

**TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number IFB 2024-004, Street Resurfacing Project (“Project”)**

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town” or “Owner”), and A-1 CHIPSEAL COMPANY, a Colorado corporation, whose address is 2505 E. 74th Ave, Denver, CO 80229 (the “Contractor”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“Bid Proposal”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor’s Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award
7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)

9. General Conditions

10. The following documents if the box is checked:

- Special Provisions
- Design Documents, including all Drawings and Plans
- Project Specifications
- Addendums to Specifications and Standards
- The following manual of construction design standards and specifications:

- Town of Mead “Design Standards and Construction Specifications”
- Colorado Department of Transportation “Standard Specifications for Road and Bridge Construction”

Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement

Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: RENEWAL OPTION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through December 31, 2024, or until the Scope of Work is completed. Consistent with the IFB, the Town reserves the right to enter into additional construction agreements for work to be performed in each of calendar year 2025, 2026, 2027 and 2028 (each, an "Extension Agreement"). Any Extension Agreement shall be subject to substantially the same terms and conditions contained herein and at the renewal prices indicated in Section 5.00(c) of this Agreement below. Exercise of any renewal option shall be at the Town’s sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the terms and conditions of this Agreement, the appropriation of funds by the Town for any Extension Agreement, and approval by the Town's Board of Trustees (if necessary). The Town, if it desires to exercise its renewal option for 2025, 2026, 2027 or 2028, will provide written notice to the Contractor no later than sixty (60) days prior to the date on which the Town desires to obtain final proposed pricing for the Extension Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$1,400.00 per day** for each day after the contract time frame expires.

If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$ _____ .00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore the sum of *TWO HUNDRED SIXTY-NINE THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS AND 47/100* (\$269,856.47) subject to adjustment as provided by the Contract Documents (“Contract Price”). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver

of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

- b. By the 1st day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.
- c. Extension Agreement pricing: The Contractor may propose price increases to be applicable for any Extension Agreement term by written notice to the Town. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for Contractor than that established by this Agreement. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases. Consideration of price increases will be at the sole discretion of the Town. If a price increase is approved in part or in full, the resulting new pricing will be implemented through approval of an Extension Agreement. The Town may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the Contractor's written justification in the amount not to exceed the increase in the Colorado Construction Cost (CCI) Index, Colorado area, published by the Colorado Department of Transportation during the proceeding one year term. Nothing in this Agreement shall obligate the Town to approve any Extension Agreement. Exercise of any renewal option shall be at the Town's sole discretion, consistent with Section 3.00 above.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope

of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.

- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

- e. If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$ __,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the

extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;
 - e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
 - f. Contractor abandons performance of the Scope of Work;
 - g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
 - h. Contractor becomes insolvent or adjudged bankrupt; or
 - i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.

- (2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead
Attn: Town Manager
441 Third Street,
Mead, CO 80542
Email: hmigchelbrink@townofmead.org

With a copy to: Michow Guckenberger McAskin LLP
Attn: Mead Town Attorney
5299 DTC Boulevard, Suite 300
Greenwood Village, CO 80111
Email: mmcaskin@mgmfirm.com

Contractor: A-1 Chipseal Company
2505 E. 74th Ave
Denver, CO 80229
Email: JKrueger@a-1chipseal.com
JParks@asphaltrepair.com

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY’S FEES: If the Contractor breaches this Agreement, then it shall pay the Town’s reasonable costs and attorney’s fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

24.00 RIGHTS AND REMEDIES: Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town’s legal or equitable remedies, or the period in which such remedies may be asserted.

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

26.00 NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

28.00 FORCE MAJEURE: Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

30.00 AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

31.00 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD:

Board of Trustees (*for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

Town Manager (*for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

[Contractor signature page follows].

[signature page to Construction Agreement]

CONTRACTOR:

A-1 CHIPSEAL COMPANY, a Colorado corporation

By: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)

COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2024,

by _____ as

_____ of A-1 CHIPSEAL COMPANY, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]


**SECTION 00310
BID FORM**

Project: Town of Mead – Street Resurfacing Project

Address: Town of Mead
Attn: Manny Windhorst, Program Manager
441 Third Street
Mead, CO 80542

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Bidders Signature</u>	<u>Date Acknowledged</u>
None		

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder,

including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- D. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- E. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base Bid Proposal

The work will include all necessary labor, supervision, equipment, tools, and materials to complete the work in accordance with the Project Construction Documents and the current Town of Mead Design Standards and Specifications.

Item No.	Description	Unit	Contract Quantity	Unit Price	Total Cost
408.01	Crack and Joint Sealant	LB	9,230	\$ 3.15	\$ 29,074.50
409.01	Chip Seal ¼"	SY	17,785	\$ 5.22	\$ 92,837.70
409.02	Slurry Seal - Type II	SY	31,711	\$ 4.57	\$ 144,919.27
630.01	Advance Warning Sequencing Arrow Panel	DAY	11	\$ 100.00	\$ 1,100.00
630.02	Variable Message Board	DAY	11	\$ 175.00	\$ 1,925.00
TOTAL COST					\$ 269,856.47

Two Hundred Sixty-Nine Thousand, Eight Hundred Fifty-Six Dollars,
and Forty-Seven Cents.

