



**SECOND AMENDMENT TO TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
(RWRWTC LAS CONVERSION PROJECT - CRW)**

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**THIS SECOND AMENDMENT TO TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT** (the “Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **TOWN OF CASTLE ROCK**, a home rule municipal corporation, 100 North Wilcox Street, Castle Rock, Colorado 80104 (the “Town”) and **GARNEY COMPANIES, INC.**, a Missouri corporation, whose local office address is 7911 Shaffer Parkway, Littleton, Colorado 80127 (the “Contractor”), and the (collectively, the Town and the Contractor are referred to as the “Parties” and each party may be referred to individually as a “Party”).

**RECITALS:**

- I. The Town and Contractor are parties to the Town of Castle Rock Construction Contract (RWRWTC and BMR LAS Conversion Project - CRW) dated July 1, 2025 (the “Contract”), which Contract was approved by the Town Council pursuant to Resolution No. 2025-078, as amended by the First Amendment to Town of Castle Rock Construction Contract (RWRWTC and BMR LAS Conversion Project - CRW) dated August 19, 2025 (the “First Amendment”), which First Amendment was approved by the Town Council pursuant to Resolution No. 2025-093. The Contract and the First Amendment are attached hereto as *Exhibit A-1*.
- II. The Parties wish to amend the Contract to incorporate the scope of work for the construction of liquid ammonium sulfate (LAS) chemical conversion projects at the Ray Waterman Regional Water Treatment Center (RWRWTC).
- III. The Parties further wish to amend the Contract to incorporate the Contractor’s proposal for Work Package Three and to increase the contract price for this additional work under Work Package Three by the amount of \$1,041,858.00.
- IV. The Parties wish to memorialize these changes in this Second Amendment. The Parties agree that there are no other changes being made to the Contract in this Second Amendment other than as set forth below.

**TERMS:**

1. **Amendment**. The Section of the Contract titled “SCOPE OF WORK” is amended to read as follows:

“**SCOPE OF WORK.** The Contractor shall execute the entire scope of work described in the Contract (“Work”), in accordance with *Exhibit 1* to the Contract, *Exhibit B* to the First Amendment, and *Exhibit B-1* to the Second Amendment, subject to any Modifications or Change Orders issued and approved after execution of the Contract, under the guidelines in the General Conditions. Contractor shall perform the Work for Work Package Three, as set forth in *Exhibit B-1* to the



Second Amendment, the Drawings and Specifications for Work Package Three, and the Contractor's Proposal for Work Package Three, attached as *Exhibit C-1* to the Second Amendment, all of which shall be a part of the Contract Documents."

2. **Amendment.** The Section of the Contract titled "LIST OF CONTRACT DOCUMENTS" is amended to read as follows:

**"LIST OF CONTRACT DOCUMENTS.**

The Contract Documents consist of this Contract and all documents to be added by Amendment to this Contract upon completion of the scoping, design and pricing of the Project. The work associated Contract Documents, Contractor's pricing as agreed to, and all other necessary components shall be added to this Contract by Amendment and shall become a fully enforceable part of this Contract.

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions of the Contract, attached as *Exhibit 2*
5. Where applicable, Davis-Bacon Act Wage Determinations
6. Special Conditions of the Contract, if applicable
7. Final Drawings (RWRWTF Chloramines\_Issued for Construction\_Drawings\_20250731) and Specifications (RWRWTF Chloramines\_Issued for Construction\_Specifications\_20250731)
8. Pricing Documents, including RWRWTF LAS IFB Drawings, RWRWTF LAS IFB Specifications, Addendum 1\_RWRWTF LAS, RWRWTC SCADA Portion (180997\_0\_SMPP5\_E\_R24 0522)
9. Notice of Substantial Completion
10. Notice of Construction Completion
11. Contractor's Proposal for Work Package One (Preconstruction Services), attached as *Exhibit 4*
12. Contractor's Proposal for Work Package Two, attached as *Exhibit C*
13. Contractor's Proposal for Work Package Three, attached as *Exhibit C-1*
14. Performance, and Labor and Material Payment Bonds
15. Performance Guarantee
16. Insurance Certificate, attached as *Exhibit 3* and updated Insurance Certificate attached as *Exhibit D-1*
17. Scope of Work general description, attached as *Exhibit 1, Exhibit B* and *Exhibit B-1*
18. Construction Schedule"

3. **Amendment.** The Section of the Contract titled "CONTRACT PRICE" is amended to read as follows:



**“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 **\$4,717,785.00** (“Contract Price”) to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price consists of \$941,122.00 for Work Package One, \$2,734,805.00 for Work Package Two and \$1,041,858.00 for Work Package Three.

The Contract Price is provisional based on the quantities contained in the Proposal attached as *Exhibit 4* to the Contract, the Proposal attached as *Exhibit C* to the First Amendment, and the Proposal attached as *Exhibit C-1* to the Second Amendment. 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.”

4. **Amendment.** The Section of the Contract titled “COMPLETION OF WORK” is amended to read as follows:

**“COMPLETION OF WORK.** Substantial Completion of the Work will be made as set forth in the Drawings and Specifications in each Work Package. Substantial Completion of the Work for Work Package One (Preconstruction Services), Work Package Two, and Work Package Three shall be made by or before May 29, 2026. Construction Completion of the Work will be made on or before the date set forth in each Work Package. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the Work is not completed by the Substantial Completion Date, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The General Conditions are attached hereto and incorporated herein as *Exhibit 2*.

5. **Ratification.** In all other respects, the Contract shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A-1 – CONTRACT AND FIRST AMENDMENT

EXHIBIT B-1 – SCOPE OF WORK FOR WORK PACKAGE THREE

EXHIBIT C-1 – CONTRACTOR’S PROPOSAL FOR WORK PACKAGE THREE

EXHIBIT D-1 – CONTRACTOR’S UPDATED CERTIFICATE OF INSURANCE



To evidence their assent to this Second Amendment and its exhibits, the Parties hereby execute and deliver this Second Amendment as of the Effective Date.

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

**GARNEY COMPANIES, INC.**

By: \_\_\_\_\_  
(Signature)  
Joel Heimback  
\_\_\_\_\_  
(Print Name)  
Its: Director  
\_\_\_\_\_  
(Title)



**EXHIBIT A-1**  
**AGREEMENT**

**RESOLUTION NO. 2025-093**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT WITH GARNEY COMPANIES, INC., FOR THE RWRWTC LAS CONVERSION PROJECT**

**WHEREAS**, the Town of Castle Rock, Colorado (the “Town”) and Garney Companies, Inc. (the “Contractor”) are parties to the Town of Castle Rock Construction Contract for the Ray Waterman Regional Water Treatment Center (“RWRWTC”) and Bell Mountain Ranch (“BMR”) LAS Conversion Project (the “Project”), which Agreement was approved by the Town Council pursuant to Resolution No. 2025-078 and executed July 1, 2025 (the “Agreement”), by which the Contractor agreed to undertake Work Package One for preconstruction services for the Project for a not-to-exceed amount of \$1,199,662.00; and

**WHEREAS**, the Town and the Contractor wish to amend the Agreement to remove from the scope of work the BMR-related portion of the Project and provide a credit of \$258,540.00 for the reduction in the scope of work to the contract price for Work Package One, resulting in a contract price of \$941,122.00 for Work Package One; and

**WHEREAS**, the Town and the Contractor further wish to amend the Agreement to incorporate Work Package Two as part of the scope of work for the Project, and to increase the contract price for this additional work under Work Package Two by the amount of \$2,734,805.00; and

**WHEREAS**, a Town-managed contingency in the amount of \$119,966.00 was previously authorized by Resolution No. 2025-078, and the Town hereby seeks authorization of an additional Town-managed contingency amount of \$273,480.00; and

**WHEREAS**, subject to Town Council’s approval of the updated scope of work and contract price, the Town and the Contractor have agreed to the terms and conditions governing the First Amendment to the Agreement (the “First Amendment”).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

**Section 1. Approval.** The First Amendment between the Town and the Contractor is hereby approved in substantially the same form as presented at tonight’s meeting, with such technical changes, additions, modifications, deletions, or amendments as the Town Manager may approve upon consultation with the Town Attorney. The Mayor and other proper Town officials are hereby authorized to execute the First Amendment and any technical amendments thereto by and on behalf of the Town.

**Section 2. Encumbrance and Authorization for Payment.** In order to meet the Town's financial obligations to cover the revised scope of work under the First Amendment, the Town Council authorizes the expenditure and payment in an amount not to exceed \$2,734,805.00, plus a Town-managed contingency in the amount of \$273,480.00, unless otherwise authorized in

writing by the Town. The total authorized payment under the Agreement and the First Amendment to the Agreement, including the total contingency in the amount of \$393,446.00, is \$4,069,373.00.

**PASSED, APPROVED AND ADOPTED** this 19th day of August, 2025, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading, by a vote of 7 for and 0 against.

DS

**ATTEST:**  
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the minutes of the Town Council of the Town of Castle Rock, Colorado.

*Lisa Anderson*  
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Lisa Anderson, Town Clerk



**TOWN OF CASTLE ROCK**

*Jason Gray*  
A7938A42E3A848A

Jason Gray, Mayor

**Approved as to form:**

*Mike Hyman*  
F7347F32A6794D1...

Michael J. Hyman, Town Attorney

**Approved as to content:**

*Mark Marlowe*  
FEA6D2E651B241D...

Mark Marlowe, Director of Castle Rock Water

PREVIOUSLY EXECUTED

CON-2025-0413



**FIRST AMENDMENT TO TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
(RWRWTC LAS CONVERSION PROJECT - CRW)**

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**DATE:** .August 19, 2025

**PARTIES:** **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**GARNEY COMPANIES, INC.**, a Missouri corporation, with a local address of 7911 Shaffer Parkway, Littleton, Colorado 80127 (“Contractor”).

**RECITALS:**

- I. The Town and Contractor are parties to the Town of Castle Rock Construction Contract (RWRWTC and BMR LAS Conversion Project - CRW) dated July 1, 2025 (the “Agreement”), which Agreement was approved by the Town Council pursuant to Resolution No. 2025-078. The Agreement is attached hereto as ***Exhibit A***.
- II. The Agreement approved Work Package One for preconstruction services for a not-to-exceed compensation amount of \$1,199,662.00. The Agreement originally included in its scope of work both the Ray Waterman Regional Water Treatment Center (“RWRWTC”) and Bell Mountain Ranch Water Treatment Plant (“BMR”). The Parties now desire to remove from the scope of work the BMR portion and provide a credit of \$258,540.00 for the reduction in the scope of work to the contract price for Work Package One, resulting in a contract price of \$941,122.00 for Work Package One.
- III. The RWRWTC LAS Conversion Project (the “Project”) will be completed in two Work Packages. The Parties desire to amend the Agreement to update Contractor’s scope of work to incorporate Work Package Two, remove from the scope of work the BMR portion of the Project, and to increase the contract price for this additional work under Work Package Two by the amount of \$2,734,805.00. The contract price for Work Packages One and Two total will accordingly be \$3,675,927.00.
- IV. The Town and Contractor wish to memorialize these changes in this First Amendment to the Agreement (“First Amendment”).

**TERMS:**

- 1. **Amendment.** The Section of the Agreement titled “SCOPE OF WORK” is amended to read as follows:

**“SCOPE OF WORK.** The Contractor shall execute the entire scope of work described in the Contract (“Work”), in accordance with ***Exhibit 1*** to the Contract and ***Exhibit B*** to the First Amendment, subject to any Modifications or Change Orders issued and approved after execution of the Contract, under the guidelines in



the General Conditions. Contractor shall perform the Work for Work Package Two, as set forth in **Exhibit B** to the First Amendment, the Drawings and Specifications for Work Package Two, and the Proposal for Work Package Two, attached as **Exhibit C** to the First Amendment, all of which shall be a part of the Contract Documents.”

2. **Amendment.** The Section of the Agreement titled “LIST OF CONTRACT DOCUMENTS” is amended to read as follows:

**“LIST OF CONTRACT DOCUMENTS.**

The Contract Documents consist of this Agreement and all documents to be added by Amendment to this Agreement upon completion of the scoping, design and pricing of the Project. The work associated Contract Documents, Contractor’s pricing as agreed to, and all other necessary components shall be added to this Agreement by Amendment and shall become a fully enforceable part of this Agreement.

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions of the Contract, attached as **Exhibit 2**
5. Where applicable, Davis-Bacon Act Wage Determinations
6. Special Conditions of the Contract, if applicable
7. Final Drawings (RWRWTF Chloramines\_Issued for Construction\_Drawings\_20250731) and Specifications (RWRWTF Chloramines\_Issued for Construction\_Specifications\_20250731)
8. Pricing Documents, including RWRWTF LAS IFB Drawings, RWRWTF LAS IFB Specifications, Addendum 1\_RWRWTF LAS, RWRWTF SCADA Portion (180997\_0\_SMPP5\_E\_R24 0522)
9. Notice of Substantial Completion
10. Notice of Construction Completion
11. Contractor’s Proposal for Work Package One (Preconstruction Services), attached as **Exhibit 4**
12. Contractor’s Proposal for Work Package Two, attached as **Exhibit C**
13. Performance, and Labor and Material Payment Bonds
14. Performance Guarantee
15. Insurance Certificate, attached as **Exhibit 3**
16. Scope of Work general description, attached as **Exhibit 1** and **Exhibit B**
17. Construction Schedule”

3. **Amendment.** The Section of the Agreement titled “CONTRACT PRICE” is amended to read as follows:

**“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 **\$3,675,927.00** (“Contract Price”) to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is for Work Packages One and Two, consisting of \$941,122.00 for Work Package One and \$2,734,805.00 for Work Package Two.

The Contract Price is provisional based on the quantities contained in the Proposal attached as **Exhibit 4** to the Contract and the Proposal attached as **Exhibit C** to the First Amendment. 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.”

4. **Amendment.** The Section of the Agreement titled “COMPLETION OF WORK” is amended to read as follows:

**“COMPLETION OF WORK.** Substantial Completion of the Work will be made as set forth in the Drawings and Specifications in each Work Package. Substantial Completion of the Work for Work Package One (Preconstruction Services) and Work Package Two shall be made by or before April 30, 2026. Construction Completion of the Work will be made on or before the date set forth in each Work Package. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the Work is not completed by the Substantial Completion Date, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The General Conditions are attached hereto and incorporated herein as **Exhibit 2**.

5. **Ratification.** In all other respects, the Agreement shall remain in full force and effect.

**ATTACHED EXHIBITS:**

EXHIBIT A – Agreement

EXHIBIT B – Updated Scope of Work

EXHIBIT C – Contractor’s Proposal for Work Package Two

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CON-2025-0413

DS



ATTEST: DocuSigned by:

*Lisa Anderson*

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Lisa Anderson, Town Clerk



TOWN OF CASTLE ROCK DocuSigned by:

*Jason Gray*

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Jason Gray, Mayor

Approved as to form: Signed by:

*Kaitlin Parker*

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Kaitlin Parker, Assistant Town Attorney

Approved as to content: Signed by:

*Mark Marlowe*

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Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

**GARNEY COMPANIES, INC.**

By:

*Michael Joel Heimback*  
(Signature)

Michael Joel Heimback  
(Print Name)

Its:

Director - Plant West  
(Title)

PREVIOUSLY EXECUTED



**EXHIBIT A**  
**AGREEMENT**

PREVIOUSLY EXECUTED

CON-2025-0350



**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
( RWRWTC AND BMR LAS CONVERSION PROJECT - CRW )**

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**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 **GARNEY COMPANIES, INC.**, a Missouri corporation, with a local address of 7911 Shaffer Parkway, Littleton, CO 80127 (“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 scope of work described in the Contract, including but not limited to **Exhibit 1** (“Work”).

**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 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 consist of this Contract and all documents to be added by Amendment to this Contract upon completion of the scoping, design and pricing of the Project. The work associated Contract Documents, Contractor’s pricing as agreed to, and all other necessary components shall be added to this Contract by Amendment and shall become a fully enforceable part of this Contract.

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions of the Contract, attached as **Exhibit 2**
5. Where applicable, Davis-Bacon Act Wage Determinations
6. Special Conditions of the Contract, if applicable
7. Final Drawings and Specifications
8. Pricing Documents, including RWRWTF LAS IFB Drawings, RWRWTF LAS IFB Specifications, Addendum 1\_RWRWTF LAS, RWRWTC SCADA Portion (180997\_0\_SMPP5\_E\_R24\_0522), BELL MOUNTAIN RANCH DRAWINGS IFC, BELL MOUNTAIN RANCH SPECIFICATIONS IFC
9. Notice of Substantial Completion
10. Notice of Construction Completion
11. Contractor’s Proposal for Work Package One (Preconstruction Services), attached as **Exhibit 4**
12. Contractor’s Proposal for Work Package Two
13. Performance, and Labor and Material Payment Bonds
14. Performance Guarantee
15. Insurance Certificate, attached as **Exhibit 3**
16. Scope of Work general description, attached as **Exhibit 1**
17. Construction Schedule



CON-2025-0350

**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 **\$1,199,662.00** ("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 Proposal attached as *Exhibit 4*.

The Contract Price is currently for Work Package One only. Contractor acknowledges and agrees that this Contract does not commit the Town to proceed with Work Package Two under this Contract.

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.** Substantial Completion of the Work will be made as set forth in the Drawings and Specifications in each Work Package. Substantial Completion of the Work for Work Package One (Preconstruction Services) shall be made by or before **April 30, 2026**. Construction Completion of the Work will be made on or before the date set forth in each Work Package. The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the Work is not completed by the Substantial Completion Date, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions; the General Conditions are attached hereto and incorporated herein as *Exhibit 2*.

**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 \$1,000.00 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. Liquidated damages shall apply to completion of WP#2 only.

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 TO TOWN.** 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](mailto:Legal@crgov.com)

CON-2025-0350



**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. *The Certificate of Insurance ("COI") must be submitted along with the executed contract as Exhibit 3.*

**RESPONSIBILITY FOR DAMAGE CLAIMS.** See Article 6 of the General Conditions in *Exhibit 2.*

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

**AMERICANS WITH DISABILITIES ACT.** Contractor agrees to ensure that any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract, to include website design services, will comply with all requirements of Title II of the Americans with Disabilities Act and, where applicable, Section 504 of the Rehabilitation Act, the Architectural Barriers Act, and the Colorado Anti-Discrimination Act. To the extent any deliverables, work, services, or equipment developed, designed, constructed or produced pursuant to this Contract fail to comply with the requirements of this Section, Contractor shall indemnify the Town in accordance with the terms of this Contract and, at the Town's option, shall re-visit, re-construct, or similar, the non-compliant deliverable, work, service, or equipment, or reimburse the Town for the cost associated with bringing the non-compliant deliverable, work, service or equipment into compliance.

**NO DISCRIMINATION IN EMPLOYMENT.** The Town is a governmental agency and, therefore, in connection with the performance of Work or Services under this Contract, Contractor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability, or any other protected class under Federal or State law; and Contractor shall insert the foregoing provision in any subcontracts hereunder.

CON-2025-0350



**TITLE VI COMPLIANCE.** To the extent applicable, Contractor shall ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., as amended, which prohibits the exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin.

**ADVERTISING AND PUBLIC DISCLOSURE.** Contractor shall not include any reference to this Contract or goods or services provided pursuant to this Contract in any of Contractor’s advertising or public relations materials without first obtaining the written approval of the Town. Nothing herein, however, shall preclude the transmittal of any information to officials of the Town, including without limitation, the Town Attorney, Town Manager, and the Town Council.

**VENUE, CHOICE OF LAW AND DISPUTES.** Venue for all legal actions shall lie in the District Court in and for the County of Douglas, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code, rules, regulations, Executive Orders, and fiscal rules of the Town.

**AUTHORITY.** The individuals executing this Contract represent that they are expressly authorized to enter into this Contract on behalf of the Town and the Contractor and bind their respective entities. This Contract is executed and made effective as provided herein.

**LICENSES/TAXES.** Contractor affirms it is licensed to do business in the State of Colorado and is in good standing. Further, Contractor shall be solely responsible for paying all applicable taxes associated with or rising out of this Contract.

**CONFIDENTIALITY.** Contractor agrees that it shall treat as confidential all information provided by the Town regarding the Town’s business and operations. All confidential information provided by the Town hereto shall be used by Contractor solely for the purposes of rendering services or work pursuant to this Contract and, except as may be required in carrying out the terms of this Contract, shall not be disclosed to any third party without the prior consent of the Town. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

**ATTACHED EXHIBITS:**

EXHIBIT 1 – SCOPE OF WORK

EXHIBIT 2 – TOWN OF CASTLE ROCK CONSTRUCTION CONTRACT GENERAL CONDITIONS

EXHIBIT 3 – CONTRACTOR’S CERTIFICATE OF INSURANCE

EXHIBIT 4 – CONTRACTOR’S PROPOSAL

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CON-2025-0350



Executed this 1st day of July, 2025.  
DS

Approved by:

*Lisa Anderson*

298A8A4EDEF34AF

Lisa Anderson, Town Clerk



Approved by: TOWN OF CASTLE ROCK

*Jason Gray*

A7938A42F3A848A

Jason Gray, Mayor

Approved as to form:

*Kaitlin Parker*

4B4400493EA3464

Kaitlin Parker, Assistant Town Attorney

Approved as to content:

*Mark Marlowe*

FFA6D2E651B241D

Mark Marlowe, Director of Castle Rock Water

**CONTRACTOR:**

**GARNEY COMPANIES, INC.**

By:

*Joel Heimbeck*  
\_\_\_\_\_  
(Signature)

Joel Heimbeck  
\_\_\_\_\_  
(Print Name)

Its:

Director  
\_\_\_\_\_  
(Title)

PREVIOUSLY EXECUTED

## EXHIBIT 1

### SCOPE OF WORK

The Ray Waterman Regional Water Treatment Center (“RWRWTC”) and Bell Mountain Ranch (“BMR”) LAS Conversion Project (the “Project”) will include upgrades of chemical feed systems at both facilities. The RWRWTC portion of the Project will also include a new vault with chemical injections to modify the location of conversion of free chlorine to chloramines within the treatment plant, addition of a red zone pressure reducing valve (“PRV”) vault, and upgrades of instrumentation and SCADA systems that tie into the chemical building at the facility.

The Project is intended be completed in two Work Packages. During Work Package One, Contractor will work with the Town and the Town’s Design Consultant for the Project (as identified by the Town) to ensure that construction fits within the budget, and will provide Preconstruction Services including but not limited to: procurement of long lead equipment while final design is being completed. Long lead equipment includes instrumentation, control panels, chemical storage tanks, chemical metering pumps, chemical feed panels, sampling panels, static mixer and sampling panels.

Each of the two Work Packages shall provide for the Work described in the Drawings and Specifications for that Work Package, all of which shall be part of the Contract Documents. If the Town elects to so proceed, Work Package Two will be added to this Contract via an Amendment to the Contract, and the Contract Price will be amended to account for Work Package Two.

1. Work Package One (WP#1) for Preconstruction Services includes procurement of long lead equipment.
2. Work Package Two (WP#2) includes the balance of the Project.

The Contractor shall perform the Work in a good and workmanlike manner. The Work shall include, in addition to the Work expressly described in the Contract Documents, any and all work reasonably inferable by Contractor from the Contract Documents. Contractor shall exercise reasonable diligence and critical judgement in the review of all information, reports, surveys, drawings, and tests pertaining to the Work or the Project prior to proceeding with any work or activity based upon the same. Contractor is expected to be reasonably familiar with local building codes and requirements, and to bring to the attention of the Town’s Design Consultant for the Project any discrepancy or compliance issue Contractor suspects or becomes aware of during the course of the Project.

**EXHIBIT 2****TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT GENERAL CONDITIONS**

**SCOPE:** Since the General Conditions are general, some conditions may not apply to a particular Project.

**Article 1--DEFINITIONS AND ABBREVIATIONS**

- 1.1 Whenever used in the Bidding Documents and Contract Documents, the following terms shall have the following meanings, applicable to both the singular and plural:
- 1.0.1 **Addenda:** Written changes to the Bidding Documents issued at least two days before the Opening of Bids which modify or interpret the Contract or changes the date set for the Opening of Bids.
  - 1.0.2 **Alternate Bid:** An Alternate Bid is an amount stated in the Bid added to or deducted from the base amount of the Bid when the Town accepts a corresponding change in project scope, materials or method of construction described in the Contract.
  - 1.0.3 **Bid:** The proposal the Bidder submits on the prescribed Bid Forms stating the prices for the Work to be performed.
  - 1.0.4 **Bid Forms:** The Bid Proposal, Bid Bond, Bid Schedule, Bidder's Qualifications and Data, Bidder's Officials Data, Non-Collusion Affidavit of Prime Bidder, and Subcontractors and Related Data.
  - 1.0.5 **Bidder:** The person, partnership, or corporation submitting a Proposal for the performance of the Work covered by the Contract.
  - 1.0.6 **Bidding Documents:** The Invitation to Bid, Bid Forms, Information and Instructions to Bidders, Specifications, Drawings, Sample Forms, Special and General Conditions and Addenda (if any).
  - 1.0.7 **Bonds:** Bid Bonds, Performance, and Labor and Material Payment Bonds or other instruments of security, furnished by the Contractor and its Surety according to the Contract.
  - 1.0.8 **Change Order:** A written modification of the Contract, issued after award to the Contractor, authorizing an addition, deletion or revision in the Work within the general scope of the Contract or authorizing an adjustment in the Contract Price or Contract Time, mutually agreed upon between the Town and the Contractor. Change Order Work shall be accounted for in the same manner as all other items of Work contained in the applicable Work Package.
  - 1.0.9 **Claim:** A written demand for payment of money, extension of time, or other relief allowed by this Contract.
  - 1.0.10 **Completion Date:** The date the Contract specifies the Work is to be completed.

1.1.11 **Construction Completion:** Construction Completion of the Work occurs following Substantial Completion and when the Contractor has completed the Work in accordance with the Contract Documents, including completion of all punch lists and cleanup work, and the Contractor has submitted to the Owner:

- (a) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
- (b) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect;
- (c) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (d) consent of surety, if any, to final payment;
- (e) all operating and maintenance manuals;
- (f) identification lists of all materials and equipment;
- (g) inspection Certificates;
- (h) record documents;
- (i) demonstration by the Contractor to the Owner concerning the proper operation and maintenance of all equipment;
- (j) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and
- (k) if required by the Contract Documents, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

1.0.12 **Contract:** The Construction Contract consisting of the Agreement for a Construction Contract and the incorporated Contract Documents.

1.0.13 **Contract Coordinator:** The authorized representative of the Town designated to act for the Town in processing the Award of Contracts, maintaining centralized official Contract documentation, providing administrative liaison/coordination, legal liaison/coordination via Town Attorney, and processing of Contract Payment authorizations as approved by the Project Manager.

1.0.14 **Contract Documents:** All the documents expressly incorporated into the Contract by the Agreement for Construction Contract, including but not limited to Addenda, Bid Forms, Change Orders, Town Project Final Acceptance, Drawings, General Conditions, Information and Instruction to Bidders, Insurance Certificates, Invitation to Bid, Notice of Award, Notice of Construction Completion, Notice to Proceed, Notice of Substantial Completion, Performance and Labor and Material Payment Bonds, Special Conditions, Supplemental Drawings and Schedules, Technical Specifications, and Work Packages.

No one part of the Contract Documents shall constitute the Contract, but the whole taken together shall be the Contract between the parties.

- 1.0.15 **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract.
- 1.0.16 **Contract Time:** The number of days stated in the Contract for the completion of the Project.
- 1.0.17 **Contractor:** The person, company, firm or corporation contracting with the Town to construct, erect, alter, install or repair any work or construction project.
- 1.0.18 **Date of Contract:** The execution date in the Agreement for a Construction Contract.
- 1.0.19 **Day:** A calendar day of twenty-four hours each.
- 1.1.20 **Defective:** Work and/or Materials that are unsatisfactory, faulty or deficient, do not conform to the Contract Documents, do not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or have been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner in accordance with this Contract).
- 1.0.21 **Drawings:** The part of the Contract prepared or approved by the Project Manager showing the characteristics and scope of the Work to be performed.
- 1.0.22 **Field Order:** A written order directing a change in the Project issued by the Project Manager to the Contractor during construction based on an emergent need and for no more than 5% of the Project Contingency, so long as within the Project Manager's signing authority. Field Orders shall be routed for appropriate Town-wide signatures within thirty days of execution of such Field Order for formal incorporation into the Contract.
- 1.0.23 **Inspector:** The Town's authorized representative assigned to make detailed inspection of the Work performed by the Contractor.
- 1.1.24 **Milestone:** A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.0.25 **Notice of Award:** The written notice of the acceptance of the Bid from the Town to the successful Bidder.
- 1.0.26 **Notice of Construction Completion:** The written acknowledgment that construction is complete which starts the warranty period.
- 1.0.27 **Notice of Final Acceptance:** The written acceptance of Work performed under the Contract, following satisfactory conclusion of the warranty period.
- 1.0.28 **Notice to Proceed:** The written notice by the Town to the Contractor authorizing it to proceed with the Work which establishes the Contract commencement and Contract Coordinators.

- 1.0.29 **Notice of Substantial Completion:** The written notice of the date, as certified by the Project Manager, when the Project or a specified part is sufficiently completed, according to the Contract, so the Project or specified part can be used for the intended purposes.
- 1.0.30 **Owner.** The Town; see Section 1.1.42.
- 1.1.31 **Owner's Design Consultant:** The person, firm or corporation retained by Owner to provide engineering services as Owner's independent professional associate or consultant for the Work.
- 1.0.32 **Project:** The undertaking to be performed as provided in the Contract.
- 1.0.33 **Project Manager:** The authorized representative of the Town, known as the Project Manager, assigned to the Project to ensure that all Work is performed according to the terms and conditions of the Contract. Also see Article 10, "Project Manager's Responsibilities."
- 1.0.34 **Shop Drawings:** All Drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, Supplier or distributor which illustrate how specific portions of the Work will be fabricated or installed.
- 1.0.35 **Special Conditions:** Additions to the General Conditions containing instructions and conditions peculiar to an individual Project.
- 1.0.36 **Specifications:** A part of the Contract Documents consisting of written technical description of materials, equipment, construction systems, standards, and workmanship.
- 1.1.37 **Subcontract:** A contract between a Contractor and a Subcontractor.
- 1.0.38 **Subcontractor:** Any person, company, firm or corporation, having a subcontract with the Contractor to furnish and perform on-site labor, with or without furnishing materials for the project.
- 1.1.39 **Substantial Completion:** Substantial completion occurs when the Work (or a specified part thereof) has progressed to the point that it can be utilized for the purposes for which it is intended, as further specified in Article 14. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. A certificate of occupancy alone is not evidence of Substantial Completion.

Substantial Completion for the Project is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide the Owner the full time, uninterrupted, continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of the Owner's Design Consultant in accordance with the requirements of the Specifications; and (iii) all inspections required have been completed and identified conditions corrected.

