complete or cause to be completed any repairs or other work required to be completed under the applicable warranty period.

Further, the Surety shall pay to the City all costs and attorney fees necessary to enforce the provisions of the bond provisions contained herein.

Unless prohibited by law, an action on this bond may be brought by the City or any person entitled to the benefits of this bond at any time within three (3) years from the date on which final payment under the Contract falls due.

Upon full compliance with all the obligations of the Contract, the City shall release this bond, in writing. This bond shall remain in effect until released by the City or the City consents in writing to acceptance of a substitute bond.

SIGNED AND SEALED THIS 1st day of July, 2012.

PRINCIPAL (CONTRACTOR)         SURETY

INTERSTATE HIGHWAY CONSTRUCTION, INC.       FEDERAL INSURANCE COMPANY
(Company Name)

By: A. Eric Kishel, President
Address:
2135 So. Tucson Way
Englewood, CO 80112

By: Mona D. Weaver, Attorney-in-Fact
Address:
15 Mountain View Road
Warren, NJ 07059

NOTE: Surety companies executing bonds must be authorized to transact business in the State of Colorado and be acceptable to the City of Castle Pines.

(Accompany this bond with Attorney-in-Fact’s authority from the Surety to execute the bond, certified to include the date of the bond.)
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Sarah Gorman, Kyle Williams of Phoenix, Arizona and John J. Browning, Anuj Jain, Charles M. McDaniel, Sheila J. Montoya, Angela M. Tindol and Mona D. Weaver of Denver, Colorado,Assistant Secretary, Extract Laws and County of those proceedings and Power in instruments amending each as thereon (other than bond bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bond or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of November, 2009.

Kenneth C. Wendel, Assistant Secretary

STATE OF NEW JERSEY

County of Somerset ss.

On this 9th day of November, 2009 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did deposes and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notary Public

STEPHEN B. BRADT

Notary Public, State of New Jersey

Commission Expires Oct. 25, 2014

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

(i) the foregoing extract of the By-Laws of the Companies is true and correct,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigrant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this July 1st, 2012.

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (906) 903-3493 Fax (906) 903-3656 e-mail: surety@chubb.com

Form 15-10-0225B- U (Ed. 5-03) CONSENT