

**TOWN OF CASTLE ROCK  
CONSTRUCTION CONTRACT  
( 2022 Denver Basin Wells Rehabilitation, Pumping Equipment Replacement Project )**

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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 **HYDRO RESOURCES – ROCKY MOUNTAIN, INC.**, a Delaware corporation, 13027 County Road 18, Unit A, For Lupton, Colorado 80621 (“Contractor”).

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

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

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

**LIST OF CONTRACT DOCUMENTS**

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

1. Change Orders
2. Notice to Proceed
3. Construction Contract
4. General Conditions
5. The following Addenda, if any:

Number	Date	Pages
1	January 24, 2022	27
2	January 27, 2022	3
6. Special Conditions of the Contract: N/A
7. The following Specifications:
  - CR-225, CR-124, CR-150, CR-45, CR-47, CR-222, CR-83
8. The following Drawings/Reports: N/A
9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;
12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. Insurance Certificates.

**CONTRACT PRICE.** The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$873,274.00 (“Contract Price”), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the Bid/Proposal attached as *Exhibit 1*. The final Contract Price shall be adjusted to reflect actual quantities incorporated into the Work at the specified unit prices. The Town has appropriated money equal or in excess of the Contract Price for this work.

**COMPLETION OF WORK.** The Contractor must begin work covered by the Contract within 10 calendar days from the date of the Notice to Proceed, and must complete work within 210 calendar days from and including the date of Notice to Proceed, according to the General Conditions. The Work shall be completed by December 31, 2022.

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

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

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

TOWN OF CASTLE ROCK  
Town Attorney  
100 N. Wilcox Street  
Castle Rock, CO 80104

With a copy to: [Legal@crgov.com](mailto:Legal@crgov.com)

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

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

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

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

**STATUS OF CONTRACTOR.** The Contractor is performing all work under the Contract as an independent Contractor and not as an agent or employee of the Town. No employee or official of the Town will supervise the Contractor. The Contractor will not supervise any employee or official of the Town. The Contractor shall not represent that it is an employee or agent of the Town in any capacity. **The Contractor and its employees are not entitled to Town Workers' Compensation benefits and are solely responsible for federal and state income tax on money earned.** This is not an exclusive contract.

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

**INTEGRATION.** This contract integrates the entire understanding of the parties with respect to the matters set forth. No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**APPROVED AS TO FORM:**

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

**CONTRACTOR:**

**HYDRO RESOURCES – ROCKY MOUNTAIN, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

CONTRACTOR'S BID/PROPOSAL



# Hydro

resources - Rocky Mountain, Inc.

February 9, 2022

Castle Rock Water  
175 Kellogg Court  
Castle Rock, CO 80109

**ATTN: Ms. Lauren Moore**  
**Project: 2022 Planned Rehabilitation of Denver Basin Aquifer Wells RFP 2022-01**

Ms. Moore,

Hydro Resources (HR) is pleased to present the following proposal for well rehabilitation services for the 2022 Well Rehabilitation of Denver Basin Wells for Castle Rock Water. HR has a history of performing successful well rehabilitations for Castle Rock Water and neighboring communities. HR wishes to outline our understanding of the scope of work. Before reviewing the project details, HR would first like to stress our commitment to the Town of Castle Rock to providing a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Addendum Acknowledgement**
- II. Technical Approach and Associated Costs**
- III. Clarifications**
- IV. Estimated Schedule**
- V. Attachments**

## **I. Addendum Acknowledgement**

HR acknowledges addendum #1 - 1/24/2022 and addendum #2 - 1/27/2022

## **II. Technical Approach**

HR has multiple pump rigs and support equipment that can be utilized for this scope. HR plans on utilizing a Pulstar P100000 rig (or equivalent) 50 Ton Capacity rig as pictured below.





# Hydro

resources - Rocky Mountain, Inc.