Specific items of Work, which shall be completed prior to declaration of Substantial Completion date includes, but are not limited to the following:

- (a) Correction of all state, local, and other regulatory agencies defective work lists.

- (b) Operation and maintenance manuals have been received and approved by the Owner including, but not necessarily limited to, the following:
  - (i) Contractor's redline mark-ups to Owner's Design Consultant.
  - (ii) Operation and maintenance manuals, including service and maintenance agreements.
  - (iii) Equipment and data forms.
- (c) All special accessories have been provided that are required to place each item of equipment in full operation. These special accessory items include, but are not limited to, specified spare parts, valve operators, and other expendable items required for startup and operation of the operating facilities or systems as a whole.
- (d) All additional warranty or insurance coverage requirements have been provided.
- (e) All safety features are completed.
- (f) Any and all required occupancy permits have been issued by any governmental entity having jurisdiction.

Owner occupancy and use of substantially completed Work does not constitute final acceptance by the Owner of such Work.

- 1.0.40 **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- 1.0.41 **Surety:** The entity which is bound with and for the Contractor for the Performance of the Work and for the Labor and Material Bond.
- 1.1.42 **Town:** The Town of Castle Rock, in the State of Colorado, acting by and through its Mayor, Town Council, Town Manager, or other authorized representative.
- 1.0.43 **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials or services as described in the Contract.
- 1.1.44 **Unit Price Work:** Work to be paid for on the basis of unit prices.
- 1.1.45 **Warranty Work:** Work that is not in conformance with the Contract Documents. This includes Work that is defective.
- 1.0.46 **Work:** The construction and services required by the Contract, whether completed or partially completed, including all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may be the whole or a part of the Project.
- 1.1.47 **Work Package:** The set of documents, including Drawings and Specifications, describing a phase of the total Work.

1.1.48 **Written Amendment:** A change to the Contract Documents that is signed by Owner and Contractor on or after the Effective Date of the Contract and normally addresses non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents. A Written Amendment may also add Work to the scope of the Contract.

1.1 **Abbreviations:** When the following abbreviations appear in the documents, they are defined as follows:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
CDOT	Colorado Department of Transportation
EPA	Environmental Protection Agency
MUTCD	Manual on Uniform Traffic Control Devices
OSHA	Occupational Safety & Health Administration
WW-P	Federal Specifications Prefix

## **Article 2--PRELIMINARY MATTER**

2.1 **Notice to Proceed:** Following the execution of the Contract by the Parties, the Project Manager will give the Contractor written Notice to Proceed with the Work. The Contractor shall begin and continue the Work regularly and without interruption (unless otherwise directed in writing by the Project Manager) with the force necessary to complete the Work within the time stated in the Contract.

2.2 **Contractor's Understanding:** The Contractor agrees that, by careful examination, it is satisfied as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of equipment and facilities needed before beginning and for the Project, the general and local conditions, and all other matters, which can in any way affect the Work under the Contract. No oral agreement with any officer, agent or employee of the Town either before or after the execution of the Contract shall affect or change any of the terms or obligations contained in the Contract.

2.3 **Contractor's Warranty:** The Contractor warrants that it has the knowledge, ability, experience, and expertise to perform the Work competently. The Contractor warrants the capacity of the Contractor's construction plant, personnel, and its ability to complete the Project within the allotted time.

2.4 **Contractor's License and Permits:** Contractor, or if applicable Subcontractor, shall be responsible for applying for, and obtaining all Town, County, State and/or Federal licenses and permits required to do the Work. Contractor will not be required to pay for Town permits, with the exception of the Temporary Erosion and Sediment Control (TESC) permit. All TESC permit fees must be paid by Contractor or Subcontractor as a condition to issuance of such TESC Permit.

## 2.5 Schedules, Reports, and Records

- 2.5.1 Before beginning construction, the Contractor shall submit to the Project Manager a Construction Progress Schedule, on a form approved by the Project Manager, showing all Work the Contractor and all Subcontractors will perform. The Project Manager may require the Contractor to substitute a Critical Path Method schedule (CPM), or bar graph type schedule. The Special Conditions will state when a CPM network schedule is required.
- 2.5.2 The schedule shall be in enough detail for the Project Manager to readily determine the Work to be performed each day. When requested by the Project Manager, the Contractor shall update the schedule.
- 2.5.3 Before beginning construction, the Contractor shall give the Project Manager the dates it expects to submit Shop Drawings, manufacturers' details, catalog cuts or other required special detail Drawings and also the dates of beginning manufacture, testing, delivery and installation of special equipment and materials.

- 2.6 **Contractor's Address:** The address in the Bid Proposal is designated as the place to which all communications to the Contractor will be delivered or mailed. The delivery at the listed address, in person or by certified mail, of any notice, letter or other communication to the Contractor, is adequate service upon the Contractor, and the date of the service is the date of delivery.

## 2.7 Notification of Utility Owners

- 2.7.3 The Contractor shall cooperate with Utility Owners to mitigate damage whenever the Contractor's work affects their utilities.
- 2.7.4 The Contractor shall not excavate without first notifying the owners, operators or association of owners and operators having underground facilities in the area of such excavation. Notice may be given in person, by telephone or in writing. Notice to an association is notice to each member of the association.
- 2.7.5 Contractor shall give notice of the commencement, extent, and duration of the excavation work at least two business days before beginning Work.
- 2.7.6 If the Project affects fences, landscaping, mailboxes, driveways and other improvements, the Contractor shall notify the affected property owners or occupants IN WRITING at least two business days before beginning Work. The Contractor shall cooperate with the owners or occupants to reduce inconvenience where reasonably possible.

## 2.8 Department of Revenue Forms

- 2.8.1 It is the responsibility of the Contractor to apply for a Colorado State Sales and Use Tax Exemption Certificate from the State Dept. of Revenue and to use it when purchasing materials or supplies in connection with the Project.
- 2.8.2 The Town's Tax Exemption Numbers are to be used only when obtaining the Contractor's own Tax Exemption Certificate for each specific Town project:
- a. Federal Tax Exemption Number: 84-6000640

b. State of Colorado Tax Exemption Number: 98-05820-0000

2.9 **Phased Construction:** The Project will be designed and constructed in two Work Packages. The Contractor will work with the Owner and Owner's Design Consultant in preparing a detailed description of the Work to be included in each Work Package and all documents appurtenant thereto, including Drawings and Specifications. The Contractor shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues in preparing these documents for each Work Package.

## 2.10 Representations

2.10.1 The Contractor shall exercise reasonable care in preparing schedules and estimates. The Contractor, however, does not warrant or guarantee estimates and schedules except as otherwise indicated in the Contract Documents. The Contractor shall promptly report to the Owner's Design Consultant and Owner any nonconformity of the Drawings and Specifications with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities which is discovered by or made known to the Contractor as a request for information in such form as the Owner's Design Consultant may require.

2.10.2 Contractor hereby represents, promises, and warrants that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel and working capital to complete the Work required hereunder.

## Article 3--DRAWINGS AND SPECIFICATIONS

### 3.1 Intent of Drawings and Specifications

3.1.1 In the Drawings and Specifications, the Town intends that the Contractor furnish all superintendence, labor, materials, tools, equipment, supplies, machinery and transportation necessary for the proper execution of the Work unless specifically noted otherwise. The Contractor shall do all the Work shown on the Drawings and described in the Specifications and all incidental Work reasonably necessary to complete the Project in a substantial and acceptable manner, and to complete fully the Work, ready for use, by the Town.

3.1.2 The Contractor shall complete all Work according to the Specifications and Plans, and in compliance with applicable laws of Colorado and ordinances of the Town.

3.1.3 In interpreting the Contract, words describing materials or work having a well-known technical or trade meaning, unless otherwise specifically defined, will be construed according to well-known meanings as recognized by engineers, architects, and the trades.

3.1.4 When the Contract refers to a provision of the General Conditions or another Contract Document, the Contract means the provision as amended or supplemented by other provisions of the Contract.

3.1.5 When the Specifications state the words "as directed," or "as required," or "as permitted," or words of like meaning, it is understood that the direction, requirement or permission of the Project Manager is intended. Similarly, the words **approved, acceptable or satisfactory** shall refer to approval by the Project Manager.

- 3.1.6 The Contract Documents are intended to be complementary, and Work called for on any Drawing and not mentioned in the Specifications, or Work described in the Specifications and not shown on any Drawing, is included under the Contract as if set forth in both the Specifications and Drawings.
- 3.2 **Copies of Drawings and Specifications Furnished:** The Project Manager will furnish to the Contractor, free of charge, four copies of Drawings and Specifications of the Work. All additional copies will be furnished at reproduction costs.
- 3.3 **Discrepancies in Drawings:** Contractor shall immediately report any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications to the Project Manager, who shall promptly correct such error or omission IN WRITING. Any Work done by the Contractor after discovery of such discrepancies, errors or omissions is done at the Contractor's risk. In all cases, the Project Manager shall decide the intent of the Drawings and Specifications. The decision is final.
- 3.4 **Dimensions:** Figured dimensions shall govern over scaled dimensions.
- 3.5 **Drawings and Specifications at Job Site:** The Contractor shall keep one complete set of all Drawings and Specifications at the job-site, available to the Project Manager or the Manager's representative at all times.
- 3.6 **Shop Drawings**
- 3.6.6 The Contractor shall provide Shop Drawings, settings, schedules, and such other Drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications or Project Manager's instructions.
- 3.6.7 The Contractor shall submit for approval four reproducible copies of all Shop Drawings and descriptive data as applicable showing all features not fully detailed on the Contract Plans but essential for a completely coordinated installation.
- 3.6.8 The Town's approval of Shop Drawings indicates only that the type and kind of equipment, general method of construction or detailing are satisfactory, but the Contractor may not construe the approval as a complete check. The Contractor has the responsibility for incorporating into the Work satisfactory materials and equipment meeting the requirements of the Contract Plans and Specifications, the proper dimensions, and the detailing of connections.
- 3.6.9 The review of Shop Drawings is only to check for compliance with the design concept of the Project and general compliance with the Contract Documents. Approval does not indicate the waiver of any contract requirement. Changes in the Work are authorized only by separate written Change Order.

3.7 **Record Documents:** The Contractor shall keep one record copy of all Addenda, Change Orders, Drawings, Field Orders, Modifications, and Shop Drawings and Specifications in good order. The Contractor shall record any changes made during construction on the record copies. The Contractor shall make a set of "Record Drawings" by marking this set of prints with all changes from the original Drawings as bid, including all Change Orders, alignment changes, depth changes of underground pipes and utilities, and all other items that are not the same as originally drawn. The Contractor shall keep the Record Drawings up to date as the Project progresses. The Project Manager may require, as a condition of the approval of the monthly progress payment, periodic inspection of the Record Drawings. The Contractor will deliver the Record Drawings to the Project Manager upon completion of the Project before Final Payment.

### 3.8 **Differing Site Conditions**

3.8.9 The Contractor shall promptly, before such conditions are further disturbed, notify the Project Manager in writing of:

- (a) Subsurface or latent physical conditions at the job-site differing materially from those indicated in the Contract; or
- (b) Unknown physical conditions at the job-site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

3.8.10 Upon receipt of written notification from the Contractor of alleged differing site conditions, the Project Manager shall promptly investigate the conditions and if it finds the conditions materially differ, and so cause an increase or decrease in the Contractor's cost of or the time required for performance of any part of the Work under the Contract, an equitable adjustment will be made and the Contract modified in writing as provided for in Article 11 of these General Conditions.

- (a) No claim will be allowed under this Article unless the Contractor has given the written notice required in Article 3.8.1.
- (b) No claim will be allowed under this Article if Final Payment has been made.

### 3.9 **Surveys**

3.9.1 The Project Manager shall develop and arrange for all detail surveys necessary. The Contractor assumes full responsibility for construction according to the established lines and grades.

3.9.2 The Contractor shall carefully protect all monuments and property markers from disturbance or damage.

## **Article 4--AVAILABILITY OF RIGHT-OF-WAY**

### **4.1 Acquisition of Right-of-Way**

4.1.1 Before issuance of Notice to Proceed, the Town shall obtain all land and right-of-way necessary for carrying out and completion of the Work to be performed pursuant to the Contract, unless otherwise mutually agreed.

- 4.1.2 The Town shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired, when necessary. The Contractor shall confine its operations within the areas designated by the Project Manager.
- 4.2 **Access to Right-of-Way:** The Town will provide right of access to all places necessary for the performance of the Work. Nothing contained in the Contract shall give the Contractor exclusive occupancy of the area provided by the Town. The Town, other Contractors of the Town and utility companies may enter upon or occupy portions of the land furnished by the Town for any purpose, but without unreasonably interfering with the completion of the Project. Joint occupancy or use of the territory shall not be the basis of any claim for delay or damages.
- 4.3 **State Highway Right-of-Way:** If any part of the Project is within the right-of-way of a roadway under the jurisdiction of the Colorado Division of Transportation (CDOT) the Town shall obtain the necessary permits from CDOT to perform such Work. Town, at its option may assign the responsibility to Contractor to obtain the necessary permits from CDOT to perform such Work. The Contractor shall conform to all the requirements and restrictions indicated on the permit. The Contractor shall restore the area to its original condition, including reseeded if necessary, at the completion of the Project.
- 4.4 **Temporary Storage Facilities:** The Contractor may secure at its own expense, and without liability to the Town, use of any additional land that the Contractor may desire for temporary construction activities, and facilities, or storage of materials.

#### **Article 5--BONDS AND INSURANCE**

- 5.1 **Performance Bond and Labor and Material Payment Bond:** The Contractor shall, within ten days after receipt of the Notice of Award, and before the commencement of any operations hereunder execute the Contract and furnish the Town with separate Performance, and Labor and Material Payment Bonds each in a penal sum equal to the amount of the Contract Price, conditioned upon the Contractor's performance of all undertakings, covenants, terms, conditions, and agreements of the Contract, and upon the Contractor's prompt payment to all persons supplying labor and materials in the prosecution of the Work provided by the Contract. The Contractor and a corporate Bonding company, licensed to transact such business in the State of Colorado and acceptable to the Town, shall execute the Bonds. The Contractor bears the expense of these Bonds. If at any time the Surety on such Bonds becomes irresponsible or loses its right to do business in the State of Colorado, the Town may require another Surety, which the Contractor shall furnish within ten days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the Bonds. The form of the Bonds is subject to the Town's approval.

#### **5.2 Insurance**

- 5.2.2 The insurance requirements contained in the Contract shall not limit or redefine the obligations of the Contractor as provided elsewhere in the Contract.
- 5.2.2 Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure

or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

- 5.2.3 Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain a policy the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained from the date of commencement of services hereunder. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

### 5.3 Insurance Requirements

- 5.3.1 **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for eight (8) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as A-VII or better. Each policy shall require notification to the Town in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Town. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Town by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s). Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. All commercial and automobile liability policies shall have the following additional provisions:

- (a) Severability of interests or separation of insureds provision;
- (b) Provision that coverage is primary and non-contributory with other coverage maintained by the Town;
- (c) The underlying Agreement is an “insured contract” under the policy; and
- (d) Defense costs shall be outside the policy limits for liability coverage.

- 5.3.2 **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as *Exhibit 3*, preferably an ACORD form, complies with all insurance requirements of this Agreement. The Town’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the Town’s rights or remedies under this Agreement. Each certificate shall identify the Project and shall provide that coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior

written notice has been given to the Town. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town may require additional proof of insurance, including but not limited to policies and endorsements.

- 5.3.3 **Additional Insureds:** For Commercial General Liability, Automobile Liability, Contractors Pollution Liability (if required) and Excess Liability/Umbrella (if required), Contractor and subcontractor’s insurer(s) shall include the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town, and the Town’s Design Consultant for the Project, as additional insureds.
- 5.3.4 **Waiver of Subrogation:** For all coverages required under this Agreement, Contractor’s insurer shall waive subrogation rights against the Town, its elected and appointed officials, officers, employees, agents and volunteers acting within the course and scope of their duties for the Town, and the Town’s Design Consultant for the Project.
- 5.3.5 **Subcontractors and Subconsultants:** All subconsultants, subcontractors, independent contractors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein. Contractor shall require all of its subcontractors and subconsultants of any tier to provide insurance coverage in types and amounts required by the Contractor, but in amounts of at least \$1,000,000 Commercial General Liability, Business Automobile Liability insurance of \$1,000,000 combined single limit, statutory Workers’ Compensation coverage, and \$1,000,000 professional liability for any subcontractor performing design or engineering work. Contractor agrees to provide proof of insurance for all such subcontractors, subconsultants, independent contractors, suppliers or other entities upon request by the Town.
- 5.3.6 **Workers’ Compensation and Employer’s Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer’s Liability insurance with minimum limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 5.3.7 **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate (per project). The policy shall provide coverage for all claims for bodily injury, property damage (including loss of use), products and completed operations, and contractual liability.
- 5.3.8 **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability, or its equivalent, with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on their policy. Transportation coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

- 5.3.9 **Builder's Risk or Installation Floater:** Contractor shall maintain limits equal to the completed value of the project. Coverage shall be written on an all risk, replacement cost basis including coverage for soft costs, flood and earth movement, if in a flood or quake zone, and, if applicable, equipment breakdown including testing. The Town, Contractor, and subcontractors shall be Additional Named Insureds under the policy. Policy shall remain in force until acceptance of the project by the Town.
- 5.3.10 **Contractor's Pollution Liability:** Contractor shall maintain minimum limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include bodily injury; property damage including loss of use of damaged property; defense costs including costs and expenses incurred in the investigation, defense or settlement of claims; and clean-up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the Town.
- 5.3.11 **Additional Provisions:**
- 5.3.11.1 For claims-made coverage: The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the Town, whichever is earlier.
- 5.3.11.2 Contractor shall advise the Town in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.
- 5.3.12 **Governmental Immunity:** The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

## Article 6--INDEMNIFICATION

### 6.1 Responsibility for Damage Claims

- 6.1.1 The Contractor shall indemnify, save harmless, and defend the Town, its officers and employees, and the Town's Design Consultant for the Project, 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; the Contractor's failure to comply with the provisions of the Contract; the Contractor's neglect of materials while constructing the Work; because of any act or omission, neglect or misconduct of the Contractor; because of any claims or amounts recovered from any infringements of patent, trademark, or copyright, unless the design, device, materials or process involved are specifically required by Contract; from any claims or amount arising or recovered under the "Workers' Compensation Act," by reason of the Contractor's failure to comply with the act; pollution or environmental liability; or any failure of the Contractor to comply with any other law, ordinance, order or decree. The Town may retain so much of the money due the Contractor under the Contract, as the Town considers necessary for such purpose, for the Town's use. 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 it and the Town are adequately protected by public liability and property damage insurance.
- 6.1.2 The Contractor also agrees to pay the Town all expenses incurred to enforce this "Responsibility for Damage Claim" agreement and if the insurer of the Contractor fails to provide or pay for the defense of the Town of Castle Rock, its officers and employees, as additional insured, the Contractor agrees to pay for the cost of that defense.
- 6.1.3 Nothing in the **INSURANCE PROVISIONS** 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.
- 6.1.4 This indemnification obligation shall survive the expiration or termination of this Contract.

## **Article 7--CONTRACTOR'S RESPONSIBILITIES**

### **7.1 Control of the Work**

- 7.1.1 When the Contractor is not present on the Project it shall have a Superintendent or other representative acceptable to the Town present who shall, during the absence of the Contractor, be its representative and have immediate charge of the Project. The Superintendent or representative shall have the Contractor's authority to act in its absence.
- 7.1.2 Any person employed on the Project who fails, refuses or neglects to obey the Superintendent or Contractor's other designated representative, shall, upon the order of the Project Manager, be at once removed from the Project and not again employed on any part of the Project.

### **7.2 General Use of Subcontractors**

- 7.2.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors.
- 7.2.2 The Contractor shall not sublet or subcontract any portion of the Work to be done under the Contract until approval of such action has been obtained from the Town.

- 7.2.3 The Contractor is fully responsible to the Town for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them.
- 7.2.4 Nothing contained in the Contract creates any contractual relationship between any Subcontractor and the Town.
- 7.2.5 The Contractor shall put appropriate provisions in all Subcontracts relative to the Work to bind Subcontractors to the terms of the Contract insofar as applicable to the Work of Subcontractors, and to give the Contractor the same power to terminate any Subcontractor that the Town may exercise over the Contractor.
- 7.2.6 The Contractor shall make available to each proposed Subcontractor, before the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-Subcontractors.

### 7.3 **Materials and Equipment Furnished by the Contractor**

- 7.3.1 The Contractor shall furnish and pay the cost of all of the necessary materials not furnished by the Town, all the superintendence, labor, tools, equipment, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery and transportation. The Contractor shall perform all the work required for the construction of all structures listed and itemized under the Bid Schedule of the Bid in strict accordance with the plans, Specifications and requirements and any amendments thereto and supplemental plans and Specifications hereafter approved.
- 7.3.2 Unless otherwise provided for in the Specifications, all workmanship, equipment, materials, and articles incorporated in the Project are to be the best of their respective kinds, new and undamaged.
- 7.3.3 Materials, supplies or equipment to be incorporated into the Project shall not be purchased by the Contractor or any Subcontractor subject to chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller.
- 7.3.4 The Contractor shall furnish the Project Manager, for the Manager's approval, the name of the manufacturer of machinery and other equipment for materials the Contractor contemplates incorporating in the Project. The Contractor shall also furnish information on capacities, efficiencies, sizes, etc., and other information as may be required by the Project Manager. The Contractor shall submit samples for approval when requested. Machinery, equipment, materials, and articles installed or used without the Project Manager's approval are at the risk of subsequent rejection.
- 7.3.5 The Contractor shall give the Project Manager three copies of all shop manuals, operating manuals, parts lists, classifications, catalog cuts, Specifications, warranties and guarantees for all equipment and machinery installed.
- 7.3.6 **Consideration of a product as an "equal" by the Project Manager may require that the manufacturer of such product furnish guarantees that extend beyond the usual**

**product warranty time.** The refusal of a manufacturer to provide such guarantees is sufficient reason for rejecting the product.

#### 7.4 Patents and Copyrights

- 7.4.1 The Contractor shall provide a suitable legal agreement with the patentee giving the Contractor the right to use any design, device, material, or process covered by letters patent or copyright, in the construction of the Project when the use has not been specified or required by the Drawings and Specifications. The Contractor shall file a copy of this agreement with the Town, if requested. The Contractor and the Surety shall indemnify, defend and save harmless the Town from all claims for infringements on patented design, devices, material, process or any trademark or copyright during the prosecution or after the completion of the Project.
- 7.4.2 If any design, device, material, process or product of a particular manufacturer covered by letters patent or copyright is specified for use by the Drawings and Specifications, the Town is responsible for any claims for infringement by reason of the use of such design, device, material, process or product of a particular manufacturer; but the Contractor shall pay any royalties or license fees required.

#### 7.5 Existing Utilities

- 7.5.1 The Town has collected and shown on the Drawings available information on the location of existing underground, surface and overhead structures and utilities. However, the Town does not guarantee the results of the investigations are accurate or complete. It is the Contractor's responsibility to verify all locations of existing structures and utilities shown on the Drawings and to ascertain whether any other structures and utilities exist.
- 7.5.2 The Contractor shall support, and protect from injury, existing power lines, telephone lines, water mains, gas mains, sewers, cables, conduits, ditches, curbs, walks, pavements, driveways, and other structures in the vicinity of the Project which are not authorized to be removed until completion of the Project.

#### 7.6 Coordination with Utilities Departments

- 7.6.1 The Contractor shall always coordinate its Work with Castle Rock Water. If it becomes necessary to close portions of any water or sewer system due to construction operations, a minimum of 48 hours notification shall be given Castle Rock Water and whenever possible one week's notice should be given. It is the Contractor's responsibility to ensure continuity of the utilities.
- 7.6.2 All water from Castle Rock Water required for the Project will be provided at the Contractor's expense.

#### 7.7 Laws and Ordinances

- 7.7.1 The Contractor shall perform all obligations under the Contract in strict compliance with all federal, state, and municipal laws, rules, statues, charter provisions, ordinances, and regulations, applicable to the performance of the Contractor under the Contract.

- 7.7.2 The Contractor shall obtain all other permits and licenses required in the prosecution of the Work.
- 7.7.3 IT IS UNLAWFUL AND UNETHICAL FOR ANY PERSON TO OFFER, GIVE OR AGREE TO GIVE ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE, OR FOR ANY TOWN EMPLOYEE, TOWN OFFICIAL OR FORMER TOWN EMPLOYEE TO SOLICIT, DEMAND, ACCEPT OR AGREE TO ACCEPT FROM ANOTHER PERSON, A GRATUITY OR AN OFFER OF EMPLOYMENT IN CONNECTION WITH ANY DECISION, APPROVAL, DISAPPROVAL, RECOMMENDATION OR PREPARATION OF ANY PART OF A PROGRAM REQUIREMENT OR A PURCHASE REQUEST, INFLUENCING THE CONTENT OF ANY SPECIFICATION OR PROCUREMENT STANDARD, RENDERING OF ADVICE, INVESTIGATION, AUDITING OR IN ANY OTHER ADVISORY CAPACITY IN ANY PROCEEDING OR APPLICATION, REQUEST FOR RULING, DETERMINATION, CLAIM OR CONTROVERSY, OR OTHER PARTICULAR MATTER, PERTAINING TO ANY PROGRAM REQUIREMENT OR A CONTRACT OR SUBCONTRACT, OR TO ANY SOLICITATION OR PROPOSAL THEREFOR.
- 7.7.4 IT IS UNLAWFUL AND UNETHICAL FOR ANY PAYMENT, GRATUITY OR OFFER OF EMPLOYMENT TO BE MADE BY OR ON BEHALF OF A SUBCONTRACTOR UNDER A CONTRACT TO THE PRIME CONTRACTOR OR HIGHER TIER SUBCONTRACTOR OF ANY PERSON ASSOCIATED THEREWITH, AS AN INDUCEMENT FOR THE AWARD OF A SUBCONTRACT OR ORDER.

## 7.8 **Protection of Persons**

- 7.8.1 The Contractor is responsible for the health and safety of each and every person on or at the Work site. The Contractor shall take all necessary and reasonable precautions and actions to protect all such persons from injury, death or loss. The Contractor shall furnish, erect, and maintain at its own expense all necessary precautions for the protection of the Work and safety of the public through and around its construction operations.
- 7.8.2 Contractor shall prepare and implement a safety program complying with all of the requirements in this Section. Prior to the start of construction, Contractor shall provide the safety program to the Project Manager.
- 7.8.3 Prior to the start of construction, the Contractor shall provide the Project Manager with a statement signed by the Contractor's Superintendent that all Contractor Personnel have been or will be briefed on the Contractor's safety program prior to being allowed on the Work site.
- 7.8.4 It is a condition of the Contract, and the Contractor shall make a condition of each Subcontract entered into pursuant to the Contract, that the Contractor and any Subcontractor shall not require any laborer, mechanic or other person employed in performance of the Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety. The Contractor shall comply with all applicable safety rules and regulations adopted by the United States Department of Labor Occupational Safety and Health Administration (OSHA), the Industrial Commission of the State of Colorado, or the Town, whichever is most restrictive. The Town assumes no duty to ensure that the Contractor follows the safety regulations issued by OSHA or the State of Colorado.

- 7.8.5 The Town shall have the right at any time to request a safety compliance review of the Contractor's and its Subcontractor's safety policies, practices, and procedures. The Contractor shall provide to the Project Manager a complete copy of any OSHA correspondence, report, warning, citation, directive or notice within twenty-four (24) hours after it is received. The Contractor shall also provide the Project Manager a copy of any Contractor reply to any OSHA correspondence, report, warning, citation, directive or notice. This submittal is for informational purposes only and shall not alter the Contractor's responsibilities for safety of the Work site.
- 7.8.6 The Contractor shall provide written notice of any report of injury on the Work site to the Project Manager within forty-eight (48) hours after Contractor becomes aware of same. In addition, the Contractor shall provide verbal notice of the injury to the Project Manager immediately following the report of the injury. Contractor shall thereafter provide a copy of any investigation into the injury and a written statement of resolution of the injury, which should include but is not limited to, the cause of the injury and remediation steps the Contractor will take to prevent another similar injury.
- 7.8.7 The Contractor shall employ at the Work site a responsible qualified person whose duties shall include the protection of persons and property and the administration of the Contractor's safety program. This person must have safety training, a working knowledge of safety requirements, and experience administering safety programs. The Contractor shall provide the Project Manager with this person's name prior to the start of construction.
- 7.8.8 For operations involving trenching, excavation or any other underground construction, the Contractor's attention is specially directed to and its Work shall conform to the Construction Safety and Health Regulations, Part P Subparagraph 1926.650-653 by OSHA, latest revision.
- 7.8.9 The Contractor shall provide all necessary protective devices and safety precautions. Such devices and precautions may include but are not limited to: posting of danger signs warning against hazards such as, but not limited to, hoists, well holes, elevator hatchways, scaffolding, openings, stairways, trip and fall hazards and falling materials; placement of warning flares; equipment back-up alarms; installation of barricades; promulgation and application of safety regulations and employment of safety personnel and guards. Signs will not be considered to be an adequate substitute for physical protective barriers. The costs of all protective devices and the planning and implementing of safety precautions are considered to be included in the Contract Amount.
- 7.8.10 This Section shall be interpreted in its broadest sense for the protection of persons and property, and no act or omission to act by the Town, its officers, employees or agents, or by any consultant shall relieve the Contractor of its obligations and duties hereunder.

## 7.9 **Protection of Property**

- 7.9.1 The Contractor shall continuously and adequately protect the Work from damage, injury or loss arising in connection with the Contract. It shall repair or replace at its expense any such damage, injury or loss, except such as may be directly due to error in the Contract or caused by agents or employees of the Town. It shall provide and maintain at its expense all passageways, barricades, guard fences, lights, and other protection facilities required by public authority or local conditions.

7.9.2 The Contractor is responsible for protection of all public and private property on and adjacent to the site of the Work. It shall use every precaution necessary to prevent damage to curbs, sidewalks, driveways, trees, shrubs, sod, mailboxes, fences, and other private and public improvements. It shall protect carefully from disturbance or damage all land monuments and property markers until an authorized agent has witnessed or otherwise referenced their locations, and shall not remove them until directed.

#### 7.10 **Protection of Historical Sites**

7.10.1 When the Contractor's excavating operations encounter remains of prehistoric people's dwelling sites or artifacts of historical or archeological significance, the Contractor shall temporarily discontinue the operations, and immediately advise the Project Manager. The Project Manager will contact archeological authorities to determine the disposition of the items in question. When directed, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and remove them for delivery to the custody of the proper authorities. Such excavation is considered, and paid for, as extra Work.

