

SECTION 00300

ADDENDUM #1 BID FORM

PROJECT: COLLINDALE GOLF COURSE CLUBHOUSE; Bid No. 5677

Place Fort Collins, Colorado

Date March 7, 2002

1. In compliance with your Invitation to Bid dated March 7, 2002, and subject to all conditions thereof, the undersigned Drabota Construction Co. a ** (Corporation, Limited Liability Company, Partnership, Joint Venture, or Sole Proprietor) ** authorized to do business in the State of Colorado hereby proposes to furnish and do everything required by the Contract Documents to which this refers for the construction of all items listed on the following Bid Schedule or Bid Schedules.
2. The undersigned Bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons Bidding for the same Work, and that it is made in pursuance of and subject to all the terms and conditions of the Invitation to Bid and Instructions to Bidders, the Agreement, the detailed Specifications, and the Drawings pertaining to the Work to be done, all of which have been examined by the undersigned.
3. Accompanying this Bid is a certified or cashier's check or standard Bid bond in the sum of Ten Million Dollars (\$ \$10,000,000.00) in accordance with the Invitation To Bid and Instructions to Bidders.
4. The undersigned Bidder agrees to execute the Agreement and a Performance Bond and a Payment Bond for the amount of the total of this Bid within fifteen (15) calendar days from the date when the written notice of the award of the contract is delivered to him at the address given on this Bid. The name and address of the corporate surety with which the Bidder proposes to furnish the specified performance and payment bonds is as follows: Employers Mutual Casualty Company
P.O. Box 441098, Aurora, CO 80044
5. All the various phases of Work enumerated in the Contract Documents with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the CONTRACTOR under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.
6. Payment for Work performed will be in accordance with the Bid Schedule or Bid Schedules subject to changes as provided in the Contract Documents.
7. The undersigned Bidder hereby acknowledges receipt of Addenda No. 1 through _____.

Drahota Construction Co.
CONTRACTOR

BY: Terry L. Drahota
✓

ADDRESS:

4700 Innovation Drive, Bldg. C
Fort Collins, CO 80525

8. BID SCHEDULE (Base Bid)

Lump Sum One Million Nine Hundred Twenty Four Thousand Dollars (\$ 1,994,000.00)

Alternate No. 1 \$ _____ Add \$ [2,500.00] Deduct \$ _____ No Chg.
For Substitution of ~~Quarry Tile~~, Sheet Vinyl.

Alternate No. 2 \$ _____ Add \$ [2,000.00] Deduct \$ _____ No Chg.
Substitute straight face units for County Manor style interlocking retaining wall.

9. PRICES

The foregoing prices shall include all labor, materials, transportation, shoring, removal, dewatering, overhead, profit, insurance, etc., to cover the complete Work in place of the several kinds called for.

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

RESPECTFULLY SUBMITTED:

Signature

March 7, 2002

Date

President/CEO

Title

B-91

License Number (If Applicable)

(Seal - if Bid is by corporation)

Attest: JoAnne T. Drahota

Address

4700 Innovation Dr., Bldg. C

Fort Collins, CO 80525

Telephone

(970) 204-0100

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SECTION 00400

SUPPLEMENTS TO BID FORMS

00410 Bid Bond

00420 Statement of Bidder's Qualifications

00430 Schedule of Subcontractors

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Drahota Construction Co.
2. Permanent main office address: 4700 Innovation Dr., Bldg. C, Fort Collins, CO
80525
3. When organized: 1973
4. If a corporation, where incorporated: July 31, 1979
5. How many years have you been engaged in the contracting business under your present firm or trade name? 23 years
6. Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.)
*Brookstone Apartments, Loveland, CO - \$1,828,931.00 - Completion 6-02
*Highlands Presbyterian Camp, Allens Park, CO - \$4,563,565.00 - Completion 8-02
*Sherick Dental Building, Loveland, CO - \$991,120.00 - Completion 4-02
*Christie Club, Steamboat Springs, CO - \$5,576,046.00 - Completion 10-02
7. General character of Work performed by your company:
General Contractor Services plus self perform rough & Finish Carpentry, Doors, frames, hardware, and common labor.
8. Have you ever failed to complete any Work awarded to you? No
If so, where and why? _____
9. Have you ever defaulted on a contract? No
If so, where and why? _____
10. Are you debarred by any government agency? No
If yes list agency name. _____

