



**TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Tank 18 Blue Zone Transmission)**

THIS CONSTRUCTION CONTRACT (“Contract”) is made between the **TOWN OF CASTLE ROCK**, a Colorado municipal corporation (“Town”), 100 N. Wilcox Street, Castle Rock, Colorado 80104 and **REYNOLDS CONSTRUCTION LLC**, a Delaware corporation, 1775 East 69th Avenue, Denver, Colorado 80229 (“Contractor”).

In consideration of these mutual covenants and conditions, the Town and Contractor agree as follows:

SCOPE OF WORK The Contractor shall execute the entire Work described in the Contract.

CONTRACT The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, written or oral representations and agreements. The Contract incorporates the following Contract Documents. In resolving inconsistencies among two or more of the Contract Documents, precedence will be given in the same order as enumerated.

LIST OF CONTRACT DOCUMENTS

The Contract Documents, except for Modifications issued after execution of this Contract, are:

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. Town of Castle Rock Construction Contract General Conditions
5. Where applicable, Davis-Bacon Act Wage Determinations
6. The following Addenda, if any:

Number	Date
Addenda 1	July 8, 2022
Addenda 2	July 11, 2022
Addenda 3	July 13, 2022

7. Special Conditions of the Contract: N/A
8. The following Specifications: N/A
9. The following Drawings/Reports:
 - Tank 18 Blue Zone Transmission Pipeline Plans
 - Altitude Valve Vault Electrical Package
 - Ground Engineering Geotechnical Subsurface Exploration Program Tank 18 Blue Zone Transmission Pipeline Bedrock Depth Evaluation
10. Notice of Award;



11. Invitation to Bid;
12. Information and Instructions to Bidders;
13. Notice of Substantial Completion;
14. Notice of Construction Completion;
15. Proposal Forms, including Bid Schedules;
16. Performance, and Labor and Material Payment Bonds;
17. Performance Guarantee; and
18. Insurance Certificates.

CONTRACT PRICE. The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay **\$4,081,473.00** (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid attached as *Exhibit 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

COMPLETION OF WORK. The Contractor must begin work covered by the Contract within 10 calendar days from the date of the Notice to Proceed, and must complete work within 170 calendar days from and including the date of Notice to Proceed, according to the General Conditions.

LIQUIDATED DAMAGES. If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$500.00 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

The parties agree that, under all of the circumstances, the daily basis and the amount set for liquidated damages is a reasonable and equitable estimate of all the Town's actual damages for delay. The Town expends additional personnel effort in administering the Contract or portions of the Work that are not completed on time, and has the cost of field and office engineering, inspecting, and interest on financing and such efforts and the costs thereof are impossible to accurately compute. In addition, some, if not all, citizens of Castle Rock incur personal inconvenience and lose confidence in their government as a result of public projects or parts of them not being completed on time, and the impact and damages, certainly serious in monetary as well as other terms are impossible to measure.

SERVICE OF NOTICES. Notices to the Town are given if sent by registered or certified mail, postage prepaid, to the following address:

TOWN OF CASTLE ROCK
Town Attorney
100 N. Wilcox Street



Castle Rock, CO 80104

With a copy to: Legal@crgov.com

INSURANCE PROVISIONS. The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount. *Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 2.*

RESPONSIBILITY FOR DAMAGE CLAIMS. The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, from and in all suits, actions or claims of any character brought because of: any injuries or damage received or sustained by any person, persons or property because of operations for the Town under the Contract; including but not limited to claims or amounts recovered from any infringements of patent, trademark, or copyright; or pollution or environmental liability. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose. If no money is due, the Contractor's Surety may be held until such suits, actions, claims for injuries or damages have been settled. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that the Contractor and the Town are adequately protected by public liability and property damage insurance.

The Contractor also agrees to pay the Town all expenses, including attorney's fees, incurred to enforce this Responsibility for Damage Claim clause.

Nothing in the **INSURANCE PROVISIONS of the General Conditions** shall limit the Contractor's responsibility for payment of claims, liabilities, damages, fines, penalties, and costs resulting from its performance or nonperformance under the Contract.