#### 7.11 **Responsibility to Repair**

7.11.1 Should any existing property be damaged, the Contractor shall immediately notify the owner of such property. Unless authorized in writing by the owner of the property or directed by the Project Manager, the Contractor shall not attempt to make repairs. Written authorization from the owner to make repairs must be so worded as to save the Town harmless from any responsibility whatsoever relative to the sufficiency of the repairs. The Contractor shall give the Project Manager a copy of the written authorization to make repairs.

7.11.2 When any direct or indirect damage or injury is done to any public or private property or utility by or on account of any act, omission, neglect or misconduct in the execution of the Work, the Contractor shall restore the damaged property at its own expense to a condition equal to or better than that existing before such damage or injury.

7.11.3 The Contractor shall replace any materials and equipment lost, stolen, damaged or otherwise rendered useless during the performance of Work on the Project.

#### 7.12 **Traffic Control**

7.12.1 The Contractor shall arrange Work to disrupt traffic as little as possible. All traffic Control Devices used shall conform to the latest edition of the Manual of Uniform Traffic Control Devices, (MUTCD). Except as otherwise permitted, two-way traffic shall be maintained at all times in public roadways. At least 7 days before starting any Work in Town right-of-way, the Contractor shall submit a detailed traffic control plan for review from the Public Works Department, with a copy to the Police Department. The approval shall establish the requirements for closures related to the number of lanes and time of day lanes or streets may be closed. The Traffic Control Plan (TC Plan) shall include the name of the contractor, the name and phone number of the person responsible for the traffic control, the date for beginning and ending construction activity and hours of operation expected. The TC Plan should show the widths of streets involved, traffic lanes, the size and location of the Work area with distances from the curb, distance to the nearest intersection and the

type and location of traffic control devices. No changes to the TC Plan shall be permitted without prior approval by the Public Works Director.

7.12.2 The Contractor shall furnish and maintain all necessary signs, barricades, lights, and flaggers necessary to control traffic and provide for safety of the public, all in compliance with the MUTCD with subsequent revisions and additions, and to the satisfaction of the Public Works Director.

7.12.3 Whenever a police officer is necessary for traffic control, the Contractor shall hire and pay a uniformed off-duty police officer with authority in the Town to direct traffic. The police department will determine the rate of pay for the officers.

7.12.4 The Contractor shall make its Traffic Control plans in concurrence with the Town requirements.

### 7.13 Sanitary Regulations

7.13.1 The Contractor is responsible for providing proper health and sanitation facilities for its employees, in compliance with any rules and regulations of the State Board of Health or any other bodies having jurisdiction.

7.13.2 The Contractor shall always provide an abundant supply of safe drinking water for its employees and shall give orders against the drinking of any water known to be unsafe in the vicinity of the Project.

7.13.3 At convenient places, the Contractor shall provide fly-proof outside toilets which are to be maintained in a sanitary condition. Toilets shall not be permitted in any reservoir area and shall not be permitted where they may pollute a water supply.

### 7.14 Pollution Control

7.14.1 The Contractor shall comply with all applicable Federal and State laws, orders, and regulations concerning the control, prevention, and abatement of water pollution and air pollution in all operations pertaining to the Contract whether on right-of-way provided by the Town or elsewhere.

7.14.2 The Contractor shall use construction methods that prevent release, entrance or accidental spillage of solid matter, contaminants, debris, and other objectionable pollutants and wastes including, but not restricted to refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing tailings, mineral salts, and thermal pollution. Non-regulated solid wastes shall be disposed of by methods approved under applicable laws and regulations, including, the Resource Conservation and Recovery Act (RCRA), Subtitle D, as administered by Colorado and local Health Departments and the EPA. Contaminated and hazardous materials are regulated by RCRA, Subtitles C and D. The Contractor shall notify the Colorado Department of Health, local Health Departments, and Town Fire Departments if suspect materials are encountered.

7.14.3 The Contractor shall utilize methods and devices that are reasonably available to control, prevent, and otherwise minimize atmospheric emissions or discharges of air contaminants including dust in its construction activities and operation of equipment.

- 7.14.4 **The Contractor shall not emit dust into the atmosphere during any operations, including but not limited to:** grading; excavating; manufacturing, handling or storing of aggregates; trenching; or cement or pozzolans. The Contractor shall use the necessary methods and equipment to collect, deposit, and prevent dust from its operations from damaging crops, orchards, fields or dwellings or causing a nuisance to persons. The Contractor is liable for any damage resulting from dust.
- 7.14.5 The Contractor may not operate equipment and vehicles with excessive emission of exhaust gases due to improper mechanical adjustments, or other inefficient operating conditions, until repairs or adjustments are made.
- 7.14.6 Burning trash, rubbish, trees, brush or other combustible construction materials is not permitted.
- 7.14.7 De-watering for structure foundations or earthwork operations adjacent to or encroaching on lakes, streams or water courses shall be done in a manner which prevents muddy water and eroded materials from entering the lakes, streams or water courses, by construction of intercepting ditches, bypass channels, barriers, settling ponds or by other approved means. Excavated materials may not be deposited or stored in or alongside lakes or water courses where they can be washed away by high water or storm runoff.
- 7.14.8 The Contractor may not allow waste water from aggregate processing, concrete batching or other construction operations to enter lakes, streams, water courses or other surface waters without turbidity control methods such as settling ponds, gravel-filter entrapment dikes, approved flocculation processes that are not harmful to fish, recirculation systems for washing of aggregates or other approved methods. Any waste waters discharged into surface waters shall conform to applicable discharge standards of the Colorado Department of Health and the Federal Government.

#### 7.15 **Cleaning Up and Restoration**

- 7.15.1 The Contractor shall clean up all refuse or scrap materials so the site presents a neat, orderly, and workmanlike appearance at all times.
- 7.15.2 Upon completion of the Project, and before Final Inspection, the Contractor shall remove from the construction site and any occupied adjoining property all plants, buildings, refuse, unused materials, forming lumber, sanitary facilities, and any other materials and equipment that belong to the Contractor or its Subcontractors.
- 7.15.3 The Town may clean up and restore the construction site satisfactorily when the Contractor fails to do so. Any costs the Town incurs will be deducted from the Final Payment due the Contractor.

#### **Article 8--OTHER WORK**

- 8.1 The Town reserves the right to award other Contracts in connection with the Project. The Contractor shall cooperate with and afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall coordinate its Work with theirs.

### **Article 9--TOWN'S RESPONSIBILITIES**

- 9.1 The Town will furnish the data required by the Contract and will make payments to the Contractor as provided by these General Conditions.

### **Article 10--PROJECT MANAGER'S RESPONSIBILITIES**

- 10.1 The Project Manager is designated by the Town to exercise all authority on its behalf under the Contract and to see that the Project is completed according to its terms and conditions. The Project Manager may assume exclusive control of the performance of the Contractor whenever such performance is located in or upon the Town's property. The Project Manager will furnish all explanations, directions, stakes or markers, and inspections necessary to carry out and complete the Project.

#### **10.2 Lines and Grades**

- 10.2.1 The Contractor shall survey and stake as needed to complete project.
- 10.2.2 The Project Manager may appoint a Surveyor who will furnish all lines and grades. The Contractor shall give assistance, as required by the Surveyor, to aid in the staking, including clearing, improving access, exploratory excavations, and suspending operations to permit the Surveyor to perform its Work.
- 10.2.3 The Contractor shall give notice to the Surveyor at least three full days before initial lines and grades are needed. Thereafter, the Contractor shall give the Surveyor notice at least one full day before additional line and grade stakes are needed. The Project Manager is not responsible for providing lines and grades until the Contractor meets this Article's notice requirements.
- 10.2.4 The Contractor shall preserve all stakes, bench marks, and any other survey points. If they are destroyed by the Contractor or its employees, the Contractor shall pay for their replacement.

#### **10.3 Inspection**

- 10.3.1 The Project Manager shall appoint Inspectors to inspect the Project. Inspection may extend to all or any part of the Project. The Inspectors are not authorized to alter the provisions of the Drawings or Specifications or to delay the fulfillment of the Contract by failure to inspect materials and Work with reasonable promptness.
- 10.3.2 An Inspector has authority to reject defective materials and to suspend any Work that is being done improperly subject to the final decision of the Project Manager.
- 10.3.3 The Contractor shall give the Project Manager due and timely notice of readiness when the Project is to be inspected, tested or approved by someone other than the Inspector. The Contractor shall give the Project Manager required certificates of inspection, testing or approval. Inspection, tests or approvals by the Project Manager or others does not relieve the Contractor from its obligations to perform the Work according to the requirements of the Contract.

- 10.3.4 If the Project Manager considers it necessary or advisable that previously completed or covered Work be inspected or tested, the Contractor shall uncover, expose or otherwise make the Work available to the Project Manager for inspection and testing. The Contractor shall furnish all tools, labor, material, and equipment necessary to make the Work available. If the Project Manager finds the Work defective, the Contractor shall pay for the cost of satisfactory reconstruction and making the Work available. However, if the Work is not found defective, the Contractor will be allowed an increase in the Contract Price and/or an extension of the Contract Time for costs and time directly attributable to making the Work available and for reconstruction.
- 10.3.5 If the Contractor's operations require inspecting, testing or surveying to be done outside normal working hours or on Town holidays, it shall be at the Contractor's expense.

#### 10.4 **Stop Work Order**

- 10.4.1 The Project Manager has the authority to suspend Work on the Project either in whole or in part, for as long as the Project Manager deems necessary due to:
- (a) Unsuitable weather;
  - (b) Faulty workmanship;
  - (c) Improper superintendence;
  - (d) Contractor's failure to carry out orders or to perform any provision of the Contract;
  - (e) Conditions which may be considered unfavorable for the prosecution of Work on the Project; or
  - (f) Work being carried on in an unsafe manner.
- 10.4.2 If it is necessary to stop work for an indefinite period, the Contractor shall, if directed by the Project Manager, store all materials in such a manner that they will not become an obstruction or become damaged in any way. The Contractor shall take every precaution to prevent damage to or deterioration of the Work, providing suitable drainage and erecting temporary structures where necessary.
- 10.4.3 The Project Manager will put the Stop Work order in writing and the Contractor may not proceed with Work on the suspended portion of the Project until notified in writing by the Project Manager.

#### 10.5 **Disputes**

- 10.5.1 If the Contractor considers any Work directed by the Town to be outside the Contract requirements, or if it considers any ruling of the Project Manager to be unfair, it shall immediately ask for a written instruction or decision and shall perform the Work in conformance with the Project Manager's ruling. If the Contractor considers such instructions unsatisfactory, it shall file a written protest with the Project Manager within ten days after their receipt.
- 10.5.2 All claims, disputes and other matters in question arising out of or relating to the Contract shall be submitted to the Project Manager before the Contractor can begin litigation.

## Article 11--CHANGES

### 11.1 General

11.1.1 The Town may make alterations to the Project without the consent of the Surety at any time during the Work. The Contractor shall perform the Work as changed, as if originally specified. The alterations do not invalidate the Contract in any way.

11.1.2 The Project Manager may, at any time, without notice to the Surety, by written notice to the Contractor, make any change in the Work to be performed within the general scope of the Contract, including but not limited to changes:

- (a) In the Specifications (including Drawings and designs);
- (b) In the method or manner of the performance of the Work;
- (c) In facilities, equipment, materials, services or site furnished by the Town; or
- (d) Directing acceleration in the performance of the Work.

11.1.3 Any other written order or verbal order (which terms as used in this Article shall include direction, instruction, interpretation or determination) from the Project Manager, which causes the change, will be treated as a Change Order under this Article, provided that the Contractor gives the Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a Change Order.

11.1.4 The Contractor may not treat any order, statement or conduct of the Project Manager as a change under this Article nor become entitled to an equitable adjustment in the Contract Price or Performance Time, except as provided in this Article.

11.1.5 If any change under this clause causes an increase or decrease in the Contractor's cost or the time required for the performance of any part of the Work under the Contract, whether or not changed by any order, an equitable adjustment will be made and the Contract modified in writing accordingly.

11.1.6 Claims for changes in the Contract Price or Contract Time of Performance will not be considered after the Final Payment has been made.

11.2 **Compliance with § 24-91-103.6:** Notwithstanding any other language in this contract, the issuance of any Change Order or other form of order or directive by the Town requiring additional compensable work to be performed which will cause the Contract Price to exceed the amount appropriated for the Work is prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional work have been made or unless the Contract contains a remedy granting provision.

11.3 **Field Orders:** The Project Manager may make changes in the details of the Project at any time, by issuing a Field Order. The Contractor shall proceed with the performance of any changes in the Project ordered by the Project Manager. If the Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, it shall give the Project Manager written notice



within ten days after the receipt of the Field Order. Thereafter, the Contractor shall document the basis for the change in Contract Price or Time within thirty days.

**11.4 Change Orders**

11.4.6 Changes in the Contract Price are authorized only by a Change Order or by a Written Amendment. Changes in contract time may be made by Change Order or by other appropriate written authorization.

11.4.7 Any difference in cost from Change Orders shall be added to or deducted from the amount of the Contract, as the case may be. Adjustments in the amounts to be paid to the Contractor on account of changed Work will be determined by one of the following methods in the order listed:

- (a) Unit Prices submitted in the Bid Schedule;
- (b) Negotiated Unit Prices; and
- (c) Negotiated lump sum.

**11.5 Extras and Force Account Work**

11.5.1 The Contractor shall perform any Work and furnish materials and equipment necessary or desirable for proper completion of the Contract if the Project Manager believes it necessary to order Work or materials or equipment which, in the Project Manager's opinion, are not susceptible to classification under the Unit Price items named in the Bid Schedule, and are not included in any lump sum bid item. The Project Manager will order such labor, material and equipment in writing before the extra Work is started. The labor, material and equipment will be classed as extra Work. The Town will not pay for extra Work unless the Town orders in extra work in writing. All claims for extra Work shall be submitted to the Project Manager, supplemented by any data the Project Manager requires.

11.5.2 Extra Work and Work involving a combination of increases and decreases in the Work will ordinarily be paid for at a lump sum or Unit Price agreed upon in writing by the Project Manager and Contractor before the extra Work Order is issued. In the negotiation of lump sum or Unit Prices, the agreed estimated cost of the Work plus an allowance for overhead and profit, not to exceed the allowances stated in Section 11.5.3, shall be used.

11.5.3 The allowance for overhead and profit will include full compensation for superintendence, bonds and insurance premiums, taxes (other than sales or use taxes included in the cost of materials), office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided under Sections 11.5.4, 11.5.5 and 11.5.6. The allowance for overhead and profit will be according to the following schedule:

<b>ACTUAL NECESSARY COST ALLOWANCE:</b>	
Labor	20 percent
Materials	15 percent
Equipment	10 percent

The Actual Necessary Cost for labor, materials, or equipment will be computed according to Sections 11.5.4, 11.5.5 and 11.5.6.

Superintendence, bond and insurance premiums, taxes (other than sales or use taxes inclusive in the cost of materials), and other general expense will not be included in the computation of actual necessary cost. When all or any part of the extra Work is performed by a Subcontractor or specialty firm, the prime Contractor may add five percent of the Subcontractor's total cost for the extra Work. The Contractor shall give the Project Manager daily report sheets covering the direct cost of labor and materials and charges for equipment. The daily report sheets shall provide names or identifications and classifications of workers and hours worked, as well as size, type and identification number of equipment and hours operated. Material charges shall be substantiated by valid copies of vendors' invoices. The Project Manager will make any necessary adjustments and compile the costs of cost-plus Work. When these reports are agreed upon and signed by both parties, they become the basis of payment for the Work performed.

- 11.5.4 Labor: The cost of labor used in performing the Work by the Contractor, a Subcontractor, or other forces will be the sum of the actual wages paid plus any employer payments to, or on behalf of, workers for fringe benefits including health and welfare, pension, vacation, and similar purposes; all payments imposed by State and Federal laws including, but not limited to, compensation insurance, and social security payments; and the amount paid for subsistence and travel required in accordance with the regular practice of the employer.

At the beginning of the contract or as later requested by the Project Manager, the Contractor shall furnish the Project Manager proof of labor compensation rates being paid or already paid.

- 11.5.5 Materials: The cost of materials used in performing the Work, including transportation charges for delivery (exclusive of machinery rentals), will be the cost to the purchaser, whether Contractor, Subcontractor or other forces, from the Supplier thereof, inclusive of sales or use taxes, except if, in the opinion of the Project Manager, the cost of materials is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material. If the Project Manager finds the cost excessive or the Contractor has not furnished evidence of the cost, then the cost will be deemed to be the lowest current wholesale price for the quantity concerned delivered to the job-site less cash or trade discounts.

The Town reserves the right to furnish materials for the Work and the Contractor may not claim costs and profit on materials furnished by the Town.

The Town reserves the right to purchase from the Contractor any materials previously purchased for a project and not used. Payment for the materials will be based on the actual material cost as shown on the Supplier's invoice, any transportation charges incurred, plus a fifteen percent handling fee.

- 11.5.6 Equipment: The Contractor will be paid according to the rental rates agreed upon in writing before extra or force account Work is begun, for any machinery or special equipment (other than small tools) authorized by the Project Manager. The Contractor may furnish cost data to assist the Project Manager in the establishment of the rental rate.

The rental rates paid, as provided above, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operator wages will be paid separately, as provided in Section 11.5.4.

Individual pieces of equipment or tools having a replacement value of \$100.00 or less, whether or not consumed by use, are considered small tools and no payment will be made for them.

Rental time will not be allowed while equipment is inoperative due to breakdowns or storage on-site.

11.5.7 Equipment on the Work: The rental time to be paid for equipment on the Work is the time the equipment is in productive operation on the extra Work being performed.

11.5.8 Eliminating Items: The Project Manager shall notify the Contractor in writing to eliminate any items contained in the proposal unnecessary for the proper completion of the Work. Such action will not invalidate the contract. The Contractor, by Change Order, will be reimbursed for actual work done and all cost incurred, including mobilization of materials and equipment before the elimination of such items.

## Article 12--CONTRACT TIME

### 12.1 General

12.1.1 Time is of the essence in the performance of all Work contemplated in the Contract. Therefore, the Work shall be commenced no later than ten days from and including the date of Notice to Proceed and shall be fully completed in a satisfactory and acceptable manner within the time stated in the Contract.

12.1.2 The capacity of the Contractor's construction plant and force shall be sufficient as to insure completion of the Project within the allotted time. The Contractor shall use multiple crews if necessary to complete the Project within the allotted time.

### 12.2 Delays

12.2.1 Delay claims fall into three categories: non-excusable, excusable, or compensable. Any payment for delays or the granting of time extensions require a properly executed Change Order per Article 11.

12.2.2 **Non-excusable delay** is one caused by factors within the Contractor's reasonable control. The delay is the Contractor's fault; no additional time or additional compensation is allowed. Typical types of non-excusable delays are:

- (a) Late submittal of Shop Drawings;
- (b) Late procurement of materials or equipment;
- (c) Insufficient personnel;
- (d) Unqualified personnel;
- (e) Inadequate coordination of Subcontractors or other contractors;
- (f) Subcontractor delays;
- (g) Late response to Town and Project Manager inquiries; or
- (h) Construction not conforming to contract requirements making repeated re-working necessary.

12.2.3 **Excusable delay** is caused by factors beyond the Contractor's reasonable control, but is not the result of the Town's actions or failure to act. An excusable delay entitles the Contractor to an extension of time but no additional compensation for the cost of the delay.

12.2.4 **Compensable delay** is one where the Town has failed to meet an obligation stated or implied in the construction contract. If the Project Manager considers a delay as compensable, the Town will grant a time extension and reimburse the Contractor for the increased cost caused by the delay. Typical types of Town-caused delays are:

- (a) Late approval of Shop Drawings and samples;
- (b) Delays in answers to field inquiries by the Contractor;
- (c) Interference with the Contractor during construction;
- (d) Town-caused schedule changes;
- (e) Design changes; or
- (f) Interference by other contractor's or the Town's forces.

12.2.5 **Failure to Prosecute Work.** If, in the opinion of the Town's Project Manager, or other authorized agent of the Town, the Contractor is not prosecuting the Work under the Contract, written notice will be given and the Contractor shall have seven days to resume the Work with due diligence.

### 12.3 **Failure to Complete Work on Time--Liquidated Damages**

12.3.1 The Town may permit the Contractor to proceed if the Contractor fails to complete the Work on or before the original date set forth for or on or before the corrected. In such case, the Town will deduct the sum specified in the Contract for each day that the Work remains uncompleted. This sum shall not be a penalty but is liquidated damages.

12.3.2 The parties agree that, under all of the circumstances, the daily basis and the amount set forth as liquidated damages is reasonable and equitable. The Town expends additional personnel effort in administrating the Contract or portions of it that are not completed on time, 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.

12.3.3 Permitting the Contractor to continue and finish the Work, or any part of it, after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall not operate as a waiver on the part of the Town of liquidated damages or any of its rights under the Contract.

## **Article 13--WARRANTY AND GUARANTEE; SAMPLES AND TESTING; DEFECTIVE WORK AND MATERIALS**

### 13.1 **Warranty and Guarantees**

13.1.1 The Contractor and its Surety are jointly responsible for maintenance and satisfactory operation of Work performed under the Contract for a period of one year following the Notice of Construction Completion or until warranty work is fully satisfied. They are responsible for the satisfactory repair or replacement of any Work, materials or equipment which are found defective during this period, provided any failure results directly or indirectly from faulty workmanship or negligence by the Contractor, from faulty manufacturing or from faulty erection or improper handling of materials or equipment furnished or installed by the Contractor. Neither the Contractor nor Surety are liable for any failure resulting from the Town's neglect or improper operation of facilities or the act of a third party.

13.1.2 The obligations of 13.1.1 shall survive termination of the Contract under the provisions of Article 15.

### 13.2 **Samples and Testing**

13.2.1 All materials and equipment used in the Project will be subject to sampling and testing according to generally accepted standards and as required in the Contract Documents. In the absence of direct references, the sampling and testing of materials will be done according to current Specifications of the American Society for Testing and Materials or the American Water Works Association. The Contractor shall cooperate with the Project Manager in collecting and forwarding required samples.

13.2.2 The Contractor shall not incorporate any materials into the Project or cover any part of the Work until it has been inspected and approved according to the Contract Documents.

13.2.3 The Contractor shall furnish all samples without charge. The Contractor will cooperate with the Project Manager in collecting, handling, storing, and forwarding required samples including the furnishing of manpower and equipment when necessary.

13.2.4 The Contractor will pay the cost of the initial test except when the Contract states otherwise. The Contractor will pay the costs for repeated tests due to failure of the initial test.

### 13.3 **Access to Work**

13.3.1 The Project Manager and the Manager's representatives shall have access to the Project at any time for purposes of inspection, sampling, and testing. Access shall extend to authorized representatives of participating federal or state agencies and to other public authorities having jurisdiction established by law. The Contractor shall provide proper facilities for access to the Project.

13.3.2 Access to the Project shall mean wherever and whenever it is in manufacture, preparation or progress. It shall include access to payrolls, records of personnel, invoices of materials, terms and conditions of sale of materials and equipment to be incorporated in the Project, files, records, books, correspondence, instructions, Drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and any other relevant data and records relating to the Contract.

13.3.3 The Town may, at reasonable times, inspect the part of the plant, place of business or worksite of the Contractor or Subcontractor at any tier which is pertinent to the performance of the Contract.

#### 13.4 **Defective Work and Materials**

13.4.1 Material and workmanship not conforming to the requirements of the Contract are deemed defective. Defective Work or material shall be removed immediately from the Project site and replaced with acceptable Work and material at the Contractor's expense.

13.4.2 If the Contractor fails to replace rejected materials or Work within ten days after receipt of written notice, the Town may replace or correct them and charge the cost to the Contractor and may terminate the right of the Contractor to proceed. Failure to detect previously installed defective materials or workmanship shall not impair the Town's right to receive a completed project which is free of defects and meets all of the requirements of the Contract Documents.

### **Article 14--PAYMENTS TO CONTRACTOR AND COMPLETION**

#### 14.1 **General**

14.1.1 Unless expressly provided otherwise, the prices shown in the Bid Schedule include the cost of all labor, materials, equipment, tools, forms, services, utilities, royalties, fees, and any other thing or expense necessary to complete the Project. Items not shown on the Plans, Specifications or Special Provisions but which are necessary to construct the Project will be considered a part of the Project whether specified or not and no separate payment will be made for these items.

14.1.2 Unless expressly provided otherwise in the Contract, the amount to be paid for the Work includes all labor, materials, forms, tools, scaffolding, plants, equipment, service, utilities, royalties, fees, and everything, whether temporary or permanent, necessary to complete the Project.

14.2 **Determination of Amounts and Quantities:** The Project Manager shall verify determinations of amounts and quantities of Work performed. The Project Manager shall have access to the records as stated in Article 13.3. The method of measurement of the Contract Bid Items will be as specified in the Special Conditions.

#### 14.3 **Variations in Estimated Quantities**

14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and where the actual quantity of such pay item varies more than twenty-five percent below the estimated quantity stated in the Contract, the Contractor shall make an equitable adjustment in the Contract Price, upon demand of the Town. The Contract Price adjustment will be based upon any decrease in costs due solely to the variation below seventy-five percent of the estimated quantity.

14.3.2 Where the quantity of a pay item in the Contract is an estimated quantity and the actual quantity of such pay item is more than twenty-five percent above the estimated quantity in the Contract, the Town may elect to terminate the Contract or issue a Change Order to adjust the Contract Price.

#### 14.4 Monthly Estimates--Partial Payments

- 14.4.2 The Contractor shall prepare monthly partial estimates (monthly estimates) for all Work completed up to that time. The authorized Town representative(s) shall approve the monthly estimates before progress payments will be made. The format of the monthly estimates will be related to the format of the Bid Proposal.
- 14.4.3 In making such progress payments, subject to the exceptions in this Article, the Town will retain five percent of the total amount earned as indicated in the monthly estimate until the Project is substantially completed, provided, however, that at any time after the value of the completed Work equals or exceeds fifty percent of the face value of the Contract, the Town shall, if it finds that satisfactory progress is being made, retain the amount previously withheld but make the remaining partial payments in full. At no time may the amount retained exceed five percent of the total Contract Price.
- 14.4.4 If the Town finds that satisfactory progress is being made in all phases of the Contract, it may, upon written request by the Contractor, authorize payment from the withheld percentage. Before such payment is made, the Town shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any Surety furnishing Bonds for the Contract. The Contractor shall make partial payments of the amount due to each of its Subcontractors in the same manner as the Town is required to pay the Contractor under this Article, providing that the Subcontractor is satisfactorily performing under its Contract with the Contractor.
- 14.4.4 Monthly estimates may include the value of acceptable materials required in the construction which have been delivered on the site of the Work or to adjacent railway siding and for which acceptable provisions have been made for preservation and storage, providing the Contractor submits with its monthly estimate, paid invoices in duplicate for the material for which payment is being requested. Material paid for by the Town becomes the property of the Town and, in the event of the default on the part of the Contractor, the Town may use or cause to be used such materials in construction of the Work provided for in the Contract.
- 14.4.5 The Town may withhold, in addition to retained percentages from Contractor payments, such an amount or amounts as may be necessary to cover:
- (a) Claims for labor or materials furnished the Contractor or Subcontractor(s) or reasonable evidence indicating probable filing of such claims;
  - (b) Failure of the Contractor to make proper payment to Subcontractors or for material or labor furnished by others;
  - (c) A reasonable doubt that the Contract can be completed for the balance then unpaid;
  - (d) Evidence of damage to another Contractor or private property;
  - (e) Uncorrected defective Work or guarantees that have not been met;
  - (g) Failure of the Contractor to submit cost breakdowns, schedules, reports and other information required under the Contract;

- (h) Persistent failure to carry out the Work according to the Contract; or
- (i) Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.

14.4.6 The Town may disburse and has the right to act as agent for the Contractor in disbursing funds, withheld pursuant to this paragraph, to the party or parties who are entitled to payment therefrom, but the Town assumes no obligation to make such disbursement. The Town will render to the Contractor a proper accounting of all funds disbursed under this paragraph.

#### 14.5 Escrow Contract in Lieu of Retainage

14.5.1 When sums are withheld to assure satisfactory performance of any contract exceeding fifty thousand dollars, the Contractor may withdraw the whole or any portion of the withheld sums if the Contractor deposits acceptable securities with the Town's Director of Finance to negotiate the acceptable securities and to receive the payments due the Town pursuant to law or the terms of the Contract. To the extent there are excess funds resulting from negotiation, the balance shall be returned to the Contractor. Acceptable securities which are deposited shall have a market value at least equal in value to the amount withdrawn at all times. If at any time the Town determines that the market value of the acceptable securities deposited has fallen below the amount withdrawn, the Town's Director of Finance shall give notice to the Contractor, who shall deposit additional acceptable securities in an amount sufficient to re-establish a total deposit of securities equal in value to the amount withdrawn.

14.5.2 The Town may enter into an escrow contract or agreement with any national bank, state bank, trust company or savings and loan association located in this state and designated by the Contractor, after notice to the Surety, to provide an escrow agent for the custodial care and servicing of any obligations deposited with it pursuant to §24-91-106, C.R.S., as amended. Such services shall include the safekeeping of the obligations and the rendering of all services required to effectuate the purpose of §§24-91-106 and 38-26-107, C.R.S., as amended.

14.5.3 The Town or any national bank, state bank, trust company or savings and loan association located in the state and designated by the Contractor to serve as custodian for the obligations pursuant to §24-91-106, C.R.S., as amended, shall collect all interest and income when due on the obligations deposited and shall pay them, when and as collected, to the Contractor who deposited the obligations. If the deposit is in the form of coupon Bonds the escrow agent shall deliver each coupon, as it matures, to the Contractor. The Contractor may not charge any expense incurred for this service to the Town.

14.5.4 Any amount deducted by the Town, pursuant to law or the terms of a Contract, from the retained payments otherwise due to the Contractor, will be deducted first from that portion of the retained payments for which no obligation has been substituted and then from the proceeds of any deposited obligation, in which case, the Contractor is entitled to receive the interest, coupons or income only from those obligations which remain on deposit after such amount has been deducted.