11. List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed, location and type of construction.
- * Centre Ave. Health & Rehab. Ctr. 70,000sf Acute Cure & Rehab. Facility for Columbine Health Systems, \$8.6 million - Completed 8-01
 - * Bank of Colorado - 15,000sf 2-Story Office Bldg., \$2.0 Million - Completed 4-01
 - * Boardwalk Office Bldg. - 14,500sf Office Bldg., \$1.5 Million - Completed 11-01
12. List your major equipment available for this contract.
- All terrain forklift; case skidsteers; Laser Levels; 2 ton dump truck
-
13. Experience in construction Work similar in importance to this project:
- * Ptmarnigan Country Club, Fort Collins, CO
 - * Fox Acres Country Club, Red Feathers Lakes, CO
 - * The Club at Storm Mountain Clubhouse, Steamboat Springs, CO
 - * Awapa Lodge at Storm Mountain Ranch, Steamboat Springs, CO
14. Background and experience of the principal members of your organization, including officers:
- See Attached resumes
-
15. Credit available: \$ 1,000,000.00 - One Million Dollars
16. Bank reference: Bank of Colorado
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER? Yes
-
18. Are you licensed as a General CONTRACTOR? Yes
 If yes, in what city, county and state? See attached What class, license and numbers? B-91
-
19. Do you anticipate subcontracting Work under this Contract? Yes
 If yes, what percent of total contract? 80%
 and to whom? Pending bidding review
-
20. Are any lawsuits pending against you or your firm at this time? NO
 If
 DETAIL yes,
-

21. What are the limits of your public liability? DETAIL

SEE ATTACHED

What company? Canal Insurance Co.

22. What are your company's bonding limitations? No limits established

23. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER in verification of the recital comprising this Statement of Bidder's Qualifications.

Dated at 2:00 pm this 7th day of March, 2002, 2002.

Drahota Construction Co
Name of Bidder
By: Terry L. Drahota

Title: President/CEO

State of Colorado

County of Larimer

Terry L. Drahota being duly sworn deposes and says that he is
President/CEO of Drahota Construction Co. and that
(name of organization)
the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 7th day of
March, 2002.

Patricia A. Williams
Notary Public
Patricia A. Williams

My commission expires 5-2-04

- | | | |
|-----|-----------------------------------|----------------------------|
| 18. | Fort Collins, Colorado | Greeley, Colorado |
| | Larimer County, Colorado | Weld County, Colorado |
| | Loveland, Colorado | Boulder, Colorado |
| | Longmont, Colorado | Aurora, Colorado |
| | City & County of Denver, Colorado | Littleton, Colorado |
| | Arapahoe County, Colorado | Jefferson County, Colorado |
| | Steamboat Springs, Colorado | Summit County, Colorado |
| | Vail, Colorado | St. Joseph, Missouri |
| | California State License | |

21. GENERAL LIABILITY: Certificate attached

Each occurrence	\$1,000,000.00
Fire Damage (any 1 fire)	100,000.00
Med Expenses (any 1 per.)	5,000.00
Personal/Adv. Injury	1,000,000.00
General Aggregate	2,000,000.00
Products-Comp/OP AGG	2,000,000.00

CONTRACT DOCUMENTS/SUPPLEMENTARY CONDITIONS: Addendum No. 1

2. Drahota Construction Co. will carry a Builders Risk Policy for the entire construction time.

SECTION 00510
NOTICE OF AWARD

Date: March 18, 2002

TO: Drahota Construction Company, Inc.

PROJECT: COLLINDALE GOLF COURSE CLUBHOUSE; BID NO. 5677

OWNER: CITY OF FORT COLLINS
(hereinafter referred to as "the OWNER")

You are hereby notified that your Bid dated March 7, 2002 for the above project has been considered. You are the apparent successful Bidder and have been awarded an Agreement for COLLINDALE GOLF COURSE CLUBHOUSE; BID NO. 5677.

The Price of your Agreement is One Million Nine Hundred Ninety-four Thousand Dollars (\$1,994,000.00).

Three (3) copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Four (4) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is by April 2, 2002.

