

**BID FORM**  
Town of New Castle

FOR CONSTRUCTION OF:

**Pedestrian Safety Enhancement Project at I-70 Exit 105**

DATE: June 26, 2014

OWNER: **Town of New Castle**  
P.O. Box 90  
New Castle, CO 81647  
(970) 984-2311  
Attn: Tom Baker

BIDDER: Name of Bidder Hudspeth & Associates, Inc.  
Address of Bidder 820 Megan Ave., Unit A  
Rifle, CO 81650  
Phone Number 970-625-5310  
Contact Name Rick Steffen

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

Two million four hundred seventy seven thousand  
nine hundred seventy one dollars and forty five cents

\_\_\_\_\_ Dollars(\$ 2,477,971.45 )  
(written) (numeric)

DOCUMENTS AND ADDENDA:

The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications.

Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, and the Specifications and Drawings, and acknowledges that the

following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the lump sum price quoted.

Addendum No. 1 Dated June 16, 2014

Addendum No. 2 Dated June 20, 2014

Addendum No. 3 Dated June 25, 2014

CHANGES TO THE WORK:

BIDDER agrees to perform all the WORK for the total bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S unit price as included in this Bid Form to the revised quantity required by the construction circumstances or any situation not now anticipated within the design considerations of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and units prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increase the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of the Work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:

The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER or within the indicated construction durations specified within the construction documents except for delays caused by Acts of God, neglect of the Owner or the representative of the Owner or other causes beyond the BIDDER's control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:

The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informalities in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

DOCUMENT EXECUTION:

DATED this 26<sup>th</sup> day of JUNE, 2012

Hudspeth & Associates, Inc.

(Name of Firm)

820 Megan Ave, Unit A

(Street Address)

Rifle, CO 81650

(City, State, Zip)



(Signature)

RICK STEFFEN

(Printed Signature)

WESTERN BUSINESS UNIT MANAGER

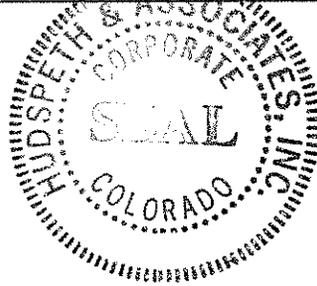
(Title)

Please check as appropriate:

An individual

A Partnership Between:

A Corporation organized under the laws of the State of Colorado



END OF PROPOSAL FORM

ATTACHMENT A  
LIST OF MANUFACTURERS / SUBCONTRACTORS

For each item listed below, provide the name of the manufacturer or subcontractor included in your base bid price. Any changes in the providers listed below can be made only with the approval of the Owner.

Name of Subcontractor /Manufacturer	Work Item to be Completed %of Subcontractor/manufacturer	Value
Traffic Control	A-1 Traffice Control	2.63%
Asphalt Paving	Frontier Paving, Inc.	.97%
Pile Driving	Colorado Piling Service, LLC	6.01%
Concrete Construction	S2M Construction Co., Inc.	11.34%
Pre-fabricated Bridges	Big R Bridge	44.31%