- 14.5.5 Provided that the Subcontractor has performed under its Contract with the Contractor, the Contractor shall disburse to each Subcontractor all retained payments and interest disbursed to the Contractor by the Town, in proportion to the respective amounts of retained payments, if any, which the Contractor has withheld from its Subcontractors.
- 14.5.6 The provisions of this Article do not apply if a part of the Contract Price is to be paid with funds from the federal government or from some other source and if the federal government or such other source has inconsistent requirements concerning retention or payment of funds applicable to the Contract.
- 14.5.7 If it becomes necessary for the Town to take over the completion of any Contract, all of the amount owed the Contractor, including the withheld percentage, shall first be applied toward the cost of completion of the Contract and any liquidated damages. Any balance remaining in the retained percentage shall be payable to the Contractor or the Contractor's creditors. Such retained percentage, as may be due any Contractor, shall be due and payable at the expiration of thirty days from the date of the Town Project Final Acceptance.
- 14.6 **Town's Right to Accept Portion of the Project:** The Town reserves the right to accept and make use of any completed section of the Project without invalidating the Contract or obligating the Town to accept the remainder of the Project.
- 14.7 **Substantial Completion:** When the Contractor considers the entire work ready for its intended use, the Contractor shall notify the Project Manager in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that the Project Manager issue a Notice of Substantial Completion. Within a reasonable time, the Contractor, Project Manager and any other appropriate Town representatives shall make an inspection of the Work to determine the status of completion. If the Project Manager does not consider the Work substantially complete, the Project Manager will notify the Contractor in writing giving the reasons for denial of the Notice of Substantial Completion. If the Project Manager considers the Work substantially complete, the Project Manager will prepare and deliver to the contractor a Notice of Substantial Completion which shall fix the date of Substantial Completion. The Project Manager shall attach to the certificate a tentative list ("punch list") of items to be completed or corrected before Final Payment. Warranties required by the Contract shall commence on the date set in the Notice of Construction Completion for the Project, or the date set in the Notice of Construction Completion for a designated portion of the Project, unless otherwise provided in the notice of Substantial Completion.
- 14.8 **Construction Completion:** When the Work specified in the Contract is completed and the final cleanup has been performed, the Contractor shall notify the Project Manager that all Work under the Contract has been completed and the Project Manager shall, within five days after such notice, make the final inspection. If the Project Manager finds that the Project has been completed according to the requirements set forth in the Contract, the Town, upon the recommendation of the Project Manager, shall issue a Notice of Construction Completion. Notices of Construction Completion issued orally or without proper Town authorization are void.
- 14.9 **Claims Against the Contractor:** As provided by Colorado law, persons or businesses, including Subcontractors, who have not been promptly paid by the Contractor and who have provided materials, services and labor of any kind, or labor and material incidental to the completion of the Project, may file claims and the Town may withhold from the Contractor an amount sufficient to cover such claims.

#### 14.10 **Final Payment--Pursuant to Section 38-26-107, C.R.S., as Amended**

- 14.10.1 After the Notice of Construction Completion is issued by the Town, a Notice of Final Settlement shall be advertised at least twice, not less than ten days before the date of Final Settlement, in a newspaper of general circulation in the county where the Work was done. If no claims are filed before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, the Final Payment, including retainage, may be made.
- 14.10.2 If any Subcontractor or Supplier files a claim before the expiration of ten days from the date of the last publication of the Notice of Final Settlement, for Work done or material furnished that has not been paid for by the Contractor, the Town shall withhold from Final Payment to the Contractor sufficient funds to insure the payment of the claims. The funds shall not be withheld longer than ninety days from the date of Final Settlement unless a legal action is started within that time to enforce payment of the claims.
- 14.10.3 At the end of ninety days, or any time before, if the person filing the claim acknowledges receipt of payment for the claim, or otherwise releases the claim in writing, the Town shall pay the Contractor the monies not subject to suit or lis pendens notices.
- 14.10.4 Monies that are the subject of a suit will be withheld until a judgment is rendered in the suit.

#### **Article 15--CONTRACT TERMINATION**

- 15.1 **Town's Right to Terminate Contract for Convenience:** The Town shall, at any time, have the right to terminate the Contract, for convenience, upon giving written notice to the Contractor. The Contractor shall be entitled to the full amount of the approved estimate for the Work satisfactorily completed under the Contract up to the time of such termination, including the retained percentage. The Town shall reimburse the Contractor for such expenditures as, in the judgment of the Project Manager, are not otherwise compensated for, together with the cost of moving to and from the Project and a reasonable profit on the Work deleted by reason of the annulment of the Contract, in order that an equitable settlement is made with the Contractor.
- 15.2 **Town's Right to Terminate Contract for Default:** The Project Manager, with the approval of the Town and acting on behalf of the Town, may serve notice upon the Contractor and its Surety of the intention to terminate the Contract if the performance of the Work set forth under the Contract is unnecessarily or unreasonably delayed by the Contractor, or if any of the provisions of the Contract are being violated by the Contractor or its Subcontractors. The Contract is terminated unless, in the opinion of the Project Manager, the Contractor corrects the violation within five days after the notice is served. In the event of such termination, the Project Manager, acting on behalf of the Town, shall immediately serve notice of the termination and the Surety's right to complete the Contract upon the Surety and the Contractor. The Surety shall have the right to take over and perform the Work called for in the Contract. The Surety is then bound by all the provisions of the Contract. If the Surety does not commence performance of the Work within ten days from the date of the notice, the Town may take over the Project and, without prejudice to any other remedies, complete the Project and the Contractor and its Surety are liable to the Town for any excess costs incurred by the Town.

### 15.3 Contractor's Right to Terminate Contract

15.3.4 The Contractor may terminate the Contract if the Work is stopped for a period of three months under any order of any court or other public authority through no act or fault of the Contractor or of anyone employed by it.

15.3.2 The Contractor may suspend Work if Town fails to make payments at the times provided in the Contract and the Contractor has given the Town written notice seven days before suspending Work. The Contractor may terminate the Contract, at its option, if the Town continues to be in default thirty days after the date of the written notice. Failure by the Town to make payments at the times provided is a bar to any claim by the Town against the Contractor for delay in completion of the Project if the Contractor suspended Work for that reason.

15.3.3 If the Contractor terminates the Contract, it may recover the price of all Work done and materials provided and all damages sustained.

### Article 16--EQUAL OPPORTUNITY

16.1 **General:** During the performance of the Contract, the Contractor agrees as follows:

16.1.4 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

16.1.5 The Contractor shall ensure that all Subcontractors shall not discriminate against any employee or applicant for employment because of race, color, age, disability, religion, sex, national origin, or as otherwise prohibited by law.

### Article 17--AUDIT

#### 17.1 Records and Reports

17.1.1 The Contractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the Contract in which the Work is completed.

17.1.2 The Subcontractor shall keep and preserve full and detailed accounts relating to the Contract for a period of three years from the date of final payment under the subcontract.

17.2 **Access:** The Contractor shall permit the Town and the Town's accountants to have access as stated in Article 13.3 and to the records kept per Article 17.2 for the purpose of making such financial audits, or verifications as the Town deems necessary or appropriate concerning the Contractor's performance under the Contract.

### Article 18--MISCELLANEOUS

18.1 **Reservation of Right to Bar Persons from the Work and Site:** The Town reserves the right to bar any person, including employees of the Contractor and Subcontractors, from the Town's Work site. This shall not be treated as a request for the employee's termination but a request that the

- employee not be assigned to work on the Town Work site. No increase in contract time or price is authorized.
- 18.2 **Provisions Construed as to Fair Meaning.** The provisions of the Contract shall be construed as to their fair meaning, and not for or against any party based upon any attributes to such party of the source of the language in question.
- 18.3 **Headings for Convenience:** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of the Contract.
- 18.4 **No Implied Representations:** No representations, agreements, covenants, warranties, or certifications, express or implied, exist as between the parties, except as specifically set forth in the Contract.
- 18.5 **Financial Obligations of Town:** All financial obligations of the Town under the Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in the Contract shall be deemed a pledge of the Town's credit, or a payment guarantee by the Town to the Contractor.
- 18.6 **Assignment/transference:** The Contractor may not assign or transfer any interest in the Contract, including any money due or to become due, without the prior written consent of the Town.
- 18.7 **Amendments.** The parties shall only amend the Contract in writing with the proper official signatures and, if required elsewhere in this Contract, on the proper forms.
- 18.8 **Waiver.** No waiver of a breach or default under the Contract is a waiver of any other or subsequent breach or default.
- 18.9 **Governing Law.** The Contract is governed and to be construed according to the laws of the State of Colorado.
- 18.10 **Binding Contract.** The Contract is binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.
- 18.1 **Colorado Labor Preference.** In accordance with the requirements of the Colorado Labor on Public Works Act, Section 8-17-101, et seq., C.R.S., Contractor shall ensure that Colorado labor shall be employed to perform at least 80% of the work. It shall be the sole responsibility of Contractor to ensure that all Subcontractors comply with this requirement.

#### **Article 19—DAVIS-BACON AND RELATED ACT PROVISIONS**

- 19.1 **Applicability.** This section is applicable to each contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 of 29 C.F.R.
- 19.2 **Minimum Wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4) of 29 C.F.R. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits,

where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account, assets for the meeting of obligations under the plan or program.

19.3 **Withholding.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

19.4 **Payrolls and basic records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program

described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).
- (B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 19.5 Apprentices and trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails

for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 19.6 **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- 19.7 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- 19.8 **Compliance with Davis–Bacon and Related Act requirements.** All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 19.9 **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall

be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

- 19.10 **Certificate of eligibility.** By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1). The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- 19.11 **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 19.12 **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- 19.13 **Other.** Contractor shall comply with all applicable HUD forms which can be found at <http://www.hudclips.org/cgi/index.cgi>. The forms applicable to this contract may include HUD-254, HUD-4010, HUD-5370, HUD-5370-EZ, and HUD-5370-C.

#### **Article 20—CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- 20.1 **Applicability.** The clauses in this Article apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- 20.2 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 20.3 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 20.2 of this Article the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 20.2 of this Article, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 20.2 of this Article.

- 20.4 **Withholding for unpaid wages and liquidated damages.** The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 20.5 **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 20.1-20.5 of this Article and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 20.1-20.5 of this Article.
- 20.6 **Other.** In addition to the clauses contained in Article 20, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1 of 29 C.R.F, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the contracting agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.



**EXHIBIT 3**

CONTRACTOR'S CERTIFICATE OF INSURANCE

PREVIOUSLY EXECUTED



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2025

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> 415-391-1500 <b>FAX (A/C. No):</b> 415-391-1882 <b>E-MAIL ADDRESS:</b> CertRequests@ajg.com															
<b>INSURED</b> Garney Holding Company/Garney Companies, Inc./ Garney Construction/Garney Pacific, Inc./Garney Federal, Inc, 1700 Swift Street, Suite 200 North Kansas City MO 64116		License#: 0D69293 GARNCOM-02	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D : XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER E : Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : Travelers Property Casualty Co of America	25674	INSURER C : Berkley Assurance Company	39462	INSURER D : XL Insurance America, Inc.	24554	INSURER E : Starr Indemnity & Liability Company	38318	INSURER F :	
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INSURER F :																	

**COVERAGES**

CERTIFICATE NUMBER: 1917767085

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2641426942724	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <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	Y	Y	AS2641426942714	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D E	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y	Y	US00143952L124A 1000588640241	10/1/2024 10/1/2024	10/1/2025 10/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Each Occ/Aggregate \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WA264D426942734	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Inland Marine Professional Liability Pollution Liability	Y Y Y	Y Y Y	QT6301L164501TIL24 PCADB50260061024	10/1/2024 10/1/2024	10/1/2025 10/1/2025	Leased/Rented Equip. \$3,000,000 Ea. Claim-Occ./Agg. \$10,000,000 Ea. Claim-Occ./Agg. \$10,000,000

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

Job # 6764 Ray Waterman Regional Water Treatment Center and Bell Mountain Ranch LAS Conversion Projects  
 ADDITIONAL INSURED(S): Town of Castle Rock, its elected and appointed officials, officers, employees, agents, including Burns & McDonnell Engineering, Inc. and volunteers acting within the course and scope of their duties for the Town.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Castle Rock  
 100 N. Wilcox Street  
 Castle Rock CO 80104

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

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

**EXHIBIT 4**

CONTRACTOR'S PROPOSAL

PREVIOUSLY EXECUTED

June 18, 2025

Emily Huth  
 Project Manager  
 175 Kellogg Court  
 Castle Rock, CO 80109p

**RE: Ray Waterman and Bell Mountain Ranch – Equipment Procurement Proposal**

Emily,

Garney greatly appreciates the opportunity to work with the Town of Castle Rock on the upcoming modifications for the Ray Waterman Regional Water Treatment Facility and the Bell Mountain Ranch Treatment Facility.

As we continue to work on finalizing the overall price for this project and in response to your request to expedite the procurement of the long lead time equipment, I have provided pricing and the cost details below for your review and use:

<b>BREAKDOWN BY BID ITEM</b>		<b>Early Procurement</b>
15	Early Procurement of Instrumentation & Controls - Ray Waterman & Bell Mountain Ranch	444,000
16	Early Procurement of Tanks and Pumps - Ray Waterman & Bell Mountain Ranch	504,500
<b>SUBTOTAL COSTS</b>		<b>948,500</b>
<b>INDIRECT COST</b>		<b>Early Procurement</b>
	General Conditions	43,505
12.00%	Construction Fee	119,041
2.00%	Bonds & Insurance & Builder's Risk	22,221
<b>SUBTOTAL BREAKDOWN BY BID ITEM</b>		<b>1,133,267</b>
<b>ALLOWANCES, CONTINGENCIES</b>		
2.00%	Escalation Contingency - Materials and Subcontractors	18,970
5.00%	Construction Contingency - On Direct Cost Only	47,425
<b>SUBTOTAL BREAKDOWN BY BID ITEM + CONTINGENCIES</b>		<b>1,199,662</b>
<b>OWNER'S CONTINGENCY</b>		<b>Early Procurement</b>
5.00%	Owner's Contingency	
<b>TOTAL BREAKDOWN BY BID ITEM</b>		<b>1,199,662</b>

In the attachments below (A & B), I have included the equipment and instrumentation proposals from LSI and MTE on what specific equipment is included in the quote above.

Please let us know if you have any questions.

Sincerely,

GARNEY COMPANIES, INC.



Richard Aguirre  
 Senior Project Manager

ATTACHMENT A:

LSI EQUIPMENT AND  
INSTRUMENTATION

PREVIOUSLY EXECUTED

## 29399F - LSI Provided Equipment & Instrumentation

This document will detail the equipment and instrumentation that will be provided by LSI for the scope of work required for the Bell Mountain and Ray Waterman LAS Conversion project.

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PREVIOUSLY EXECUTED

**Bell Mountain Instrumentation:**

In support of the scope, LSI will be providing the following instrumentation for the Bell Mountain Site:

<b>Bell Mountain Instrumentation</b>	
<b>Qty</b>	<b>Description</b>
1 EA	Electronic Flow Meter, Endress + Hauser Promag W 500 <ul style="list-style-type: none"> <li>• 8" Pipe Size</li> <li>• Stainless Ground Disks</li> <li>• Ethernet/IP, 4/20mA</li> <li>• Remote Transmitter, 165' Cable</li> </ul> <p style="text-align: right; color: red;">5-6 Week Procurement Lead Time</p>
1EA	Pressure Transmitter, Endress + Hauser Cerabar PMP71 <ul style="list-style-type: none"> <li>• Diaphragm Seal, Factory Installed</li> </ul> <p style="text-align: right; color: red;">5-6 Week Procurement Lead Time</p>
2 EA	Clearwell Intrusion Switch <ul style="list-style-type: none"> <li>• Allen Bradley 802B Series</li> </ul> <p style="text-align: right; color: red;">4-5 Week Procurement Lead Time</p>
1 EA	Clearwell Tank Level <ul style="list-style-type: none"> <li>• Endress + Hauser FMR30B</li> </ul> <p style="text-align: right; color: red;">5-6 Week Procurement Lead Time</p>
3 EA	Power Fail Solenoids <ul style="list-style-type: none"> <li>• 24VDC ASCO Solenoid Valves</li> </ul> <p style="text-align: right; color: red;">5-6 Week Procurement Lead Time</p>
3 EA	<b>Chemical Tank Level</b> Radar Level Transmitter, Endress + Hauser FMR10 <ul style="list-style-type: none"> <li>• Remote Level Indication, VEGA</li> <li>• TAG: BMR-LIT-4100, BMR-LIT-4200, BMR-LIT-4300</li> </ul> <p style="text-align: right; color: red;">4-5 Week Procurement Lead Time</p>
4EA	<b>Chemical Pump Discharge Pressure</b> Pressure Switch, Ashcroft Pressure Gauge, Ashcroft <ul style="list-style-type: none"> <li>• Diaphragm Seals (2), Ashcroft</li> </ul> <p style="text-align: right; color: red;">4-5 Week Procurement Lead Time</p>
<b>Bell Mountain Chlorine/pH Analyzers</b>	
3 EA	Liquiline CM444, 4 channel transmitter, Endress + Hauser <ul style="list-style-type: none"> <li>• 24VDC Supply Power</li> <li>• 2 Analog Outputs</li> </ul> FlowFit CYA27, Endress + Hauser

2 EA	Memosens CCS53E Total Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: BMR-AIT-5100, BMR-AIT-5300</li> </ul> Memosens CCS51E Free Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: BMR-AIT-5000, BMR-AIT-5200</li> </ul>
4 EA	Memosens CPS31E pH Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> </ul>
<b>9-10 Week Procurement Lead Time</b>	

Note – Procurement Lead Times for instrumentation will begin upon the approval of instrument transmittals. For the purpose of this document, include two (2) weeks for instrument submittals and two (2) weeks for client approval.

### Bell Mountain Control Panels:

In support of the scope, LSI will be providing the following Control Panels for the Bell Mountain Site:

<b>Bell Mountain Control Panel (Backplane Only)</b>	
Qty	Description
1 EA	<b>Control Panel Backplane</b> <ul style="list-style-type: none"> <li>• Backpanel for 60" x 36" Enclosure</li> </ul>
1 EA 1 EA 1 EA	<b>Control Panel Accessories &amp; Hardware</b> <ul style="list-style-type: none"> <li>• Intrusion Detection</li> <li>• Panel Illumination</li> <li>• Allen Bradley 15" Panelview</li> </ul>
3 EA 1 EA 1 EA 1 EA As Req.	<b>Controller and I/O</b> <ul style="list-style-type: none"> <li>• Allen Bradley ControlLogix 8 channel analog input module</li> <li>• Allen Bradley ControlLogix 8 channel analog output module</li> <li>• Allen Bradley ControlLogix 32 channel digital input module</li> <li>• Allen Bradley ControlLogix 16 channel digital output module</li> <li>• Allen Bradley ControlLogix I/O Card Terminal Blocks</li> </ul>
1 EA	<b>Networking</b> <ul style="list-style-type: none"> <li>• 10 Port - 8 RJ45 &amp; 2 GE Combo Port Cisco Network Switch</li> </ul>
1 EA 2 EA 1 EA 1 EA 1 EA	<b>Power Distribution</b> <ul style="list-style-type: none"> <li>• Phoenix Contact Line Surge Protection</li> <li>• Phoenix Contact 120VAC/24VDC Power Supply</li> <li>• Phoenix Contact 24VDC Ethernet UPS</li> <li>• Phoenix Contact Lithium Ion Battery (128Wh)</li> <li>• Phoenix Contact 24V Redundancy Module</li> </ul>
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>• Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>
<b>6-8 Week Procurement Lead Time</b>	

<b>Bell Mountain Fill Station Panels (3)</b>	
<b>Qty</b>	<b>Description</b>
1 EA 1 EA	<b>Control Panel Enclosure &amp; Backplane</b> <ul style="list-style-type: none"> <li>• NEMA 4X - 24" x 20" x 10" Enclosure</li> <li>• Backpanel for 24" x 20" Enclosure</li> </ul>
1 EA 1 EA 1 EA 1 EA	<b>Control Panel Accessories &amp; Hardware</b> <ul style="list-style-type: none"> <li>• Phoenix Contact MCR digital display, 5-fig. display, 4-20mA</li> <li>• Red Illuminated 30mm Alarm Light, 24VDC</li> <li>• Blue 30mm Push Button Reset, 24VDC</li> <li>• Allen Bradley Audible Alarm, 24VDC</li> </ul>
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>• Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>
<b>5-6 week procurement lead time</b>	

Note – Procurement Lead Times for control panel hardware will begin upon the approval of design drawings. For the purpose of this document, include two (2) weeks for panel design and two (2) weeks for client approval, and an additional 4-6 estimated weeks for fabrication and testing.

PREVIOUSLY UNCLASSIFIED

**Ray Waterman Instrumentation:**

In support of the scope, LSI will be providing the following instrumentation for the Bell Mountain Site:

<b>Ray Waterman Chemical Building Instrumentation</b>	
<b>Qty</b>	<b>Description</b>
3 EA	<p><b>Chemical Tank Level</b>                      Radar Level Transmitter, Endress + Hauser FMR10</p> <ul style="list-style-type: none"> <li>• Remote Level Indication, VEGA</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>
4 EA	<p><b>Chlorine Pump Discharge Pressure</b>                      Pressure Switch, Ashcroft                      Pressure Gauge, Ashcroft</p> <ul style="list-style-type: none"> <li>• Diaphragm Seals (2), Ashcroft</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>
2 EA	<p><b>Ammonium Sulfate Pump Discharge Pressure</b>                      Pressure Transmitter, Endress + Hauser Cerabar PMP71</p> <ul style="list-style-type: none"> <li>• Diaphragm Seal, Factory Installed</li> </ul> <p>Pressure Switch, Ashcroft                      Pressure Gauge, Ashcroft</p> <ul style="list-style-type: none"> <li>• Diaphragm Seals (2), Ashcroft</li> </ul> <p style="text-align: right;">5-6 Week Procurement Lead Time</p>

PREVIOUSLY EXECUTED

Red Zone PRV Vault Instrumentation	
Qty	Description
1 EA	Intrusion Switch <ul style="list-style-type: none"> <li>• IFM Ultrasonic Sensor with cordset</li> <li>• TAG: RW-ZS-432</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>
2EA	Pressure Transmitter, Endress + Hauser Cerabar PMP71 <ul style="list-style-type: none"> <li>• Diaphragm Seal, Factory Installed</li> </ul> Pressure Gauge, Ashcroft Diaphragm Seal, Ashcroft TAG: RW-PIT-421, RW-PIT-422 <p style="text-align: right;">5-6 Week Procurement Lead Time</p>
1 EA	Electronic Flow Meter, Endress + Hauser Promag W 500 <ul style="list-style-type: none"> <li>• 6" Pipe Size</li> <li>• Stainless Ground Disks</li> <li>• Ethernet/IP, 4/20mA</li> <li>• Remote Transmitter, 60' Cable</li> <li>• TAG: RW-FIT-400</li> </ul> <p style="text-align: right;">5-6 Week Procurement Lead Time</p>
4 EA	Valve Position Indication, CLA-VAL <ul style="list-style-type: none"> <li>• TAG: RW-ZSC-411, RW-ZSO-411, RW-ZSC-412. RW-ZSO-412</li> </ul> <p style="text-align: right;">5-6 Week Procurement Lead Time</p>
1 EA	Water On Floor Level Switch, GEMS <ul style="list-style-type: none"> <li>• LS-270 Series, Single-Point Level Switch</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>

Red and Green Zone Meter Vault	
Qty	Description
1 EA	Intrusion Switch <ul style="list-style-type: none"> <li>• IFM Ultrasonic Sensor with cordset</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>
1 EA	Water On Floor Level Switch, GEMS <ul style="list-style-type: none"> <li>• LS-270 Series, Single-Point Level Switch</li> </ul> <p style="text-align: right;">4-5 Week Procurement Lead Time</p>

<b>Analyzer Cabinet (RW-AC-300)</b>	
2 EA	Liquiline CM444, 4 channel transmitter, Endress + Hauser <ul style="list-style-type: none"> <li>• 24VDC Supply Power</li> <li>• 2 Analog Outputs</li> </ul> FlowFit CYA27, Endress + Hauser Memosens CCS53E Total Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: RW-AIT-301, RW-AIT-303</li> </ul> Memosens CCS51E Free Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: RW-AIT-300, RW-AIT-302</li> </ul>
<b>9-10 Week Procurement Lead Time</b>	
1 EA	Vault Ambient Temperature <ul style="list-style-type: none"> <li>• Temperature Transmitter, IFM</li> <li>• Remote Level Indication, VEGA</li> <li>• TAG: RW-TIT-300</li> </ul>
<b>4-5 Week Procurement Lead Time</b>	

<b>Wise Water Control Valve Vault</b>	
<b>Qty</b>	<b>Description</b>
1 EA	Intrusion Switch <ul style="list-style-type: none"> <li>• IFM Ultrasonic Sensor</li> </ul>
<b>4-5 Week Procurement Lead Time</b>	
1 EA	Water On Floor Level Switch, GEMS <ul style="list-style-type: none"> <li>• LS-270 Series, Single-Point Level Switch</li> </ul>
<b>4-5 Week Procurement Lead Time</b>	
<b>Wise Water Control Valve Vault Analyzer Cabinet (RW-AC-200)</b>	
1 EA	Liquiline CM444, 4 channel transmitter, Endress + Hauser <ul style="list-style-type: none"> <li>• 24VDC Supply Power</li> <li>• 2 Analog Outputs</li> </ul> FlowFit CYA27, Endress + Hauser Memosens CCS53E Total Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> </ul>

	<ul style="list-style-type: none"> <li>• TAG: RW-AIT-201</li> </ul> Memosens CCS51E Free Chlorine Digital Sensor, Endress + Hauser	
	<ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: RW-AIT-202</li> </ul>	9-10 Week Procurement Lead Time
1 EA	Vault Ambient Temperature <ul style="list-style-type: none"> <li>• Temperature Transmitter, IFM</li> <li>• Remote Level Indication, VEGA</li> <li>• TAG: RW-TIT-200</li> </ul>	4-5 Week Procurement Lead Time

Wise Water Flow Meter and CL2 Vault		
Qty	Description	
1 EA	Intrusion Switch <ul style="list-style-type: none"> <li>• IFM Ultrasonic Sensor</li> </ul>	4-5 Week Procurement Lead Time
1 EA	Water On Floor Level Switch, GEMS <ul style="list-style-type: none"> <li>• LS-270 Series, Single-Point Level Switch</li> </ul>	4-5 Week Procurement Lead Time
Wise Water Flow Meter and CL2 Vault Analyzer Cabinet (RW-AC-100)		
1 EA	Liquiline CM444, 4 channel transmitter, Endress + Hauser <ul style="list-style-type: none"> <li>• 24VDC Supply Power</li> <li>• 2 Analog Outputs</li> </ul> FlowFit CYA27, Endress + Hauser Memosens CCS53E Total Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: RW-AIT-101</li> </ul> Memosens CCS51E Free Chlorine Digital Sensor, Endress + Hauser <ul style="list-style-type: none"> <li>• Digital Measuring Cable, 10m</li> <li>• TAG: RW-AIT-102</li> </ul>	9-10 Week Procurement Lead Time
1 EA	Vault Ambient Temperature <ul style="list-style-type: none"> <li>• Temperature Transmitter, IFM</li> <li>• Remote Level Indication, VEGA</li> <li>• TAG: RW-TIT-100</li> </ul>	4-5 Week Procurement Lead Time

<b>Chemical Injection Vault</b>
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Qty	Description
1 EA	Intrusion Switch • IFM Ultrasonic Sensor 4-5 Week Procurement Lead Time
1 EA	Water On Floor Level Switch, GEMS • LS-270 Series, Single-Point Level Switch 4-5 Week Procurement Lead Time

Note – Procurement Lead Times for instrumentation will begin upon the approval of instrument transmittals. For the purpose of this document, include two (2) weeks for instrument submittals and two (2) weeks for client approval.