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the Town and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 45 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.03 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 1.07 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Project References; Résumé of General Manager & Superintendent
 - C. List of Proposed Suppliers
 - D. List of Proposed Subcontractors
 - E. Evidence of authority to do business in the state Colorado; or a written covenant to obtain such license within the time for acceptance of Bids;
- 1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:
- A. General Information
 - 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
 - B. Project Experience
 - 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates
 - C. Experience of key personnel to be assigned to this project.
 - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner
 - f. Reference information (two names with telephone numbers for each project)
 - D. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 04/25/2024

If an Individual: _____

Doing business as: _____

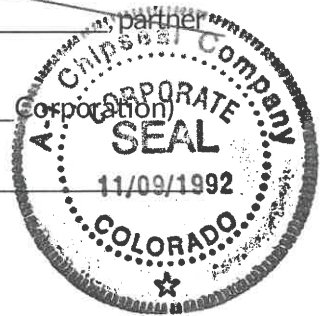
If a Partnership: _____

By: *Josh Krueger*
Josh Krueger, Vice President

If a Corporation: A-1 Chipseal Co. (a S Corporation)

By: _____

(SEAL & TITLE *J. Parks* ATTEST)



ADDRESS: 2505 E. 74th Ave

Denver, CO 80229

TELEPHONE: 303-464-9267

EMAIL: JParks@asphaltrepair.com

END OF SECTION



Established in 1992, A-1 Chipseal Company is a comprehensive asphalt maintenance and pavement preservation firm situated in Denver, Colorado. As the largest contractor specializing in pavement maintenance across the Front Range, we offer a complete spectrum of services using top-notch materials. With a workforce exceeding 210 employees and 15 proficient crews overseeing projects year-round. A-1 Chipseal and Rocky Mountain Pavement exemplify professionalism, integrity, honesty, and extensive experience. We take immense pride in our achievements and strive to set the standard in asphalt pavement preservation. A-1 Chipseal Company has an impeccable track record with no bond claims or legal disputes. Our qualifications make us the ideal choice for completing projects for the Town of Mead.

Founded in 1992, A-1 Chipseal Company initially operated as a Chipseal Contractor. By 2006, the company expanded its offerings to include Slurry Seal and Crack Seal services. In January 2009, A-1 Chipseal Co. underwent significant growth with the acquisition of the assets of Rocky Mountain Pavement, Inc., transitioning into a full-service asphalt maintenance contractor. Branching out further, in 2016, the company established a presence in Colorado Springs. Expanding its service portfolio, September 2022 marked another milestone as A-1 acquired Rocky Mountain Parking Lot Services, enhancing its capabilities to include parking lot striping, snow removal, and sweeping maintenance. Continuing its strategic expansion, in May 2023, A-1 purchased the assets of Altitude Concrete, thereby offering concrete services. The company's diversification journey continued in March 2024, when it ventured into the milling business through the acquisition of CU Onsite Solutions' assets. A-1 Chipseal Co. is owned by Daniel Gryzmala & Nick Zieser, employing 210 individuals during the peak asphalt season, and completing approximately 1200 projects annually.

A-1 Chipseal Co.'s principal office is located at 2505 E. 74th Ave., Denver, CO 80229. Our Colorado Springs Branch is located at 7231 Cole View, Colorado Springs, CO 80915. A-1 Chipseal's financial stability is demonstrated with our strong financial backing, by both our banking relationship and our bonding relationship. Currently A-1 Chipseal Co. has a 15.5MM Line of credit with Pueblo Bank and Trust and a bonding capacity of 10MM Single and 20MM Aggregate. A-1 Chipseal Company is also prequalified with the Colorado Department of Transportation to submit bids with no limit in project size. Audited financials are available for review at our office by appointment.

1.07

A: Required Bid Security

See attached.

B: Project References

See attached 50 largest jobs.

C: Proposed Suppliers

Suncor Energy – Emulsion
 APC – Aggregate
 Craftco - Crackseal

D: Proposed Subcontractors

J & J Trucking – Hauling material

E: Evidence of authority to do business in Colorado

See attached Contractors & Business License

1.08

A-1: Current Projects under construction

See attached Contracts on Hand.

B-1: Project Experience

See attached 50 largest jobs.