End of Attachment A

**Bid Schedule  
Town of New Castle  
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
201-00000	CLEARING & GRUBBING	1	LS	<b>\$7,668.00</b> <i>(Numbers)</i>	<b>\$7,668.00</b> <i>(Numbers)</i>
202-00027	REMOVAL OF RIP RAP	75	SY	<b>46.01</b> <i>(Numbers)</i>	<b>3450.60</b> <i>(Numbers)</i>
202-00204	REMOVAL OF CURB AND GUTTER AND SIDEWALK	10	LF	<b>12.14</b> <i>(Numbers)</i>	<b>121.41</b> <i>(Numbers)</i>
202-01000	REMOVAL OF FENCE	170	LF	<b>1.92</b> <i>(Numbers)</i>	<b>325.89</b> <i>(Numbers)</i>
202-01130	REMOVAL OF GUARDRAIL TYPE 3	280	LF	<b>12.78</b> <i>(Numbers)</i>	<b>3578.40</b> <i>(Numbers)</i>
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	65	CY	<b>4.47</b> <i>(Numbers)</i>	<b>290.75</b> <i>(Numbers)</i>
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	5210	CY	<b>22.37</b> <i>(Numbers)</i>	<b>116521.65</b> <i>(Numbers)</i>
206-00000	STRUCTURE EXCAVATION	1035	CY	<b>14.06</b> <i>(Numbers)</i>	<b>14550.03</b> <i>(Numbers)</i>
206-00100	STRUCTURE BACKFILL (CLASS 1)	1470	CY	<b>20.95</b> <i>(Numbers)</i>	<b>30791.24</b> <i>(Numbers)</i>
206-00360	MECHANICAL REINFORCEMENT OF SOIL	1010	CY	<b>36.10</b> <i>(Numbers)</i>	<b>36464.54</b> <i>(Numbers)</i>
206-01781	SHORING (AREA 1)	1	LS	<b>44148.51</b> <i>(Numbers)</i>	<b>44148.51</b> <i>(Numbers)</i>
206-01782	SHORING (AREA 2)	1	LS	<b>44653.32</b> <i>(Numbers)</i>	<b>44653.32</b> <i>(Numbers)</i>
206-01783	SHORING (AREA 3)	1	LS	<b>34803.77</b> <i>(Numbers)</i>	<b>34803.77</b> <i>(Numbers)</i>
206-01784	SHORING (AREA 4)	1	LS	<b>22160.52</b> <i>(Numbers)</i>	<b>22160.52</b> <i>(Numbers)</i>
207-00205	TOPSOIL - RESPREAD EXISTING	900	CY	<b>5.75</b> <i>(Numbers)</i>	<b>5175.90</b> <i>(Numbers)</i>
207-00210	TOPSOIL - STOCKPILE	900	CY	<b>3.83</b> <i>(Numbers)</i>	<b>3450.60</b> <i>(Numbers)</i>
208-00020	SILT FENCE	1650	LF	<b>4.47</b> <i>(Numbers)</i>	<b>7380.45</b> <i>(Numbers)</i>
208-00045	CONCRETE WASHOUT STRUCTURE	1	EA	<b>2556.00</b> <i>(Numbers)</i>	<b>2556.00</b> <i>(Numbers)</i>

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208-00070	VEHICLE TRACKING PAD	6	EA	1917.00	11502.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
208-00103	REMOVE AND DISPOSE OF SEDIMENT (LABOR)	20	HOUR	95.85	1917.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
208-00105	REMOVE AND DISPOSE OF SEDIMENT (EQUIPMENT)	20	HOUR	102.24	2044.80
				<i>(Numbers)</i>	<i>(Numbers)</i>
208-00205	EROSION CONTROL SUPERVISOR	60	HOUR	57.51	3450.60
				<i>(Numbers)</i>	<i>(Numbers)</i>
210-01000	RESET FENCE	170	LF	3.83	651.75
				<i>(Numbers)</i>	<i>(Numbers)</i>
210-00815	RESET SIGN PANEL	1	EA	511.20	511.20
				<i>(Numbers)</i>	<i>(Numbers)</i>
210-00810	RESET GROUND SIGN	2	EA	319.50	639.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
212-00006	SEEDING (NATIVE)	0.8	ACRE	1263.94	1011.15
				<i>(Numbers)</i>	<i>(Numbers)</i>
213-00004	MULCHING (WEED FREE STRAW)	0.8	ACRE	1086.30	869.04
				<i>(Numbers)</i>	<i>(Numbers)</i>
304-06000	AGGREGATE BASE COURSE (CLASS 6)	250	TON	29.07	7268.63
				<i>(Numbers)</i>	<i>(Numbers)</i>
403-34721	HOT MIX ASPHALT (GRADING SX) (PG 64-22)	150	TON	159.75	23962.50
				<i>(Numbers)</i>	<i>(Numbers)</i>
420-00000	GEOMEMBRANE	640	SY	2.53	1619.48
				<i>(Numbers)</i>	<i>(Numbers)</i>
502-11274	STEEL PILING (HP 12X74)	790	LF	185.00	146152.59
				<i>(Numbers)</i>	<i>(Numbers)</i>
502-00460	PILE TIP	24	EA	118.22	2837.16
				<i>(Numbers)</i>	<i>(Numbers)</i>
504-04410	BLOCK FACING	4090	SF	20.00	81802.86
				<i>(Numbers)</i>	<i>(Numbers)</i>
506-00005	RIPRAP (SPECIAL) (RE-LAY RIPRAP)	75	SY	120.13	9009.90
				<i>(Numbers)</i>	<i>(Numbers)</i>
508-00206	RIPRAP (6 INCH)	4	CY	517.59	2070.36
				<i>(Numbers)</i>	<i>(Numbers)</i>
514-00200	PEDESTRIAN RAILING (STEEL)	36	LF	95.85	3450.60
				<i>(Numbers)</i>	<i>(Numbers)</i>

