

ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 17 day of April 2018, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Martin Marietta Materials, Inc., located at 1627 Cole Blvd. #200, Lakewood, CO 80401 hereinafter referred to as the "Contractor."

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

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

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

Invitation for Bid: 2018.402 Street Paving Project
Project ID 3055.7820

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:
- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.
- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

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

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

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

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

4. TERM

4.1. The work to be performed under this Agreement shall be for one hundred and twenty calendar days (120) after receipt of Notice to Proceed.

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of five million three hundred thirty-eight thousand six hundred and seventy dollars and sixty-nine cents (\$5,338,670.69).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the

preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

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

5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).

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

5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.

6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.

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

Original Amount		Daily Charge Amount
From More Than	Up To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000		

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

8. WARRANTY

- 8.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and

defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

9. SUBCONTRACTING

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

10. CHANGE ORDERS OR EXTENSIONS

- 10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.
- 10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. INSPECTIONS, REVIEWS AND AUDITS

- 11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:
- 11.1.1. Work to be completed, if any; and,
 - 11.1.2. Work not in compliance with the Agreement, if any; and,
 - 11.1.3. Unsatisfactory work for any reason, if any.
- 11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

12. CLEAN-UP

- 12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor

shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

13. PROJECT ADMINISTRATION

- 13.1. The Project Manager for this Agreement shall be Rene Valdez, who can be reached by phone at 720-523-6961. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

14. NONDISCRIMINATION

- 14.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- 14.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. INDEPENDENT CONTRACTOR

15.1. In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

16. INDEMNIFICATION

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

17. INSURANCE

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

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

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

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

Bodily Injury/Property Damage \$1,000,000 (each accident)

Personal Injury Protection Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence

\$1,000,000

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

17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:

17.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

17.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

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

17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

18. TERMINATION

18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days

before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

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

18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING:

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

20. MUTUAL UNDERSTANDINGS

20.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.

20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

- 20.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 20.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 20.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 20.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 20.7.2. Immediately upon hand delivery; or,
 - 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Transportation Department
Contact: Jeff Maxwell, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720.523.6817
E-mail: jmaxwell@adcogov.org

Department: Adams County Purchasing
Contact: Jen Tierney Hammer, Lead Contract Specialist
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6052
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Martin Marietta Materials, Inc.

Contact: Patrick Walker, President

Address: 1627 Cole Blvd. #200

City, State, Zip: Lakewood, CO 80401

Phone: 303-657-4414

E-mail: steve.walsh@martinmarietta.com

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

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

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

20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Mary Blay
Chair

4/7/18
Date

Martin Marietta Materials, Inc.

[Signature]
Signature

April 7, 2018
Date

C. HOWARD NIX
Printed Name

PRESIDENT & CEO
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

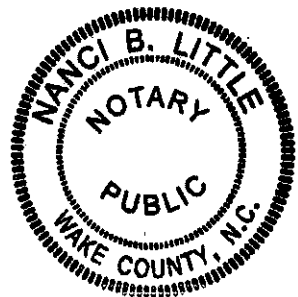
COUNTY OF Wake)

STATE OF North Carolina)SS.

Signed and sworn to before me this 9 day of April 2018 , ,

by C. Howard Nix ,

Nanci B. Little
Notary Public



My commission expires on: July 1, 2020

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

MARTIN MARIETTA MATERIALS, INC.
Company Name

April 7, 2018
Date

C. HOWARD NIVE
Name (Print or Type)


Signature

PRESIDENT & CEO
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**BID DOCUMENTS AND
SPECIFICATIONS
JTH 2018.402 STREET PAVING PROGRAM**