C-1: Key Personnel



Name	Years of Experience	Present Position	Skills/Responsibilities	Current/Past Employment
Daniel J Gryzmala	23	President, Estimator, Owner	Operations, Estimating, Contract Compliance, EEO & Safety Manager, Quality Assurance, Customer Service, Cost Accounting, Board of Directors	A-1 Chipseal Co. 2007 - Current RG Insulation 2001-2007
Nick Zieser	39	Treasurer, Owner	Financial Advisor, CPA, Problem Solving, Acquisitions, Legal, Board of Directors	A-1 Chipseal Co. 2007-Current CFO Management 2009-Current Medallion Mezzanine 1997-2009 KPMG, LLP 1985-1997
Joshua Kruger	26	Vice President, Sales	Estimating, Customer Service, Cost Accounting, Job Performance, Contract Compliance, Project Management, Crew Management	A-1 Chipseal Co. 2009 - Current Aztec 1998 - 2008
Rick Whitfield	41	Vice President, Operations	Operations, EEO & Safety Manager, Quality Assurance, Customer Service, Cost Accounting, Project Management, Job Performance, Board of Directors	A-1 Chipseal Co. 2009 - Current Black Rock Paving 2004-2009 Lafarge West Inc. 1983-2004
Stephanie Wallis	23	Controller, Corporate Secretary	Cost Accounting, Contract Compliance, EEO & Safety, Financial Review, Audits, Customer Service, Board of Directors	A-1 Chipseal Co. 2007-Current W.L. Contractors 2005-2007 AmWest Well and Pump 2001-2005
Chelsea Pederson	7	Job Cost Accountant, Accounts Receivable	Cost Accounting, Unit Price Billing, AIA Billings, Contract Compliance, Payroll, Human Resources	A-1 Chipseal Co. 2017 - Current
Rogelio Contreras	28	Slurry Seal Superintendent	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2013 - Current RG Insulation 1995-2013
Dana Turner	16	Project Manager	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2007 - Current
Rogelio Lopez	10	Slurry Seal Foreman	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2013 - Current
Matt Domier	16	Chip Seal Superintendent	Estimating, Customer Service, Cost Accounting, Job Performance, Contract Compliance, Project Management	A-1 Chipseal Co. 2012 - Current Frazle Construction 2007-2012
Scott Vogl	17	Operations Manager	Customer Service, Crew Management, Job Performance, Employee Training, Safety	A-1 Chipseal Co. 2007 - Current
John Parks	39	Estimator	Estimating, Customer Service, Cost Accounting, Job Performance, Contract Compliance, Project Management	A-1 Chipseal Co. 2009 - Current McStain 2001-2008 Lafarge 1983-2001

D-1: Banking Reference

PB&T Bank
Elaine Shannon
16711 Washington Street
Thronton, CO 80023
720-303-3146
15.5MM Line of Credit

D-2: Insurance Agent

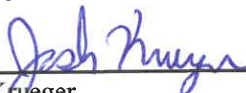
Moody Insurance Agency
Lindsey Murray
8055 E. Tufts Ave. Ste. 1000
Denver, CO 80237
303-824-6600

Name, telephone number, email address and physical address of the individuals to contact regarding the proposal.

Josh Krueger
Vice President
A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229
(303) 356-5077
jkrueger@a-1chipseal.com

John Parks
Senior Estimator
A-1 Chipseal Co.
2505 E. 74th Ave.
Denver, CO 80229
(303) 435-7567
jparks@asphaltrepair.com

The signature of an authorized principal, partner, or officer of the Offeror.



Josh Krueger
Vice President
04/25/2024



A-1 Chipseal Co.
50 Largest Jobs
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
13040	\$ 4,499,999.99	\$ 5,063,354.08	\$ 4,387,104.06	El Paso County	El Paso County 200 Cascade Ave. Upper Level Colorado Springs, CO 80903 Jake Harper (719) 368-9049	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/31/23	No
12017	\$ 3,996,889.80	\$ 3,870,496.15	\$ 3,670,154.37	City of Aurora-2022 Project	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	01/31/23	No
12099	\$ 3,987,782.03	\$ 4,062,787.26	\$ 2,291,305.75	City of Brighton-2022 Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	04/21/23	No
11258	\$ 3,986,575.80	\$ 4,982,533.35	\$ 4,309,982.80	Denver 2020 Chipseal Program	City & County of Denver 201 W. Colfax Ave. Dept 908 Denver, CO 80202 Accounts Payable (303) 446-3466	Chip Seal, Crack Seal	12/31/20	No
12884	\$ 3,692,566.65	\$ 3,123,201.81	\$ 2,619,917.76	Aurora - 2023 Surface Trm Prog	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/30/23	No
11546	\$ 3,544,870.05	\$ 3,764,955.26	\$ 2,615,001.33	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/18/21	No
11617	\$ 3,321,849.51	\$ 3,547,601.04	\$ 1,998,147.59	City of Brighton	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	08/31/22	No
11259	\$ 3,202,015.00	\$ 3,195,946.19	\$ 2,031,599.84	Brighton 2020 Street Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	09/24/21	No
12098	\$ 3,102,258.81	\$ 3,116,662.39	\$ 1,888,354.48	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/31/22	No
13008	\$ 2,998,862.64	\$ 3,146,243.25	\$ 2,134,031.18	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/11/23	No

