

TOWN OF CASTLE ROCK, COLORADO

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (Contract) is made at the Town of Castle Rock, Colorado, between the Town of Castle Rock, Colorado (Town), a municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 and Garney Companies, Inc. (Contractor) a Missouri corporation, whose address is: 1333 NW Vivion Road, Kansas City, MO 64118-4554.

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 Agreement, are:

1. Change Orders;
2. Notice to Proceed;
3. Construction Contract;
4. The following Addenda, if any:
 - Addendum No. 1, dated 10/03/2016
 - Addendum No. 2, dated 10/04/2016
5. Special Conditions of the Contract:
 - Special conditions included in bid package
6. The following Specifications:
 - WISE Local Infrastructure Issued For Bid Specifications by Burns & McDonnell
 - Town of Castle Rock Public Works Regulations
7. The following Drawings:
 - WISE Local Infrastructure Issued for Bid Contract Drawings by Burns & McDonnell
8. Notice of Award;
9. Invitation to Bid;
10. Information and Instructions to Bidders;
11. Notice of Substantial Completion;
12. Notice of Construction Completion;
13. Proposal Forms, including Bid Schedules;
14. Performance, and Labor and Material Payment Bonds;

15. Performance Guarantee; and
16. 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 \$13,448,015 DOLLARS, (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 Work shall be substantially completed by July 14, 2017.

LIQUIDATED DAMAGES. If the Contractor fails to substantially complete the Work by the date set for substantial 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 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

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.

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 _____, 2016.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Paul Donahue, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

GARNEY COMPANIES, INC.

By: _____

Title: _____

(Insert either the Corporate or Partnership Certificate, as appropriate)

EXHIBIT 1
(BID)

BID PROPOSAL

PROJECT: WISE LOCAL INFRASTRUCTURE

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

Garney Companies, Inc.

a Corporation incorporated in the State of Missouri

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

-OR-

a sole proprietor, whose trade name is _____

in the Town of _____, State of _____, 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 been 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 sixty (60) 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.

Rev: 6-22-2010

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

RETURN BID TO: TOWN OF CASTLE ROCK
UTILITIES DEPARTMENT
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 Ninety (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:

CONTRACTOR: Garney Companies, Inc.
7911 Shaffer Parkway
ADDRESS: Littleton, CO 80127

BY: 
TITLE: Director of West Operations

Attest:

SECRETARY: 
(if corporation)

DATE: October 6, 2016



BIDDER'S OFFICIALS DATA

Bidder's name Garney Companies, Inc.

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

Name Wayne O'Brien

Title Chief Operating Officer Social Security Number to be provided upon award

Home address to be provided upon award

Town, State, Zip Works out of Garney office, located in Littleton, Colorado.

Other companies with whom this person has been affiliated in last 10 years None. Wayne has been with Garney since 1999.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? Not applicable.

Name Matt Foster

Title Vice President Social Security Number to be provided upon award

Home address to be provided upon award

Town, State, Zip Works out of Garney office, located in Kansas City, Missouri.

Other companies with whom this person has been affiliated in last 10 years None. Matt has been with Garney since 1993.

Has that company ever been disbarred or suspended from participation in the award of contracts with a government? Not applicable.

Please see attached list of complete officers.

Name Wayne O'Brien and Matt Foster are responsible for our west region and will be the officers-in-charge for this project.

Title _____ Social Security Number _____

Home address _____

Town, State, Zip _____

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

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

BID BOND

Garney Companies, Inc.

(insert the full name and address or legal title of the Contractor) as Principal,

and, Western Surety Company, Ph: 800/331-6053 and Liberty Mutual Insurance Company, Ph: 610/832-8240, as Co-Sureties

(insert the legal title of the Surety) as Surety, a corporation organized under the laws of the State of

SD & MA, respectively, and authorized to transact business in the State of Colorado, with a
general office at Western: PO Box 5077, Sioux Falls, SD 57117-5077 & Liberty: 2200 Renaissance Blvd.
Suite 400, King of Prussia, PA 19406, 2755

are hereby bound to the Town of Castle Rock, Colorado, (Town) as Obligee, in the amount of

FIVE (5%) PERCENT OF TOTAL AMOUNT BID-----DOLLARS,

in United States currency, for the payment of which amount the Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally. The Principal has
submitted the accompanying Bid dated October 6, 2016, for construction of the
WISE Local Infrastructure Project contract.

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.

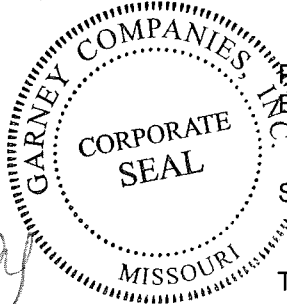
Executed this 6 day of October, 2016.

WITNESS

E. C. Coe

WITNESS

Mindy M. Rupp



PRINCIPAL

Garney Companies, Inc.

By its President

~~Chief Operating Officer~~

Director of West Operations

Mike Greene

SURETY

Western Surety Company and Liberty Mutual Insurance Company
as Co-Sureties

TITLE - Attorney-in-Fact

BY:

Linda L. Nutt

Its Attorney-in-fact Linda L. Nutt

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

(CORPORATE SEAL)

Signed:

Linda L. Nutt

Title: Linda L. Nutt, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Linda L. Nutt, **Individually**

of Kansas City, MO its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond

Principal: Garney Companies, Inc.

Obligee: Town of Castle Rock, Colorado

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of December, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of December, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of October, 2016.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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 mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda L. Nutt of the city of Kansas City, state of MO, its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Garney Companies, Inc.