PROJECT ID: 3055.7820

**Adams County
Public Works**

**Pre-Bid Conference
Date: February 6, 2018
Time: 2:00 P.M.**

**Bid Opening Due
Date: February 20, 2018
Time: 2:00 P.M.**

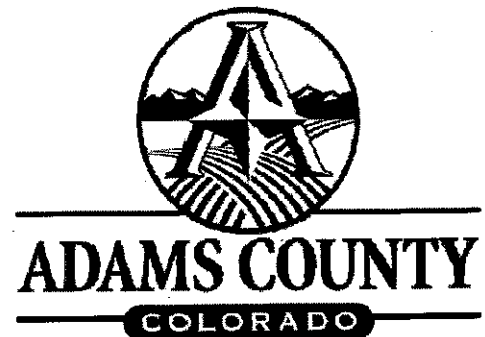


TABLE OF CONTENTS

SECTION 1 INVITATION FOR BIDS

SECTION 2 BIDDING PROCEDURE

SECTION 3 BID PROPOSAL

SECTION 4 BID SUMMARY

SECTION 5 BID BOND

SECTION 6 BID SCHEDULES

SECTION 7 SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

STANDARD SPECIAL PROVISIONS

ATTACHMENTS

1. CONTRACT FORMS (CONTRACT SAMPLES)

2. CONSTRUCTION PLANS

SECTION 1

INVITATION FOR BIDS

INVITATION FOR BIDS

Adams County, Colorado Public Works

The Adams County Board of Commissioners by and through its Purchasing Agent is accepting bids for:

JTH 2018.402 STREET PAVING PROGRAM

ADAMS COUNTY PROJECT ID: 3055.7820

PROGRAM NUMBER: IMP 2017-00012

The **2018.402 Street Paving Program (the Program)** is improving the County's paved streets that have been identified as priorities for rehabilitation. The **Program** is a significant street maintenance project with approximately 45 lane miles in five different areas in unincorporated Adams County. The project area maps in the construction plans identify the work locations.

The scope of work for the project shall include, but are not limited to:

- Provide public information services in regards to construction and traffic control
- Obtain all necessary permits
- Provide traffic control
- Provide erosion and sediment control
- Asphalt milling and overlay as directed by the County
- Asphalt patching as directed by the County
- Remove and replace curb ramps, curbs, gutters, and sidewalks as directed by the County
- Adjust manhole, valve box, and meter
- Provide construction surveying, reset survey monument boxes as needed
- Provide pavement markings

It is recommended that bidders on this project review all work areas.

The Contractor has **120 calendar days** to finish the project after the "Notice to Proceed" is given. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

The **Project** has funding limits. If the low bid exceeds the budget allocated, the County will adjust the quantities listed in the Bid Schedules to meet the budget and ensure critical areas are completed in this project. No bid unit price adjustment will be allowed after the bid opening, even if quantities are reduced.

The only representative of the County with the authority to provide additional information, clarification, or interpretation regarding the specifications, and any other contract documents or requirements is the Contract Administrator.

Jennifer Tierney Hammer
Adams County Government Center, Finance Department
4430 S. Adams County Parkway, 4th Floor, Suite C4000A
Brighton, CO 80601
Phone: 720-523-6049
Email: jtierney@adcogov.org

All questions and requests for clarifications must be sent to the Contract Administrator who will route the questions and requests to the appropriate person.

The Bid Documents can be retrieved from the Rocky Mountain E-Purchasing System website at:

http://www.rockymountainbidsystem.com/?utm_medium=referral&utm_source=ADA84CO&utm_campaign=web_site.

Pre-Bid Conference will be held in the conference room of the Adams County Public Works Department on **February 6, 2018, 2:00 p.m.**, 4430 S. Adams County Parkway, Suite W6406, Brighton, CO 80601.

Questions must be submitted in writing, via email to: Jennifer Tierney on (or before) **February 12, 2018**. Send questions to jtierney@adcogov.org. It is imperative that prospective bidders provide correct email addresses of all individuals desiring to be informed of project announcements.

Addendums will be provided by the County's Contract Administrator and posted on the Rocky Mountain E-Purchasing System, on **February 15, 2018**.

Responses to Questions will be issued as an Addendum to the Contract.

Sealed bids for this project must be clearly marked with the project name and project number: JTH 2018.402 Street Paving Program, Project ID: 3055.7820. The project name and project number must appear on the outside of the envelope.

Sealed bids will be accepted by the County's Contract Administrator no later than 2:00 p.m., February 20, 2018, at Adams County Government Center, 4430 South Adams County Parkway, Suite C4000A, Brighton, CO 80601.

An opening of the bids will follow immediately thereafter. The bids will be opened publicly and read aloud.

SPECIAL INSTRUCTIONS

Bids may be mailed or delivered in person to the County's Contract Administrator, but must be in a sealed envelope. No bids will be accepted after the time and date established above, except by written addenda.

Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials, or services.