STATUS OF CONTRACTOR. Contractor has completed the Affidavit of Independent Contractor Status, attached as *Exhibit 3*, and submitted same at the time of execution of this Agreement. The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

THIRD PARTY BENEFICIARIES. None of the terms or conditions in the Contract shall give or allow any claim, benefit, or right of action by any third person not a party to the Contract. Any person, except the Town or the Contractor, receiving services or benefits under the Contract is an incidental beneficiary only.

INTEGRATION. This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications,



express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

DEFINITIONS. The Definitions in the General Conditions apply to the entire Contract unless modified within a Contract Document.

Executed this _____ day of _____, 20__.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

CONTRACTOR:

REYNOLDS CONSTRUCTION LLC

By: _____

Title: _____



EXHIBIT 1

CONTRACTOR'S BID

BID PROPOSAL

PROJECT: Tank 18 Blue Zone Transmission Pipeline Project

1. In compliance with your Invitation to Bid, and subject to all conditions thereof, the undersigned:
Reynolds Construction, LLC

a Corporation incorporated in the State of Delaware

-OR- N/A, a partnership, / limited partnership, (select one), registered in the State of N/A, whose general partner(s) is/are

N/A

N/A

-OR-

a sole proprietor, whose trade name is N/A

in the Town of N/A, State of N/A, offers this Bid Proposal for the construction of all items listed at the prices shown on the following Bid Schedule. *(The attached Bid Schedule lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, extend each item, using the cost inserted in the unit column. Any total cost found inconsistent with the unit cost when the Bids are examined will be deemed in error and corrected to agree with the unit cost. Alternate Bids are optional.)*

2. The undersigned Bidder declares and stipulates that this Bid 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 subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

3. Accompanying this Bid is a Bid Guarantee for 5% of the total Bid amount according to the Invitation to Bids and Information and Instructions to Bidders.

4. The undersigned Bidder agrees to execute the Agreement for a Construction Contract, a Performance Bond and a Labor and Material Payment Bond within ten days from the date when the written Notice of Award is delivered at the address given on this Bid Proposal. The Performance Bond and Labor and Material Payment Bond shall each be for the amount of the total of this Bid and shall be from the same surety. The name and address of the corporate surety through which the Bidder proposes to furnish the specified Bonds is as follows:

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of forty-five (45) days.

6. All the various phases of work enumerated in the Contract with individual jobs and overhead, whether specifically mentioned or not, are included by implication or appurtenance in the Contract. The Contractor shall perform all the various phases of work under one of the items listed in the Bid Schedule, irrespective of whether it is named in the Schedule.

7. Payment for the Work performed will be according to the Bid Schedule, subject to changes as provided in the Contract.

8. The undersigned Bidder hereby acknowledges receipt of addenda numbers 1 through 2 .

Addenda No.	<u> 1 </u>	Date	<u> 7/8/22 </u>
Addenda No.	<u> 2 </u>	Date	<u> 7/11/22 </u>
Addenda No.	<u> 3 </u>	Date	<u> 7/13/22 </u>
Addenda No.	_____	Date	_____
Addenda No.	_____	Date	_____
Addenda No.	_____	Date	_____

RETURN BID TO: TOWN OF CASTLE ROCK
 CASTLE ROCK WATER
 175 Kellogg Court
 Castle Rock, CO 80109
 Attn: Matthew Hayes

The undersigned, being familiar with the existing conditions on the project area affecting the cost of the Work and the Contract Documents, and having verified the quantities and the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials, machinery, tools, appurtenances, equipment, supplies, and services, including utility and transportation service required to construct and complete the Project listed above, according to the Contract, within the time specified, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under the Contract of which this Bid is a part.

(The approximate quantities of Work to be completed in-place under the Contract are identified in the Bid Schedule and are for the purpose of comparing Bids. These quantities have been estimated and the quantities used are for the general information of the Bidder, representing the major items of the Work to be done. Minor details are not listed but shall be part of the complete Contract.)