## ***Well Rehabilitations***

HR has reviewed our history of well rehabilitations for Castle Rock and for similar wells and has developed a well rehabilitation program based upon these reviews. Because no well is identical, HR plans on utilizing pumping data prior to pulling the pump and the downhole well televising as tools to determine the best method for well rehabilitation for each well.

For bidding purposes, HR is utilizing a baseline well treatment plan and has chosen chemicals that have historically been successful. The well cleaning procedure will progress as follows:

- Mobilize pump service crew to the wells designated by Castle Rock in pairs of 2 and remove the pumping equipment. Perform an evaluation of the pumping equipment and provide a report to Castle Rock on recommended repairs (including pipe, cable, etc.)
- Perform video survey of the well. Evaluate and record observations for well rehabilitation recommendations.
- Proceed with well cleaning procedure per the following:
  - Brush screen to depth to remove loose debris (2 hours).
  - Sand pump removal of fill and debris in the bottom of the well. This will ensure the screen is fully exposed before induction of chemistry.
  - Perform acid treatment utilizing Cotey Liquid Descaler on the well. Inject chemistry and surge utilizing a double disk surge block and brush for 4 hours.
  - Sand pump sediment.
  - Install temporary pumping equipment and pump into temporary storage.
  - Neutralize (10 hours) and pump off chemistry from well. Pump to local sanitary sewer or haul with water truck to closest sanitary location.
  - Remove temporary equipment.
  - Sand pump sediment.
- Remobilize pump crew following delivery of pump materials. Install rebuilt/new pump equipment into the well. Disinfect well. Perform startup test to verify pump operation.

The well treatment will incorporate chemical treatment and mechanical treatment of the wells. All seven wells in scope have been included for acid treatment using Cotey Liquid Descaler. HR has found that the chemicals have the following properties to benefit the well rehab program:

- Remove biofilm produced by slime-forming bacteria, such as that produced by iron-oxidizing and sulfate-reducing bacteria.
- Act as an excellent chelating agent (tie up) on iron sulfates and iron chlorides.
- Dissolve carbonate, sulfate, magnesium and iron deposits (mineral deposits).
- Keep dissolved solids in suspension more efficiently than other mineral acids improving well rinse-out.

The chemical quantities and costs have been developed based upon the static water levels provided. Labor and materials are included in well cleaning bid items. The estimated volumes are listed below.



# Hydro

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Well	Casing Dia. "	Well Depth	SWL	Water Column ft	Volume (gallons)	Treatment Volume gals
CR-124	12	2264	1751	513	3012	301
CR-45	10	1693	1102	591	2410	241
CR-83	12	1864	1152	712	4181	418
CR-150	12	1304	928	376	2208	221
CR-47	14	1229	841	388	3101	310
CR-225	8	450	241	209	545	55
CR-222	8	489	168	321	838	84

### III. Clarifications:

- 1) Where actual sediment quantity and elevation of was not provided and is unknown, labor for sediment removal is estimated only. Owner or representative of owner must also beware that other factors such as hardness, substrate type (sand, clays, shale, etc.) can be factor in the amount of time for sediment removal.
- 2) HR is providing the following additional option for Sonar Jetting of the wells (should that be recommended). HR would utilize *Sonar Jet* to dislodge debris on aquifer face and conditioning of gravel pack. Sonar jet provides pulsed percussive energy at each detonation source. A timed delay between detonation source areas provides washing action along screen helping to develop fines and increase the specific capacity of the well. The sonar jets units will be aligned with each screen interval and would have the following costs:

Sonar Jet Quantity	5' Charge	10' Charge	15' Charge	20' Charge	25' Charge	50' Charge	75' Charge	100' Charge	150' Charge	200' Charge
CR-124		1			2	3				1
CR-45	1			4	1	3		1		
CR-83	1	1				1		1	1	
CR-150				2	2				1	
CR-47		5	1		3					
CR-225			1	1		2		1		
CR-222		2	1	1	1	1				





# Hydro

resources - Rocky Mountain, Inc.