One (1) Compact Disc (CD) and two (2) copies of the Bid Proposal; Bid Summary and associated Bid Schedules; and list of proposed subcontractors identifying responsibilities are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents.

The Bid Summary must be signed.

Each Bid Proposal must be accompanied by a Bid Bond (or Certified Check, payable to Adams County) for at least five percent (5%) of the total amount of the Bid.

Whenever addenda are required, they must be acknowledged on the Bid Summary in the appropriate space so designated.

Bid Proposals cannot be withdrawn after the date and hour set for bid opening.

In submitting a Bid Proposal, bidder agrees that acceptance of any or all bids by the County's Purchasing Agent within a reasonable time or period constitutes a Contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.

The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office, or other parcel carriers.

The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

The County assumes no responsibility for quotations being either opened early or improperly routed if the project name and project number are not clearly marked on the outside of the envelope, as indicated above.

In the event of a situation severe enough to cause the Adams County Board of Commissioners to close an Adams County office for any reason, the County's Purchasing Agent has the prerogative of moving the bid opening location or rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Commissioners to close an Adams County office.

Bids must be furnished on the forms as supplied by Adams County. Failure to bid on the forms provided will be cause for rejection of the bid.

As soon as each Bid Proposal, Bid Summary, Bid Schedules, Bid Bond and other required information have been checked compared and evaluated, the County will return the bonds of all except the three lowest responsible bidders. The lowest responsible bidder will be asked to provide a surety bond and a performance bond and will be provided an Agreement for signature. The Bid Bond (or Certified Check) from the next two lowest responsible bidders will be retained until an Agreement, surety bond, and performance bond have been executed or approved by the County. After such time their Bid Bond (or Certified Check) will be returned.

A performance bond and surety bond, each in a penal sum equal to the nearest integral One Hundred Dollars in excess of the estimated Contract Price with corporate surety approved by the County, will be requested for faithful performance of the Contract. The Agreement shall be signed by the successful bidder and returned, together with the performance bond and surety bond within ten (10) days after the date of the award.

Bids must be furnished exclusive of taxes.

No award will be made to any person, firm, or corporation that is in arrears upon any obligation to the County or the District.

Bidders are invited to be present at the bid opening to make their own tabulation of the bid or to observe the proceedings.

If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.

The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to: any bid which does not meet bonding requirements; or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services; or bids from bidders who lack experience or financial responsibility; or bids which are not to form; or to award bids to the lowest and most responsive and responsible bidder; or to require new bids.

Surety companies executing bid and performance bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Colorado.

The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting, whichever is later, when the public interest will be served thereby.

Only sealed bids received by the Purchasing Department will be accepted; bids submitted by telephone, fax machine, or telegram are not acceptable.

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents.

In making copies of the bidding documents available on the above terms, the County does so only for the purpose of obtaining bids on the work and does not confer a license of grant for use.

Adams County is an Equal Opportunity Employer.

SECTION 2

BIDDING PROCEDURE

BIDDING PROCEDURE

1. FORM AND STYLE OF BIDS

(A) Bids shall be submitted on the forms provided by the COUNTY. One (1) Compact Disc (CD) or flash drive and two (2) copies of the Bid are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents. Photo copies of the Bid documents are acceptable.

(B) All blanks on the Bid Proposal, Bid Summary and associated Bid Schedules shall be filled in by computer printer, typewriter, or manually in black ink.

(C) Where so indicated on the Bid Summary, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written word amount shall govern.

(D) Any interlineations, alteration, or erasure must be initialed by the signer of the bid.

(E) All requested alternates shall be bid, or shall be noted with a NO BID notation.

(F) Each copy of the Bid Summary shall include the legal name of the bidder and a statement whether bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy of the Bid Summary shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

2. BID SECURITY

(A) If so stipulated in the advertisement or Invitation for Bids, each bid shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the COUNTY on the terms stated in his bid and will, if required, furnish bonds as described hereunder, covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of such bonds, if required, the amount of the bid security shall be forfeited to the COUNTY as liquidated damages, not as penalty.

(B) If a Bid Security or surety bond is required, the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

(C) The COUNTY will have the right to retain the bid security of bidders until either:

- (1) The Contract has been executed and bonds, if required, have been furnished.
- (2) The specified time has elapsed so that bids may be withdrawn.
- (3) All bids have been rejected.