A-1 Chipseal Co.
50 Largest Jobs
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
10748	\$ 2,972,122.78	\$ 2,900,967.07	\$ 1,644,216.26	Broomfield 2019 Street Project	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/13/19	No
11172	\$ 2,848,940.52	\$ 2,427,400.02	\$ 2,369,626.55	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/20	No
11208	\$ 2,752,957.27	\$ 2,752,356.67	\$ 2,584,776.58	Aurora 2020 Surface Treatment	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/18/20	No
13044	\$ 2,717,807.00	\$ 2,712,883.22	\$ 2,667,320.70	2023 Ft. Collins - Asphalt	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	10/06/23	No
10738	\$ 2,263,994.02	\$ 2,267,866.27	\$ 2,200,415.72	Aurora 2019 Surface Trmt Proj	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	12/13/19	No
12971	\$ 2,121,000.01	\$ 1,896,530.00	\$ 1,894,885.00	CO NP Multi PMS	VSS International, Inc. PO Box 981330 West Sacramento, CA 95798 (916) 373-1500	Chip Seal	09/25/23	No
12093	\$ 2,016,965.01	\$ 1,946,568.40	\$ 1,926,478.94	Ct of Fort Collins	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	10/31/22	No
11610	\$ 1,950,995.29	\$ 1,960,414.46	\$ 1,821,644.68	City of Aurora	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	11/30/21	No
10828	\$ 1,928,396.51	\$ 2,387,706.16	\$ 1,531,078.99	Brighton 2019 Street Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	09/30/20	No
11589	\$ 1,798,562.21	\$ 1,670,322.71	\$ 1,644,814.21	City of Fort Collins	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	07/31/21	No

A-1 Chipseal Co.

50 Largest Jobs
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
10824	\$ 1,759,196.39	\$ 1,639,711.84	\$ 1,635,302.06	Ft Collins 2019 Asphalt Progra	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Slurry Seal	09/27/19	No
11547	\$ 1,726,505.86	\$ 1,693,239.59	\$ 957,934.56	CDOT Region 4 Overlay Project	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Danielle Mire (720) 299-5552	Chip Seal, Striping	08/31/21	No
12138	\$ 1,676,136.73	\$ 1,655,735.88	\$ 1,540,237.88	Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/30/22	No
11987	\$ 1,644,815.75	\$ 1,604,516.82	\$ 523,793.74	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Striping	07/31/22	No
11666	\$ 1,568,164.61	\$ 1,536,037.21	\$ 1,511,192.38	City of Colorado Springs	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	10/15/21	No
12987	\$ 1,498,065.66	\$ 1,478,418.28	\$ 1,344,695.35	Colorado Springs 2023 Chipseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Chip Seal	11/27/23	No
12955	\$ 1,434,194.51	\$ 1,396,001.24	\$ 1,365,902.68	City of Montrose	City of Montrose 433 S First Street Montrose, CO 81402 Ryan Cushenan (970) 240-1485	Chip Seal, Slurry Seal, Striping	08/18/23	No
12052	\$ 1,428,079.40	\$ 1,383,193.26	\$ 1,139,622.75	City of Montrose	City of Montrose 433 S First Street Montrose, CO 81402 Ryan Cushenan (970) 240-1485	Chip Seal, Slurry Seal, Striping	09/30/22	No
11177	\$ 1,395,258.56	\$ 1,363,218.50	\$ 1,347,671.10	Colo Springs 2020 Crackseal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Crack Seal	01/11/21	No
12918	\$ 1,326,460.46	\$ 1,310,983.92	\$ 1,286,475.62	Colo Springs-2023 Slurry Proj	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Slurry Seal	11/01/23	No

A-1 Chipseal Co.
50 Largest Jobs
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Spk/Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
12015	\$ 1,277,477.27	\$ 1,218,325.95	\$ 1,209,683.95	Adams County Gravel Chip	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Chip Seal, Slurry Seal	09/11/22	No
12976	\$ 1,272,659.99	\$ 1,100,146.91	\$ 950,354.31	Adams County 2023 Seal Program	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Slurry Seal, Asphalt, Crack Seal, Striping	12/30/23	No
12981	\$ 1,241,189.18	\$ 1,501,021.43	\$ 1,051,165.90	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Hot Chip Seal, Striping	12/31/23	No
12958	\$ 1,187,975.16	\$ 1,187,729.65	\$ 1,141,788.14	City of Firestone	Town of Firestone PO Box 100 Firestone, CO 80520 Theo Abkes (303) 901-7903	Chip Seal, Striping	09/12/23	No
12208	\$ 1,150,902.18	\$ 1,019,018.97	\$ 680,568.52	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Slurry Seal, Crack Seal, Hot Chip Seal, Striping	12/31/22	No
12200	\$ 1,096,643.82	\$ 1,058,920.07	\$ 896,287.10	CDOT State Highway 72B	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Danielle Mirre (720) 299-5552	Chip Seal, Striping	09/30/22	No
10922	\$ 1,036,792.56	\$ 1,061,598.74	\$ 1,054,662.42	Greeley 2019 Chip/Slurry Prog	City of Greeley 1000 10th Street Greeley, CO 80631 Pat Hill (970) 350-9450	Chip Seal, Slurry Seal	12/13/19	No
13199	\$ 1,023,656.95	\$ 1,023,656.95	\$ 815,378.37	Teller County Chipseal	Teller County Public Works 308-A Weaverville Rd Divide, CO 80814 Brad Shaw (719) 687-8812	Chip Seal, Striping	10/06/23	No
13010	\$ 997,098.69	\$ 930,881.63	\$ 833,151.15	Weid County-2023 Slurry Seal	Weid County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal	08/25/23	No
12016	\$ 987,736.51	\$ 775,488.93	\$ 715,155.94	Adams County Slurry Seal	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Chip Seal, Slurry Seal, Asphalt, Crack Seal, Striping	11/30/22	No