Well	Optional Sonar Jet Cost
CR-124	\$9,400.00
CR-45	\$11,500.00
CR-83	\$7,500.00
CR-150	\$7,000.00
CR-47	\$8,800.00
CR-225	\$6,700.00
CR-222	\$6,500.00

- 3) Neutralization of fluids and pumping to waste is by estimate only (10 hours). Additional costs for neutralization would be at \$160.00 per hour plus additional chemicals, mobilization, (\$270.00 per trip) if applicable.
- 4) Transporting of wastewater or test water off site is included in main bid. Disposal includes approximately 3 borehole diameter loads (~20,000 gallons, 4ea Truck Loads) to be transported to sanitary sewers as plotted on maps. Additional costs would be \$1200.00 per (5000gal. 1 truck load).
- 5) Pricing based off re-use of existing downhole cable, transducer, hanger, etc. Pricing based off existing system gear as being operational and ready for startup. Hydro resources warranty (1 year) is on only new Hydro Resources provided equipment. It is assumed re-run of used equipment is in adequate condition for re-use.
- 6) Other methods for rehabilitation beyond the scope of description above would have to be evaluated for alternate costs.
- 7) The material supply includes the following (per specifications):

Well	Motor	Bowl
CR-124	300HP, 2300V, 562XP	HC16000-28 stage
CR-45	90HP, 2350V, 562KMS2	SJ5500-29 stage
CR-83	100HP, 2300V, 562XP	Flex 47 - 36 stage
CR-150	90HP, 2350V, 562KSM2	SJ5500 - 23 stage
CR-47	150HP, 460V	SJ5500-29stage
CR-225	15HP 460V Grundfos	85S100-9 stg Grundfos
CR-222	10HP 460V Grundfos	85S100-8 stg Grundfos

- a) Retrofit motor cooling shroud
- b) ¼" Double Nylon Airline (New)
- c) Motor Lead (New)
- d) Service Supplies – Tape, banding, HTH, pitless O rings, splice materials, column adapters.



# Hydro

resources - Rocky Mountain, Inc.

- e) HR will reuse existing transducers check valves and motor cable if in good working condition.

#### IV. Estimated Schedule

The well rehabilitation project duration will be dependent upon the delivery times of the assorted equipment. As of 2/7/22, HR's vendors reported the following lead times relating to the pumps detailed in the bid:

- 1) The Centrilift pumps/motors currently have a 6-8 week lead time.
- 2) The Summit pumps/motors currently have a 3-4 week lead time.
- 3) The Grundfos pumps/motors currently have a 2-3 week lead time.
- 4) Steel drop pipe has an estimated 2 week lead time.

Based upon the delivery times and only having 2 pumps off-line at a time, HR would suggest the following sequence of well pump removal:

- 1) Wells 45 & 47
- 2) Wells 150 & 225
- 3) Wells 124 & 222
- 4) Well 83

HR has attached an estimated project schedule based upon this program.

#### V. Attachments

Hydro Resources has attached the following regarding the well rehabilitation plan:

- 1) Estimated Project Schedule
- 2) Equipment Description – Pump Curves

We are confident that the Town of Castle Rock will be impressed with our professional water supply services and look forward to the opportunity to provide these services. Please contact our office at your earliest convenience with any questions or concerns you may have.

Sincerely,

Hydro Resources

*Richard Martinez*

Richard Martinez  
Business Development  
Rocky Mountain Region  
[rmartinez@hydroresources.com](mailto:rmartinez@hydroresources.com)

*Jason Barnum*

Jason Barnum  
Business Development Manager  
Rocky Mountain and West Regions  
[jbarnum@hydroresources.com](mailto:jbarnum@hydroresources.com)

**BID PROPOSAL**

**PROJECT: Denver Basin Rehabilitation and Pumping Equipment Replacement**

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

Hydro Resources - Rocky Mountain, Inc.

a Corporation incorporated in the State of Delaware

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

N/A

-OR-

a sole proprietor, whose trade name is N/A

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

2. The undersigned Bidder declares and stipulates that this Bid is made in good faith, without collusion or connection with any other person or persons bidding for the same Work, and that it is made subject to all the terms and conditions of the Invitation to Bids, Information and Instruction for Bidders, and Construction Contract General Conditions, the Agreement for a Construction Contract, the Technical Specifications, and the Plans pertaining to the Work to be done, all of which have examined by the undersigned.