3. SUBMISSION OF BIDS

The Contractor shall submit its bid, subject to the following conditions:

(A) All copies of the bid, the bid security, and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the bids and shall be identified with the Project name, the bidder's name and address.

(B) Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date of receipt of bids will be returned unopened.

BIDDING PROCEDURE

- (C) Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- (D) Oral, facsimile, telephonic, or telegraphic bids are invalid and will not receive consideration.
- (E) No person, firm, or corporation shall make or file more than one bid for the same work unless Alternate bids are called for.
- (F) If a completion time is stated in the Bid that is different from the required completion time it will be used in the evaluation of the bid.

4. MODIFICATION OR WITHDRAWAL OF BID

- (A) A bid may not be modified, withdrawn, or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and bidder so agrees in submitting his bid.
- (B) Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the party receiving bids prior to the time and date designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or may be by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; the telegram shall be so worded as not to reveal the amount of the original bid, but only show the amount of or desired changes.
- (C) Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with Invitation For Bids.

SECTION 3

BID PROPOSAL

**ADAMS COUNTY PROJECT ID:
BID PROPOSAL
JTH 2018.402 STREET PAVING PROGRAM**

Proposal of _____ (hereinafter called Bidder),

organized and existing under the laws of the State of _____, doing
business as

(an) (a) _____. * (Insert "corporation, partnership, individual", as
applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **JTH 2018.402 Street Paving Program** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the office of the County Purchasing Agent.

The County's Purchasing Agent for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Contract and Bonds within 10 days after receiving written Notice of Award.

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project within **120 calendar days** after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

NOTICE CONCERNING BID

BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid:

Bids may be considered unresponsive if they do not include bids for all of the items listed in the Bid Schedules.

The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.

The total amount of the Project (Total) shall be restated on the Bid Summary.

Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.

SECTION 4

BID SUMMARY

ADAMS COUNTY 2018.402 STREET PAVING PROGRAM
PROJECT ID: 3055.7820
BID SUMMARY

JTH 2018.402 Street Paving Program	
TOTAL FROM BID SCHEDULES: \$	_____
	(Amount in Figures)

	DOLLARS.
(Written Amount)	_____

Respectfully Submitted:

Company Name

Date

Telephone

Company Address

FAX No

Signature

Name Printed or Typed

Title

Telephone

License No. (if applicable)

ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: _____

My Commission expires: _____

ADDENDA NO.

DATE

ADDENDA NO.

DATE

ADDENDA NO.

DATE

SECTION 5

BID BOND

January 2018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
(Name and Address of Contractor)

as Principal, and _____ as Surety,
(Name and Address of Surety)

are hereby held and firmly bound unto Adams County as OWNER in the penal sum
of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain
BID, attached hereto and hereby made a part hereof to enter a contract in writing,

for _____
(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then 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 an 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, 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.

(Principal, Contractor)

(Surety)

BY: _____

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.

SECTION 6
BID SCHEDULE

SECTION 2
BIDDING PROCEDURE

BIDDING PROCEDURE

1. FORM AND STYLE OF BIDS

(A) Bids shall be submitted on the forms provided by the COUNTY. One (1) Compact Disc (CD) or flash drive and two (2) copies of the Bid are required. Single copies of the original Bid Bond will be accepted and, if requested, any brochures or other supportive documents. Photo copies of the Bid documents are acceptable.

(B) All blanks on the Bid Proposal, Bid Summary and associated Bid Schedules shall be filled in by computer printer, typewriter, or manually in black ink.

(C) Where so indicated on the Bid Summary, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written word amount shall govern.

(D) Any interlineations, alteration, or erasure must be initialed by the signer of the bid.

(E) All requested alternates shall be bid, or shall be noted with a NO BID notation.

(F) Each copy of the Bid Summary shall include the legal name of the bidder and a statement whether bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and each copy of the Bid Summary shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

2. BID SECURITY

(A) If so stipulated in the advertisement or Invitation for Bids, each bid shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the COUNTY on the terms stated in his bid and will, if required, furnish bonds as described hereunder, covering the faithful performance of the Contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such Contract or fail to furnish such bonds, if required, the amount of such bonds, if required, the amount of the bid security shall be forfeited to the COUNTY as liquidated damages, not as penalty.