PREVIOUSLY EXECUTED

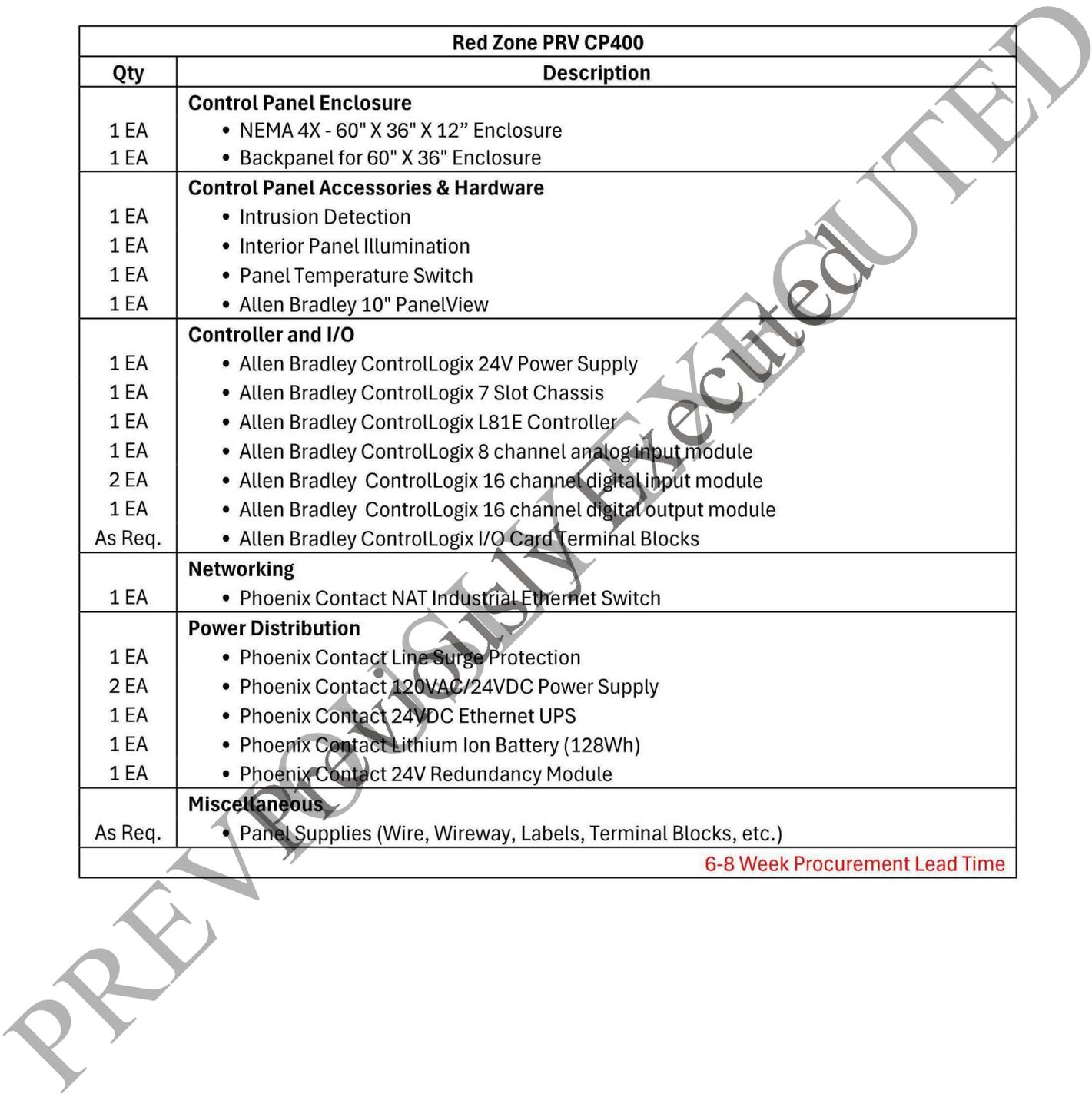
## Ray Waterman Control Panels:

In support of the scope, LSI will be providing the following Control Panels for the Ray Waterman Site:

Ray Waterman CP8000	
Qty	Description
1 EA 1 EA	<b>Control Panel Enclosure</b> <ul style="list-style-type: none"> <li>NEMA 4X for 90" x 72" x 20" Enclosure</li> <li>Backpanel for 90" x 72" Enclosure</li> </ul>
1 EA 2 EA 1 EA 1 EA	<b>Control Panel Accessories &amp; Hardware</b> <ul style="list-style-type: none"> <li>Intrusion Detection</li> <li>Interior Panel Illumination (Multi-Door)</li> <li>Panel Temperature Switch</li> <li>Allen Bradley 15" PanelView</li> </ul>
1 EA 1 EA 1 EA 1 EA 5 EA 2 EA 5 EA 2 EA As Req.	<b>Controller and I/O</b> <ul style="list-style-type: none"> <li>Allen Bradley ControlLogix 24V Power Supply</li> <li>Allen Bradley ControlLogix 17 Slot Chassis</li> <li>Allen Bradley ControlLogix L83E Controller</li> <li>Allen Bradley ControlLogix Ethernet Adapter Module</li> <li>Allen Bradley ControlLogix 8 channel analog input module</li> <li>Allen Bradley ControlLogix 8 channel analog output module</li> <li>Allen Bradley ControlLogix 16 channel digital input module</li> <li>Allen Bradley ControlLogix 16 channel digital output module</li> <li>Allen Bradley ControlLogix I/O Card Terminal Blocks</li> </ul>
1 EA	<b>Networking</b> <ul style="list-style-type: none"> <li>Stratix 5800 Network Switch -10 Port - 8 RJ45 &amp; 2 SPF</li> <li>Stratix 5800 Expansion Module 8 Port - 6 RJ45 &amp; 2 SPF</li> </ul>
1 EA 2 EA	<b>Fiber Patch Panel</b> <ul style="list-style-type: none"> <li>Fiber Patch Panel - for 16" x 16" Enclosure</li> <li>Opticom Fiber Adapter Panel</li> </ul>
1 EA 2 EA 1 EA 2 EA 1 EA	<b>Power Distribution</b> <ul style="list-style-type: none"> <li>Phoenix Contact Line Surge Protection</li> <li>Phoenix Contact 120VAC/24VDC Power Supply</li> <li>Phoenix Contact 24VDC Ethernet UPS</li> <li>Phoenix Contact Lithium Ion Battery (128Wh)</li> <li>Phoenix Contact 24V Redundancy Module</li> </ul>
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>
<b>6-8 Week Procurement Lead Time</b>	

<b>Red Zone PRV CP400</b>	
<b>Qty</b>	<b>Description</b>
	<b>Control Panel Enclosure</b>
1 EA	• NEMA 4X - 60" X 36" X 12" Enclosure
1 EA	• Backpanel for 60" X 36" Enclosure
	<b>Control Panel Accessories &amp; Hardware</b>
1 EA	• Intrusion Detection
1 EA	• Interior Panel Illumination
1 EA	• Panel Temperature Switch
1 EA	• Allen Bradley 10" PanelView
	<b>Controller and I/O</b>
1 EA	• Allen Bradley ControlLogix 24V Power Supply
1 EA	• Allen Bradley ControlLogix 7 Slot Chassis
1 EA	• Allen Bradley ControlLogix L81E Controller
1 EA	• Allen Bradley ControlLogix 8 channel analog input module
2 EA	• Allen Bradley ControlLogix 16 channel digital input module
1 EA	• Allen Bradley ControlLogix 16 channel digital output module
As Req.	• Allen Bradley ControlLogix I/O Card Terminal Blocks
	<b>Networking</b>
1 EA	• Phoenix Contact NAT Industrial Ethernet Switch
	<b>Power Distribution</b>
1 EA	• Phoenix Contact Line Surge Protection
2 EA	• Phoenix Contact 120VAC/24VDC Power Supply
1 EA	• Phoenix Contact 24VDC Ethernet UPS
1 EA	• Phoenix Contact Lithium Ion Battery (128Wh)
1 EA	• Phoenix Contact 24V Redundancy Module
	<b>Miscellaneous</b>
As Req.	• Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)

**6-8 Week Procurement Lead Time**



<b>RW-AC-300</b>	
Qty	Description
1 EA	<b>Control Panel Enclosure</b> <ul style="list-style-type: none"> <li>NEMA 4X - 48" X 36" X 12" Enclosure</li> <li>Backpanel for 48" X 36" Enclosure</li> </ul>
1 EA	
1 EA	<b>Controller and I/O</b> <ul style="list-style-type: none"> <li>Allen Bradley CompactLogix Ethernet Adapter</li> <li>Allen Bradley CompactLogix 24VDC Power Supply</li> <li>Allen Bradley CompactLogix 4 channel analog input module</li> <li>Allen Bradley CompactLogix 16 channel digital input module</li> </ul>
1 EM	
2 EA	
1 EA	
1 EA	<b>Networking</b> <ul style="list-style-type: none"> <li>Unmanaged 8 RJ45 Stratix 2000</li> </ul>
1 EA	<b>Power Distribution</b> <ul style="list-style-type: none"> <li>Phoenix Contact Line Surge Protection</li> <li>Phoenix Contact 120VAC/24VDC Power Supply</li> <li>Phoenix Contact 24VDC Ethernet UPS</li> <li>Phoenix Contact Lithium Ion Battery (128Wh)</li> <li>Phoenix Contact 24V Redundancy Module</li> </ul>
2 EA	
1 EA	
1 EA	
1 EA	
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>
<b>6-8 Week Procurement Lead Time</b>	

<b>RW-AC-100</b>	
Qty	Description
1 EA	<b>Control Panel Enclosure</b> <ul style="list-style-type: none"> <li>NEMA 4X - 48" X 36" X 12" Enclosure</li> <li>Backpanel for 48" X 36" Enclosure</li> </ul>
1 EA	
1 EA	<b>Networking</b> <ul style="list-style-type: none"> <li>Unmanaged 8 RJ45 Stratix 2000</li> </ul>
1 EA	<b>Power Distribution</b> <ul style="list-style-type: none"> <li>Phoenix Contact Line Surge Protection</li> <li>Phoenix Contact 120VAC/24VDC Power Supply</li> <li>Phoenix Contact 24VDC Ethernet UPS</li> <li>Phoenix Contact Lithium Ion Battery (128Wh)</li> <li>Phoenix Contact 24V Redundancy Module</li> </ul>
2 EA	
1 EA	
1 EA	
1 EA	
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>
<b>6-8 Week Procurement Lead Time</b>	

<b>RW-AC-200</b>		
Qty	Description	
1 EA	<b>Control Panel Enclosure</b> <ul style="list-style-type: none"> <li>NEMA 4X - 48" X 36" X 12" Enclosure</li> </ul>	
1 EA		<ul style="list-style-type: none"> <li>Backpanel for 48" X 36" Enclosure</li> </ul>
1 EA	<b>Networking</b> <ul style="list-style-type: none"> <li>Unmanaged 8 RJ45 Stratix 2000</li> </ul>	
1 EA	<b>Power Distribution</b> <ul style="list-style-type: none"> <li>Phoenix Contact Line Surge Protection</li> </ul>	
2 EA		<ul style="list-style-type: none"> <li>Phoenix Contact 120VAC/24VDC Power Supply</li> </ul>
1 EA		<ul style="list-style-type: none"> <li>Phoenix Contact 24VDC Ethernet UPS</li> </ul>
1 EA		<ul style="list-style-type: none"> <li>Phoenix Contact Lithium Ion Battery (128Wh)</li> </ul>
1 EA		<ul style="list-style-type: none"> <li>Phoenix Contact 24V Redundancy Module</li> </ul>
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>	
<b>6-8 Week Procurement Lead Time</b>		

<b>Ray Waterman Fill Station Panels (3)</b>		
Qty	Description	
1 EA	<b>Control Panel Enclosure &amp; Backplane</b> <ul style="list-style-type: none"> <li>NEMA 4X - 24" x 20" x 10" Enclosure</li> </ul>	
1 EA		<ul style="list-style-type: none"> <li>Backpanel for 24" x 20" Enclosure</li> </ul>
1 EA	<b>Control Panel Accessories &amp; Hardware</b> <ul style="list-style-type: none"> <li>Phoenix Contact MCR digital display, 5-fig. display, 4-20mA</li> </ul>	
1 EA		<ul style="list-style-type: none"> <li>Red Illuminated 30mm Alarm Light, 24VDC</li> </ul>
1 EA		<ul style="list-style-type: none"> <li>Blue 30mm Push Button Reset, 24VDC</li> </ul>
1 EA		<ul style="list-style-type: none"> <li>Allen Bradley Audible Alarm, 24VDC</li> </ul>
As Req.	<b>Miscellaneous</b> <ul style="list-style-type: none"> <li>Panel Supplies (Wire, Wireway, Labels, Terminal Blocks, etc.)</li> </ul>	
<b>5-6 week procurement lead time</b>		

Note – Procurement Lead Times for control panel hardware will begin upon the approval of design drawings. For the purpose of this document, include two (2) weeks for panel design and two (2) weeks for client approval, and an additional 4-6 estimated weeks for fabrication and testing.

**ATTACHMENT B:**

**MTE EQUIPMENT**

**PREVIOUSLY EXECUTED**



## EQUIPMENT PROPSOAL Rev0

**DATE:** 6/18/2025

**TO:** Richard Aguirre - Garney

**FOB:** Shipping Point

**PROJECT:** Bell Mountain Ranch + Ray Waterman

**TERMS:** Net 30 Days

### Bell Mountain Ranch

1ea Chemical Feed Panel – Sodium Hydroxide

- Wall Mounted, Single Pump
- 3/4" White Polypro Welded Construction
- 1/2" CPVC/TFE/EPDM
- (9) 1/2" Ball Valve
- (1) 1/2" Y-Strainer
- (1) Calibration Column, 100ml
- (1) 1/2" PRV
- (1) Pressure Gauge & Switch w/Dia. Seal
- (1) 1/2" Check Valve
- (1) 1/2" BPV

1ea Chemical Feed Panel – Sodium Hypochlorite

- Wall Mounted, Single Pump
- 3/4" White Polypro Welded Construction
- 1/2" PVC/TFE/Viton
- (9) 1/2" Ball Valve
- (1) 1/2" Y-Strainer
- (1) Calibration Column, 100ml
- (1) 1/2" PRV
- (1) Pressure Gauge & Switch w/Dia. Seal
- (1) 1/2" Check Valve
- (1) 1/2" BPV

1ea Chemical Feed Panel – Ammonium Sulfate

- Wall Mounted, Dual Pump
- 3/4" White Polypro Welded Construction
- 1/2" PVC/TFE/EPDM
- (18) 1/2" Ball Valve
- (2) 1/2" Y-Strainer
- (2) Calibration Column, 100ml
- (2) 1/2" PRV
- (2) Pressure Gauge & Switch w/Dia. Seal
- (2) 1/2" Check Valve
- (2) 1/2" BPV

- 2ea Diaphragm Metering Pump – Ammonium Sulfate
- Encore 700, 0.007-1.3gph @ 175psi
  - ABB 523 VFD Mounted Inside FRP Pump Control Panel
  - Pump Stand
  - Spare Parts
- 1ea 300-gal Tank – Sodium Hypochlorite
- 1.9SG XLPE Single Wall, PVC/Viton/Titanium – 35”D x 82”H
  - (1) 2” Overflow, Upper Sidewall
  - (1) 2” Outlet w/Siphon Drain, Lower Sidewall
  - (1) 1” Site Gauge, Upper/Lower Sidewall
  - (2) 3” Vent & Level Transmitter, Top Mounted
  - (1) 1-1/2” Fill, Upper Sidewall Mounted
  - (1) FRP Ladder
  - (1) Seismic Restraint System w/Calcs
  - (1) Tank Accessories, 2” Camlock, Checks, Ball Valves, Flex Connection, Vent Dia. & Signage
- 1ea 400-gal Tank – Ammonium Sulfate
- 1.9SG XLPE Double Wall, PVC/Viton/Hast C – 47”D x 76”H
  - (1) 2” Overflow, Upper Sidewall
  - (1) 2” Outlet w/Siphon Drain, Lower Sidewall
  - (2) 4” Vent & Level Transmitter, Top Mounted
  - (1) 2” Fill, Upper Sidewall Mounted
  - (1) FRP Ladder
  - (1) Seismic Restraint System w/Calcs
  - (1) Tank Accessories, 2” Camlock, Checks, Ball Valves, Flex Connection, Vent Dia. & Signage
- 1ea 40-gal Tank – Sodium Hydroxide
- 1.9SG XLPE Double Wall, CPVC/EPDM/SS – 27”D x 34”H
  - (1) 1-1/2” Overflow, Top Mounted
  - (1) 2” Outlet w/Siphon Drain, Lower Sidewall
  - (2) 3” Vent & Level Transmitter, Top Mounted
  - (1) 1-1/2” Fill, Upper Sidewall Mounted
  - (1) Tank Accessories, 2” Camlock, Checks, Ball Valves, Flex Connection, Vent Dia. & Signage
- 1ea 12” Static Mixer, Epoxy Coated Steel with 3/4” FNPT Tap and 3/4” x 1/2” PVC/EPDM Retractable Injection Quill – Ammonium Sulfate
- 2ea Retractable Injection Quill with 1/2” BPV – Caustic & Hypo
- 1ea Sample Pump, March Series 5
- 5gpm @ 25’
  - 120VAC
- 1ea Sample Panel, Clearwell Effluent & Discharge to Distribution
- 1/2” & 1” PVC Pipe & Fittings
  - 3/4” White Polypro Sheet w/SS Strut (Floor Mounted)
  - (5) 1/2” PVC/EPDM Ball Valves
  - (3) 1/2” Y-Strainer
  - (2) Drain Lines/Air Gap
  - o Analyzers/Instruments & Electrical by Others

**Ray Waterman**

- 1ea Chemical Feed Panel – Ammonium Sulfate
- Wall Mounted, Triple Pump
  - 3/4" White Polypro Welded Construction
  - 1/2" PVC/TFE/EPDM
- (32) 1/2" Ball Valve  
(3) 1/2" Y-Strainer  
(3) Calibration Column, 100ml  
(3) 1/2" PRV  
(3) E+H Magnetic Flow Meter, Ethernet IP + 4-20mA  
(3) Pressure Transmitter w/Dia. Seal, Loop Powered  
(3) Pulsation Dampener  
(3) 1/2" BPV
- 3ea Diaphragm Metering Pump – Ammonium Sulfate
- Encore 700, 0.03-2.6gph @ 175psi
  - ABB 523 VFD Mounted Inside FRP Pump Control Panel
  - Pump Stand
  - Spare Parts
- 1ea 2,990-gal Tank – Ammonium Sulfate
- 1.98SG, Sectionalized – 72"D x 189"H
  - Seven (7) Sections
  - See attached proposal from Design Tanks
  - Field Assembly Included
- (1) Tank Accessories, 2" Camlock, Checks, Ball Valves,  
Flex Connection, Vent Dia. & Signage
- 2ea Sample Panel, WISE Waterline and Clearwell
- 1/2" & 1" PVC Pipe & Fittings
  - 3/4" White Polypro Sheet
  - SS Cabinet Enclosure
- (3) 1/2" PVC/EPDM Ball Valves  
(2) 1/2" Y-Strainer  
(2) Drain Lines/Air Gap  
o Analyzers/Instruments & Electrical by Others
- 1ea Sample Panel, Red Zones and Green Zones
- 1/2" & 1" PVC Pipe & Fittings
  - 3/4" White Polypro Sheet
  - SS Cabinet Enclosure
- (6) 1/2" PVC/EPDM Ball Valves  
(4) 1/2" Y-Strainer  
(4) Drain Lines/Air Gap  
o Analyzers/Instruments & Electrical by Others
- 2ea 20" Static Mixer, Epoxy Coated Steel with 3/4" FNPT Tap and  
3/4" x 1/2" PVC/EPDM Retractable Injection Quill – Ammonium Sulfate

Notes:

A. PE Tanks

- a. The tanks are constructed of NSF61 resin and the bulkhead fittings are Hayward, which are also NSF61 listed, but the tank as an assembly is not NSF certified.
- b. The largest manways available on these size tanks are 16" for 300 & 400-gal tanks and 7" on 40-gal.
- c. We cannot get full capacity of the tanks and still have 6" of freeboard above the overflow fitting.
- d. The 300-gal and 400-gal tanks have FRP ladders, but the 40-gal tank does not.
- e. Double-wall tanks cannot have more than one sidewall fitting that penetrates both tanks, so sight gauges are not feasible to include.
- f. Overflow fittings cannot double as vents.
- g. The recommended vent size for polyethylene tanks is twice the diameter of the fill line. The minimum size for an overflow fitting is equal to the fill line.
- h. Full drain outlets are not available in double-wall tanks or 300-gal tanks.
- i. Ladders are specified but not shown. They are included for the 300 a& 400-gal tanks. If not required, deduct from the bid.
- j. Tank vents must terminate outside of the chemical room.
- k. Seismic restraint systems are not available for tank less than 300-gal.

B. Encore Diaphragm Pumps

- a. The specs for BMR mention a diaphragm leak detection system for the new Encore pumps, but that output is not shown on the drawings. RW bid docs do not mention a diaphragm leak detector and its control I/O is identical to BMR. Leak detection is not included in this proposal.

C. FRP Tanks

- a. Please note Design Tanks comments on page three where they have taken exception to some items.
- b. MTE has included the field service/assembly and Jogler sight gauges.
  - i. These sight gauges cannot be ordered until field assembly is complete. The current lead time from Jogler is approximately six (6ea) weeks.

D. Instrumentation, other than the items mounted to the chemical feed panels is excluded. See highlighted P&IDs.

E. All required field service is included.

## EXHIBIT B

### UPDATED SCOPE OF WORK

The Agreement originally included in its scope of work both the Ray Waterman Regional Water Treatment Center (“RWRWTC”) and Bell Mountain Ranch Water Treatment Plant (“BMR”). The BMR portion of the work is hereby removed from the Agreement’s scope of work, and a credit of \$258,540.00 for this reduction in the scope of work to the contract price for Work Package One is hereby agreed to by the Parties, resulting in a contract price of \$941,122.00 for Work Package One. The contract price for Work Package Two is \$2,734,805.00. The contract price for Work Packages One and Two total is \$3,675,927.00.

The Agreement is now only for the RWRWTC LAS Conversion Project, which will convert the ammonia chemical feed system, modify chemical injection points and install a new yard vault to change the location of conversion of free chlorine to chloramines within the treatment plant, and upgrade instrumentation and SCADA systems that tie into the chemical building at the facility. The Project is intended to be completed in two Work Packages. During Work Package One, Contractor will work with the Town and the Town’s Design Consultant for the Project (as identified by the Town) to ensure that construction fits within the budget, and will provide Preconstruction Services including but not limited to: procurement of long lead equipment while final design is being completed. Long lead equipment includes instrumentation, control panels, chemical storage tanks, chemical metering pumps, chemical feed panels, sampling panels, static mixer and sampling panels.

Work Package Two will include the remaining balance of the work for the Project, including but not necessarily limited to all installation and labor costs, conversion of chemical room, new chemical injection vault, modifications to existing yard vaults, electrical and instrumentation and controls work not covered in Work Package One (installation, programming, start-up), testing, and site improvement work.

Each of the two Work Packages shall provide for the Work described in the Drawings and Specifications for that Work Package, all of which shall be part of the Contract Documents. Work Package Two is hereby added to the Agreement by this First Amendment to the Agreement, and the Contract Price is amended by this First Amendment to account for Work Package Two.

1. Work Package One (WP#1) for Preconstruction Services includes procurement of long lead equipment.
2. Work Package Two (WP#2) includes the balance of the Project.

The Contractor shall perform the Work in a good and workmanlike manner. The Work shall include, in addition to the Work expressly described in the Contract Documents, any and all work reasonably inferable by the Contractor from the Contract Documents. The Contractor shall exercise reasonable diligence and critical judgement in the review of all information, reports, surveys, drawings, and tests pertaining to the Work or the Project prior to proceeding with any work or activity based upon the same. The Contractor is expected to be reasonably familiar with local building codes and requirements, and to bring to the attention of the Town’s Design Consultant for the Project any discrepancy or compliance issue the Contractor suspects or becomes aware of during the course of the Project.

**EXHIBIT C**

**CONTRACTOR'S PROPOSAL FOR WORK PACKAGE TWO**

PREVIOUSLY EXECUTED



August 6, 2025

Emily Huth  
Project Manager  
175 Kellogg Court  
Castle Rock, CO 80109

**RE: RWRWTC LAS Conversion Project – Work Package #2 Proposal Rev. 1a**

Emily,

Garney appreciates the opportunity to work with the Town of Castle Rock on the upcoming modifications for the Ray Waterman Regional Water Treatment.

Please see the attached revised pricing for Work Package #2 for your review and use:

Ray Waterman Chloramine Modifications					
DIRECT COST BY BID ITEM		Ray Waterman	Work Package #1 Credit - BMR Scope Removal	Early Procurement (Work Package #1)	Totals
1	Ray Waterman Mobilization	49,350			49,350
2	Red Zone PRV Vault	-			-
3	Yard Piping and Valves	86,587			86,587
4	Ammonia Injection Vault	434,048			434,048
5	Modifications to Existing Red/Green Meter Vault	55,547			55,547
5A	Modifications to Existing Meter/CL2 & Control Valve Vaults	221,375			221,375
6	Ammonia Chemical Storage Room Modifications	239,260			239,260
7	Testing	14,056			14,056
8	Electrical and I&C	508,865			508,865
9	TESC and Site Restoration	236,856			236,856
	Bell Mountain				
10	Mobilization	-			-
11	Treatment Area	-			-
12	Sitework	-			-
13	Testing	-			-
14	Electrical and I&C	-			-
15	Early Procurement of Instrumentation & Controls - Ray Waterman & Bell Mountain Ranch	-	(121,577)	444,000	322,423
16	Early Procurement of Tanks and Pumps - Ray Waterman & Bell Mountain Ranch	-	(102,500)	504,500	402,000
17	Bid Alt - Paving at Bell Mountain Ranch	-			-
18	Bid Alt - Access Road at Ray Waterman	-			-
<b>SUBTOTAL DIRECT COSTS</b>		<b>1,966,044</b>	<b>(224,077)</b>	<b>948,500</b>	<b>2,690,467</b>
INDIRECT COST		Ray Waterman	Work Package #1 Credit - BMR Scope Removal	Early Procurement (Work Package #1)	Totals
	CMAR General Conditions	380,983	-	43,505	424,488
12.00%	Construction Fee	281,643	(26,889)	119,041	373,795
2.00%	Bonds & Insurance & Builder's Risk	52,573	(5,013)	22,221	69,781
<b>SUBTOTAL DIRECT COSTS + INDIRECT COSTS</b>		<b>2,681,243</b>	<b>(255,986)</b>	<b>1,133,267</b>	<b>3,558,524</b>
ALLOWANCES, CONTINGENCIES		Ray Waterman	Work Package #1 Credit - BMR Scope Removal	Early Procurement (Work Package #1)	Totals
2.00%	Escalation Contingency - Materials and Subcontractors	31,149	-	18,370	50,119
1.14%	Construction Contingency - On Direct Cost Only	22,413	(2,554)	47,425	67,283
<b>SUBTOTAL DIRECT COSTS + INDIRECT COSTS + CONTINGENCIES</b>		<b>2,734,805</b>	<b>(258,540)</b>	<b>1,199,662</b>	<b>3,675,927</b>
OWNER'S CONTINGENCY		Ray Waterman	Work Package #1 Credit - BMR Scope Removal	Early Procurement (Work Package #1)	Totals
0.00%	Owner's Contingency (On Direct Cost of Work)	-			-
<b>TOTAL - LUMP SUM</b>		<b>2,734,805</b>	<b>(258,540)</b>	<b>1,199,662</b>	<b>3,675,927</b>
<b>WORKPACKAGE #2 (TOTAL LESS EARLY WORK PACKAGE #1)</b>					<b>2,476,265</b>

Garney's price is based on the following:

- Current Contract Documents:
  - ❖ Ray Waterman
    - RWRWTF Chloramination and WISE Modifications Project Specifications July 2025
    - Issued for Construction Drawings Dated July 2025
    - RW SCADA Portion Drawings Dated May 2025
    - RWRWTF Chloramines and WISE Modifications Bid Addendum #1
- Multiple on-site/coordination meetings between the Town of Castle Rock, Garney and LSI that addressed scope clarifications and modifications to the IFC Drawings Dated July 2025 and will be addressed via future Field Orders
- Attached Assumptions Narrative (Attachment A)

Please let me know if you have any questions.

Sincerely,  
GARNEY COMPANIES, INC.



Richard Aguirre  
Senior Project Manager

PREVIOUSLY EXECUTED

## **ATTACHMENT A:**

## **ASSUMPTIONS NARRATIVE**

PREVIOUSLY EXECUTED

## ASSUMPTIONS NARRATIVE

### GENERAL CONDITIONS

#### Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:

1. The estimate is based on the following documents:
  - 1.1. Ray Waterman Regional WTF Chloramine and WISE Modifications IFC Drawings and IFC Specifications dated July 2025.
2. The Construction Fee of 12% is included.
3. Insurance and Bond fee at 2% is included.
4. Owner's Contingency is not included.
5. Construction Contingency of 2.5% is included.
  - 5.1. Please note that the Construction Contingency listed on the front page of the Proposal shows 1.14%, which was selected to maintain the Early Procurement Pricing (Work Package #1) at its original level.
6. An escalation based on 2% on materials and subcontractor cost is included.
7. We will be requesting to submit a Preconstruction Invoice of 5% of the total contract price upon award of the contract(s).
8. Excluded all permits including environmental, erosion, demo and grading.
9. Garney acknowledges that the area north of the Chemical Injection Vault is a Water Quality Detention Pond.

### TEMP OPS

#### Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:

10. No temporary by-passing operations have been considered to keep plant online to perform this work.

### DIVISION 0

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

11. Excluding any "Buy America/Build America" requirements.
12. Excluding any Prevailing Wages / Davis Bacon requirements.
13. Exclude any Tarriff Cost Increases.

**DIVISION 1****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

14. N/A

**DIV 2 – SITE CONSTRUCTION****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

15. Will re-seed the areas we disturb but will not maintain and cannot guarantee growth.
16. Excludes replacement of Trees, Shrubs and Landscaping that are removed or damaged during construction. Only to re-seed the areas that we disturb per our assumption on bullet point above.
17. No geotechnical report was provided.
18. Assumed watering for dust mitigation and compaction for the duration of the project.
19. Purchase of construction water is by Owner.
20. No erosion control plan was provided. Assumed best use of BMPs for both locations.
21. Demo scope extends beyond what is shown on the drawings. Additional demo has been included based on internal conversations that will be impacted by new pipe/equipment installation.
22. Assumed all excess material will be hauled offsite and disposed of by Garney.
23. Assumed NO asbestos contaminated materials will be encountered.
24. Assumed Chemical Injection Vault excavation will not require existing asphalt and C&G removal.
25. Removed path (gravel/asphalt) from Chemical Injection Vault towards Chemical Maintenance Building per weekly meeting on 7/31/25.
26. Added a concrete stoop with containment curb outside the LAS room.

27. The Town of Castle Rock will purge the existing lines and equipment to prepare for demo for the LAS room.
28. Assumed asphalt that needs to be removed is 6" thick on an 8" layer of base course.
29. Asphalt patching is assumed to be 6" thick on an 8" layer of base course.
30. The existing grouted riprap area to the west of the proposed Chemical Injection Vault will be removed and replaced in kind to make way for the vault excavation.
31. A temporary fence will be provided around the Water Quality Detention Pond at Ray Waterman to protect the site from the public.

### **DIV 3 - CONCRETE**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

32. Accounted for the adding onto and expanding the existing PLC pad in the garage for the new PLC equipment.

### **DIV 4 - MASONRY**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

33. N/A

### **DIV 5 – MISCELLANEOUS METALS / STRUCTURAL STEEL / ALUMINUM / DECKING AND FAB**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

34. N/A

### **DIV 6 – WOODS AND PLASTICS**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

35. Included FRP handrail and ladder for the Liquid Ammonium Sulfate room. No other FRP.

### **DIV 7 – THERMAL AND MOISTURE PROTECTION**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

- 36. Included Fire caulking at the Liquid Ammonium Sulfate room. Not other fire caulking included.
- 37. Carried minimal cost for misc. sealants for wall penetrations at both sites.

**DIV 8 – DOORS AND WINDOWS****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

- 38. N/A

**Div 9 - Finishes****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

- 39. Per on site meeting (5/27/25), plant personnel decided not to repair the peeling paint from the ceiling as stated on Dwg. S200, Note 4 and these costs have not been included in our estimate.
- 40. No chemical containment coatings quoted for Liquid Ammonium Sulfate Room for tank area
- 41. Only minor/isolated paint touchups for walls and structures for areas we affect.

**DIV 10 - SPECIALTIES****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

- 42. Roof Fall Protection System was added at the High Service Pump Station as directed by the Town of Castle Rock.

**DIV 11 - EQUIPMENT****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

- 43. Encore Diaphragm Pumps

- 43.1. Specs mention a diaphragm leak detection system for the new Encore pumps, but that output is not shown on the drawings. Ray Waterman bid docs do not mention a diaphragm leak detector and its control I/O is identical to BMR. Per weekly meeting with the Town of Castle Rock on 07/03/2025 this leak detection system was requested has been added and included.

## YARD PIPE

### Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:

44. 6" CHEM CARRIER PIPE TO CHEM INJ VLT, RW: PVC Sch80 pipe and fittings used for this carrier line and the chemical lines within.
45. NEW 4" BUTTERFLY VALVES, RW: Assumed that the new valves are being cut into an existing DIP line. Solid Sleeves and restraints used.
46. Assumed Concrete Thrust Blocks at pipe bends.
47. Joint Restraints are used for fittings.
48. Protection of existing utilities assumed for all new lines. This includes temporary shoring and CLSM Flow Fill.
49. Marking Tape and Tracer Wire assumed at all buried pipe installations.
50. Assumed native material is suitable for backfilling trenches. No import fill material included. Haul off site for excess trench spoils by Garney. Pipe bedding was assumed to be Squeegee material.

## EXPOSED PROCESS PIPE

### Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:

51. METER & CL2 VAULT PIPING, RW: PVC Sch80 pipe and fittings used for the chemical lines and drain lines within vault. SSTL struts used for supports.
52. CONTROL VALVE VAULT PIPING, RW: PVC Sch80 pipe and fittings used for the chemical lines and drain lines within vault. SSTL struts used for supports.
- 52.1. For tapping the existing Tee, our Tapping Subcontractor stated that they could not directly tap the Tee. Instead, we are using an existing tap on the clearwell feed pipe in lieu of tapping the existing tee in the Control Valve Vault per the Town of Castle Rock's direction.
53. CHEM INJECTION VAULT SMALL DIA PIPING, RW: PVC Sch80 pipe and fittings used for the chemical lines, drain lines and sump pump line within vault. SSTL struts used for supports.