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

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

5. The submission of the Bid constitutes an agreement, and it shall not be withdrawn after the Bid Opening for a period of thirty days.

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

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

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

Rev: 6-22-2010

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


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

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

9. The undersigned agrees to hold firm the Bid for 90 days for the purpose of the Town reviewing the Bids and investigating the qualifications of the Bidders prior to award of Contract. Mutually agreed upon extensions of time may be made if necessary.

This proposal is submitted by:

Hydro Resources -  
CONTRACTOR: Rocky Mountain, Inc.  
13027 Weld County Road 18  
ADDRESS: Ft. Lupton, CO 80621

BY:   
Thomas J. Roberts  
TITLE: Vice President

Attest:

SECRETARY:   
(if corporation)

DATE: 02.09.22

Addendum No. 1 01.24.22  
Addendum No. 2 01.27.22

*TR 3/2/22*

**BID SCHEDULE**

*Quote for Well CR-124 Well Rehabilitation and pumping equipment replacement*

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$3,600.00	\$3,600.00
2	Pull existing equipment	Lump Sum	1	\$6,400.00	\$6,400.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,500.00	\$1,500.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$24,000.00	\$24,000.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> 4 <b>Hourly Unit Cost</b> \$ 250.00	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$13,725.00	\$13,725.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video	Lump Sum	1	\$1,500.00	\$1,500.00

	camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 400 gpm / at a TDH of 2050 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$33,500.00	\$33,500.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$33,000.00	\$33,000.00
10	<b>New 5 1/2" (OD) J55 drop pipe</b>	Foot	<b>2138</b>	\$29.00	\$62,002.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	\$12,900.00	\$12,900.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$15,000.00	\$15,000.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

Two Hundred Eight Thousand One Hundred Twenty-Seven & 0/100 Dollars

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Total Base Bid in Words for CR-124 (A)

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\$ 208,127.00

Total Base Bid in Figures

*Optional Quote for Well CR-124 Well Rehabilitation and pumping equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$3,450.00	\$3,450.00
2	Disposal of existing drop pipe	Lump Sum	1	\$3,200.00	\$3,200.00

Six Thousand Six Hundred Fifty & 0/100 Dollars

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Total Optional Bid in Words for CR-124 (a)

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\$ 6,650.00

Total Optional Bid in Figures

## Quote for Well CR-45 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$3,200.00	\$3,200.00
2	Pull existing equipment	Lump Sum	1	\$4,700.00	\$4,700.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$20,275.00	\$20,275.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>4</u> <b>Hourly Unit Cost</b> <u>\$ 250.00</u>	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$10,000.00	\$10,000.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,200.00	\$1,200.00



	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 160 gpm / at a TDH of 1300 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$19,300.00	\$19,300.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$19,000.00	\$19,000.00
10	<b>New 4.5" (OD) J55 drop pipe</b>	Foot	<b>1586</b>	\$21.00	\$33,306.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	\$10,000.00	\$10,000.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$12,000.00	\$12,000.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

One Hundred Thirty-Five Thousand One Hundred Eighty-One & 0/100 Dollars

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Total Base Bid in Words for CR-45 (B)

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\$ 135,181.00

Total Base Bid in Figures

***Optional Quote for Well CR-45 Well Rehabilitation and pumping equipment replacement***

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,800.00	\$2,800.00
2	Disposal of existing drop pipe	Lump Sum	1	\$2,900.00	\$2,900.00