(B) If a Bid Security or surety bond is required, the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

(C) The COUNTY will have the right to retain the bid security of bidders until either:

- (1) The Contract has been executed and bonds, if required, have been furnished.
- (2) The specified time has elapsed so that bids may be withdrawn.
- (3) All bids have been rejected.

3. SUBMISSION OF BIDS

The Contractor shall submit its bid, subject to the following conditions:

(A) All copies of the bid, the bid security, and any other documents required to be submitted with the bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the bids and shall be identified with the Project name, the bidder's name and address.

(B) Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or any extension thereof made by Addendum. Bids received after the time and date of receipt of bids will be returned unopened.

BIDDING PROCEDURE

- (C) Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.
- (D) Oral, facsimile, telephonic, or telegraphic bids are invalid and will not receive consideration.
- (E) No person, firm, or corporation shall make or file more than one bid for the same work unless Alternate bids are called for.
- (F) If a completion time is stated in the Bid that is different from the required completion time it will be used in the evaluation of the bid.

4. MODIFICATION OR WITHDRAWAL OF BID

- (A) A bid may not be modified, withdrawn, or canceled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and bidder so agrees in submitting his bid.
- (B) Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn by notice to the party receiving bids prior to the time and date designated for receipt of bids. Such notice shall be in writing over the signature of the bidder or may be by telegram; if by telegram, written confirmation over the signature of bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; the telegram shall be so worded as not to reveal the amount of the original bid, but only show the amount of or desired changes.
- (C) Withdrawn bids may be resubmitted up to the date and time designated for the receipt of bids provided that they are then fully in conformance with Invitation For Bids.

SECTION 3
BID PROPOSAL

January 2018

**ADAMS COUNTY PROJECT ID:
BID PROPOSAL
JTH 2018.402 STREET PAVING PROGRAM**

Proposal of Martin Marietta Materials, Inc. (hereinafter called Bidder),

organized and existing under the laws of the State of North Carolina, doing
business as

(an) (a) Corporation. * (Insert "corporation, partnership, individual", as
applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **JTH 2018.402 Street Paving Program** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the office of the County Purchasing Agent.

The County's Purchasing Agent for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Contract and Bonds within 10 days after receiving written Notice of Award.

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

Bidder hereby agrees to commence work under this contract upon Receipt of Notice to Proceed and to fully complete the project within **120 calendar days** after notice to proceed. Failure to complete the project by this date, or an extended date approved by the County, will result in liquidated damages being assessed.

NOTICE CONCERNING BID
<p>BIDDERS must use correct Bid forms. Failure to use the correct Bid forms shall cause rejection of the bid.</p> <p>Bids may be considered unresponsive if they do not include bids for all of the items listed in the Bid Schedules.</p> <p>The quantities listed in the Bid Schedule are estimates only, and indicate relative amount of anticipated work.</p> <p>The total amount of the Project (Total) shall be restated on the Bid Summary.</p> <p>Unless otherwise noted, all bid items are considered complete in place and removal bid quantities include haul and proper material disposal.</p>

SECTION 4

BID SUMMARY

January 2018

ADAMS COUNTY 2018.402 STREET PAVING PROGRAM
PROJECT ID: 3055.7820
BID SUMMARY

JTH 2018.402 Street Paving Program	
TOTAL FROM BID SCHEDULES: \$ <u>5,338,670.69</u>	
(Amount in Figures)	
FIVE MILLION, THREE HUNDRED THIRTY EIGHT THOUSAND SIX HUNDRED SEVENTY	
DOLLARS AND <u>69</u>	DOLLARS.
(Written Amount)	

Respectfully Submitted:

Martin Marietta Materials, Inc.

Company Name

February 20, 2018

Date

1627 Cole Blvd., Suite 200

720-245-6400

Telephone

Lakewood, CO 80401

Company Address

303-657-4414

FAX No


Signature

Patrick Walker

Name Printed or Typed

Division President

Title

720-245-6400

Telephone

License No. (if applicable)

ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: 

My Commission expires: AUGUST 10, 2021

STEFANIE L. KUMMET
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174033681
MY COMMISSION EXPIRES AUGUST 10, 2021

1
ADDENDA NO.

2/12/18
DATE

2
ADDENDA NO.

2/13/18
DATE

ADDENDA NO.