9. The undersigned agrees to hold firm the Bid for forty-five (45) days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

CONTRACTOR: Reynolds Construction, LLC

BY: 

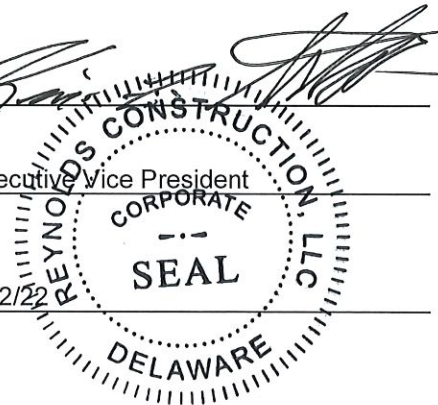
ADDRESS: 1775 E. 69th Avenue, Denver, CO 80229

TITLE: Executive Vice President

Attest:

SECRETARY: 
(if corporation)

DATE: 7/12/22



BID SCHEDULE

1. BASE BID – Bell Mountain Water Connection

	Description	Quantity	Units	Unit Price	Total Price
1	Mobilization	1	LS	24,373 ⁻	24,373 ⁻
2	Pothole tie-in	1	EA	2,900 ⁻	2,900 ⁻
3	Tie-in at Tank	1	EA	20,000 ⁻	20,000 ⁻
4	Tie-in at Castle Oaks	1	EA	15,000 ⁻	15,000 ⁻
5	Install 16" pipe	8200	LF	265 ⁻	2,173,000 ⁻
6	ARV	10	EA	24,000 ⁻	240,000 ⁻
7	Gate Valves	8	EA	18,000 ⁻	144,000 ⁻
8	Hydrant	9	EA	16,000 ⁻	144,000 ⁻
9	Altitude Valve Vault	1	LS	305,000 ⁻	305,000 ⁻
10	Depression no shown on plans	1	EA	14,000 ⁻	14,000 ⁻
11	Testing	1	LS	25,000 ⁻	25,000 ⁻
12	Sample Station	1	EA	19,000 ⁻	19,000 ⁻
13	Temporary Blow-off	2	EA	7,000 ⁻	14,000 ⁻
14	Road repair	1	LS	115,000 ⁻	115,000 ⁻
15	Traffic control	1	LS	21,000 ⁻	21,000 ⁻
16	Dewatering	1	LS	7,000 ⁻	7,000 ⁻
17	Rock Excavation	5000	CY	131 ⁻	655,000 ⁻
18	TESC	1	LS	94,000 ⁻	94,000 ⁻
19	ELECTRICAL & SCADA	1	LS	44,000 ⁻	44,000 ⁻
20	6" Thick Asphalt	65	SY	80 ⁻	5,200 ⁻

FOUR MILLION - EIGHTY ONE THOUSAND - FOUR HUNDRED

Total Base Bid in Words (Items 1 – 20)

SEVENTY THREE DOLLARS & NO/CENTS.

\$ 4,081,473⁻

Total Base Bid

BIDDER'S OFFICIALS DATA

Bidder's name Reynolds Construction, LLC

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)

Name Jeff Reynolds

Title Director

EIN _____

Home address _____

Town, State, Zip Port Orange, Florida

Other companies with whom this person has been affiliated in last 10 years _____

Please refer to attached Officers-Previous Affiliated Companies Last 10 Years.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

Name Les Archer

Title President

EIN _____

Home address _____

Town, State, Zip Greenville, Indiana

Other companies with whom this person has been affiliated in last 10 years _____

Please refer to attached Officers-Previous Affiliated Companies Last 10 Years.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

Name Kevin Strott

Title Executive Vice President

EIN _____

Home address _____

Town, State, Zip Castle Rock, Colorado

Other companies with whom this person has been affiliated in last 10 years _____

Please refer to attached Officers-Previous Affiliated Companies Last 10 Years.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

Name Kevin Shemwell

Title Executive Vice President

EIN _____

Home address _____

NO

Town, State, Zip Waleska, Georgia

Other companies with whom this person has been affiliated in last 10 years _____

Please refer to attached Officers-Previous Affiliated Companies Last 10 Years.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? No

BIDDER'S OFFICIALS DATA

Bidder's name Reynolds Construction, LLC

For each officer of a corporation, partner of a firm, or owner of a sole proprietorship, provide the following information: (Use additional sheets as necessary.)