Five Thousand Seven Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-45 (b)

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\$ 5,700.00

Total Optional Bid in Figures

## Quote for Well CR-83 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$4,400.00	\$4,400.00
2	Pull existing equipment	Lump Sum	1	\$5,300.00	\$5,300.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,300.00	\$1,300.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$27,250.00	\$27,250.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> $\frac{4}{\text{Hourly Unit Cost}}$ <b>\$ 250.00</b>	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$11,400.00	\$11,400.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,300.00	\$1,300.00

	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 150 gpm / at a TDH of 1620 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$13,700.00	\$13,700.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$19,900.00	\$19,900.00
10	<b>New 3.5" (OD) J55 drop pipe</b>	Foot	<b>1771</b>	\$22.00	\$38,962.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	\$13,000.00	\$13,000.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$11,900.00	\$11,900.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

One Hundred Forty-Nine Thousand Four Hundred Twelve & 0/100 Dollars

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Total Base Bid in Words for CR-83 (C)

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\$ 149,412.00

Total Base Bid in Figures

*Optional Quote for Well CR-83 Well Rehabilitation and pumping equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,600.00	\$2,600.00
2	Disposal of existing drop pipe	Lump Sum	1	\$3,000.00	\$3,000.00

Five Thousand Six Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-83 (c)

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\$ 5,600.00

Total Optional Bid in Figures

## Quote for Well CR-150 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$3,100.00	\$3,100.00
2	Pull existing equipment	Lump Sum	1	\$3,500.00	\$3,500.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,200.00	\$1,200.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$18,500.00	\$18,500.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <u>4</u> <b>Hourly Unit Cost</b> <u>\$ 250.00</u>	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$7,500.00	\$7,500.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,200.00	\$1,200.00

	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 160 gpm / at a TDH of 1010 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$17,150.00	\$17,150.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$19,400.00	\$19,400.00
10	<b>New 4.5" (OD) J55 drop pipe</b>	Foot	<b>1216</b>	\$21.00	\$25,536.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	\$10,025.00	\$10,025.00
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$10,250.00	\$10,250.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

One Hundred Eighteen Thousand Three Hundred Sixty-One & 0/100 Dollars

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Total Base Bid in Words for CR-150 (D)

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\$ 118,361.00

Total Base Bid in Figures

*Optional Quote for Well CR-150 Well Rehabilitation and pumping equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,900.00	\$2,900.00
2	Disposal of existing drop pipe	Lump Sum	1	\$2,900.00	\$2,900.00

Five Thousand Eight Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-150 (d)

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\$ 5,800.00

Total Optional Bid in Figures



## Quote for Well CR-47 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$5,900.00	\$5,900.00
2	Pull existing equipment	Lump Sum	1	\$3,500.00	\$3,500.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,400.00	\$1,400.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$21,000.00	\$21,000.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> 4 <b>Hourly Unit Cost</b> \$ 250.00	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$7,900.00	\$7,900.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,400.00	\$1,400.00

	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 160 gpm / at a TDH of 1155 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$21,500.00	\$21,500.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$20,600.00	\$20,600.00
10	<b>New 4.5" (OD) J55 drop pipe</b>	Foot	<b>1148</b>	\$21.00	\$24,108.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	NA	NA
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$7,300.00	\$7,300.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

One Hundred Fifteen Thousand Six Hundred Eight & 0/100 Dollars

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Total Base Bid in Words for CR-47 (E)

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\$ 115,608.00

Total Base Bid in Figures

*Optional Quote for Well CR-47 Well Rehabilitation and pumping equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,800.00	\$2,800.00
2	Disposal of existing drop pipe	Lump Sum	1	\$3,700.00	\$3,700.00

Six Thousand Five Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-47 (e)