54. CHEM INJECTION VAULT 20" PIPING, RW: Fabricated Carbon Steel pipe with CML used. SSTL supports used. CLSM backfill used at exposed HS Pipe.
  - 54.1. Includes double flexible couplings on either side of the proposed Chemical Injection Vault. This is to account for the settlement of the vault.
55. RED & GREEN ZN METER VAULT ANALYZER PIPING, RW: PVC Sch80 pipe and fittings used for the sample lines, drain lines and sump pump line within vault. SSTL struts used for supports. For the sump pump discharge, we assumed that a MH will be within 40lf to penetrate into.
56. L.A.S. STORAGE PIPING INSIDE BLDG, RW: PVC Sch80 pipe used for the Tank piping. FRP strut and supports used.
57. L.A.S. FEED PIPING INSIDE BLDG, RW: PVC Sch80 pipe used for the feed piping. FRP strut and supports used.

#### **DIV 15 – HVAC / PLUMBING / FIRE PROTECTION**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

##### HVAC

58. Per plans and specifications.

##### PLUMBING

59. Per plans and specifications.

##### FIRE PROTECTION

60. N/A

#### **DIV 16 - ELECTRICAL**

**Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

61. Lightning Protection
62. NETA Testing
63. Arc Flash/Coordination Studies
64. Utility Fees
65. Permit Fees

**DIV 17 – INSTRUMENTATION & CONTROLS****Scope of work per plans and specifications with the following exceptions, clarifications and assumptions:**

66. One (1) Endress + Hauser FlowFit is required per one (1) Endress + Hauser Liquiline.
67. Fill stations will only include one (1) audible alarm, one (1) visual alarm, one (1) remote level indicator, and one (1) alarm acknowledge button.
68. Temperature transmitters (RW-TIT-6103, RW-TIT-6203, RW-TIT-4430) are ambient vault temperature and not inline temperature sensors.
69. All work will be performed in strict accordance with all applicable building codes. The Customer will inform LSI and their Contractors of any unusual code or building circumstances of which they are aware.
70. Data trending or historian configuration effort will be provided by others.
71. All permitting and utility fees will be provided by others.
72. Any additional control system hardware will be provided by others.
73. Any additional required software licenses will be supplied by the client.
74. During start-up, Castle Rock Water provided Maintenance, Distribution, Operations, and SCADA team will be available to assist with commissioning that may be required.
75. System integration and commissioning of equipment provided by others will be provided by others and include a data map for required communications parameters to effect proper machine operation.

## EXHIBIT B-1

### SCOPE OF WORK FOR WORK PACKAGE THREE

The Contract is for the RWRWTC LAS Conversion Project, which will convert the ammonia chemical feed system, modify chemical injection points and install a new yard vault to change the location of conversion of free chlorine to chloramines within the RWRWTC, and upgrade instrumentation and SCADA systems that tie into the chemical building at RWRWTC facility. The Project was originally intended to be completed in two Work Packages. The Town and the Contractor have determined that a third Work Package is needed to complete the Project.

Work Package Three will include the remaining balance of the work for the Project. The components of Work Package Three shall consist of the following three categories: (1) installation of the Red Zone PRV vault; (2) additional infrastructure and labor required to rephase the construction of the Project; and (3) other miscellaneous items that have been identified during the initial months of construction.

#### 1. Red Zone PRV Vault

- COR101 – Red Zone PRV Vault – Installation of a new vault to provide an additional connection between the red and green zones is being added to the Project. This connection improves redundancy and resiliency in the Town’s water distribution system by allowing for the movement of water between zones when RWRWTC is offline.

#### 2. Keeping the Plant Operational

- COR102 – Bypass Piping – Installation and removal of 12-inch bypass piping is needed for the red and green zone distribution piping downstream of the high service pump station. This piping allows the RWRWTC to remain in operation while construction of the new chemical injection vault is underway.

- COR103 – LSI Phased Construction Approach – Additional equipment (conduits, etc.), programming/integration hours, and additional labor is needed for Logical Systems, LLC to complete their work. The additional work is due to the RWRWTC needing to remain in operation throughout construction, resulting in fewer components being able to be reused and modifications to the planned integration, commissioning, and construction schedule.

- COR104 – Reroute Plumbing Lines – Existing water lines in the garage/chemical building need to be rerouted to account for a new control cabinet location to align with code requirements (i.e., water lines cannot be rerouted over electrical panels). Control cabinet location is being modified to keep the RWRWTC operational throughout construction.

- COR105 – Additional Month of GC’s – The overall construction schedule for the Project needs to be adjusted / phased differently to keep the RWRWTC operational throughout construction and to account for the addition of the red zone PRV vault. The RWRWTC start up schedule will still be held to the original project schedule, but the vault installation will extend the schedule by a month (the RWRWTC can be operating while the red zone PRV vault is installed).

### 3. Miscellaneous Items

- COR106 – Davit Crane – Provision of a Davit Crane model to match CRW standards.
- COR107 – Damp proofing – Damp proofing is being added to the exterior of the new chemical injection vault. Damp proofing protects the vault structure from ground water exposure which can help lengthen the life of the structure.
- COR108 – Fire Caulking – The Contract originally called out for two new penetrations in the existing chemical storage room walls for new chemical lines to be fire rated. The need for additional conduits has resulted in additional wall penetrations. Additionally, it was observed that there are 10 existing penetrations that are not currently fire rated. This includes work required to make all penetrations in the chemical building fire rated.
- COR109 – Eye wash station – An emergency eye wash station is being added to the existing eastern chlorine chemical storage room.
- COR110 – Replace Existing Hatches – Three existing access hatches installed at the RWRWTC are being replaced – two on the equalization basins and one on an underground backwash waste basin. These hatches are being replaced in kind.



**EXHIBIT C-1**

**CONTRACTOR'S PROPOSAL FOR WORK PACKAGE THREE**



**COR101 - Red Zone PRV Vault**

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1		Adding back in the PRV Vault	\$ 521,253
		<i>Price includes:</i>	
		<i>Not included:</i>	
		<i>Clarifications:</i>	
<b>Total</b>			<b>\$ 521,253</b>

<b>Requested Additional Calendar Days:</b>	<b>38</b>
--	-----------

Contractor: <u>Garney Construction</u>	
Date: <u>January 21, 2026</u>	
Print: <u>Richard Aguirre</u>	Sign: <u></u>
<b>Approved for Payment by</b> [OWNER]	<b>Approved for Payment by</b> [OWNER]
Print: _____	Sign: _____
Date	Date

**RWRWTC LAS Conversion Project**

**PRV**

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		0.00		\$ -	
Project Superintendent	\$ 156.42		0.00		\$ -	
Project Engineer	\$ 75.34		0.00		\$ -	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		0.00		\$ -	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	0.00		\$ -	
Carpenter	\$ 72.80	\$ 109.20	0.00		\$ -	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	0.00		\$ -	
					<b>\$ 86,937</b>	Lump Sum per WBS

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Lump Sum Rate	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
Equipment	\$ -	\$ -	\$ -	\$ -	\$ 26,331.00						\$ 26,331
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
<b>TOTALS</b>											<b>\$ 26,331</b>

**MATERIALS**

VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Misc	WBS	PRV Material and Other per WBS	1	LS	\$ 249,658.00	\$ 249,658
						\$ -
<b>TOTALS</b>						<b>\$ 249,658</b>

**SERVICES**

Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Misc	WBS	Subcontract per WBS	1	LS	\$ 96,055.00	\$ 96,055
						\$ -
<b>TOTALS</b>						<b>\$ 96,055</b>

Summary:	TOTALS
Direct Cost of Labor plus 20%	\$ 104,324
Direct Cost of Equipment plus 10%	\$ 28,964
Direct Cost of Material plus 15%	\$ 287,107
Direct Cost of Subcontractor plus 5%	\$ 100,858
<b>TOTAL COST</b>	<b>\$ 521,253</b>

PROJECT: Ray Waterman Chloramine Modifications

1/21/2026 TOTALS 1,349 86,937 234,547 96,055 26,331 15,111 458,982 458,982

Comments			Total		Labor	Materials	Subcontract	Equipment	Other		(Burden & Markups)						
<b>RAY WATERMAN REGIONAL WATER TREATMENT FACILITY</b>													0	DIV02	1		
<b>EXCAVATION OVERHEAD</b>													0	DIV02	1		
4.0 OVERHEAD - EQUIPMENT MOBILIZATIONS (1 = XXXX	EA				0	0	1,500.00	0	0	0	0	0	DIV02	1			
1.0 OVERHEAD - EQUIPMENT RENTAL DOWN TIME	XXXX	LS			0	0	0	30,036.00	0	0	0	0	DIV02	1			
1.0 OVERHEAD - FUEL, OIL AND GREASE (EOE)	XXXX	LS	W/ INDIVIDUAL EQUIPMENT ITEMS IN "OTHER" COLUMN										0	DIV02	1		
1.0 OVERHEAD - WATER HOOK-UP	XXXX	LS	0.0	32.000	#DIV/0!	0	2,500.00	0	433.88	0	173.55	0	DIV02	1			
3.0 OVERHEAD - WATER TRUCK FOR COMPACTION	XXXX	MO	0.0	10.000	#DIV/0!	0	0	0	252.71	0	101.08	0	DIV02	1			
1.0 OVERHEAD - TESTING - PRELIMINARY REVIEW	XXXX	LS			0	0	1,500.00	0	0	0	0	0	DIV02	7			
3,161.5 OVERHEAD - TESTING - COMPACTION	XXXX	CY			0	0	2.50	0	0	0	0	0	DIV02	7			
950.0 OVERHEAD - TESTING - ASPHALT	XXXX	SF			0	0	5.00	0	0	0	0	0	DIV02	7			
<b>EXCAVATION OVERHEAD - PERMITS FOR DIV. 2</b>													0	DIV02	7		
1.0 PERMIT - GRADING	XXXX	LS			0	0	0	0	0	W/OWNER	0	0	DIV02	1			
1.0 PERMIT - DEMOLITION	XXXX	LS			0	0	0	0	0	W/OWNER	0	0	DIV02	1			
<b>DEWATERING PRV VAULT (FRENCH DRAIN)</b>													0	DIV02	1		
4.0 MAINTAIN DEWATERING SYSTEM	4.0	WK	24.0	6.000	342.60	1,370	0	0	81.35	325	32.54	130	1,826	1,826	DIV02	2	
80.0 EXCAVATE/INSTALL DEWATER TRENCH & PIPE -	80.0	LF	9.6	0.120	6.85	548	0	0	2.67	214	1.07	86	847	847	DIV02	2	
92.0 PVC- 6" DIAM. PERF.	92.0	LF	13.8	0.150	8.57	788	10.00	920	0	0	0	0	1,708	1,708	DIV02	2	
920.0 F & I FILTER FABRIC FOR DEWATER TRENCH	920.0	SF	5.5	0.006	0.34	315	0.25	230	0	0	0	0	545	545	DIV02	2	
25.2 PURCHASE #57 ROCK FOR DRAIN	25.2	TN			0	35.00	883	0	0	0	0	0	883	883	DIV02	2	
1.0 PUMP PURCHASE - 2 HP	1.0	EA			0	2,500.00	2,500	0	0	0	0	2,500	2,500	DIV02	2		
1.0 SET PUMPS	1.0	EA	6.0	6.000	342.60	343	500.00	500	0	54.24	54	21.69	22	919	919	DIV02	2
50.0 DISCHARGE LINE	50.0	LF	1.0	0.020	1.14	57	15.00	750	0	0	0	0	807	807	DIV02	2	
1.0 REMOVE DEWATERING SYSTEM	1.0	LS	24.0	24.000	1,370.40	1,370	0	0	325.41	325	130.16	130	1,826	1,826	DIV02	2	
<b>STRUCTURAL EXCAVATION</b>													0	DIV02	2		
<b>STRUCTURE PRV VAULT</b>													0	DIV02	2		
1,885.0 STRUCTURAL EX - MACHINE EX. @ 1.5:1	1,885.0	CY	188.5	0.100	6.93	13,071	0	0	5.52	10,405	2.21	4,162	27,638	27,638	DIV02	2	
70.0 STRUCTURAL EX - PROTECT EXISTING 24" PVC L	70.0	LF	16.0	0.229	15.85	\$ 1,109.440	50.00	3,500	0	0	0	0	4,609	4,609	DIV02	2	
6,042.0 STRUCTURAL EX - PREP SUBGRADE	6,042.0	SF	30.2	0.005	0.35	2,095	0	0	0.28	1,668	0.11	667	4,429	4,429	DIV02	2	
257.3 STRUCTURAL EX - INSTALL UNDERSLAB ROCK -	257.3	CY	25.7	0.100	6.93	1,784	0	0	2.22	571	0.89	228	2,584	2,584	DIV02	2	
476.1 STRUCTURAL EX - PURCHASE UNDERSLAB ROCK	476.1	TN			0	36.65	17,449	0	0	0	0	0	17,449	17,449	DIV02	2	
1,760.0 STRUCTURAL EX - MACHINE BF.	1,760.0	CY	352.0	0.200	13.87	24,408	0	0	4.44	7,807	1.77	3,123	35,338	35,338	DIV02	2	
880.0 STRUCTURAL EX - HAND BF.	880.0	CY	0.0	INCLD	0.00	0	0	0	0	0	0	0	0	0	DIV02	2	
125.0 STRUCTURAL EX - HAUL XS DIRT OFF SITE (BAN)	125.0	CY			0	0	20.00	2,500	0	35.00	4,375	6,875	6,875	6,875	DIV02	2	
<b>Ray Waterman WTF</b>													0	DIV02	2		
<b>CONCRETE PLACING</b>													0	DIV03	1		
09900	<b>PAINTINGS &amp; COATINGS</b>													0	DIV03	1	
<b>RAY WATERMAN</b>													0	DIV09	1		
<b>RED AND GREEN ZONE PRV VAULT</b>													0	DIV09	2		
1.0 PROCESS PIPING	1.0	LS	0.0	0.00	0	0	5,000.00	5,000	0	0	0	5,000	5,000	5,000	DIV09	2	
10400	<b>IDENTIFICATION DEVICES</b>													0	DIV10	1	
<b>RAY WATERMAN</b>													0	DIV10	1		
<b>RAY WATERMAN</b>													0	DIV11	1		
1.0 UNLOAD,STORE,PROTECT EQUIPMENT - GENER	xxxx	LS	0.0	16.000	0	0	0	0	0	0	0	0	0	0	DIV11	1	
1.0 SUMP PUMP	1.0	EA	0.0	0.000	0.00	0	2,734.00	2,734	0	0	0	2,734	2,734	2,734	DIV11	2	
1.0 UNLOAD,STORE,PROTECT EQUIPMENT - GENER	xxxx	LS	0.0	16.000	0	0	0	0	0	0	0	0	0	0	DIV11	1	
1.0 TEST PIPING	1.0	LS	17.7	17.722	1,084.29	1,084	443.06	443	0.00	0	102.00	102	1,629	1,629	YP	7	
1.0 TEST PIPING	1.0	LS	21.7	21.661	1,325.24	1,325	541.52	542	0.00	0	102.00	102	1,969	1,969	YP	7	
1.0 INITIAL SOIL TESTING	xxxx	LS	0.0	0.00	0	0	0.00	0	750.00	0	0	0	0	0	YP	7	
1.0 COMPACTION TESTING	xxxx	LS	0.0	0.00	0	0	0.00	0	1,900.00	0	0.00	0	0	0	YP	7	
6 EQUIPMENT MOBILIZATIONS	1.0	EA	0.0	0.00	0	0	0.00	0	946.00	946	0.00	0	946	946	YP	1	
<b>SUBCONTRACTORS</b>													0	YP	2		
1.0 HOT TAPS/ LINE STOPS - SUB	1.0	LS	0.0	0.00	0	0.00	0	W/BLW	0	0.00	0	0.00	0	0	YP	2	
1.0 PIPE WELDING - SUB	1.0	LS	0.0	0.00	0	0.00	0	W/BLW	0	0.00	0	0.00	0	0	YP	2	
PIPING INSULATION - SUB	1.0	LS	0.0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0	YP	2	
PIPING HEAT TRACE - SUB	1.0	LS	0.0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0	YP	2	

PROJECT: Ray Waterman Chloramine Modifications

1/21/2026

TOTALS

1,349

86,937

234,547

96,055

26,331

15,111

458,982

458,982

Comments		Total		Labor	Materials	Subcontract	Equipment	Other		(Burden & Markups)							
<b>#103 - 6" RED ZONE PRV VAULT PIPE, 710</b>	****																
DIP CML	MH/LF	4.03626										0 YP 2					
WATERMAN SITE, NEW RED ZONE PRV - PP-1	CREW DYS	11.9826										0 YP 2					
<b>6" LINE AT NEW RED ZONE PRV VAULT</b>												0 YP 2					
115.0 EXCV,LAY,BKFL PIPE (6" X 2' X 8')(4M X 60LF/D)	115.0 LF	61.3	0.533	32.63	3,752	0.00	0	0.00	0	15.75	1,812	6.30	725	6,289	6,289	YP	2
43.0 PIPE BEDDING	43.0 TONS	0.0	0.000	0.00	0	25.00	0	0.00	0	0.00	0	0.00	0	1,075	1,075	YP	2
0.0 STABILIZATION ROCK	0.0 TONS	0.0	0.000	0.00	0	22.86	0	0.00	0	0.00	0	0.00	0	0	0	YP	2
25.5 HAUL EXCESS	25.5 CY	0.0	0.000	0.00	0	0.00	0	8.33	213	0.00	0	0.00	0	213	213	YP	2
194.2 FILL MATERIAL	194.2 CY	0.0	0.000	0.00	0	18.00	3,496	0.00	0	0.00	0	0.00	0	3,496	3,496	YP	2
194.2 HAUL IMPORT FILL SPOIL	194.2 CY	0.0	0.000	0.00	0	0.00	0	8.33	1,619	0.00	0	0.00	0	1,619	1,619	YP	2
100.0 DIP CML 06" PIPE-RESTRAINED JOINT	100.0 LF	15.0	0.150	9.18	918	26.83	2,683	0.00	0	3.00	0.00	0.00	0	3,601	3,601	YP	2
1.0 DIP CML 06" MJ 90 BEND	1.0 EA	0.6	0.600	36.71	37	265.50	266	0.00	0	0.00	0	0.00	0	302	302	YP	2
3.0 DIP CML 06" MJ 11-1/4 BEND	3.0 EA	1.8	0.600	36.71	110	140.00	420	0.00	0	0.00	0	0.00	0	530	530	YP	2
14.0 DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,I	14.0 EA	6.4	0.460	28.14	394	108.95	1,525	0.00	0	0.00	0	0.00	0	1,919	1,919	YP	2
3.0 VLV GATE VALVE 06" MJ W/ NUT OP (L/ACC)	3.0 EA	9.0	3.000	183.55	551	1,277.40	3,832	0.00	0	0.00	0	0.00	0	4,383	4,383	YP	2
3.0 VLV BOX 5-1/4" X 3" SLIP TYPE W/LID	3.0 EA	12.0	4.000	244.73	734	315.00	945	0.00	0	1.00	0.00	0.00	0	1,679	1,679	YP	2
3.0 VLV BOX EXTENSION	3.0 EA	12.0	4.000	244.73	734	142.50	428	0.00	0	0.00	0	0.00	0	1,162	1,162	YP	2
3.0 CONCRETE PAD AT VALVE BOX	3.0 EA	6.0	2.000	122.36	367	150.00	450	0.00	0	0.00	0	0.00	0	817	817	YP	2
3.0 CONCRETE SUPPORT PAD FOR VALVE	3.0 EA	6.0	2.000	122.36	367	225.00	675	0.00	0	0.00	0	0.00	0	1,042	1,042	YP	2
3.0 HEAT SHRINK WRAP 06"	3.0 EA	1.4	0.480	29.37	88	108.00	324	0.00	0	0.00	0	0.00	0	412	412	YP	2
95.0 MARKING TAPE NON-DETECTABLE	95.0 LF	0.0	w/Pipe	0.00	0	0.09	9	0.00	0	0.00	0	0.00	0	9	9	YP	2
95.0 TRACER WIRE	95.0 LF	0.0	w/Pipe	0.00	0	0.22	21	0.00	0	0.00	0	0.00	0	21	21	YP	2
95.0 DIP POLY WRAP 06"	95.0 LF	0.6	0.006	0.37	35	0.67	64	0.00	0	0.00	0	0.00	0	99	99	YP	2
3.0 PIPE MARKER POSTS	3.0 EA	0.8	0.250	15.30	46	51.50	155	0.00	0	0.00	0	0.00	0	200	200	YP	2
3.0 CONC THRUST BLOCK 06"	3.0 EA	12.0	4.000	244.73	734	450.00	1,350	0.00	0	0.00	0	0.00	0	2,084	2,084	YP	2
<b>PENS INTO NEW VAULT</b>																	
2.0 MECH COUPLING 06" (FLEXIBLE SLEEVE TYPE FC	2.0 EA	1.8	0.900	55.06	110	635.85	1,272	0.00	0	0.00	0	0.00	0	1,382	1,382	YP	2
2.0 DIP CML 06" X 05'-0" SPOOL - FLG X PE	2.0 EA	1.7	0.857	52.42	105	662.97	1,326	0.00	0	0.00	0	0.00	0	1,431	1,431	YP	2
2.0 HARNES ROD ASSEMBLY GALV 06" (AT SINGLE	2.0 EA	0.9	0.432	26.43	53	90.00	180	0.00	0	0.00	0	0.00	0	233	233	YP	2
2.0 SLEEVE - HDG 10" X 1'-0" LONG W/SEEP RING	2.0 EA	5.0	2.500	152.95	306	382.50	765	0.00	0	0.00	0	0.00	0	1,071	1,071	YP	2
40.0 LINK SEAL LS-475-SS	40.0 EA	3.0	0.075	4.59	184	19.26	770	0.00	0	0.00	0	0.00	0	954	954	YP	2
3.0 GROUT NON-SHRINK	3.0 CF	1.2	0.400	24.47	73	40.91	123	0.00	0	0.00	0	0.00	0	196	196	YP	2
														0	0	YP	2
3.0 PROTECT EXISTING UTILITIES	3.0 EA	36.0	12.000	734.18	2,203	2,000.00	6,000	0.00	0	0.00	0	0.00	0	8,203	8,203	YP	2
2.0 ADDL TRENCH BOXES	2.0 EA	20.0	10.000	611.82	1,224	1,200.00	2,400	0.00	0	0.00	0	0.00	0	3,624	3,624	YP	2
10.0 CLSM FLOW FILL	10.0 CY	7.5	0.750	45.89	459	250.00	2,500	0.00	0	0.00	0	0.00	0	2,959	2,959	YP	2
														0	0	YP	2
<b>PRECAST RED ZONE VAULT</b>																	
1.0 EXCV / SET / BKFL PC VAULT, 16.5' DEEP, 14'x8	1.0 EA	96.0	96.000	5,873.44	5,873	0.00	0	0.00	0	3,000.17	3,000	1,200.07	1,200	10,074	10,074	YP	2
200.0 FINE GRADE - AT PC VAULT	200.0 SF	12.0	0.060	3.67	734	0.00	0	0.00	0	0.75	150	0.30	60	944	944	YP	2
14.0 CRUSHED ROCK	14.0 TONS	2.8	0.200	12.24	171	35.00	490	0.00	0	0.00	0	0.00	0	661	661	YP	2
1.0 PC VAULT, 16.5' DEEP, 14' x 8'	1.0 EA	48.0	48.000	2,936.72	2,937	70,000.00	70,000	0.00	0	0.00	0	0.00	0	72,937	72,937	YP	2
1.0 HATCH - 48" SQ, BILCO JD-4ALH20	1.0 EA	0.0	0.000	0.00	0	INCL	0	0.00	0	0.00	0	0.00	0	0	0	YP	2
1.0 PC VAULT, DELIVERY	1.0 EA	0.0	0.000	0.00	0	1,400.00	1,400	0.00	0	0.00	0	0.00	0	1,400	1,400	YP	2
1.0 PC VAULT, CRANE TO SET	1.0 EA	0.0	0.000	0.00	0	6,800.00	6,800	0.00	0	0.00	0	0.00	0	6,800	6,800	YP	2
														0	0	YP	2
<b>RED ZONE PIPE CONNECTS TO EXISTING 12" &amp; 18"</b>																	
20.0 PVC C905 18" PIPE	20.0 LF	3.6	0.180	11.01	220	60.99	1,220	0	0	0	0	0	0	1,440	1,440	YP	2
2.0 DIP CML 18" MJ SOLID SLEEVE SHORT	2.0 EA	3.6	1.800	110.13	220	1,584.36	3,169	0	0	0	0	0	0	3,389	3,389	YP	2
1.0 DIP CML 18" X 06" MJ RED TEE	1.0 EA	2.7	2.700	165.19	165	2,335.55	2,336	0	0	0	0	0	0	2,501	2,501	YP	2
6.0 DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,I	6.0 EA	16.5	2.750	168.25	1,009	423.63	2,542	0	0	0	0	0	0	3,551	3,551	YP	2
1.0 DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,I	1.0 EA	0.5	0.500	30.59	31	72.57	73	0	0	0	0	0	0	103	103	YP	2
1.0 CONN AT EXISTING 18" MISC	1.0 EA	32.0	32.000	1,957.81	1,958	750.00	750	0	0	0	0	0	0	2,708	2,708	YP	2
20.0 PVC C900 12" PIPE	20.0 LF	2.9	0.144	8.81	176	38.48	770	0	0	0	0	0	0	946	946	YP	2
2.0 DIP CML 12" MJ SOLID SLEEVE SHORT	2.0 EA	2.4	1.200	73.42	147	603.84	1,208	0	0	0	0	0	0	1,355	1,355	YP	2
1.0 DIP CML 12" X 06" MJ RED TEE	1.0 EA	1.8	1.800	110.13	110	767.15	767	0	0	0	0	0	0	877	877	YP	2
6.0 DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,I	6.0 EA	12.0	2.000	122.36	734	174.61	1,048	0	0	0	0	0	0	1,782	1,782	YP	2
1.0 DI MJ FTG RESTRAINT w/ MJ ACC (GSKT,BOLTS,I	1.0 EA	0.5	0.500	30.59	31	72.57	73	0	0	0	0	0	0	103	103	YP	2
1.0 CONN AT EXISTING 12" MISC	1.0 EA	32.0	32.000	1,957.81	1,958	750.00	750	0	0	0	0	0	0	2,708	2,708	YP	2
1.0 DIP POLY WRAP 12"-18"	1.0 ROLL	1.0	1.000	61.18	61	646.95	647	0	0	0	0	0	0	708	708	YP	2
		0.0			0		0	0	0	0	0	0	0	0	0	YP	2
		0.0			0		0	0	0	0	0	0	0	0	0	YP	2
		0.0			0		0	0	0	0	0	0	0	0	0	YP	2
1.0 TEST PIPING	1.0 LS	4.2	4.20	248.45	248	105.02	105	0.00	0	0.00	0	0.00	0	353	353	EP	2