Name Elizabeth L. Smith

Title Executive Vice President

EIN _____

Home address _____

Town, State, Zip Orleans, Indiana

Other companies with whom this person has been affiliated in last 10 years _____

Please refer to attached Officers-Previous Affiliated Companies Last 10 Years

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Name _____

Title _____

EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Name _____

Title _____

EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Name _____

Title _____

EIN _____

Home address _____

Town, State, Zip _____

Other companies with whom this person has been affiliated in last 10 years _____

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? _____

Officers-Previous Affiliated Companies Last 10 Years

Officers-Previous Affiliated Companies Last 10 Years			
First Name MI Last	Company	Position with Company	Dates of Employment
Jeff J. Reynolds	Reynolds Construction, LLC Layne Christensen Co. Layne Christensen Co. Reynolds, Inc. Reynolds, Inc.	Director COO Executive Vice President President Vice President	May 2017- Present Feb 2011- Jan 2013 Feb 2010- Jan 2011 2001-Jan 2010* 1982-2001
Les F. Archer, PE DBIA	Reynolds Construction, LLC Layne Heavy Civil, Inc. Layne Heavy Civil, Inc. Reynolds, Inc.	President President Vice President Vice President	May 2017- Present May 2014- April 2017* May 2012- April 2014* 2000- April 2012*
Kevin F. Strott	Reynolds Construction, LLC Reynolds Construction, LLC Layne Heavy Civil, Inc. Layne Heavy Civil, Inc. Reynolds, Inc. Reynolds, Inc.	Executive Vice President Vice President Vice President District Manager District Manager Project Manager	Oct 2018- Present May 2017-Sept 2018 July 2015- April 2017* May 2012-June 2015* 2010- April 2012* 2000-2010*
Kevin D. Shemwell	Reynolds Construction, LLC Reynolds Construction, LLC Layne Heavy Civil, Inc. Layne Heavy Civil, Inc. Reynolds, Inc.	Executive Vice President Vice President Vice President District Manager Project Manager	Oct 2018- Present May 2017- Sept 2018 Oct 2014- April 2017* May 2012- Sept 2014* Oct 2008-April 2012*
M. Paul Burton, DBIA	Reynolds Construction, LLC Reynolds Construction, LLC Layne Heavy Civil, Inc. Layne Heavy Civil, Inc. Reynolds, Inc. Reynolds, Inc. Reynolds, Inc. Reynolds, Inc.	Executive Vice President Vice President Vice President Division Manager Project Manager Estimator Foreman Laborer /Operator	Oct 2018- Present May 2017- Sept 2018 Oct 2014- April 2017* May 2012- Sept 2014* 2000-April 2012* 1998-2000 1994-1998 1984-1994
Elizabeth L. Smith	Reynolds Construction, LLC Reynolds Construction, LLC Layne Heavy Civil, Inc. Reynolds, Inc. Reynolds, Inc. Reynolds, Inc.	Executive Vice President Vice Pres. & Secretary Controller Controller Assistant Controller Accountant	Oct 2018- Present May 2017- Sept 2018 May 2012- April 2017* 1997- April 2012* 1995- 1997 1993-1995

*Reynolds, Inc merged with Layne Christensen Company in 2005, but continued operating as Reynolds, Inc until May 2012 and then assumed the name Layne Heavy Civil, Inc.

BID BOND

Reynolds Construction, LLC, 1775 East 69th Avenue, Denver, CO 80229

(insert the full name and address or legal title of the Contractor) as Principal,
and, Travelers Casualty and Surety Company of America

(insert the legal title of the Surety)
as Surety, a corporation organized under the laws of the State of Connecticut, and
authorized to transact business in the State of Colorado, with a general office at
One Tower Square, Hartford, CT 06183

are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of
Five Percent (5%) of the Amount Bid _____ DOLLARS,
in United States currency, for the payment of which amount the Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has
submitted the accompanying Bid dated July 13, 2022, for construction of the
Tank 18 Blue Zone Transmission Pipeline Project.

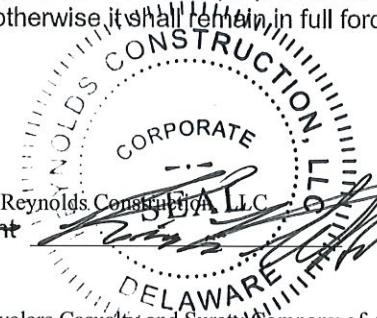
The Town requires, as a condition for receiving the Bid, that the Principal deposit with the Town a Bid
Guaranty, of at least five percent of the amount of the Bid, conditioned so that if the Principal fails to
execute the Agreement for Construction Contract, and furnish the required Bonds if the Principal is
awarded the Contract, that the sum be paid immediately to the Town, as liquidated damages and not as a
penalty, for the Principal's failure to perform.