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\$ 6,500.00

Total Optional Bid in Figures

## Quote for Well CR-225 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$4,500.00	\$4,500.00
2	Pull existing equipment	Lump Sum	1	\$2,700.00	\$2,700.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,300.00	\$1,300.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$8,200.00	\$8,200.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> <b>4</b> <b>Hourly Unit Cost</b> <b>\$ 250.00</b>	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$5,100.00	\$5,100.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,300.00	\$1,300.00

	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 80 gpm / at a TDH of 355 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$2,300.00	\$2,300.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$2,400.00	\$2,400.00
10	<b>New 2.875" (OD) J55 drop pipe</b>	Foot	<b>402</b>	\$17.00	\$6,834.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	NA	NA
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$3,900.00	\$3,900.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00

Thirty-Nine Thousand Five Hundred Thirty-Four & 0/100 Dollars

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Total Base Bid in Words for CR-225 (F)

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\$ 39,534.00

Total Base Bid in Figures

*Optional Quote for Well CR-225 Well Rehabilitation and pumping  
equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,600.00	\$2,600.00
2	Disposal of existing drop pipe	Lump Sum	1	\$3,000.00	\$3,000.00

Five Thousand Six Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-225 (f)

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\$ 5,600.00

Total Optional Bid in Figures

## Quote for Well CR-222 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Mobilization, traffic control plan and permitting (if required)	Lump Sum	1	\$5,000.00	\$5,000.00
2	Pull existing equipment	Lump Sum	1	\$2,150.00	\$2,150.00
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB copy of the survey and a survey log.	Lump Sum	1	\$1,300.00	\$1,300.00
4	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as wells as coordination & inspection charges, and markups. Proposal to provide step-by step summary of cleaning methods with recommended materials, quantities, and hours needed for cleaning operations.	Lump Sum	1	\$9,200.00	\$9,200.00
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). <b>Estimated Hours</b> 4 <b>Hourly Unit Cost</b> \$ 250.00	Lump Sum	1	\$1,000.00	\$1,000.00
6	Rig up and install temporary pumping equipment, neutralize water and pump well until the water is relatively clear and acceptable pH. Also include costs associated with any permitting and erosion control.	Lump Sum	1	\$5,050.00	\$5,050.00
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90-degree angle capability. Provide one DVD/USB	Lump Sum	1	\$1,300.00	\$1,300.00

	copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions ( <b>design of approximately 80 gpm / at a TDH of 330 feet</b> ) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	\$2,700.00	\$2,700.00
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	\$2,100.00	\$2,100.00
10	<b>New 2.875" (OD) J55 drop pipe</b>	Foot	<b>428</b>	\$17.00	\$7,276.00
11	Cost to supply compatible replacement seal section or motor protector for the new pump and motor, also including a one year warranty.	Lump Sum	1	NA	NA
12	Charges for all equipment installation including all banding supplies, new airlines, new motor lead if needed, and splicing supplies for additional motor cable. Also charges for any modifications needed to shroud; or replacement of shroud if existing shroud is not compatible with the new motor; and any other modifications to other equipment as needed. Also charges for the well disinfection and start-up.	Lump Sum	1	\$4,000.00	\$4,000.00
13	Trade-in value for existing pumping equipment. Deduct the trade-in value amount from the bid total (amount should reflect any shipping and handling charges)	Lump Sum	1	\$0.00	\$0.00



Forty-One Thousand Seventy Six & 0/100 Dollars

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Total Base Bid in Words for CR-222 (G)

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\$ 41,076.00

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Total Base Bid in Figures

*Optional Quote for Well CR-222 Well Rehabilitation and pumping  
equipment replacement*

	<b>Task Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Provide tank and dispose of cleaning fluid from well outside of Town Limits (if sanitary sewer is unavailable for disposal)	Lump Sum	1	\$2,600.00	\$2,600.00
2	Disposal of existing drop pipe	Lump Sum	1	\$1,000.00	\$1,000.00