PROJECT: Ray Waterman Chloramine Modifications

1/21/2026 **TOTALS** **1,349** **86,937** **234,547** **96,055** **26,331** **15,111** **458,982** **458,982**

Comments			Total		Labor	Materials	Subcontract	Equipment	Other		(Burden & Markups)		
1.0 CERTIFIED WELDING INSPECTION & WELD TEST xxxx	LS		0.0				850.00	0	0.00	0	0	0	7
<b>(#508) - RED ZONE PRV VAULT 6" PIPING PIPIN *****</b>													2
DIP CML	MH/LF	2.38654											2
<b>WATERMAN SITE, NEW RED ZONE PRV VLT - D</b>	<b>CREW DYS</b>	<b>2.83402</b>											2
<b>6" RED ZONE PRV VAULT PIPING</b>													2
PP-1 TO PP-4 <b>6" PIPING INSIDE VAULT - DIP</b>													2
1.0 DIP CML 06" X 03'-6" SPOOL - FLG X FLG	1.0 EA	1.020	60.33	60	938.00	938	0.00	0	0.00	0	998	998	2
1.0 FLOW METER 06"	1.0 EA	1.3	74.52	75	W/I&C	0	0.00	0	0.00	0	75	75	2
2.0 SERVICE SADDLE, 06" x 1"	2.0 EA	2.5	74.52	149	190.05	380	0.00	0	0.00	0	529	529	2
1.0 VLV COMBO AIR RELIEF VALVE 01-1/2" THD	1.0 EA	0.8	47.31	47	526.30	526	0.00	0	0.00	0	574	574	2
2.0 PRESSURE TRANSMITTER ASSEMBLY W/ FTGS	2.0 EA	3.0	88.72	177	525.00	1,050	0.00	0	0.00	0	1,227	1,227	2
1.0 PIPING AT ARV	1.0 EA	1.0	59.14	59	50.00	50	0.00	0	0.00	0	109	109	2
1.0 DIP CML 06" X 01'-0" SPOOL - FLG X FLG	1.0 EA	1.0	60.33	60	442.17	442	0.00	0	0.00	0	503	503	2
2.0 DIP CML 06" FLG TEE	2.0 EA	3.0	88.72	177	483.24	966	0.00	0	0.00	0	1,144	1,144	2
2.0 DIP CML 06" X 01'-0" SPOOL - FLG X FLG	2.0 EA	2.0	60.33	121	442.17	884	0.00	0	0.00	0	1,005	1,005	2
2.0 DIP CML 06" FLG 90 BEND	2.0 EA	2.0	60.33	121	330.00	660	0.00	0	0.00	0	781	781	2
3.0 DIP CML 06" X 00'-6" SPOOL - FLG X FLG	3.0 EA	3.1	60.33	181	442.17	1,327	0.00	0	0.00	0	1,508	1,508	2
2.0 DUCTILE IRON FLANGE COUPLING ADAPTER 06"	2.0 EA	2.5	74.52	149	505.00	1,010	0.00	0	0.00	0	1,159	1,159	2
2.0 VLV GLOBE VALVE 06" FLG W/PILOT SYS OP W/	2.0 EA	20.0	591.43	1,183	21,145.88	42,292	0.00	0	0.00	0	43,475	43,475	2
1.0 CONTROL VALVE STARTUP	1.0 EA	6.0	354.86	355	2,500.00	2,500	0.00	0	0.00	0	2,855	2,855	2
2.0 PILOT SSTL TUBING	2.0 EA	12.0	354.86	710	200.00	400	0.00	0	0.00	0	1,110	1,110	2
2.0 VLV GLOBE VALVE STARTUP	2.0 EA	0.0	0.00	0	2,500.00	5,000	0.00	0	0.00	0	5,000	5,000	2
2.0 VLV GATE VALVE 06" FLG W/HW OP	2.0 EA	20.0	591.43	1,183	1,192.00	2,384	0.00	0	0.00	0	3,567	3,567	2
2.0 FLG INSULATING KIT 06" (POLY SLV W/O BOLTS	2.0 EA	0.4	10.88	22	99.45	199	0.00	0	0.00	0	221	221	2
24.0 FLG ACC-STAINLESS STEEL 06"	24.0 EA	0.0	w/Ftg	0	42.65	1,024	0.00	0	0.00	0	1,024	1,024	2
1.0 MATERIAL ESCALATION	1.0 LS	0.0	w/Ftg	0	6,384.00	6,384	0.00	0	0.00	0	6,384	6,384	2
1.0 CONSTRUCTION CONTINGENCY	1.0 LS	0.0	w/Ftg	0	5,000.00	5,000	0.00	0	0.00	0	5,000	5,000	2
<b>SUPPORTS</b>													2
7.0 SUPP-316SS 06" VERTICAL PIPE SUPPORT - STAI	7.0 EA	12.6	106.46	745	220.10	1,541	0.00	0	0.00	0	2,286	2,286	2
28.0 SUPP-SSTL ANCHOR AT PIPE SUPPORT	28.0 EA	8.4	17.74	497	27.00	756	0.00	0	0.00	0	1,253	1,253	2
7.0 GROUT PIPE SUPPORT BASE	7.0 EA	3.5	29.57	207	18.00	126	0.00	0	0.00	0	333	333	2
<b>SUMP PUMP PIPING AT VAULT - 2"</b>													2
1.0 SUMP PUMP - P-420	1.0 EA	0.0	W/EQUIP	0	0	0	0.00	0	0.00	0	0	0	2
30.0 PVC S80 02" X 20 FT PIPE PE	30.0 LF	4.5	8.87	266	2.72	82	0.00	0	0.00	0	348	348	2
2.0 PVC S80 02" 90 ELL SXS	2.0 EA	0.6	17.74	35	5.60	11	0.00	0	0.00	0	47	47	2
2.0 PVC S80 02" 45 ELL SXS	2.0 EA	0.6	17.74	35	11.81	24	0.00	0	0.00	0	59	59	2
2.0 PVC S80 02" COUPLING SXS	2.0 EA	0.6	17.74	35	6.23	12	0.00	0	0.00	0	48	48	2
1.0 PVC S80 02" UNION SXS	1.0 EA	0.3	17.74	18	215.00	215	0.00	0	0.00	0	233	233	2
1.0 PVC S80 02" FLANGE VAN STONE STYLE	1.0 EA	0.3	18.93	19	16.06	16	0.00	0	0.00	0	35	35	2
1.0 PVC S80 02" MALE ADAPTER (MIPT X S)	1.0 EA	0.3	17.74	18	13.75	14	0.00	0	0.00	0	31	31	2
1.0 VLV CHECK VALVE-PVC THRD 02"	1.0 EA	0.5	29.57	30	367.20	367	0.00	0	0.00	0	397	397	2
1.0 VLV PVC-BALL VALVE 02" T/U	1.0 EA	0.4	23.66	24	136.32	136	0.00	0	0.00	0	160	160	2
1.0 PVC S80 02" FLANGE VAN STONE STYLE	1.0 EA	0.3	18.93	19	16.06	16	0.00	0	0.00	0	35	35	2
1.0 FLG ACC-STAINLESS STEEL <=02"	1.0 EA	0.0	w/Ftg	0	33.84	34	0.00	0	0.00	0	34	34	2
1.0 CORE DRILL 04"DIA. X 12" THK CONCRETE	1.0 EA	0.4	23.66	24	0.00	0	177.00	177	0.00	0	201	201	2
16.0 LINK SEAL LS-200-SS	16.0 EA	1.2	4.44	71	4.26	68	0.00	0	0.00	0	139	139	2
1.0 GROUT NON-SHRINK	1.0 CF	0.4	23.66	24	40.91	41	0.00	0	0.00	0	65	65	2
1.0 INSECT SCREEN, 2"	1.0 EA	0.1	5.91	6	25.00	25	0.00	0	0.00	0	31	31	2
<b>HVAC</b>													1
<b>RAY WATERMAN</b>													1
1.0 I&C & Electrical for PRV at Ray Waterman	1.0 LS	0.0	0.00	0	0	0	85,600.00	85,600	0	0	85,600	85,600	14
1.0 ELECTRICAL	XXXX LS	0.0	0	0	0	0	210,000.00	0	0	0	0	0	14
1.0 I&C	XXXX LS	0.0	0	0	0	0	W/ABOVE	0	0	0	0	0	14
GARNEY TERMS & CONDITIONS	XXXX	0.0	0	0	0	0	0	0	0	0	0	0	14
1.0 BOND	XXXX LS	0.0	0	0	0	0	0.00	0	0	0	0	0	14

Submitted to: Richard Aguirre  
 Submitted by: Christian Whyne  
 Reviewed by: Joey Cate

Creation Date: January 9, 2026  
 Last Revision Date: January 9, 2026

## 8 Pricing

Pricing is Fixed Price. Pricing has been divided into two (2) line items to show the Change Order cost relative to the implementation of the Phased Approach and the re-introduction of the Red Zone PRV respectively.

The pricing below is based on current valid price quotes; however, pricing is subject to change until the equipment ships. Due to current supply chain uncertainties, these quotes most likely will increase before delivery due to tariffs and inflationary pressures. As a partner, we believe it best to make it extremely clear the potential that pricing could change upon delivery, outside of the control of LSI or Garney Construction.

Ray Waterman Phased Approach	
Section	Section Total
Project Management	\$ 3,580
Controls System Integration Effort	\$ 7,180
On-Site Support	\$ 5,370
Installation	\$ 64,130
Taxes (Note 1)	Not Included
<b>Base Fixed Price</b>	<b>\$ 80,260</b>

Red Zone PRV	
Section	Section Total
Equipment	\$ 28,650
On-Site Support	\$ 14,010
Installation	\$ 42,940
Taxes (Note 1)	Not Included
<b>Base Fixed Price</b>	<b>\$ 85,600</b>
<b>Total Fixed Price</b>	<b>\$ 165,860</b>

NOTES:

1. Federal, state, provincial, or local taxes, fees, or permits are not included. LSI will be required to charge and collect sales tax unless furnished with the appropriate exemption documentation.
2. This proposal is valid for 15 days, unless extended in writing by Logical Systems, LLC.
3. Please email purchase order to: [clientPO@logicalsystinc.com](mailto:clientPO@logicalsystinc.com).
4. Please include the LSI job number (29399F R1) on the purchase order.
5. Hardware prices provided in this Proposal are subject to change to the prices in effect at the time of delivery.







Bid Proposal for RAY WATERMAN BYPASS

GARNEY COMPANIES INC
Job Location: Denver, CO
Bid Date: 11/05/2025
Core & Main Bid #: 4569995

12" Temp Bypass

Core & Main
9451 Yosemite St
Henderson, CO 80640
Phone: 3033940004
Fax: 3033944450

Table with 6 columns: Seq#, Qty, Description, Units, Price, Ext Price. Contains 16 line items and a total row.

Branch Terms:

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SALES TAXES NOT INCLUDED

ITEMS PICKED UP AT OUR FACILITY MAY BE SUBJECT TO CITY TAXES

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Additional Solid Sleeves for  
Original Temporary 12"  
Bypass Line

Customer #	105752
Order #	Y147957
Date Ordered	11/18/25
Job #	6764
Job Name	RAY WATERMAN
Customer Reference	
Purchase Order #	6764
Method of Shipment	OUR TRUCK
Contract Order #	X929836
Ordered By	RICHARD
Ship Via	CORE & MAIN LP

**Sold To:**  
GARNEY COMPANIES INC  
STOCK - DENVER CO  
WATER FACILITIES GROUP  
1333 NW VIVION RD  
KANSAS CITY, MO 64118-4554

**Ship To:**  
GARNEY COMPANIES INC  
RAY WATERMAN  
1282 CASTLE OAKS DR.  
CASTLE ROCK, CO 80104

**Branch:**  
DENVER-N CO  
Branch - 518  
9451 Yosemite St  
Henderson, CO 80640

Phone: 303-394-0004

Contact: TRAVIS 719 250 4937

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	/20018472471	20 CS SLIP ON FLG 150# AWWA E	4		4	1071.45000	EA	.00
	24AFBNGF20RAZ	20X1/8 FLG ACC SET ZINC RR FF GSKT	4	2	2	380.56000	EA	761.12
	<b>2012FRPR</b>	20X12 FLG RED C110 PR IMP	4		4	1436.50000	EA	.00
	24I20R120FPR							
	2412F211200	12 EBAA MEGAFLANGE 2112	4		4	483.70000	EA	.00
	<b>1214</b>	12 PVC C900 DR14 PIPE 20' GSKT	200	200		55.56000	FT	11112.00
	021214W	PC305						
	<b>12JRPVC</b>	12 BELL RESTRAINT F/C900 1512	10	3	7	224.98000	EA	674.94
	21AMF8121512							
	<b>12M4</b>	12 MJ 45 C153 IMP	8		8	454.82000	EA	.00
	21I124M							
	<b>12MJKML</b>	12 MEGALUG ACC KIT L/GLAND	16	16		45.00000	EA	720.00
	21AMF712MLA							
	<b>12MCAP2</b>	12X2 MJ TAPT CAP C153 IMP	4	4		266.43000	EA	1065.72
	21I12C20T							
	21AMF8124012SB	12 STAR 4012 PVC REST SB IMP	4	4		170.94000	EA	683.76
		STARBOND L/ACC						
		PVCS4012G2						
	<b>12MJKML</b>	12 MEGALUG ACC KIT L/GLAND	4	4		45.00000	EA	180.00
	21AMF712MLA							
	<b>LUBEQT</b>	LUBE 1 QT F/WATER/SWR PIPE	4	4		6.57000	EA	26.28
	29APLQ							
	21AMF8124012SB	12 STAR 4012 PVC REST SB IMP	16	16		170.94000	EA	2735.04
		STARBOND L/ACC						
		PVCS4012G2						
	24AFBNGF12RAZ	12X1/8 FLG ACC SET ZINC RR FF GSKT	4	4		63.97000	EA	255.88
	<b>12MSL</b>	12 MJ L/P SLV C153 IMP	4	4		488.32000	EA	1953.28
	21I12S112T							
	21AMF8124012SB	12 STAR 4012 PVC REST SB IMP	8	8		170.94000	EA	1367.52
		STARBOND L/ACC						



Customer #	105752
Order #	Y147957
Date Ordered	11/18/25
Job #	6764
Job Name	RAY WATERMAN
Customer Reference	
Purchase Order #	6764
Method of Shipment	OUR TRUCK
Contract Order #	X929836
Ordered By	RICHARD
Ship Via	CORE & MAIN LP

**Sold To:**  
 GARNEY COMPANIES INC  
 STOCK - DENVER CO  
 WATER FACILITIES GROUP  
 1333 NW VIVION RD  
 KANSAS CITY, MO 64118-4554

**Ship To:**  
 GARNEY COMPANIES INC  
 RAY WATERMAN  
 1282 CASTLE OAKS DR.  
 CASTLE ROCK, CO 80104

**Branch:**  
 DENVER-N CO  
 Branch - 518  
 9451 Yosemite St  
 Henderson, CO 80640  
 Phone: 303-394-0004

Contact: TRAVIS 719 250 4937

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	12MJKML 21AMF712MLA	PVCS4012G2 12 MEGALUG ACC KIT L/GLAND	8		8	39.38000	EA	.00

Terms in accordance with shipping manifest.

**Special Instructions/Comments:**  
 WARNING-HEAVY ITEM-LIFT ASSISTANCE REQ'D  
 BID # 4234148 C/O # X929836  
 BID NM: RAY WATERMAN REGIONAL WTF

Total Shipped:		21535.54
Total Ordered:	39791.72	

# 2025 ARS Sand & Gravel Contractor Price List

(prices listed are per ton)

20" and 12" Thrust Blocks



**SAND & GRAVEL SERVICES**

A DIVISION OF **ARS**



## Contact Information Roy "Buck" Mayfield

Sales Manager

303-346-8280 office

303-591-6135 mobile

Rmayfield@arscompanies.com

### Product                      \$\$ per Ton

#### Recycled Products

Recycled Asphalt	\$15.95
Asphalt Millings	\$11.95
Salt n Pepper mix (Concrete /Asphalt mixed base)	\$13.95
CL6 Recycled Concrete Base	\$20.95
1-1/2" Recycled Concrete Rock	\$21.95
3"-5" Concrete Cobble (VTC)	\$13.95

#### Virgin Aggregate Products

1.5" Multi Colored River Rock	\$29.95
Concrete Sand	\$49.95
Structural Fill	\$5.45
Topsoil	\$24.95
Mulch	\$9.95

#### Winter Road Products

Salt / Sand (10% / 90%)	\$48.00
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#### Product specifications

##### Recycled Asphalt

132.6 PCF @ 5.8% OM or 1.79 tons/CY Avg.

##### CL6 Recycled Concrete Base

117.1 PCF @ 13.6% OM or 1.58 tons/CY Avg.

##### Recycled Rock Products (3/4", 1.5" & 3"-5")

88.88 PCF or 1.2 tons/CY Avg.

##### Structural Fill

138.8 PCF @ 6.1% OM or 1.87 tons/CY Avg.

Concrete will be "dirty" with dirt, so I need to assume this will not be "clean" concrete.

All materials subject to availability.

All prices subject to change without notice.

#### Construction Debris Dump Fees

(prices listed are per load)

Single Axel    Tandem    Semi Load

<b>Asphalt</b> <b>(clean—no dirt)</b>	FREE	FREE	FREE
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<b>Asphalt</b> <b>(up to 20% dirt)</b>	\$50/Ld	\$80/Ld	\$100/Ld
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<b>Asphalt</b> <b>(with Petromat)</b>	\$100/Ld	\$200/Ld	\$300/Ld
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<b>Mixed loads</b> <b>(Concrete &amp; Asphalt)</b>	\$300/Ld	\$400/Ld	\$500/Ld
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<b>Concrete</b> <b>(clean)</b>	FREE	FREE	FREE
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<b>Concrete wt Rebar</b>	\$140/Ld	\$200/Ld	\$250/Ld
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<b>Concrete wt Wire</b>	\$70/Ld	\$100/Ld	\$130/Ld
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<b>Heavily Reinforced</b> <b>Concrete</b>	\$300/Ld	\$400/Ld	\$500/Ld
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<b>Dirt</b>	\$250/Ld	\$300/Ld	\$350/Ld
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We reserve the right to reject any load brought in for disposal for any reason. Please call if you have any questions or are in doubt of your load.

Dumping and/or disposal of toxic, hazardous, illegal wastes, or items not listed above are prohibited and the penalty will include administering applicable county, state and federal laws. Costs, including legal fees and cleanup, will be the responsibility of the person(s) dumping.

- We are not limited to the products listed. If there is something you need but do not see, just give us a call.
- Prices do not include any applicable sales taxes.
- Delivery is available via End / Belly dumps for all products (contact Roy Mayfield for a freight price quote).
- Unit pricing is F.O.B.
- Payment terms: Cash / Major Credit Cards accepted

Quality construction products made with latest in crushing and screening equipment to keep your products to spec. Our friendly and knowledgeable staff is standing by to accommodate your needs and answer all your questions. Call today!



**Discount Pricing on Large Quantity Orders. Call 303-346-8280 For A Quote Today!**



Bid Proposal for RWRWTC 20" DI Tie-In Additional Material

**GARNEY COMPANIES INC**  
**Job Location:** Denver, CO  
**Bid Date:** 01/29/2026  
**Core & Main Bid #:** 4685942

20"DIP Additional Scope

**Core & Main**  
 9451 Yosemite St  
 Henderson, CO 80640  
**Phone:** 3033940004  
**Fax:** 3033944450

Seq#	Qty	Description	Units	Price	Ext Price
20	8	20 MJ L/P SLV C153 IMP	EA	1,370.75	10,966.00
30	16	20 STAR 3020 DIP REST MC IMP MULTI-COAT L/ACC SGDP20	EA	452.04	7,232.64
40	224	3/4X5 T-HEAD B&N 316SS	EA	14.85	3,326.40
50	16	20 MJ REGULAR GASKET F/DI	EA	45.35	725.60
70	1	20 MJ 22-1/2 C153 EPXY IMP	EA	2,367.86	2,367.86
80	2	16 STAR 3016 DIP REST SB IMP STARBOND L/ACC SGDPS16	EA	267.14	534.28
90	28	3/4X5 T-HEAD B&N 316SS	EA	14.85	415.80
100	2	20 MJ REGULAR GASKET F/DI	EA	45.35	90.70
120	1	20 MJ 11-1/4 C153 EPXY IMP	EA	2,202.33	2,202.33
130	2	16 STAR 3016 DIP REST SB IMP STARBOND L/ACC SGDPS16	EA	267.14	534.28
140	28	3/4X5 T-HEAD B&N 316SS	EA	14.85	415.80
150	2	20 MJ REGULAR GASKET F/DI	EA	45.35	90.70
170	126	20 TJ PR350 DI PIPE	FT	140.97	17,762.22
180	6	20 DIP BELL JNT RESTR 1720 WITH 12 EA 3/4" X 18"	EA	1,048.53	6,291.18
190	120	3/4X12' ALL THREAD ROD 316SS YELLOW DOT PAINTED ON END	FT	18.64	2,236.80
200	60	3/4 HEAVY HEX NUT 316SS	EA	3.04	182.40
220	4	20 STAR 3020 DIP REST MC IMP MULTI-COAT L/ACC SGDP20	EA	452.04	1,808.16
240	4	413-21602000-603 20X12 CPLG EPXY 21.50-21.68X19.90-20.08 OD	EA	1,347.54	5,390.16
260	220	54X220 POLYWRAP CLR 18-24 DIP 8MIL PERF 22' PER FOOT	FT	1.64	360.80
270	24	2X100 POLYWRAP TAPE BLK 10MIL PER ROLL	EA	8.04	192.96



Bid Proposal for RWRWTC 20" DI Tie-In Additional Material

Bid #: 4685942

Seq#	Qty	Description	Units	Price	Ext Price
290	4	20 FLG INS KIT NSF61 W/ FF	EA	1,202.50	4,810.00
				<b>Sub Total</b>	<b>67,937.07</b>
				<b>Tax</b>	0.00
				<b>Total</b>	<b>67,937.07</b>

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COR103 - LSI Phased Construction Approach

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1		Implementation of the Phased Approach due to not being able to fully shut down the plant.	\$ 84,642
		<i>Price includes:</i>	
		<i>Not included:</i>	
		<i>Clarifications:</i>	
		LSI will bill 100% of this PCO upon acceptance	
		<b>Total</b>	<b>\$ 84,642</b>

<b>Requested Additional Calendar Days:</b>	<b>0</b>
--	----------

Contractor: <u>Garney Construction</u>	
Date: <u>January 21, 2026</u>	
Print: <u>Richard Aguirre</u>	Sign: <u></u>
<b>Approved for Payment by</b> [OWNER]	<b>Approved for Payment by</b> [OWNER]
Print: _____	Sign: _____
Date _____	Date _____

**RWRWTC LAS Conversion Project**

**LSI Phased Approach**

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		1.00		\$ 156	
Project Superintendent	\$ 156.42		0.00		\$ -	
Project Engineer	\$ 75.34		2.00		\$ 151	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		0.00		\$ -	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	0.00		\$ -	
Carpenter	\$ 72.80	\$ 109.20	0.00		\$ -	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	0.00		\$ -	
					<b>\$ 307</b>	

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
<b>TOTALS</b>											<b>\$ -</b>

<b>MATERIALS</b>							
VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
						\$	-
						\$	-
						\$	-

<b>SERVICES</b>							
Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
LSI		Phased Approach Additional Costs	1	LS	\$ 80,260.00	\$	80,260
						\$	-
						<b>\$</b>	<b>80,260</b>

Summary:	TOTALS
Direct Cost of Labor plus 20%	\$ 369
Direct Cost of Equipment plus 10%	\$ -
Direct Cost of Material plus 15%	\$ -
Direct Cost of Subcontractor plus 5%	\$ 84,273
<b>TOTAL COST</b>	<b>\$ 84,642</b>

Submitted to: Richard Aguirre  
 Submitted by: Christian Whyne  
 Reviewed by: Joey Cate

Creation Date: January 9, 2026  
 Last Revision Date: January 9, 2026

## 8 Pricing

Pricing is Fixed Price. Pricing has been divided into two (2) line items to show the Change Order cost relative to the implementation of the Phased Approach and the re-introduction of the Red Zone PRV respectively.

The pricing below is based on current valid price quotes; however, pricing is subject to change until the equipment ships. Due to current supply chain uncertainties, these quotes most likely will increase before delivery due to tariffs and inflationary pressures. As a partner, we believe it best to make it extremely clear the potential that pricing could change upon delivery, outside of the control of LSI or Garney Construction.

Ray Waterman Phased Approach	
Section	Section Total
Project Management	\$ 3,580
Controls System Integration Effort	\$ 7,180
On-Site Support	\$ 5,370
Installation	\$ 64,130
Taxes (Note 1)	Not Included
<b>Base Fixed Price</b>	<b>\$ 80,260</b>

Red Zone PRV	
Section	Section Total
Equipment	\$ 28,650
On-Site Support	\$ 14,010
Installation	\$ 42,940
Taxes (Note 1)	Not Included
<b>Base Fixed Price</b>	<b>\$ 85,600</b>
<b>Total Fixed Price</b>	<b>\$ 165,860</b>

NOTES:

1. Federal, state, provincial, or local taxes, fees, or permits are not included. LSI will be required to charge and collect sales tax unless furnished with the appropriate exemption documentation.
2. This proposal is valid for 15 days, unless extended in writing by Logical Systems, LLC.
3. Please email purchase order to: [clientPO@logicalsystinc.com](mailto:clientPO@logicalsystinc.com).
4. Please include the LSI job number (29399F R1) on the purchase order.
5. Hardware prices provided in this Proposal are subject to change to the prices in effect at the time of delivery.



RWRWTC LAS Conversion Project

Plumbing Bypass for New Location on Control Panel

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		1.00		\$ 156	
Project Superintendent	\$ 156.42		4.00		\$ 626	
Project Engineer	\$ 75.34		2.00		\$ 151	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		0.00		\$ -	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	8.00		\$ 582	
Carpenter	\$ 72.80	\$ 109.20	0.00		\$ -	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	8.00		\$ 428	
					<b>\$ 1,943</b>	

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
Scaffolding	\$ -	\$ 42.00	\$ 210.00	\$ 840.00	\$ -		1				\$ 42
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
<b>TOTALS</b>											<b>\$ 42</b>

MATERIALS							
VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-

SERVICES							
Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
Strait Mechanical	E-mail Quote	Re-route water piping around new electrical gear	1	LS	\$ 6,158.00	\$	6,158
Applewood	Verbal Quote	Paint and tag new installed piping	1	LS	\$ 1,000.00	\$	1,000
<b>TOTALS</b>							<b>\$ 7,158</b>

Summary:	TOTALS
Direct Cost of Labor plus 20%	\$ 2,332
Direct Cost of Equipment plus 10%	\$ 46
Direct Cost of Material plus 15%	\$ -
Direct Cost of Subcontractor plus 5%	\$ 7,516
<b>TOTAL COST</b>	<b>\$ 9,894</b>

[EXTERNAL] Castle Rock EM Showers

From Richard Strait <richard@straitmechanical.com>  
Date Sun 1/11/2026 9:27 PM  
To Richard Aguirre <richard.aguirre@garney.com>

EXTERNAL EMAIL - Please be cautious when opening links or attachments

Richard-

I have estimated all the additional Changes to this project:

- 1. Provide & Install a new Emergency Shower with mixing valve, connect to exiting DW system, install owner provided flow switch  
..... \$ 9,688.00
- 2. Re-Route water piping around new electrical gear  
..... \$ 6,158.00
- 3. Install owner provided flow switch in (2) existing EM Showers  
..... \$ 900.00

Total Add to contract >>>>>>> \$16,746.00

--  
**Richard Strait**  
VP / Project Manager



1000 35<sup>th</sup> Street, Evans, CO 80620  
O (970) 342-5800



January 13, 2025

Emily Huth  
Project Manager  
175 Kellogg Court  
Castle Rock, CO 80109

**RE: RWRWTC LAS Conversion Project – Additional One Month of GC's**

Emily,

Please see the attached pricing for the additional month of GC's for your review and use:

DIRECT COST BY BID ITEM		Ray Waterman (ONE MONTH ADDITIONAL GC'S)
	Ray Waterman	
1	Mobilization	-
2	Red Zone PRV Vault	-
3	Yard Piping and Valves	-
4	Ammonia Injection Vault	-
5	Modifications to Existing Red/Green Meter Vault	-
5A	Modifications to Existing Meter/CL2 & Control Valve Vaults	-
6	Ammonia Chemical Storage Room Modifications	-
7	Testing	-
8	Electrical and I&C	-
9	TESC and Site Restoration	-
	Bell Mountain	
10	Mobilization	-
11	Treatment Area	-
12	Sitework	-
13	Testing	-
14	Electrical and I&C	-
15	Early Procurement of Instrumentation & Controls - Ray Waterman & Bell Mountain Ranch	-
16	Early Procurement of Tanks and Pumps - Ray Waterman & Bell Mountain Ranch	-
17	Bid Alt - Paving at Bell Mountain Ranch	-
18	Bid Alt - Access Road at Ray Waterman	-
<b>SUBTOTAL DIRECT COSTS</b>		<b>-</b>
INDIRECT COST		Ray Waterman (ONE MONTH ADDITIONAL GC'S)
	General Conditions	33,797
<b>SUBTOTAL DIRECT COSTS + INDIRECT COSTS</b>		<b>93,797</b>
ALLOWANCES, CONTINGENCIES		
2.00%	Escalation Contingency - Materials and Subcontractors	-
2.50%	Construction Contingency - On Direct Cost Only	-
<b>SUBTOTAL DIRECT COSTS + INDIRECT COSTS + CONTINGENCIES</b>		<b>93,797</b>
OWNER'S CONTINGENCY		Ray Waterman (ONE MONTH ADDITIONAL GC'S)
0.00%	Owner's Contingency (On Direct Cost of Work)	-
<b>TOTAL - LUMP SUM - ADDITIONAL GC'S</b>		<b>93,797</b>

Please let me know if you have any questions.

Sincerely,  
GARNEY COMPANIES, INC.