If the Principal, within the specified period, executes the Agreement for Construction Contract with the
Town according to the Bid, as accepted, and furnishes a Performance Bond and a Labor and Material
Payment Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the
faithful performance and proper fulfillment of the Contract, or pays to the Town the proper amount of
liquidated damages, then this obligation shall be null and void; otherwise it shall remain in full force and
effect.

Executed this 13th day of July, 2022.

WITNESS 

PRINCIPAL Reynolds Construction, LLC
By its President 
EVP



WITNESS 
Elizabeth Dawson

SURETY Travelers Casualty and Surety Company of America

TITLE
BY: 
Its Attorney-in-fact William A. Kantlehner, III

I, William A. Kantlehner, III, certify that I am the
Attorney-in-Fact (title) of the Corporation named as Surety; that
_____, who signed the bond on behalf of the Principal, was
then _____ (title) of the Corporation; that I know his or her signature,
and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and
on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL) Signed: 
Title: William A. Kantlehner, III, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William A. Kantlehner III** of **LOUISVILLE**, **Kentucky**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

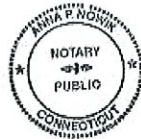
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **13th** day of **July**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)
) ss
County of)

Kevin F. Strott, Being duly sworn deposes and says that:
(Insert name)

- 1. He/She is the Executive Vice President (Title) of Reynolds Construction, LLC, the Bidder that has submitted the attached Bid;
- 2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract; and
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman, suppliers, including this affiant.

CONTRACTOR: Reynolds Construction, LLC

BY: [Signature]

ADDRESS: 1775 E. 69th Avenue, Denver, CO 80229

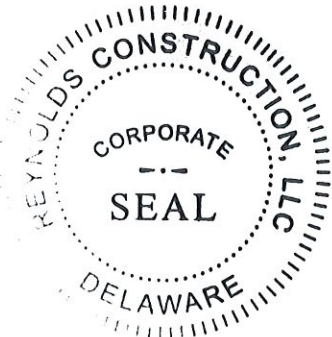
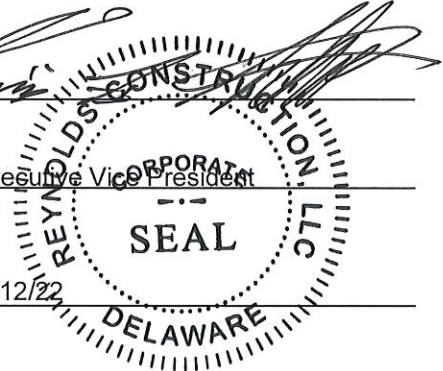
TITLE: Executive Vice President

Attest:

SECRETARY: [Signature]
(if corporation)

DATE: 7/12/22

(SEAL)



SUBCONTRACTORS AND RELATED DATA

For each Subcontractor to be utilized please provide the following information (use additional sheets as necessary):

Firm Name: RALPH MARTINEZ
Address: 7255 MARSHOBS ST., COMMERCIAL CITY, CO.
Proposed work and percentage of total work to be assigned: TRUCKING
Percentage 8.4 %

Firm Name: GRASMICK ELECTRIC
Address: 525 GILBERT ST., COSTILLA ROCK, CO.
Proposed work and percentage of total work to be assigned: ELECTRICAL
Percentage 0.5 %

Firm Name: EMR ENTERPRISES
Address: P.O. BOX 338, BENNETT, CO.
Proposed work and percentage of total work to be assigned: EROSION CONTROL/SOBBANKS
Percentage 1.2 %

Firm Name: WORK ZONE TRAFFIC CONTROL
Address: 515 N. CHESTER AVE., PUEBLO, CO.
Proposed work and percentage of total work to be assigned: TRAFFIC CONTROL
Percentage 0.2 %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Firm Name: _____
Address: _____
Proposed work and percentage of total work to be assigned: _____
Percentage _____ %

Total Percentage _____ %

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Reynolds Construction, LLC

is an entity formed or registered under the law of Delaware, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20161628336.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 07/08/2022 that have been posted, and by documents delivered to this office
electronically through 07/12/2022 @ 11:01:07.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 07/12/2022 @ 11:01:07 in accordance with applicable law.
This certificate is assigned Confirmation Number 14154807.