1. You must deliver to the OWNER three (3) fully executed counterparts of the Agreement including all the Contract Documents. Each of the Contract Documents must bear your signature on the cover of the page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, General Conditions (Article 5.1) and Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully-signed counterpart of the Agreement with the Contract Documents attached.

City of Fort Collins
OWNER

By: _____
James B. O'Neill II, CPPO
Director of Purchasing and Risk Management
Title

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SECTION 00520

AGREEMENT

THIS AGREEMENT is dated as of the 18th day of March in the year of 2002 and shall be effective on the date this AGREEMENT is signed by the City.

The City of Fort Collins (hereinafter called OWNER) and
Drahota Construction Company(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is defined as the construction of a Golf Course Clubhouse containing gross floor area of 14,664 square feet. The basement of 7,204 square feet includes Cart Storage, Locker and Restrooms, Lobby, Electrical and Mechanical Room and Lounge. The first Floor of 7,460 square feet includes a Private Dining Room, Lounge/Dinning, Service Bar, Kitchen, Restrooms and Pro-Shop. The existing Building will be demolished and some selective Site Demolition. The Divisions of Work included are General Requirements, Site Construction, Concrete, Masonry, Metals, Wood and Plastics, Thermal and Moisture Protection, Doors and Windows, Finishes, Specialties, Equipment, Conveying Systems, Mechanical and Electrical.

ARTICLE 2. ENGINEER

The Project has been designed by Vaught-Frye Architects who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIMES

3.1 The Work shall be Substantially Complete within 217 days after the date when the Contract Times commence to run as provided in the General Conditions and completed and ready for Final Payment and Acceptance in accordance with the General Conditions within 230 days after the date when the Contract Times commence to run.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.

They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR
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agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER the amounts set forth hereafter.

- 1) Substantial Completion:
Five Hundred Dollars (\$500.00) for each calendar day or fraction thereof that expires after the two hundred and seventeen (217) calendar day period for Substantial Completion of the Work until the Work is Substantially Complete.
- 2) Final Acceptance:
After Substantial Completion, One Hundred Dollars (\$100.00) for each calendar day or fraction thereof that expires after the thirteen (13) calendar day period for Final Payment and Acceptance until the Work is ready for Final Payment and Acceptance.

ARTICLE 4. CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds as follows: (\$1,994,000.00), One Million Nine Hundred Ninety-four Thousand Dollars, in accordance with Section 00300, attached and incorporated herein by this reference.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. PROGRESS PAYMENTS. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in paragraph 2.6 of the General Conditions and in the case of Unit Price Work based on the number of units completed, and in accordance with the General Requirements concerning Unit Price Work.

5.1.1. Prior to Substantial Completion, progress payments will be in the amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. 90% of the value of Work completed until the Work has been 50% completed as determined by ENGINEER, when the retainage equals 5% of the Contract Price, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed. 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions) may be included in the application for payment.

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5.1.2. Upon Substantial Completion payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.7 of the General Conditions or as provided by law.

5.2. FINAL PAYMENT. Upon Final Completion and Acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

ARTICLE 6. CONTRACTOR'S REPRESENTATION

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

6.2. CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.2 of the General Conditions.

6.3. CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to or to supplement those referred to in paragraph 6.2 above) which pertain to the subsurface or physical condition at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

6.4. CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents, including specifically the provision of paragraph 4.3. of the General Conditions.

6.5. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and
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conditions of the Contract Documents.

6.6. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

7.1 The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work consist of the General Conditions, Supplementary Conditions, those items included in the definition of "Contract Documents" in Article 1.10 of the General Conditions, and such other items as are referenced in this Article 7, all of which are incorporated herein by this reference.

7.2 Forms for use by CONTRACTOR in performing the Work and related actions in carrying out the terms of this Agreement are deemed Contract Documents and incorporated herein by this reference, and include, but are not limited to, the following:

- 7.2.1 Certificate of Substantial Completion
- 7.2.2 Certificate of Final Acceptance
- 7.2.3 Lien Waiver Releases
- 7.2.4 Consent of Surety
- 7.2.5 Application for Exemption Certificate
- 7.2.6 Application for Payment

7.3 Drawings, consisting of a cover sheet and sheets with the following general title:

AC-Cover Sheet, Civil-C1, C2, 1, C3-C11, Landscape-L1-L3, Irrigation-1 of 4 - 4 of 4, Architectural-AS1.-AS.2, A1.0-A1.5, A2.1, A2.2, A3.1-A3.8, A4.0-A4.1, A5.1-A5.2, K-1,K-2, A6.1-A6.4, A7.1-A7.2, A8.1-A8.3, A9.1-A9.3, A10.1-A10.2, Structural-S1.0-S2.5, Mechanical and Plumbing-MP-0-MP0.2, M1.0-M3.1, P1.0-P3.1, FP1, Electrical-E0.1*E5.1.