A-1 Chipseal Co.
50 Largest Jobs
2019 - 2023

Job No.	Initial Contract \$ Amount	Final Contract \$ Amount	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
12100	\$ 978,670.62	\$ 995,206.92	\$ 992,557.74	Pueblo County	Pueblo County 33601 United Ave Pueblo, CO 81001 Larim Ayoub (719) 569-1633	Chip Seal, Slurry Seal	07/31/22	No
11750	\$ 967,655.01	\$ 902,800.37	\$ 845,621.42	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal	10/15/21	No
11292	\$ 967,146.20	\$ 912,630.03	\$ 864,891.66	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	08/28/20	No
10794	\$ 957,716.16	\$ 923,669.43	\$ 893,286.47	Weld County 2019 Slurry Seal	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	09/23/19	No
11163	\$ 936,398.01	\$ 838,425.70	\$ 606,981.53	CDOT US 24 Alamosa	Colorado Dept. of Transportation 3803 N Main Ave Suite 100 Durango, CO 81301 Darrell Wells (970) 398-3626	Chip Seal, Striping	06/29/20	No
11612	\$ 887,461.40	\$ 740,602.30	\$ 709,181.30	Adams County	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Slurry Seal, Asphalt, Crack Seal, Striping	09/30/21	No
13522	\$ 863,600.01	\$ 876,000.00	\$ 802,166.18	CU Anschutz Parking Repairs	CU of Denver Anschutz Center 13001 E 17th Place Aurora, CO 80045 David Perkins (720) 877-2734	Slurry Seal, Asphalt, Crack Seal, Concrete, Striping.	11/27/23	No
11210	\$ 840,002.02	\$ 795,175.22	\$ 787,015.44	Loveland 2020 Chipseal Project	City of Loveland 410 E 5th Street Loveland, CO 80537 Heather Ramseier - AP (970) 962-2310	Chip Seal	07/31/20	No
10796	\$ 839,138.86	\$ 967,741.18	\$ 293,622.05	Westminster 2019 Chipseal	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Hot Chip Seal, Striping	10/31/19	No
12162	\$ 820,881.34	\$ 741,979.60	\$ 718,959.80	Weld County	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Crack Seal, Striping	09/30/22	No

Contracts in Progress

Last Updated 4/25/2024

job_no	Project Name	Customer Information	Description/Type of Work	Percent Complete	Contract Amount	Current Contract Amount	Expected Completion Date
13178	City of Brighton-2023 Project	City of Brighton 22 South 4th Ave Brighton, CO 80601 Bill Allen (303) 655-2036	Asphalt, Crack Seal, Chip Seal, Slurry Seal, Concrete, Striping	100%	\$ 3,881,117.24	\$ 3,881,117.24	03/31/24
13239	Whisper Canyon HOA	Whisper Canyon HOA c/o REALMANAGE FAMILY OF BRAND Denver, CO 80202 Robin Mansfield-Smith ()	Asphalt, Concrete, Chip Seal, Slurry Seal, Striping	0%	\$ 220,638.32	\$ 220,638.32	04/30/24
13307	City of Westminster Crackseal	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2922	Crack Seal	41%	\$ 480,997.85	\$ 480,997.85	04/30/24
13348	St. Michael the Archangel	St. Michael the Archangel 19099 E. Floyd Ave. Aurora, CO 80013 Andy Robinson ()	Asphalt, Concrete, Slurry Seal, Striping	97%	\$ 216,026.21	\$ 216,026.21	05/31/24
13369	Univ of Co Boulder-UCB000758	University of Colo Boulder 1050 Regent Dr. 502UCB Boulder, CO 80309 Accounts Payable (303) 315-2846	Asphalt, Chip Seal, Crack Seal, Slurry Seal	18%	\$ 251,667.35	\$ 251,667.35	04/30/24
13378	Town of Columbine Valley	Town of Columbine Valley 2 Middlefield Road Columbine Valley, CO 80123 Jim Newland (720) 641-6973	Asphalt, Crack Seal, Chip Seal, Slurry Seal	0%	\$ 496,894.99	\$ 496,894.99	06/15/24
13510	5th & Lipan Improvements	Shaw Builders, LLC 308 Kalamath St. Denver, CO 80223 (303) 944-2457	Asphalt, Concrete	86%	\$ 207,437.49	\$ 207,437.49	04/30/24
13532	CU Anschutz Parking Repairs	CU of Denver Anschutz Center 13001 E 17th Place Aurora, CO 80045 David Perkins (720) 877-2734	Asphalt, Concrete, Cape Seal, Striping	30%	\$ 689,000.00	\$ 689,000.00	06/30/24
13534	Cheyenne Wells 2024 Chip Seal	Town of Cheyenne Wells P.O. Box 125 Cheyenne Wells, CO 80810 Dannie McMillian (719) 767-5865	Chip Seal	0%	\$ 261,125.06	\$ 261,125.06	06/30/24