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<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
514-01030	BIKEWAY RAILING (TIMBER)	230	LF	83.07	19106.10
				<i>(Numbers)</i>	<i>(Numbers)</i>
601-03040	CONCRETE CLASS D (BRIDGE)	240	CY	788.79	189310.65
				<i>(Numbers)</i>	<i>(Numbers)</i>
601-03050	CONCRETE CLASS D (WALL)	37	CY	1289.50	47711.57
				<i>(Numbers)</i>	<i>(Numbers)</i>
602-00020	REINFORCING STEEL (EPOXY COATED)	43230	LB	1.92	82871.91
				<i>(Numbers)</i>	<i>(Numbers)</i>
603-10240	24" CORRUGATED STEEL PIPE	122	LF	70.29	8575.38
				<i>(Numbers)</i>	<i>(Numbers)</i>
603-50008	8 INCH PLASTIC PIPE	300	LF	28.12	8434.80
				<i>(Numbers)</i>	<i>(Numbers)</i>
604-19000	INLET SPECIAL (8 INCH)	6	EA	38.34	230.04
				<i>(Numbers)</i>	<i>(Numbers)</i>
604-19000	INLET SPECIAL (CURB INLET W/CHANNEL AND GRATE DRAIN)	1	EA	1093.97	1093.97
				<i>(Numbers)</i>	<i>(Numbers)</i>
606-01340	END ANCHORAGE TYPE D	4	EA	93.29	373.18
				<i>(Numbers)</i>	<i>(Numbers)</i>
606-02003	END ANCHORAGE (NON FLARED)	2	EA	2889.56	5779.12
				<i>(Numbers)</i>	<i>(Numbers)</i>
606-02003	END ANCHORAGE (NON FLARED) (SPECIAL)	2	EA	2126.59	4253.18
				<i>(Numbers)</i>	<i>(Numbers)</i>
607-00000	LINE POST	10	EA	134.19	1341.90
				<i>(Numbers)</i>	<i>(Numbers)</i>
607-00005	END POST	5	EA	227.48	1137.42
				<i>(Numbers)</i>	<i>(Numbers)</i>
607-00010	CORNER AND LINE BRACE POST	5	EA	264.55	1322.73
				<i>(Numbers)</i>	<i>(Numbers)</i>
607-11350	DEER FENCE	30	LF	23.00	690.12
				<i>(Numbers)</i>	<i>(Numbers)</i>
608-00000	CONCRETE SIDEWALK	2	SY	80.51	161.03
				<i>(Numbers)</i>	<i>(Numbers)</i>
608-00015	DETECTABLE WARNINGS	80	SF	57.51	4600.80
				<i>(Numbers)</i>	<i>(Numbers)</i>
608-00026	CONCRETE BIKEWAY (6 INCH)	10	LF	191.70	1917.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
609-21900	CURB AND GUTTER TYPE 2 (SPECIAL)	10	LF	74.76	747.63
				<i>(Numbers)</i>	<i>(Numbers)</i>

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Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
613-00075	3/4 INCH ELECTRICAL CONDUIT	1210	LF	16.37	19809.13
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-00150	1-1/2 INCH ELECTRICAL CONDUIT	580	LF	16.09	9332.21
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-00200	2 INCH ELECTRICAL CONDUIT	750	LF	17.21	12911.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	100	LF	53.68	5367.60
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-10000	WIRING	1	LS	16230.60	16230.60
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-16025	LUMINAIRE (SPECIAL) (LED) (STEP LIGHT)	64	EA	774.49	49586.40
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	7	EA	2830.77	19815.39
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-	LOW VOLTAGE POWER SUPPLY	6	EA	852.43	5114.56
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-40010	LIGHT STANDARD FOUNDATION	7	EA	1405.80	9840.60
				<i>(Numbers)</i>	<i>(Numbers)</i>
613-50100	LIGHTING CONTROL CENTER	1	EA	7029.00	7029.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
614-00011	SIGN PANEL (CLASS I)	52	SF	28.12	1462.03
				<i>(Numbers)</i>	<i>(Numbers)</i>
614-00615	STEEL SIGN POST (W 6X15)	31	LF	76.68	2377.08
				<i>(Numbers)</i>	<i>(Numbers)</i>
614-01512	STEEL SIGN SUPPORT (2-INCH ROUND)(POST)	150	LF	12.78	1917.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
614-03002	CONCRETE FOOTING (TYPE 2)	2	EA	1917.00	3834.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
620-00020	SANITARY FACILITY	1	EA	575.10	575.10
				<i>(Numbers)</i>	<i>(Numbers)</i>
625-00000	CONSTRUCTION SURVEYING	1	LS	50774.94	50774.94
				<i>(Numbers)</i>	<i>(Numbers)</i>
626-00000	MOBILIZATION	1	LS	23643.00	23643.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
627-30305	PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (WORD-SY	37	LF	19.81	732.93
				<i>(Numbers)</i>	<i>(Numbers)</i>