Jena Griswold

Secretary of State of the State of Colorado

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

C E R T I F I C A T E

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of March 17, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of March 17, 2022, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$20,000,000
Executive Vice President.....	\$10,000,000
Vice President.....	\$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

<u>Title</u>	<u>Amount</u>
President	\$10,000,000
Executive Vice President.....	\$5,000,000
Vice President.....	\$1,000,000
Group Manager.....	\$500,000
Project Manager.....	\$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed \$1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of March 17, 2022; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director	Scott E. Huber	— Vice President
Leslie F. Archer	— President	Timothy C. Wiley	— Vice President
Kevin F. Strott	— Executive Vice President	Joshua R. Vondersaar	— Vice President
Kevin D. Shemwell	— Executive Vice President	Eduardo Medina	— Vice President
Michael P. Burton	— Executive Vice President	Jeanie M. Lucas	— Assistant Secretary
Elizabeth L. Smith	— Executive Vice President and Secretary	David G. Schrettner	— Assistant Secretary
John R. Chase	— Vice President	Wendy C. Scudder	— Assistant Secretary
William R. Ryon	— Vice President	Jon D. Kinney	— Assistant Secretary
Randolph E. Tummers	— Vice President	Ira J. Davis	— Assistant Secretary
Adam K. Ralph	— Vice President	Stephanie A. Keffer	— Assistant Secretary
Jeffrey P. Berning	— Vice President	Patricia J. Tellez	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Southwest, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Indiana, LLC	Reynolds Lone Star Construction, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of Washington, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Construction of West Virginia, LLC
Reynolds Construction of Missouri, LLC	

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 17th day of March, 2022.


Elizabeth L. Smith – Executive Vice President and Secretary

Reynolds Construction, LLC
6225 N County Road 75 E Orleans, IN 47452



EXHIBIT 2

CONTRACTOR'S CERTIFICATE OF INSURANCE

EXHIBIT 3

TOWN OF CASTLE ROCK AFFIDAVIT OF INDEPENDENT CONTRACTOR STATUS

I, _____, an authorized representative of **REYNOLDS CONSTRUCTION LLC**, holding legal authority to sign this Affidavit declare under oath that I am 18 years or older and have the capacity to sign this Affidavit.

In accordance with Section 8-70-115, C.R.S., I certify the following:

- With respect to the Agreement, I represent and warrant that it is my express intention to be employed as an independent contractor of the Town of Castle Rock (the “Town”) for purposes of performing the work or services which are the subject of the Agreement. I understand and confirm that the Town reasonably relied on this intention in entering into the Agreement.
- The Town does not require I work exclusively for the Town, except that I may choose to work exclusively for the Town for a finite period of time specified in the document.
- The Town does not establish a quality standard for the work or services performed pursuant to the Agreement, except that the Town may provide plans and specifications regarding the work but cannot oversee the actual work or provide instruction as to how the work is performed.
- The Town does not pay a salary or hourly rate but rather a fixed or contract rate, as noted in the terms and conditions of the Agreement, and any Exhibits made part of the Agreement.
- The Town cannot terminate the work or services performed during the contract period unless otherwise agreed to in the terms and conditions of the Agreement.
- I am not provided with anything, if at all, more than minimal training from the Town.
- The Town does not provide me with tools or benefits for the performance of the work or services which are the subject of the Agreement, except materials and equipment may be supplied.
- The Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established in the Agreement.



- The Town does not pay me personally but rather makes checks payable to the trade or business name of the entirety for which I am employed and who is a party to the Agreement; and the Town does not combine their business operations in any way with the entity’s business, but instead maintains such operations as separate and distinct.
- I understand that if a professional license to practice a particular occupation under the laws of the State of Colorado requires the exercise of a supervisory function with regard to the work of services performed under this Agreement, such supervisory role shall not affect the independent contractor relationship with the Town.
- **I UNDERSTAND THAT I AM NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY ME OR THE ENTITY FOR WHICH I AM EMPLOYED.**
- **I UNDERSTAND THAT I AM OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON MONEYS PAID PURSUANT TO THE AGREEMENT.**

CONTRACTOR/CONSULTANT/VENDOR

REYNOLDS CONSTRUCTION LLC

By: _____

Name

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument as acknowledged before me this __ day of _____, 20__ by _____ as _____ of the above mentioned Contractor/Consultant/Vendor.

Witness my official hand and seal.

My commission expires:

Notary Public