Contracts in Progress

Last Updated 4/25/2024

job_no	Project Name	Customer Information	Description/Type of Work	Percent Complete	Contract Amount	Current Contract Amount	Expected Completion Date
13543	Cooseman Denver	Cooseman Denver, Inc. 5135 Peoria St Denver, CO 80239 Jim Rein (303) 371-3130	Asphalt, Concrete, Striping	58%	\$ 165,357.48	\$ 165,357.48	05/31/24
13549	NIST	HD, Inc 6391 Aviation Circle Loveland, CO 80538 Tyler Walter (719) 499-3250	Asphalt, Concrete	1%	\$ 375,281.41	\$ 375,281.41	05/31/24
13631	City of Broomfield Patching	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Asphalt	30%	\$ 125,322.50	\$ 125,322.50	04/30/24
13647	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 80001&101 Christopher Yaney (720) 898-7730	Asphalt, Crack Seal, Chip Seal, Slurry Seal	1%	\$ 2,424,554.08	\$ 2,424,554.08	08/31/24
13648	Colorado Springs Slurry Seal	City of Colorado Springs PO Box 1575 - MC 240 Colorado Springs, CO 80915 Kathryn Livingston (719) 385-6813	Slurry Seal	0%	\$ 971,000.01	\$ 971,000.01	08/31/24
13655	CDOT - State Highway 72B	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Danielle Mire (720) 299-5552	Chip Seal	1%	\$ 1,348,751.91	\$ 1,348,751.91	05/31/24
13684	Fort Collins Crack Seal	City of Fort Collins Streets -Attn Accounts Payable Fort Collins, CO 80522 (970) 416-2091	Crack Seal	56%	\$ 437,284.85	\$ 437,284.85	04/30/24
13704	Town of Castle Rock	Town of Castle Rock 4175 N. Castleton Ct. Castle Rock, CO 80109 Carl Armijo (720) 733-2471	Concrete, Asphalt	0%	\$ 384,529.27	\$ 384,529.27	05/31/24
13712	The Commons	The Commons c/o Management Options, Inc Arvada, CO 80006 Margaret Piro (303) 862-8056	Concrete, Asphalt	0%	\$ 115,190.64	\$ 115,190.64	05/31/24

Contracts in Progress

Last Updated 4/25/2024

job_no	Project Name	Customer Information	Description/Type of Work	Percent Complete	Contract Amount	Current Contract Amount	Expected Completion Date
13727	Pagosa Chipseal 2024	Town of Pagosa Springs 551 Hot Springs Blvd Pagosa Springs, CO 81147 Brad Lattin (970) 264-4152	Chip Seal	0%	\$ 288,829.84	\$ 288,829.84	06/30/24
13728	City of Fountain	City of Fountain 116 S Main St Fountain, CO 80817 Robert Mcdonald (719) 322-2036	Chip Seal, Slurry Seal	0%	\$ 174,324.57	\$ 174,324.57	06/30/24
13730	Buckley Air Force Base	Sky Blue Builders, LLC 2501 Dallas St. Unit 290 Aurora, CO 80010 Emmy Tran (720) 239-2583	Slurry Seal, Crack Seal, Striping, Asphalt	0%	\$ 211,359.99	\$ 211,359.99	06/30/24
13732	Lake County Asphalt Maint.	Lake County Public Works 1200 Hazel St. Leadville, CO 80461 Michael Irwin ()	Chip Seal	0%	\$ 197,317.11	\$ 197,317.11	05/31/24
13733	Town of Frisco Slurry Seal	Town of Frisco P.O. Box 4100 Frisco, CO 80443 Brad Thompson (970) 668-0836	Slurry Seal	0%	\$ 142,161.39	\$ 142,161.39	06/30/24
13769	Carriage Hills Subdivision	Carriage Hills Subdivision PO Box 19812 Boulder, CO 80302 Kate Wilson (303) 444-3513	Asphalt	0%	\$ 106,779.99	\$ 106,779.99	05/31/24
13778	City of Brush 2024 Slurry Seal	City of Brush PO Box 363 Brush, CO 80723 Rowena Pennell (970) 842-5001	Slurry Seal	0%	\$ 332,935.34	\$ 332,935.34	08/31/24
13780	Town of Platteville-Chipseal	Town of Platteville 400 Grand Avenue Platteville, CO 80651 David Brand (970) 785-6415	Chip Seal	0%	\$ 442,850.00	\$ 442,850.00	08/31/24
13787	City of Montrose	City of Montrose 433 S First Street Montrose, CO 81402 Ryan Cushman (970) 240-1485	Chipseal, Slurry Seal, Striping	1%	\$ 1,289,120.07	\$ 1,289,120.07	08/31/24