Richard Aguirre  
Senior Project Manager

# **ATTACHMENT A:**

## **ESTIMATE WBS**



PROJECT: Ray Waterman Chloramine Modifications

1/22/2026 TOTALS 580 56,197 7,721 1,375 7,029 21,475 93,797 93,797

Comments		Total	Labor	Materials	Subcontract	Equipment	Other	(Burden & Markups)					
TEMP MONTHLY UTILITIES	1.0 MO	0.0	0.00	0	0	0	500.00	500	500	500	500	GC	GCRW
TEMP MONTHLY UTILITIES	LS	0.0		0	0	0		0	0	0	0	GC	
UTILITIES TO OFFICE TRAILERS	LS	0.0		0	0	0		0	0	0	0	GC	
DRINKING WATER	1.0 MO	0.0	0.00	0	500.00	500		0	500	500	500	GC	GCRW
TEMPORARY WATER TO TRAILERS	LS	0.0		0	0	0		0	0	0	0	GC	
PHOTOS	MO	0.0		0	75.00	0		0	0	0	0	GC	
DRONE PHOTOS	1.0 MO	8.0	8.000	481.24	481	100.00	100	0	0	581	581	GC	GCRW
VIDEO SURVEY	LS	0.0		0	0	0		0	0	0	0	GC	
PROJECT SIGN	EA	0.0		0	1,250.00	0		0	0	0	0	GC	
ALARM SYSTEM	1.0 MO	0.0	0.00	0	0	0		0	0	0	0	GC	GCRW
LICENSES	LS	0.0		0	0	0		0	0	0	0	GC	
PERMITS	LS	0.0		0	0	0		0	0	0	0	GC	
SPECIAL INSPECTIONS	LS	0.0		0	0	0		0	0	0	0	GC	
SPECIAL INSURANCE	LS	0.0		0	0	0		0	0	0	0	GC	
MEETING EXPENSES	LS	0.0		0	0	0		0	0	0	0	GC	
COMMUNITY OUTREACH	LS	0.0		0	0	0		0	0	0	0	GC	
MOB\DEMOB	1.0 LS	32.0	32.000	1,924.96	1,925	0	0	2,500.00	2,500	4,425	4,425	GC	GCRW
PREPARE SITE	LS	0.0		0	0	0		0	0	0	0	GC	
SHOPS\SHEDS	MO	0.0		0	0	0		0	0	0	0	GC	
TEMPORARY ROADS	MO	0.0		0	0	0		0	0	0	0	GC	
TEMPORARY WATER	MO	0.0		0	0	0		0	0	0	0	GC	
TEMPORARY FENCING	LF	0.0		0	0	0		0	0	0	0	GC	
SPECIAL SAFETY REQUIREMENTS	LS	0.0		0	0	0		0	0	0	0	GC	
SAFETY LADDERS / SPECIAL ACCESS	1.0 MO	0.0	0.00	0	0	0	1,150.00	1,150	0	1,150	1,150	GC	GCRW
SPILL CONTAINMENT FACILITY	LS	0.0		0	0	2,500.00	0	0	0	0	0	GC	
DRUG TESTS	3.7 EA	0.0	0.00	0	0	0	0	38.00	140	140	140	GC	GCRW
JOB PHYSICALS	EA	0.0		0	0	0		150.00	0	0	0	GC	
BACKGROUND CHECKS/BADGING	EA	0.0		0	0	0		0	0	0	0	GC	
TRAILER SECURITY FENCING	LF	0.0		0	0	0		0	0	0	0	GC	
SECURITY GUARD	HR	0.0		0	0	0		0	0	0	0	GC	
ITEMS BASED ON DIRECT MANHOURS FOR PRV					0	0		0	0	0	0	GC	
\$ 2.50 SMALL TOOLS	1.0 LS	0.0	0.00	0	3,372.50	3,373	0	0	3,373	3,373	3,373	GC	GCRW
\$ 0.75 MISC. RENTAL	1.0 LS	0.0	0.00	0	0	0	1,011.75	1,012	0	1,012	1,012	GC	GCRW
\$ 1.50 SAFETY\FIRST AID EQUIP	1.0 LS	0.0	0.00	0	2,023.50	2,024	0	0	2,024	2,024	2,024	GC	GCRW
COVID-19 PROTECTIVE MEASURES	1.0 LS	0.0	0.00	0	0.00	0	0	0	0	0	0	GC	
\$ - SMALL EQUIPMENT ALLOCATION	LS	0.0		0	0	0		in burden	0	0	0	GC	
WEEKLY CLEANUP	44.0 HR	44.0	1.000	60.16	2,647	0	0	0	2,647	2,647	2,647	GC	GCRW
1.98% SAFETY SHUTDOWN	1.0 LS	26.7	26.710	1,606.75	1,607	1,500.00	1,500	0	0	3,107	3,107	GC	GCRW
0.15% EMPLOYMENT REFERRAL	1.0 LS	0.0		0.00	0	0	0	130.41	130	130	130	GC	GCRW
TRAVEL / SUBSISTENCE PER POLICY												GC	
TOLLS	1.0 MO	0.0	0.00	0	0	0	0	500.00	500	500	500	GC	GCRW
HOME OFFICE TRAVEL	MO	0.0		0	0	0		0	0	0	0	GC	
SHORT TERM HOUSING	MO	0.0		0	0	0		0	0	0	0	GC	
SHORT TERM SUBSISTENCE	MO	0.0		0	0	0		0	0	0	0	GC	
SUBSISTENCE TAX BURDEN	25%	0.0	0.00	0	0	0	0	0.00	0	0	0	GC	
LONG TERM (RELOCATION)	LS	0.0		0	0	0		0	0	0	0	GC	
TRAVEL INCENTIVE	LS	0.0		0	0	0		0	0	0	0	GC	
FINAL CLEANING	LS	0.0		0	0	0		0	0	0	0	GC	
WEATHER PROCTION	XXXX MO	0.0	34.640	0	0	0	0	2,000.00	0	0	0	GC	GCRW
WEATHER PROCTION	XXXX MO	0.0	34.640	0	0	0	0	2,000.00	0	0	0	GC	GCBM
TEMPORARY BUILDING HEAT	MO	0.0		0	0	0		0	0	0	0	GC	
SNOW REMOVAL	LS	0.0		0	0	0		0	0	0	0	GC	
DEWATERING	WK	0.0		0	0	0		0	0	0	0	GC	
TEMPORARY PUMPING	LS	0.0		0	0	0		0	0	0	0	GC	
TRASH HAUL	1.0 MO	0.0	0.00	0	0	500.00	500	0	0	500	500	GC	GCRW
TRASH HAUL	XXXX MO	0.0		0	0	500.00	0	0	0	0	0	GC	GCBM
SOILS/COMPACTION TESTING	LS	0.0		0	0	0		0	0	0	0	GC	
CONCRETE TESTING	LS	0.0		0	0	0		0	0	0	0	GC	
PIPE/MECHANICAL TESTING	LS	0.0		0	0	0		0	0	0	0	GC	

**COR106 - Davit Crane**

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**                      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1	RFI #001	Davit Crane: Fall Protection Arrest System Additional Cost	\$ 5,462
		<i>Price includes:</i>	
		Difference in price to provide a 3M DBI-SALA Fall Protection/Arrest Davit Crane vs. Thern	
		<i>Not included:</i>	
		N/A	
		<b>Total</b>	<b>\$ 5,462</b>

<b>Requested Additional Calendar Days:</b>	<b>0</b>
--	----------

Contractor: <u>Garney Construction</u> Date: <u>January 21, 2026</u>	Sign: <u></u>
Print: <u>Richard Aguirre</u>	
<b>Approved for Payment by</b> <b>[OWNER]</b> Print: _____ <div style="text-align: right;">Date _____</div>	<b>Approved for Payment by</b> <b>[OWNER]</b> Sign: _____ <div style="text-align: right;">Date _____</div>

**RWRWTC LAS Conversion Project  
 RFI #001**

**Fall Protection/Arrest Davit Crane System vs. Thern Commander 2000 Davit Crane**

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		1.00		\$ 156	
Project Superintendent	\$ 156.42		0.00		\$ -	
Project Engineer	\$ 75.34		2.00		\$ 151	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		0.00		\$ -	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	0.00		\$ -	
Carpenter	\$ 72.80	\$ 109.20	0.00		\$ -	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	0.00		\$ -	
					<b>\$ 307</b>	

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
<b>TOTALS</b>											<b>\$ -</b>

<b>MATERIALS</b>						
VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
Thern	Website Quote	Credit - Thern Commander 2000 - Galvanized	-1	EA	\$ 7,141.24	\$ (7,141)
	Estimate	Credit - Anchor Bolts for Pedestal Base	-4	EA	\$ 25.00	\$ (100)
	Verbal Quote - Mike Cliff	Credit - Engineering Stamp for Davit Anchors	-1	LS	\$ 1,000.00	\$ (1,000)
						\$ -
3M DBI-SALAS	Alliance Safety, Inc. Quote	3M - DBI-SALA Fall Protection/Arrest Davit Crane Assembly	1	LS	\$ 12,670.00	\$ 12,670
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						<b>\$ 4,429</b>

<b>SERVICES</b>						
Subcontractor	REFERENCE	DESCRIPTION				
					\$ -	\$ -
<b>TOTALS</b>						<b>\$ -</b>

Summary:	TOTALS
Direct Cost of Labor plus 20%	\$ 369
Direct Cost of Equipment plus 10%	\$ -
Direct Cost of Material plus 15%	\$ 5,093
Direct Cost of Subcontractor plus 5%	\$ -
<b>TOTAL COST</b>	<b>\$ 5,462</b>

# QUOTATION

Alliance Safety Inc.

3500 N Windsor Dr Unit 400  
Aurora, CO 80011-8120  
US  
303-388-8766



Order Number	
1110800	
Order Date	Page
9/15/2025 08:40:03	1 of 2

Quote Expires On 10/15/2025

**Bill To:**

GARNEY CONSTRUCTION  
1700 Swift Ave  
North Kansas City, MO 64116-3821  
US

(303) 791-3600

**Ship To:**

GARNEY CONSTRUCTION - RWRWTC LAS Conversion Projec  
1282 CASTLE OAKS DR  
CASTLE ROCK, CO 80104  
US

Requested By: RICHARD AGUIRRE

Customer ID: 10432

<b>PO Number</b>	<b>Ship Route</b>	<b>Taker</b>
DAVIT SYSTEM		BTAFOYA

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				
1	0	1	EA		3503886	EA	3,510.00000	3,510.00
				1.0	3M ULTRA-LOK 50' SRL WITH RETRIEVAL W/ MOUNTING BRACKE	1.0		
1	0	1	EA		8102001	EA	2,400.00000	2,400.00
				1.0	3M SALALIFT II WINCH 60' WITH MOUNTING BRKT & BAG	1.0		
1	0	1	EA		8549915	EA	210.00000	210.00
				1.0	WINCH/SRL MOUNTING BRACKET ASSEMBLY WINCH/SRL MOUNTING BRACKET ASSEMBLY	1.0		
1	0	1	EA		8512828	EA	1,960.00000	1,960.00
				1.0	3M FLUSH FLOOR MOUNTED SLEEVE C/W PINS FOR FRESHCONCRETE - STAINLESS STEEL	1.0		
1	0	1	EA		8518006	EA	3,150.00000	3,150.00
				1.0	3M ADJUSTABLE UPPER MAST 23 1/2" TO 42 1/2"	1.0		
1	0	1	EA		8518002	EA	1,275.00000	1,275.00
				1.0	3M LOWER MAST EXTENSION 33"	1.0		
1	0	1	EA		8510827	EA	165.00000	165.00
				1.0	3M SLEEVE CAP HEAVY DUTY STAINLESS STEEL	1.0		

# QUOTATION

Alliance Safety Inc.

3500 N Windsor Dr Unit 400  
 Aurora, CO 80011-8120  
 US  
 303-388-8766



Order Number	
1110800	
Order Date	Page
9/15/2025 08:40:03	2 of 2

Quote Expires On 10/15/2025

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Disp.</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Price</i>
					<i>Item Description</i>	<i>Unit Size</i>		

Total Lines: 7

**SUB-TOTAL:** 12,670.00  
**TAX:** 506.82  
**AMOUNT DUE: 13,176.82**

*U.S. Dollars*

COR107 - Dampproofing

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1		Dampproofing - Chemical Injection Vault	\$ 5,409
		<i>Price includes:</i>	
		Materials applied: Sikalastic 315; 2 coats, 46.0-54.0 mils DFT	
		<i>Not included:</i>	
		Any insulation board	
		<b>Total</b>	<b>\$ 5,409</b>

<b>Requested Additional Calendar Days:</b>	<b>0</b>
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Contractor: <u>Garney Construction</u>	
Date: <u>January 21, 2026</u>	
Print: <u>Richard Aguirre</u>	Sign: <u></u>
<b>Approved for Payment by [OWNER]</b>	<b>Approved for Payment by [OWNER]</b>
Print: _____	Sign: _____
Date _____	Date _____





## Change Order

Attn: Garney Co.

Date: 1/16/26 (updated)

**Project:** RWR WTF Chloramination Mods

Scope: 07 16 00 "Dampproofing"

Apply below grade dampproofing to the following structures:

*Chemical Injection Vault*

Bid Price: \$4,800.00

*RW Red Zone PRV Vault*

Bid Price: \$6,900.00

Materials applied: Sikalastic 315; 2 coats, 46.0-54.0 mils DFT

### Clarifications:

*If excess cure has been applied to walls we might have to sandblast it off - that work will be an extra cost. Generally this is not required however must be noted.*

*Excludes protection board (if required)*

### General Exclusions:

Concrete patching

Coating of buried or embedded items.

Coating of items not exposed to view

Applewood insurance cert attached. Any coverage up and above standard limits are extra

Temp heating/dehumidification

Temp power, sanitary and trash facilities.

Bond Costs

Submitted By: Jimmy Anderson (303) 507-1242 cell  
jimmyanderson@qwestoffice.net (email)



RWRWTC LAS Conversion Project

Firecaulking

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		1.00		\$ 156	
Project Superintendent	\$ 156.42		20.00		\$ 3,128	
Project Engineer	\$ 75.34		2.00		\$ 151	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		1.00		\$ 246	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	20.00		\$ 1,456	
Carpenter	\$ 72.80	\$ 109.20	20.00		\$ 1,456	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	40.00		\$ 2,141	
					<b>\$ 8,735</b>	

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
										<b>TOTALS</b>	<b>\$ -</b>

MATERIALS							
VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
Hilti	Quote	Mineral Wool 4'x2'x0.33' Sheet (4 EA/Box)	1	Box	\$ 175.35	\$ 175	
Hilti	Quote	FS-One Max Cartridges	5	Cases	\$ 231.52	\$ 1,158	
Hilti	Quote	FS Wrap Stip	1	Box	\$ 487.39	\$ 487	
Hilti	Quote	Concrete Drill Bit for Kwik-Con Screw Anchors	12	EA	\$ 22.50	\$ 270	
Hilti	Quote	Screw Anchor Kwik-Con	1	Box	\$ 86.55	\$ 87	
Hilti	Quote	Delivery	1	EA	\$ 59.00	\$ 59	
						\$ -	
						<b>\$ 2,236</b>	

SERVICES							
Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
						\$ -	
						<b>TOTALS</b>	<b>\$ -</b>

Summary:	TOTALS
Direct Cost of Labor plus 20%	\$ 10,482
Direct Cost of Equipment plus 10%	\$ -
Direct Cost of Material plus 15%	\$ 2,571
Direct Cost of Subcontractor plus 5%	\$ -
<b>TOTAL COST</b>	<b>\$ 13,053</b>



Bill-To Address

**GARNEY CONSTRUCTION**  
 1700 SWIFT ST  
 Kansas City MO 64116-3821

**Quotation 933758448**

<b>Order Type:</b>	Quotation	<b>Customer Number:</b>	11467892
<b>Creation Date:</b>	01/08/2026	<b>Purchase Order No.:</b>	701763b
<b>Our Contact:</b>	Brendan Martinez Walker	<b>Your Reference:</b>	
		<b>Your Main Contact:</b>	Hannah Snethen
		<b>Your Main Contact Tel.:</b>	816-741-4600

**Delivery Address** GARNEY CONSTRUCTION, 1282 Castle Oaks Dr, Castle Rock CO 80108-8427,

Item No.	Description	Ordered Quantity	Net Price/Unit	Net Value
2260085	Screw Anchor Kwik-Con+ 1/4"x1-1/4" THH	1 BOX of 100 EA = 100 EA	86.55 BOX	86.55
438628	Conc drill bit KC II+ 1/4" TE-C	1 EA	22.50 EA	22.50
304309	FS wrap strip CP 648-E 1-3/4" x 33'	1 EA	487.39 EA	487.39
3530249	FS-ONE MAX 10oz tube (1 case)	1 EA	231.52 EA	231.52
2101531	FS-ONE MAX 10.1oz cartridge	12 EA		
236993	Mineral wool (4 pcf) (48" X 24" X 4")	1 BOX of 4 EA = 4 EA	175.35 BOX	175.35

<b>Items Total</b>	<b>1,003.31</b>
<b>Freight</b>	<b>59.00</b>
<b>Total net value</b>	<b>1,062.31</b>
<b>Sales Tax</b>	<b>83.75</b>
<b>Retail Delivery Fees</b>	<b>0.28</b>

**Final Total USD 1,146.34**

Price subject to change without notice.

All transactions governed by Hilti's Terms and Conditions found at Hilti.com. Acceptance is limited to the express terms contained herein. Any purchase order issued by Customer after acceptance of this offer, even if signed by Hilti, shall be treated solely as authorization to proceed with the order under the accepted terms and such purchase order will not amend or vary the accepted terms.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COR109 - Eyewash Station

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1		Install new eyewash in east chemical room (Future Chemical Feed and Storage Room)	\$ 11,118
		<i>Price includes:</i>	
		Provide and Install a new Emergency Shower w/ mixing valve. Connecting to existing DW system.	
		Coatings of newly installed piping	
		<i>Not included:</i>	
		<b>Total</b>	<b>\$ 11,118</b>

<b>Requested Additional Calendar Days:</b>	<b>0</b>
--	----------

Contractor: Garney Construction  
 Date: January 21, 2026

Print: Richard Aguirre      Sign: 

**Approved for Payment by [OWNER]**      **Approved for Payment by [OWNER]**

Print: \_\_\_\_\_      Sign: \_\_\_\_\_

Date      Date



[EXTERNAL] Castle Rock EM Showers

From Richard Strait <richard@straitmechanical.com>  
Date Sun 1/11/2026 9:27 PM  
To Richard Aguirre <richard.aguirre@garney.com>

EXTERNAL EMAIL - Please be cautious when opening links or attachments

Richard-

I have estimated all the additional Changes to this project:

- |   |             |  |
|---|-------------|--|
| 1. Provide & Install a new Emergency Shower with mixing valve, connect to exiting DW system, install owner provided flow switch | \$ 9,688.00 | ← Minus \$450 for Flow Switch equals \$9,238 |
| 2. Re-Route water piping around new electrical gear   |             |  |
| .....   |             | \$ 6,158.00                                  |
| 3. Install owner provided flow switch in (2) existing EM Showers  |             |  |
| .....   |             | \$ 900.00                                    |

Total Add to contract >>>>>>> \$16,746.00

--  
Richard Strait  
VP / Project Manager

**STRAIT MECHANICAL**



1000 35<sup>th</sup> Street, Evans, CO 80620  
O (970) 342-5800

COR110 - Replace Existing Hatches

<b>PROJECT:</b>	RWRWTC LAS Conversion Project	<b>PROJECT NUMBER</b>
<b>OWNER:</b>	Town of Castle Rock	
<b>ENGINEER:</b>	Burns & McDonnell	152734
<b>CONTRACTOR:</b>	Garney Construction	6764
<b>PM:</b>	Richard Aguirre	

**Location**      **1282 Castle Oaks Dr., Castle Rock, CO 80104**

Item #	Reference	Description	Extended Cost
1		Bilco Hatches - Existing Stuctures	\$ 51,120
		<i>Price includes:</i>	
		Removal and dispose of existing Bilco Hatches	
		Installation of new Bilco Hatches	
		<i>Not included:</i>	
		<i>Clarification:</i>	
		Not removing curbs. Installing one hatch on the existing curb	
<b>Total</b>			<b>\$ 51,120</b>

<b>Requested Additional Calendar Days:</b>	<b>3</b>
--	----------

Contractor: Garney Construction  
 Date: January 21, 2026

Print: Richard Aguirre      Sign: 

**Approved for Payment by [OWNER]**      **Approved for Payment by [OWNER]**

Print: \_\_\_\_\_      Sign: \_\_\_\_\_

Date \_\_\_\_\_      Date \_\_\_\_\_

**RWRWTC LAS Conversion Project**

**Bilco Hatches - Replace Existing**

Labor	Total Regular Time Costs	Total Over Time Costs	Total Regular Time Hours	Total Over Time Hours	EXTENDED COST	Comments
Project Manager	\$ 156.42		1.00		\$ 156	
Project Superintendent	\$ 156.42		12.00		\$ 1,877	
Project Engineer	\$ 75.34		2.00		\$ 151	
Field Engineer	\$ 75.34		0.00		\$ -	
Safety Manager	\$ 246.16		1.00		\$ 246	
Civil Superintendent	\$ 127.10		0.00		\$ -	
Mechanical Superintendent	\$ 127.10		0.00		\$ -	
Foreman	\$ 72.80	\$ 109.20	24.00		\$ 1,747	
Carpenter	\$ 72.80	\$ 109.20	24.00		\$ 1,747	
Pipefitter/Pipelayer	\$ 59.96	\$ 89.94	0.00		\$ -	
Laborer	\$ 53.53	\$ 80.30	48.00		\$ 2,569	
					<b>\$ 8,494</b>	

Equipment	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Operating Cost/Hr	Hours On Site	Days On Site	Weeks On Site	Months On Site	Operating Hours	EXTENDED COST
Reach Forklift, 6,500lb	\$ 24.44	\$ 195.52	\$ 977.60	\$ 3,910.40	\$ -		3				\$ 587
	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
<b>TOTALS</b>											<b>\$ 587</b>

<b>MATERIALS</b>							
VENDOR	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
HME	HME Quote	3 Ea - Bilco Hatches to match SN of existing	1	LS	\$ 30,973.48	\$ 30,973	
Whitecap	Website Pricing	SST Expansion Anchors 1/2" x 5 1/2"	72	EA	\$ 25.00	\$ 1,800	
Whitecap	Website Pricing	SST Concrete Screws 1/2" x 3 1/2"	28	EA	\$ 15.00	\$ 420	
Whitecap	Website Pricing	Caulking - Sikaflex	12	EA	\$ 30.00	\$ 360	
Whitecap	Website Pricing	Grinder Wheels	3	EA	\$ 5.00	\$ 15	
Whitecap	Website Pricing	1/2" Concrete Drill Bits	3	EA	\$ 30.00	\$ 90	
						\$ -	
						<b>\$ 33,658</b>	

<b>SERVICES</b>							
Subcontractor	REFERENCE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL	
Trucking	Verbal Quote	Freight	1	LS	\$ 1,500.00	\$ 1,500	
						<b>TOTALS \$ 1,500</b>	

<b>Summary:</b>		<b>TOTALS</b>
Direct Cost of Labor plus 20%		\$ 10,193
Direct Cost of Equipment plus 10%		\$ 645
Direct Cost of Material plus 15%		\$ 38,707
Direct Cost of Subcontractor plus 5%		\$ 1,575
<b>TOTAL COST</b>		<b>\$ 51,120</b>

2828 NW Button Road  
Topeka, KS 66618  
Phone: 785-235-1524

**Owner:** Garney Construction  
1700 Swift Street  
Kansas City, MO 64116

**Project:** 25.147 / CASTLE ROCK RWRWTC

**COR# 2: COR #2 Bilco Hatches**

**\$30,973.48**

BUYOUT HATCHES

**1: COR #2 Bilco Hatches**

REPLACEMENT OF EXISTING HATCHES:  
QTY 2 D-50 Bilco Roof Scuttle 6.6'x6.6'  
QTY 1 SS-50 Bilco Roof Scuttle 4.6'x4.6'  
Plus freight

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**TOTAL, THIS CHANGE ORDER REQUEST**

**\$30,973.48**

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*This PCO impacts schedule duration, schedule impact to be mutually agreed upon between Contractor and HME prior to approval of any change order.  
This PCO pricing is valid 14 calendars days from date of submittal.  
This PCO excludes any items not specifically mentioned.  
If this PCO is not approved prior to HME's execution of this scope of work interest shall be charged at 18% per annum until payment is made for change.  
HME is not responsible or liable for any delays or damages for changes in the scope of work due to this PCO.*

---

**Approved By:** Garney Construction

**Submitted By:** HME, Inc.

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT D-1**

**CONTRACTOR'S UPDATED CERTIFICATE OF INSURANCE**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location(s) Of Covered Operations**

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

### **SCHEDULE**

**Name Of Additional Insured Person(s)  
Or Organization(s):**

**Location And Description Of Completed Operations**

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

**9. "Insured Contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another

party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

### SCHEDULE

**Scheduled Railroad:**

Any railroad for which you are performing operations and for which no Railroad Protective Liability Policy has been purchased for the railroad by you, or any railroad for which "your work" has been completed or put to its intended use.

**Designated Job Site:**

All jobsites.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule below:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule below.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule below:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## SCHEDULE

**Designated Location(s):**

All locations with a total aggregate for all construction locations of \$20,000,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

**Designation Of Premises (Part Leased To You):**

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

**Name Of Person(s) Or Organization(s) (Additional Insured):**

All person(s) or organization(s) leasing premises to you where required by written contract or agreement entered into prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

### SCHEDULE

#### **Name Of Additional Insured Person(s) Or Organization(s):**

All persons or organizations leasing equipment to you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

**9. "Insured Contract" means:**

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another

party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

### SCHEDULE

**Scheduled Railroad:**

Union Pacific Railroad Company

**Designated Job Site:**

Union Pacific Railroad Company Property

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number:AS2641426942715

Issued by:Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, District of Columbia, Georgia, Indiana, Kansas, New Mexico, Oklahoma, South Carolina, Tennessee, Vermont and West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Florida, Iowa, Maryland, Mississippi, and Nebraska, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942735      Effective Date      Premium \$

Issued to Garney Companies, Inc.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy

Person or Organization  
Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WA264D426942735      Effective Date      Premium \$

Issued to      Garney Companies, Inc.

COMMERCIAL INLAND MARINE

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
  - a. We have reached agreement with you on the amount of the loss; or
  - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

**F. Other Insurance**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**G. Pair, Sets Or Parts**

**1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

**2. Parts**

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

**H. Recovered Property**

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

**I. Reinstatement Of Limit After Loss**

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

**J. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
  - a. Someone insured by this insurance; or
  - b. A business firm:
    - (1) Owned or controlled by you; or
    - (2) That owns or controls you.

This will not restrict your insurance.

**GENERAL CONDITIONS**

**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

up to a maximum of \$25,000 per proceeding, subject to a maximum of \$50,000 per **Policy Period** and provided that any such proceeding must result from **Professional Services** rendered on or after the **Coverage A.1. Professional Liability** Retroactive Date, and is:

- a. first commenced against the **Insured** during the **Policy Period**; and
- b. reported to us in writing during the **Policy Period** and before any legal expenses have been incurred.

#### D. **Public Relations Assistance**

We shall reimburse you for the **Public Relations Expenses** that you incur in connection with a **Crisis Event** first occurring during the **Policy Period** and reported to us pursuant to Subsection **VI.D.2**. Our maximum liability under Section **II. Supplementary Payments** for all covered **Public Relations Expenses** combined will be subject to the **Public Relations Assistance** Limit of Liability shown in the Declarations. A **Crisis Event** occurs when you first become aware of the **Crisis Event**.

#### E. **Bankruptcy Litigation Expenses**

We shall reimburse the **Insured** up to a maximum of \$25,000 per **Claim**, subject to a maximum of \$50,000 per **Policy Period**, for the reasonable and necessary legal fees, costs, and expenses incurred by the **Insured** in filing a motion to seek relief from a bankruptcy stay with respect to a **Design Professional** as part of a **Protective Claim** against that **Design Professional**.

### III. **DEFINITIONS**

When used in this policy, the following terms, whether in the singular or plural, are defined as follows:

**A. Additional Insured** means, solely with respect to **Coverage C.1. Contractor's Pollution Liability**, any person or organization that is required to be added as an **Insured** on this policy by written contract or written agreement executed with the **Insured** prior to a known **Pollution Event** as a result of the performance of **Covered Operations** that are the subject of such written contract or written agreement.

**B. Automobile** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.

**C. Bodily Injury** means physical injury, sickness, disease, or death sustained by any person, including mental anguish, emotional distress, and costs for medical monitoring, but only when such mental anguish, emotional distress, and costs for medical monitoring are a direct result of physical injury, including physical injury to tangible property.

**D. Carrier** means any person or organization that is properly licensed to transport **Materials** by **Automobile**, **Vessel**, aircraft, or rolling stock, including the **Insured** and any other person or organization, pursuant to written contract or written agreement, that transports such **Materials** on behalf of the **Insured**.

**E. Circumstance** means:

1. an event reported to us during the **Policy Period** in compliance with Subsection **VI.E. Notice of Circumstance**, which the **Insured** could reasonably expect to result in a **Claim**; and
2. all proceedings reported to us during the **Policy Period** in compliance with Subsection **II.A. Pre-Claims Assistance**.

**F. Claim** means:

1. under **Coverage A.1.**, a **Professional Liability Claim**;
2. under **Coverage A.2.**, a **Rectification Claim**;
3. under **Coverage B.**, a **Protective Claim**;
4. under **Coverages C.1.a., b., c.** and Subsection **I.C.1.e.**, a **Contractor's Pollution Liability Claim**;
5. under **Coverage C.1.d.**, a **Time Element Claim**; or
6. under **Coverage C.2.**, a **Mitigation Claim**.

**G. Claim Expenses** means reasonable and necessary fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **Claim**:

1. charged by an attorney designated by:
  - a. us; or

## G. Other Insurance

1. Except as specifically provided in Subsection **IX.G.2.** below, this policy is excess over any other applicable insurance available to the **Insured**, including but not limited to project-specific policies or wrap-up policies, whether such other insurance is shown to be primary, pro-rata, contributory, excess, contingent, self-insured, or otherwise, unless such other insurance is written specifically excess of this policy by reference in such other policy to this policy number.
  - a. When this policy is excess under this Subsection **IX.G.1.**, neither payments by the **Insured** to satisfy a Self-Insured Retention or Deductible applicable to any underlying policy nor payments by the underlying insurer will apply toward satisfaction of the Self-Insured Retention under this policy.
  - b. When this policy is excess under this Subsection **IX.G.1.** for a claim arising out of **Professional Services**, coverage under **Coverage A.2. Rectification** will not be available to the **Insured**.
  - c. When this policy is specifically written as excess over another insurance policy, Section **II. Supplementary Payments** will not be available to the **Insured**.
  - d. This policy will apply specifically as excess over any project-specific insurance policy subject to its limitations, conditions, provisions, and other terms; provided, however, unless specifically endorsed, this excess coverage will not be broader than the project-specific insurance policy and will not function as Difference in Conditions coverage.
2. Insurance provided under **Coverage C.1. Contractor's Pollution Liability** is primary and non-contributory unless:
  - a. an endorsement states that the coverage is excess or contingent upon the absence of other insurance;
  - b. any other insurance is available to cover liability for any **Loss** arising out of the premises or operations for which the **Insured** has been added as an additional insured on another policy;
  - c. other insurance is provided for **Transportation** under **Coverage C.1.b. Transportation** or non-owned disposal sites under **Coverage C.1.c. Non-Owned Disposal Sites**;
  - d. the **Insured** is not required by written contract or written agreement to provide insurance for an **Additional Insured** under Subsection **I.C.1.e. Additional Insured** on a primary basis; or
  - e. another insurance policy, in force prior to this **Policy Period**, is available to the **Insured** for any **Loss** or **Claim Expenses** also covered under the terms and conditions of this policy, even if the other insurance policy does not provide coverage in whole or in part for the **Loss** or **Claim Expenses**.

The insurance provided under **Coverage C.2. Mitigation** is primary. The coverage under **Coverage C.2. Mitigation** will not be available to the **Insured** on an excess basis.

3. When this policy is excess under Subsection **IX.G.1.** or Subsection **IX.G.2.** above and any other insurance has a duty to defend the **Insured** in a matter for which the **Insured** has notified us of a **Claim**, regardless of whether that other insurance covers the same **Claim Expenses, Damages, or Loss**, we shall have no duty to defend the **Claim** until the limits of all the other insurance have been exhausted by payment of **Claims**. If no other insurer defends and we have a duty to defend the **Claim**, then we shall undertake the defense, but we shall be entitled to the **Insured's** rights against all other insurers. When this insurance is excess over other insurance, we shall pay only our share of the amount of the **Claim Expenses, Damages, or Loss**, if any, that exceeds the sum of:
  - a. the total amount that all such other insurance would pay for the **Claim Expenses, Damages, or Loss** in the absence of this insurance; and
  - b. the total of all Deductible and Self-Insured Retention amounts under all the other insurance.
4. When this insurance and other insurance apply to any payment on the same basis, whether primary, excess, or otherwise, we shall not be liable under this policy for a greater proportion of any payment than set out in the Limits of Liability or the following contribution provision, whichever is lower:
  - a. Contribution by equal shares:

Under this approach, each insurer contributes equal amounts until it has paid its applicable limit or all of the payments have been paid, whichever occurs first; or

Except with respect to the applicable Limit(s) of Liability and any rights or duties specifically assigned to the **Insured**, this insurance applies separately to each **Insured** against which a **Claim** is made. Misrepresentation, concealment, breach of condition, or violation of any duty under this policy by one **Insured** will not prejudice the interests of or coverage afforded to another **Insured** under this policy.

#### K. Sole Agent

If there is more than one (1) **Named Insured** in this policy, then the **Named Insured** that is listed in the Declarations shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, responsibility for payment of any Self-Insured Retention, receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable claims provisions, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Automatic Extended Reporting Period, Optional Extended Reporting Period, if applicable, or Subsection **IX.L. Subrogation**.

#### L. Subrogation

In the event of any payment under this policy, we shall be subrogated to all the **Insureds'** rights of recovery against any person or organization, and the **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insureds** shall do nothing to prejudice such rights.

We shall not exercise any such rights against any person(s), firm(s) or corporation(s) included in the definition of **Insured**, against the **Insured's** clients, or as may be required by a written contract or agreement if, prior to the **Claim**, the **Insured** contractually agreed to or entered into a legally enforceable waiver of subrogation.

For any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:

1. First, to any interest who has paid any amount in excess of the Limits of Liability provided under this policy;
2. Next, to us; and
3. Then to any interests as are entitled to claim the remainder, if any.

#### M. Policy Territory

Coverage under this policy will extend to **Claims, Wrongful Acts, Pollution Events** taking place, and **Damages** or **Loss** incurred anywhere in the world, where permitted by applicable law. All premiums, Limits of Liability, Self-Insured Retentions, **Claim Expenses, Cleanup Costs, Damages, Loss, Mitigation Costs and Expenses, Protective Claim Attorneys' Fees and Expenses, and Rectification Costs and Expenses** and any other amounts paid under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** or **Loss** under this policy is shown in a currency other than United States dollars, payment under this policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** or **Loss** are due, respectively, or, if not published on such date, the next date of publication of *The Wall Street Journal*.