Three Thousand Six Hundred & 0/100 Dollars

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Total Optional Bid in Words for CR-222 (g)

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\$ 3,600.00

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Total Optional Bid in Figures

Eight Hundred Seven Thousand Two Hundred Ninety-Nine & 0/100 Dollars

Total Base Bid in Words (A+B+C+D+E+F+G)

James J. Roberts 2/9/22  
Signature and Date

\$ 807,299.00

Total Base Bid in Figures

Thirty-Nine Thousand Four Hundred Fifty & 0/100 Dollars

Total Optional Bid in Words (a+b+c+d+e+f+g)

James J. Roberts 2/9/22  
Signature and Date

\$ 39,450.00

Total Optional Bid in Figures

\*\*Estimated Start Date 04.04.22

\*\*Estimated Completion Date 07.28.22

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado )  
County of Weld )  
ss

Thomas J. Roberts , Being duly sworn deposes and says

that:

(Insert name)

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

CONTRACTOR: Hydro Resources - Rocky Mountain, Inc.

ADDRESS: 13027 Weld County Road 18 Ft. Lupton, CO 80621

BY: *Thomas J. Roberts*

TITLE: Thomas J. Roberts Vice President

Attest:

SECRETARY: *Marlene Arnold*  
(if corporation)

DATE: 02.09.22

(SEAL)



**SUBCONTRACTORS AND RELATED DATA**

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

Firm Name: \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Proposed work and percentage of total work to be assigned: \_\_\_\_\_  
\_\_\_\_\_ Percentage \_\_\_\_\_%

\_\_\_\_\_



Town of Castle Rock  
Castle Rock Water Department  
175 Kellogg Court  
Castle Rock, CO 80109  
720-733-6000

### **REQUESTS FOR PROPOSALS CONFIDENTIALITY**

Proposals submitted to the Town for consideration shall be subject to the Colorado Open Records Law, Section 24- 72-201, et seq., C.R.S. Any confidential information in the Submitter's proposal shall be identified as such. If any information is considered to be confidential, the Submitter shall agree to indemnify the Town for any and all attorney fees that the Town may incur in defending the withholding of such information by signing and returning the letter found in Section \_\_\_\_\_ of this RFP. Should the Town receive a request for the release of any information in the consultant's proposal in accordance with the Open Records Law, the Town will release only that information which has not been identified as confidential so long as the Letter of Indemnification has been signed and returned by the Submitter along with the proposal. Should the Submitter choose not to sign and return Letter of Indemnification, all information in the Submitter's proposal shall be considered releasable by the Town. Submitter will be notified of any open records requests prior to the release of such information. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.



Town of Castle Rock  
Castle Rock Water Department  
175 Kellogg Court  
Castle Rock, CO 80109  
720-733-6000

**LETTER OF INDEMNIFICATION  
FOR WITHHOLDING CONFIDENTIAL INFORMATION**

Re: Request under the Colorado Open Records Act

Request for Proposal Number: 2022-01

Proposals submitted by consultants in response to the Town of Castle Rock's Request for Proposal are subject to the Colorado Open Records Act. Should the Town receive a request for the release of any information in the Submitter's proposal in accordance with the Open Records Law, the Town will review the Submitter's proposal, giving consideration to the portions that the Submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential and/or proprietary in your proposal pursuant to C.R.S. 24-72-201. If in the opinion of the Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

By having an authorized officer of the company sign below, Submitter agrees to the aforementioned waiver of liability and to indemnify the Town of Castle Rock for any and all attorney fees that the Town may incur in defending the withholding of such information.

Hydro Resources - Rocky Mountain, Inc.