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Town of New Castle  
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
627-30310	PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (XWALK-S'	352	SF	17.25	6073.06
				<i>(Numbers)</i>	<i>(Numbers)</i>
628-00030	BRIDGE GIRDER AND DECK UNIT (30 FEET TO 35 FEET)	1	EA	17429.36	17429.36
				<i>(Numbers)</i>	<i>(Numbers)</i>
628-00040	BRIDGE GIRDER AND DECK UNIT (40 FEET TO 45 FEET)	1	EA	22363.72	22363.72
				<i>(Numbers)</i>	<i>(Numbers)</i>
628-00150	BRIDGE GIRDER AND DECK UNIT (150 FEET TO 155 FEET)	1	EA	311623.69	311623.69
				<i>(Numbers)</i>	<i>(Numbers)</i>
628-00200	BRIDGE GIRDER AND DECK UNIT (200 FEET TO 205 FEET)	1	EA	339693.68	339693.68
				<i>(Numbers)</i>	<i>(Numbers)</i>
628-00210	BRIDGE GIRDER AND DECK UNIT (210 FEET TO 215 FEET)	1	EA	406804.01	406804.01
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-00000	FLAGGING	100	HOUR	364.23	36423.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-00007	TRAFFIC CONTROL INSPECTION	40	DAY	223.65	8946.00
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-00012	TRAFFIC CONTROL MANAGEMENT	18	DAY	691.40	12445.16
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	7	EA	217.26	1520.82
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	15	EA	35.78	536.76
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	60	EA	47.29	2837.16
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANE	5	EA	1237.10	6185.52
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80359	PORTABLE MESSAGE SIGN PANEL	28	DAY	112.46	3148.99
				<i>(Numbers)</i>	<i>(Numbers)</i>
630-80360	DRUM CHANNELIZING DEVICE	240	EA	12.78	3067.20
				<i>(Numbers)</i>	<i>(Numbers)</i>
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA	0	0
				<i>(Numbers)</i>	<i>(Numbers)</i>
700-70380	F/A EROSION CONTROL	1	FA	0	0
				<i>(Numbers)</i>	<i>(Numbers)</i>

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Town of New Castle  
Pedestrian Safety Enhancement Project

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TOTAL BASE BID: Two million, four hundred seventy seven thousand nine hundred

seventy one dollars and forty five cents (\$2,477,971.45)

(Written)

Submitted by: Hudspeth & Associates  
Company

820 Megan Ave, Unit A, Rifle, CO 81650  
Address

Submitted by: Rick Steffen  
Please type or print

\_\_\_\_\_  
Signature/Title of Authorized Personnel

Date of Bid: June 26, 2014

**BID BOND**  
**Town of New Castle**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
Hudspeth and Associates, Inc.

as Principal, and \_\_\_\_\_ Fidelity and Deposit Company of Maryland

held and firmly bound unto \_\_\_\_\_ Town of New Castle

in the penal sum of \_\_\_\_\_ 10% Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 18th day of June, 2014. The condition of the above obligation is such that whereas the Principal has submitted to the **Town of New Castle, Colorado**, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the **Pedestrian Safety Enhancement Project at I-70 Exit 105**

NOW, THEREFORE,

- [a] If said Bid shall be rejected, or
- [b] If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said contract, and for the payment of all persons performing labor of furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

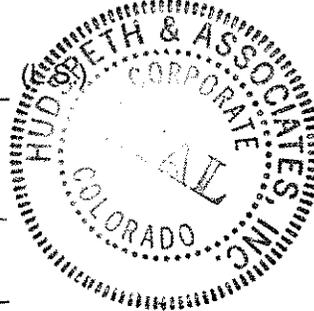
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals,

**BID BOND**  
**Town of New Castle**

and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

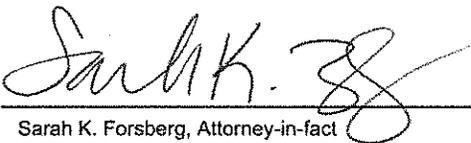
Hudspeth and Associates, Inc.

Principal  
By:   
Robert Levitt, President



Fidelity and Deposit Company of Maryland

Surety

By:   
Sarah K. Forsberg, Attorney-in-fact

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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **J. Douglas ENGERMAN, Sarah K. FORSBERG and Richard M. FORSBERG, all of Englewood, Colorado, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of February, A.D. 2014.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Assistant Secretary*  
*Eric D. Barnes*

*James M. Carroll*  
*Vice President*  
*James M. Carroll*

State of Maryland  
City of Baltimore

On this 4th day of February, A.D. 2014, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of June, 2019.



*Thomas O. McClellan*

Thomas O. McClellan, Vice President