DATE

SECTION 5

BID BOND

January 2018

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Martin Marietta Materials, Inc. of
1627 Cole Blvd. Ste. 200, Lakewood, CO 80401
(Name and Address of Contractor)
as Principal, and Liberty Mutual Insurance Company of
450 Plymouth Rd. Ste. 400, Plymouth Meeting, PA 19462 as Surety,
(Name and Address of Surety)

are hereby held and firmly bound unto Adams County as OWNER in the penal sum

of Five Percent (5%) of the Bid Amount for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assign.

Signed this 8th day of February, 20 18.

The Condition of the above obligation is such that whereas the Principal has submitted to Adams County a certain
BID, attached hereto and hereby made a part hereof to enter a contract in writing,

for Street Paving Program: Project No. 3055.7820

(Project Name and Project Number)

NOW THEREFORE,

(A) If said BID shall be rejected, then this obligation shall be void.

(B) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (property completed in accordance with said BID) and shall furnish a BOND for his/her faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then 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 an 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, 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.

Byron Creech
(Principal, Contractor)
Byron Creech, V.P and Treasurer

Liberty Mutual Insurance Company
(Surety)

BY: Rebecca L. Gómez Porras
Rebecca L. Gómez Porras, 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.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7711258

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Byron Creech; Kristy W. Kretzschmar; Rebecca L. Gomez Porras; Todd Crump

all of the city of Raleigh, state of NC, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of April, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of April, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 23, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of February, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

JTH 2018.402 STREET PAVING PROGRAM
ADAMS COUNTY PROJECT ID: 3055.7820
ADAMS COUNTY PROJECT NO.: IMP2017-00012
BID OPENING DATE: 02/20/2018
CONTRACTOR NAME:
REVISION DATE: 02/12/2018