The Contract Drawings shall be stamped "Final for Construction" and dated. Any revisions made shall be clearly identified and dated.

7.4. Addenda Numbers 1 to 1, inclusive.

7.5. The Contract Documents also include all written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

7.6. There are no Contract Documents other than those listed or incorporated by reference in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

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ARTICLE 8. MISCELLANEOUS

8.1. Terms used in this Agreement which are defined in Article I of the General Conditions shall have the meanings indicated in the General Conditions.

8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but not without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Document.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, Agreement and obligations contained in the Contract Document.

OWNER: CITY OF FORT COLLINS

CONTRACTOR: Drahota Construction Company

By: _____
JOHN F. FISCHBACH, CITY MANAGER

By: _____

BY: _____
JAMES B. O'NEILL II, CPPO, FNIGP
DIRECTOR OF PURCHASING
AND RISK MANAGEMENT

Title: _____

Date: _____

Date: _____

(CORPORATE SEAL)

Attest: _____
City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

P. O. Box 580

Fort Collins, CO 80522

LICENSE NO.: _____

Approved as to Form

Assistant City Attorney

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/19/02

PRODUCER
Flood & Peterson Insurance Inc
4821 Wheaton Drive
P O Box 270370
Fort Collins, CO 80527

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

INSURERS AFFORDING COVERAGE

INSURED
Drahota Construction Co., Inc
P.O. Box 272269
Fort Collins, CO 80527

INSURER A: Canal Insurance
INSURER B: Fireman's Fund Insurance, Co.
INSURER C: EMC Insurance Company
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI Ded: 1,000 <input checked="" type="checkbox"/> PD Ded: 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CGL013937	12/01/01	12/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$0	XEK00084828458	12/01/01	12/01/02	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	OTHER Equipment Leased/Rented	2C6223702	12/01/01	12/01/02	\$100,000 Limit per Item \$500 Deductible

COPY

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate holder is named as Additional Insured and Loss Payee, but only as respects the following: Leased/Rented Equipment

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE

[Signature]

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Drahota Construction Co. as Principal, and Employers Mutual Casualty Company as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as OWNER, in the sum of \$ 5% of total bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Fort Collins, Colorado the accompanying Bid and hereby made a part hereof to enter into a Construction Agreement for the construction of Fort Collins Project, COLLINDALE GOLF COURSE CLUBHOUSE; BID NO. 5677.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a BOND for his faithful performance of said Contract, and for 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 this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted by the OWNER.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 5th day of March, 2002, 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

Name: Drahota Construction Co.

Address: P.O. Box 272269

Fort Collins, CO 80522

By: [Signature]

Title: President

ATTEST:

By: [Signature]

(SEAL)

SURETY

Employers Mutual Casualty Company

P.O. Box 441098

Aurora, CO 80044

By: [Signature]

Title: Attorney-in-Fact

(SEAL)

EMC Insurance Companies

No. 469931

P.O. Box 712 • Des Moines, Iowa 50303

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Illinois Corporation

5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. The Hamilton Mutual Insurance Company, an Ohio Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CHRIS RICHMOND, RUSSELL MICHELS, DARLENE KRINGS, INDIVIDUALLY, FORT COLLINS, COLORADO

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2003 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 27th day of January, 2000

Bruce G. Kelley

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Jeffrey S. Birdsley

Jeffrey S. Birdsley, Assistant Secretary

Seals



On this 27th day of January AD 2000 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires September 30, 2003.

Rita Krums

Notary Public in and for the State of Iowa

CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on January 27, 2000 on behalf of Chris Richmond, Russell Michels, Darlene Krings are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 5th day of March, 2002

David L. Hixenbaugh

Vice-President

"For verification of the authenticity of the Power of Attorney you may call (515) 280-2689."