Contracts in Progress

Last Updated 4/25/2024

job_no	Project Name	Customer Information	Description/Type of Work	Percent Complete	Contract Amount	Current Contract Amount	Expected Completion Date
13788	City of Centennial	City of Centennial 13133 E. Arapahoe Rd. Centennial, CO 80112 Patrick Gunn (303) 754-3459	Slurry Seal, Asphalt, Crackseal, Striping	0%	\$ 760,578.37	\$ 760,578.37	08/31/24
13790	Broomfield Street Project	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Justin Mundt (303) 464-5675	Asphalt, Crack Seal, Chip Seal, Slurry Seal, Concrete, Striping	0%	\$ 5,052,297.00	\$ 5,052,297.00	12/31/24
13792	City of Westminster Chipseal	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal	1%	\$ 816,703.71	\$ 816,703.71	08/31/24
13804	Loveland 2024 Chipseal Project	City of Loveland 410 E 5th Street Loveland, CO 80537 Heather Ramseier - AP (970) 962-2310	Chip Seal	0%	\$ 846,059.99	\$ 846,059.99	06/30/24
13816	Town of Milliken	Town of Milliken 1101 Broad Street Milliken, CO 80543 Courtney Diller - Finance (970) 660-5048	Chip Seal, Slurry Seal	0%	\$ 186,547.19	\$ 186,547.19	06/30/24
13820	Hidden Valley Estates	Hidden Valley Estates 3656 Arwen Lane Loveland, CO 80538 Gary Gentry (970) 660-5048	Chip Seal, Asphalt, Crack Seal	0%	\$ 246,463.94	\$ 246,463.94	07/31/24
13828	Mesa County 2024 Cape Seal	Mesa County 200 South Spruce Street Grand Junction, CO 81502 Erik Borschel (970) 660-5048	Chip Seal, Slurry Seal	0%	\$ 701,576.30	\$ 701,576.30	07/31/24
13837	Town of Vail 2024 Slurry Seal	Town of Vail 1309 Elkhorn Drive Vail, CO 80657 Jackie Lavato - Finance Dept. (970) 479-2100	Slurry Seal	0%	\$ 178,721.22	\$ 178,721.22	07/31/24
					\$ 25,026,802.68	\$ 25,026,802.68	