LINE ITEM	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	EST. BID QUANT.	UNIT BID PRICE	AMOUNT BID
01	202-00171	REMOVAL OF CONCRETE (SPECIAL)	SY	1,257	\$17.79	\$22,362.03
02	202-00203	REMOVAL OF CURB AND GUTTER	LF	341	\$7.35	\$2,506.35
03	202-00220	REMOVAL OF ASPHALT MAT	SY	29,688	\$7.80	\$231,566.40
04	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	204,793	\$2.09	\$415,729.79
05	203-01500	BLADING	HR	100	\$150.00	\$15,000.00
06	203-00100	MUCK EXCAVATION	CY	50	\$60.00	\$3,000.00
07	203-01100	PROOF ROLLING	HR	12	\$100.00	\$1,200.00
08	208-00002	EROSION LOG (12 INCH)	LF	50	\$17.19	\$859.50
09	208-00050	STORM DRAIN INLET PROTECTION	EA	40	\$198.83	\$7,953.20
10	208-00052	STORM DRAIN INLET PROTECTION (TYPE2)	LF	20	\$91.85	\$1,827.00
11	208-00045	CONCRETE WASHOUT STRUCTURE	EA	2	\$1,309.04	\$2,618.08
12	208-00205	EROSION CONTROL SUPERVISOR	HR	120	\$118.22	\$14,186.40
13	210-008551	RESET LOOP DETECTOR (SPECIAL)	EA	2	\$1,598.98	\$3,116.76
14	210-04010	ADJUST MANHOLE	EA	478	\$56.00	\$26,768.00
15	210-04050	ADJUST VALVE BOX	EA	552	\$36.00	\$19,872.00
16	210-04020	MODIFY INLET	EA	1	\$4,035.04	\$4,035.04
17	304-06000	AGGREGATE BASE COURSE (CLASS 8)	TON	7,827	\$28.69	\$224,556.53
18	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	8,674	\$84.00	\$728,616.00
19	403-33741	HOT MIX ASPHALT (GRADING S) (75) (PG64-22)	TON	11,971	\$64.44	\$771,411.24
20	403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG64-22)	TON	25,790	\$60.77	\$1,567,258.30
21	403-36741	HOT MIX ASPHALT (GRADING ST) (75) (PG64-22)	TON	3,990	\$76.61	\$305,673.90
22	412-00805	CONCRETE PAVEMENT (8") (Fast Track)	SY	145	\$101.56	\$14,726.20
23	412-05100	POLYURETHANE SLAB JACKING	LB	187	\$18.81	\$3,517.47
24	412-14000	SAWING AND SEALING CONCRETE PAVEMENT JOINTS	LF	66	\$7.16	\$472.56
25	608-000101	CONCRETE CURB RAMP (Special)	SY	256	\$132.09	\$33,815.04
26	608-00006	CONCRETE SIDEWALK (6")	SY	28	\$91.56	\$2,563.68
27	608-10010	SIDEWALK DRAIN	EA	1	\$1,827.20	\$1,827.20
28	609-21020	CURB AND GUTTER TYPE 2 (Sec. II-B)	LF	367	\$28.24	\$10,364.08
29	609-22021	CURB, GUTTER, & WALK (MONOLITHIC) (Sec. I/B)	SY	48	\$76.13	\$3,654.24
30	609-22022	CURB, GUTTER, & WALK (MONOLITHIC) (Sec. MS)	SY	650	\$61.68	\$40,092.00
31	609-34006	GUTTER TYPE 2 (6-FT) (FAST TRACK)	LF	13	\$100.70	\$1,309.10
32	609-34008	GUTTER TYPE 2 (8-FT) (FAST TRACK)	LF	123	\$29.80	\$3,665.40
33	620-00020	SANITARY FACILITY	EA	2	\$500.00	\$1,000.00
34	625-00000	CONSTRUCTION SURVEYING	LS	1	\$6,448.48	\$6,448.48
35	625-00001	CONSTRUCTION SURVEYING (Hour)	HR	20	\$161.21	\$3,224.20
36	626-01000	PUBLIC INFORMATION SERVICE	LS	1	\$117,441.01	\$117,441.01
37	626-01001	PUBLIC INFORMATION SERVICE (ADDRESS)	EA	968	\$3.44	\$3,329.92
38	627-00005	EPOXY PAVEMENT MARKING PAINT	GAL	575	\$74.54	\$42,860.50
39	627-00011	PAVEMENT MARKING PAINT (WATERBORNE)	GAL	488	\$27.41	\$13,376.08
40	627-30932	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE)	SF	556	\$12.06	\$6,705.36
40	627-30405	PREFORMED THERMOPLASTIC PAVEMENT MARKING (Word-Symbol)	SF	306	\$15.35	\$4,697.10
41	629-01050	MONUMENT BOX	EA	12	\$644.85	\$7,738.20
42	630-00000	FLAGGING	HR	4,700	\$24.97	\$117,358.00
43	630-00007	TRAFFIC CONTROL INSPECTION	DAY	20	\$108.55	\$2,171.00
44	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	75	\$678.43	\$50,882.25
45	630-80335	BARRICADE (3M-A) (TEMP.)	EA	1	\$24.97	\$24.97
46	630-80341	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE A	EA	30	\$32.56	\$976.80
47	630-80342	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE B	EA	30	\$43.42	\$1,302.60
48	630-80343	CONSTRUCTION TRAFFIC SIGN, PANEL SIZE C	EA	30	\$48.85	\$1,465.50
49	630-80344	CONSTRUCTION TRAFFIC SIGN (Special)	SF	30	\$23.88	\$716.40
50	630-80355	PORTABLE MESSAGE SIGN PANEL	EA	4	\$2,170.99	\$8,683.96
51	630-80358	ADVANCE WARNING FLASHING (C TYPE)	EA	4	\$542.75	\$2,171.00
52	630-80360	DRUM CHANNELIZING DEVICE	EA	150	\$32.56	\$4,884.00
53	630-80380	TRAFFIC CONE	EA	200	\$7.60	\$1,520.00
Sub-total						\$4,898,670.69
54	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1.00	\$250,000	\$250,000.00
55	700-700380	F/A EROSION CONTROL	FA	1.00	\$5,000	\$5,000.00
Sub-total						\$255,000.00
(For Bid Bond Calculation)					TOTAL:	\$5,153,670.69
						\$5,153,670.69
56	700-70016	F/A FUEL COST ADJUSTMENT	FA	1.00	\$65,000	\$65,000.00
57	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	FA	1.00	\$70,000	\$70,000.00
58	700-70012	F/A ASPHALT PAVEMENT INCENTIVE	FA	1.00	\$50,000	\$50,000.00
Sub-Total						\$185,000.00
TOTAL BID:						\$5,338,670.69