Submitter (Vendor or Business Name)

By: Thomas J. Roberts  
Signature

Thomas J. Roberts

Name (please print)

Vice President

Title

02.09.22

Date

**BID BOND**

Hydro Resources - Rocky Mountain, Inc., 13027 CR-18, Unit C, Fort Lupton, CO 80621  
(insert the full name and address or legal title of the Contractor) as Principal,

and, Arch Insurance Company

(insert the legal title of the Surety) as Surety, a corporation organized under the laws of the State of Missouri, and authorized to transact business in the State of Colorado, with a general office at Harborside 3, 210 Hudson St., Suite 300, Jersey City, NJ 07311-1107

are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of Five Per Cent of the Greatest Amount Bid -- (\$ 5% G.A.B.) DOLLARS,

in United States currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has

submitted the accompanying Bid dated February 9, 20<sup>22</sup>~~XX~~, for construction of the Denver Basin Wells Rehabilitation and Pumping Equipment Replacement Project contract.  
Project, RFP 2022-01

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

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

Executed this 26th day of January, 20<sup>22</sup>~~XX~~.

WITNESS Marta Kerk

PRINCIPAL Hydro Resources - Rocky Mountain, Inc.  
By its ~~President~~ VP/GENERAL MANAGER  
Thomas J. Roberts

WITNESS Al Johnson  
Al Johnson, Witness

SURETY Arch Insurance Company

TITLE  
BY: David T. Miclette  
Its Attorney-in-fact David T. Miclette

\*\*PLEASE SEE ATTACHED ACKNOWLEDGEMENT\*\*

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ (title) of the Corporation named as Surety; that \_\_\_\_\_, Who signed the bond on behalf of the Principal, was then \_\_\_\_\_ (title) of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, sealed, and attested to for and on behalf of the Corporation by authority of this governing body.

(CORPORATE SEAL) Signed: \_\_\_\_\_  
Title: \_\_\_\_\_

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Alyson Carmichael, Ashley Britt, Barry K. McCord, David T. Miclette, Lacey Mayfield, Lauren O. Moudy, Nikole Jeannette, Robert C. Davis, Robert M. Overbey, Jr., Stacey Bosley, Stacy Owens and Tabitha Dorman of Houston, TX (EACH) Rita G. Gulizo and Susan D. Zapalowski of New Orleans, LA (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3<sup>rd</sup> day of November, 2021.

Attested and Certified

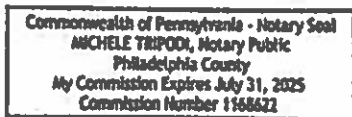
Regan A. Shulman  
Regan A. Shulman, Secretary



Arch Insurance Company  
Stephen C. Ruschak  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 3, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

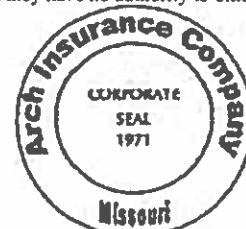
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26<sup>th</sup> day of January, 20 22.

Regan A. Shulman  
Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.



Surety Notary Acknowledgement

THE STATE OF TEXAS

§  
§  
§

COUNTY OF HARRIS

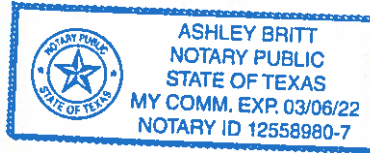
This instrument was acknowledged before me on this 26<sup>th</sup> day of January, 2022, by DAVID T. NICLETTE, Attorney-In-Fact for Arch Insurance Company.



Notary Public in and for  
the State of Texas

Name printed: Ashley Britt

My Commission Expires: March 6, 2022



**COLORADO NOTARIAL CERTIFICATE  
(WITNESSING OR ATTESTING A SIGNATURE)**

State of Colorado

County of Weld

Signed before me on February 7 (date) by Thomas J. Roberts - General  
Manager, Vice President of Hydro Resources ~ Rocky Mountain, Inc.

Marlene Aamold  
Signature of Notarial Officer  
Title of Office: Notary Public

(Seal)

My Commission Expires: April 18, 2022

MARLENE AAMOLD  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184016926  
MY COMMISSION EXPIRES APRIL 18, 2022