Contractors Licenses and Permits

Owner	Type	Number	Issue Date	Expiration Date	Bond
Arapahoe County	Right of Way License		01/20/23	01/20/25	\$ 20,000.00
Arvada, City of	Contractors License- ROW	AEC 302	03/23/15	06/09/24	\$ 20,000.00
Aurora, City of	Contractor License - ROW	2023 2320340 00 CL	05/17/23	06/01/24	\$ 20,000.00
Aurora, City of	Business License	S20029625-0005	05/18/23	05/18/25	NONE
Aurora, City of	Supervisor License - ROW Contractor	2023 2320345 00 SL	05/23/23	05/31/26	NONE
Avon, City of	Contractor License	006486	12/04/23	12/03/24	NONE
Avon, City of	Business License	6486	05/01/23	04/29/24	NONE
Boulder, City of	Contractors License -Right of Way	LIC-00990308	04/21/23	05/05/25	Continous
Boulder, City of	Business License	S20057890-0002	12/31/23	12/31/25	NONE
Breckenridge, Town of	Business & Occupational/ Sales Tax License	115740001	07/16/23	07/15/24	NONE
Brighton, City of	Contractor License - Type D/E	CL-02990	06/26/08	06/26/24	NONE
Broomfield, City of	Contractor Registration-GenA	CL-25-06474	02/06/23	02/02/25	NONE
Canon City, City of	Contractors License	1043	01/01/23	12/31/24	NONE
Castle Rock, Town of	Business License	109580		12/31/24	NONE
Castle Rock, Town of	Contractors License	CR21-0065	02/01/24	02/01/25	NONE
Centennial, City of	Contractor License	LIC-000922-2019	07/19/23	07/19/24	NONE
Commerce City, City of	Subcontractor Right of Way	1409	12/05/23	12/31/24	NONE
Denver, City & County of	ROW - Paving	LIC00246391	09/16/22	09/30/24	\$ 50,000.00
Edgewater, City of	Sales & Use Tax License	5464	05/01/17	No expiration	NONE
Englewood, City of	D05 - Exc/drill/drain	D22-0420	07/28/22	07/20/24	NONE
Englewood, City of	Contractors License- Class D06	15537	02/09/21	12/06/24	\$ 20,000.00
Erie, Town of	CL - Contractors License - Class C	GC - 000214-2015	11/30/22	12/31/24	NONE
Estes Park, Town of	Business License	0738	01/01/23	12/31/24	NONE
Evans, City of	Business and Sales Tax License	2603316	01/01/23	12/31/24	NONE
Federal Heights, City of	Contractor License	100057	05/23/23	06/30/24	NONE
Firestone, Town of	Contractors License - Type C	CLC23-000194	11/17/23	12/31/24	NONE
Fort Collins, City of	Non-Structural Concrete License	no assigned #		& Bonds current	\$ 10,000.00
Fort Collins, City of	Contractors License & Right of Way License	no assigned #		Keep the Insurance	\$ 20,000.00
Fort Collins, City of	Right of Way License	no assigned #		No expiration	\$ 10,000.00
Fort Lupton, City of	Contractor License - Type B	FL-24-0841-B	01/02/24	12/31/24	NONE
Fort Morgan, City of	Contractor's License	21-000130	01/01/23	12/31/24	NONE
Frederick, Town of	Contractor's License - Type A	TL-GC-000004	02/23/24	02/23/25	NONE
Golden, City of	Contractors License	TL-GC-00626	01/25/23	01/24/25	NONE
Greeley, City of	ROW Contractor	15666	05/18/23	06/30/24	\$ 10,000.00
Greeley, City of	Business License	109934	07/01/22	06/30/24	NONE
Greenwood Village, City of	Contractors License - Level D	OL-23-01414	05/22/23	06/10/24	NONE
Lafayette, City of	General A License	21-008213	06/09/23	06/29/24	NONE
Lakewood, City of	Contractors License	15507	07/07/22	07/14/25	NONE
Littleton, City of	Contractors License - D-02-Concrete	D20001	02/10/21	05/22/24	NONE
Longmont, City of	Contractors License - Type D Asphalt	D20003370	05/05/23	12/26/24	NONE
Louisville, City of	Contractor License- General D	LSVL-001183-2017	05/18/23	05/18/24	NONE
Northglenn, City of	Right of Way License	24-ROW-0021	12/13/23	12/31/24	NONE
Pagosa Springs, Town of	Business License	BL24-000014	02/20/24	08/19/24	NONE
Platteville, Town of	Contractor's License	3130	12/05/23	12/31/24	NONE
Pueblo, City of	Contractor License	15542	11/16/23	12/31/24	\$ 5,000.00
Pueblo, City of	Use Tax License	19491	11/17/23	12/31/24	
Sterling, City of	Building Contractor License	2023-107		05/02/25	NONE
Teller County	Contractor License	29129EX	06/09/23	07/12/24	NONE
Thornton, City of	Contractor License	EXC202301019	05/06/23	05/06/24	NONE
Vail, Town of	Contractor Registration	374-A	03/22/23	04/30/26	NONE
Westminster, City of	D-Public Way Contractor	60731047	03/10/22	04/30/24	\$ 5,000.00
Wheat Ridge, City of	Contractors License - class B	000452		02/05/25	\$ 10,000.00
Winter Park	Business License	3860	12/05/23	12/31/24	NONE
Woodland Park	Business License	329834	11/09/23	12/31/24	NONE

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

A-1 CHIPSEAL COMPANY

is a

Corporation

formed or registered on 11/09/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921107820 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/24/2024 that have been posted, and by documents delivered to this office electronically through 04/25/2024 @ 11:11:45 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/25/2024 @ 11:11:45 in accordance with applicable law. This certificate is assigned Confirmation Number 15978921 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

**SECTION 00410
BID BOND**

Project: Town of Mead – Street Resurfacing Project
IFB 2024-004

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, A-1 Chipseal Company hereinafter called the "Principal", is submitting a proposal hereinafter the "Proposal" for the above-described project, to the Town of Mead, Colorado a municipal corporation hereinafter called "Obligee".

WHEREAS, the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the Proposal GUARANTY in an amount not less than ten per cent (10%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in response to such Requirement, this Bid Bond is made, executed and delivered.

NOW THEREFORE, the Principal and [insert name of Surety] Western Surety Company a corporation of the State of SD, duly authorized to transact business in Colorado, as Surety, are held firmly bound unto the Obligee, in the sum of ten per cent (10%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, will and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

FURTHER THAT, a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for sixty (60) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the Principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

IN WITNESS WHEREOF said Principal and Surety have executed this Bond, this 25th day of



ATTEST: Stephanie Wallis
Secretary Stephanie Wallis

THE PRINCIPAL

A-1 Chipseal Company

2505 E. 74th Avenue, Denver, CO 80229

Address

BY Josh Krueger
Josh Krueger, Vice President

SIGNATURES If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President, or Vice President. The signature of the officer shall be attested to by the Secretary and property sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

THE SURETY



Witness Secretary

By

Western Surety Company



Attorney-in-Fact Elizabeth Ostblom

THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED. FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Jody L Anderson, Elizabeth Ostblom, Andrew J Waterbury, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of June, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”