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 100 North Tryon Street, Suite 3600 Charlotte, NC 28202 Attn: CA NON-RESIDENT NO. OB22889		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
J56965-1.MMM-GAWX-17-18 RM201		INSURER(S) AFFORDING COVERAGE	
INSURED Martin Marietta Materials, Inc. Attn: Todd Crump 2710 Wycliff Road PO Box 30013 Raleigh, NC 27622		NAIC #	
		INSURER A : ACE American Insurance Company 22667	
		INSURER B : Indemnity Ins Co Of North America 43575	
		INSURER C : N/A N/A	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:**

ATL-004812154-01

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		HDOG27871525	09/30/2017	09/30/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 OTHER \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ISAH09063717	09/30/2017	09/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WLRC64619457 (AOS) WLRC64619792 (CA)	09/30/2017 09/30/2017	09/30/2018 09/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Job: 2018 Adams County Street Paving Program

Adams County and the Colorado Department of Transportation (CDOT) is/are additional insured under General Liability (including ongoing and completed ops) and Automobile Liability as their interest may appear, if required by written contract with the named insured, subject to the terms and conditions of the policies. A waiver of subrogation applies under General Liability, Automobile Liability, and Workers Compensation in favor of the certificate holder, if required by written contract with the named insured, subject to the terms and conditions of the policies.

CERTIFICATE HOLDERAdams County Public Works
4430 South Adams County Pkwy
Brighton, CO 80601**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Annette Stefani

Annette Stefani

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PERFORMANCE BOND

Bond 016075060

KNOW ALL BY THESE PRESENTS, That we, Martin Marietta Materials, Inc. with its local office at 1627 Cole Boulevard, Suite 200, Lakewood, CO 80401

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, a corporation duly organized under the laws of the State of Massachusetts (hereinafter called the Surety), as Surety, are held and firmly bound unto Adams County

4430 South Adams County Parkway, Brighton, CO 80601. T: (720) 523-6817, (hereinafter called the Obligee), in the sum of Five Million Three Hundred Thirty-eight Thousand Six Hundred Seventy Dollars And Sixty-nine Cents

(\$5,338,670.69) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 29th day of March, 2018.

WHEREAS, said Principal has entered into a written Contract with said Obligee, dated March 28, 2018, for 2018 Adams County Street Paving Program. Project ID # 3055.7820, Adams County, Colorado

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Martin Marietta Materials, Inc. with its local office at 1627 Cole Boulevard, Suite 200, Lakewood, CO

Principal

By Todd Crump
Todd Crump, Risk Manager



Liberty Mutual Insurance Company

By Rebeca L. Gómez Porras
Rebeca L. Gómez Porras Attorney-in-Fact



PAYMENT BOND

BOND NO. 016075060

KNOW ALL BY THESE PRESENTS, That we,

Martin Marietta Materials, Inc. with its local office at 1627 Cole Boulevard, Suite 200, Lakewood, CO 80401

(Here insert the name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and Liberty Mutual Insurance Company, a MA Corporation,

as Surety, hereinafter called Surety, are held and firmly bound unto Adams County

4430 South Adams County Parkway, Brighton, CO 80601. T: (720) 523-6817

as Obligee, hereinafter called Owner,

(Here insert the name and address or legal title of Owner)

for the use and benefit of Claimants as herein defined, in the amount of Five Million Three Hundred Thirty-eight Thousand Six Hundred Seventy Dollars And Sixty-nine Cents Dollars (\$5,338,670.69),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated March 28, 2018 entered into a contract with Owner for 2018 Adams County Street Paving Program. Project ID # 3055.7820, Adams County, Colorado

in accordance with the terms and conditions of said contract, which is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall promptly make payment to all Claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every Claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon.

3. No suit or action shall be commenced hereunder by any Claimant.

a) Unless Claimant, other than one having a direct Contract with the Principal, shall have given notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.

b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 29th day of March, 2018

Martin Marietta Materials, Inc.
1627 Cole Boulevard, Suite 200, Lakewood, CO 80401

By Todd Crump Principal
Todd Crump, Risk Manager



Liberty Mutual Insurance Company

By Rebeca L. Gómez Porras
Rebeca L. Gómez Porras Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7956090

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **Byron Creech; Todd Crump; Rebeca L. Gomez Porras; Kristy W. Kretzschmar**

all of the city of Raleigh, state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of December, 2017



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

On this 6th day of December, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 29th day of March, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call
1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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currency rate, interest rate or residual value guarantees.