Obligee Name: Town of Castle Rock, Colorado

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of November, 2013.



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

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

ss

On this 18th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017

By: Teresa Pastella

Teresa Pastella, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of October, 2016.



By: Gregory W. Davenport

Gregory W. Davenport, Assistant Secretary

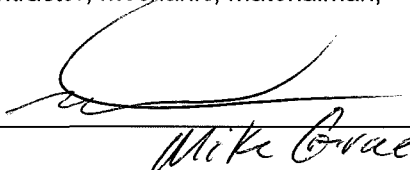
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
) ss
County of Jefferson)

that: Mike Graeve , Being duly sworn deposes and says
(Insert name)

1. He/she is the Director of West Operations (Title) of Garney Companies, 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.

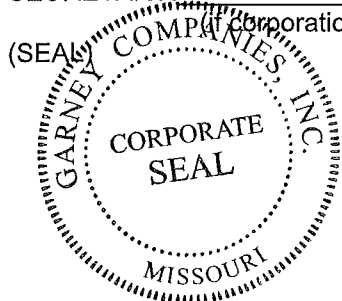
CONTRACTOR: Garney Companies, Inc.
7911 Shaffer Parkway
ADDRESS: Littleton, CO 80127

BY: 
TITLE: Director of West Operations

Attest:

SECRETARY: 
(SEAL) (Garney Companies, Inc. Corporation)

DATE: October 6, 2016



SUBCONTRACTORS AND RELATED DATA

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

Firm Name: CONLACO SERVICES, INC.
Address: 700 BILLINGS ST, AURORA, CO 80011
Proposed work and percentage of total work to be assigned: COATING OF PIPING
IN VAULTS. Percentage .11 %

Firm Name: KELVEY DEWATERING
Address: 5175 CLAY AVE., WYOMING, MI 49548
Proposed work and percentage of total work to be assigned: DEWATERING
Percentage .10 %

Firm Name: Work Zone Traffic Control
Address: 308 Mountain View Dr. #A, Johnstown, CO 80534
Proposed work and percentage of total work to be assigned: Traffic Control, Fencing
Percentage .01 %

Firm Name: Powell Restoration Inc.
Address: 6105 E. 58th Ave., Commerce City, CO 80022
Proposed work and percentage of total work to be assigned: Seeding, Erosion Control
Percentage 2.83 %

Firm Name: ~~Pascal Construction Co.~~ VIT
Address: 4343 Cleveland St. #100, Golden, CO 80403-1890
Proposed work and percentage of total work to be assigned: Boring
Percentage 8 %

Firm Name: Sun Valley Electric
Address: 5475 Highway 86 Unit 3 Elizabeth CO 80107
Proposed work and percentage of total work to be assigned: _____
1.2% Percentage

SUBCONTRACTORS AND RELATED DATA

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

Firm Name: Franklin Drilling & Blasting
Address: P.O. Box 2246 Durango CO
Proposed work and percentage of total work to be assigned: _____
Percentage 1.5%

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 _____%

BID SCHEDULE

1. BASE BID – WISE Local Infrastructure

	Description	Est Qty	Units	Unit Price	Total Price
1	Mobilization, Bonds & Insurance	LS	1	620,000.00	\$ 620,000.00
2	Traffic Control	LS	1	50,000.00	\$50,000.00
3	Conformance w/ GESC Plans and Permit	LS	1	300,000.00	\$300,000.00
4	Temporary Livestock Fencing	LF	7,890	4.00	\$31,560.00
5	Trench Stabilization Material	TN	1,440	30.00	\$43,200.00
6	CLSM Cutoff Wall	EA	18	2,000.00	\$36,000.00
7	Asphalt Removal and Replacement	SY	688 965	75.00	\$72,375.00
8	Gravel Road Removal and Replacement	LF CY	1,075 640	60.00	\$38,400.00
9	Seeding and Restoration	AC	37.1	4,000.00	\$148,400.00
10	Tree Replacement	EA	13 17	600.00	\$10,200.00
11	Irrigation System Repair	LS	1	20,000.00	\$20,000.00
12	Rock Excavation and Removal	LF	6,750	52.00	\$351,000.00
13	36-inch Waterline (Restrained) *Circle Pipeline System: (Option 1) (Option 2)	LF	5,318 4,335	210.00	\$910,350.00
14	36-inch Waterline (Unrestrained) *Circle Pipeline System: (Option 1) (Option 2)	LF	18,787	130.00	\$2,442,310.00
15	24-inch Waterline (Restrained)	LF	305 367	135.00	\$49,545.00
16	24-inch Waterline (Unrestrained)	LF	920 937	75.00	\$70,275.00
17	48-inch Bored Steel Casing Pipe	LF	1,013 1,083	2,000.00	\$2,166,000.00
18	36-Inch Horizontal Directional Drilled (HDD) Installation	LF	2,746	1,650.00	\$4,530,900.00
19	36-Inch Butterfly Valve (in vault)	EA	4	65,000.00	\$260,000.00
20	Chlorine Feed and Meter Vault	LS	1	100,000.00	\$100,000.00
21	Globe and Isolation Valve Vault	LS	1	120,000.00	\$120,000.00
22	Check Valve and Vault	EA	1	50,000.00	\$50,000.00
23	Fire Hydrant Assembly (tee, valve, lateral, etc.)	EA	1	15,000.00	\$15,000.00

	Description	Est Qty	Units	Unit Price	Total Price
24	Air/Vacuum Valve in Vault	EA	20	8,000.00	\$160,000.00
25	Transmission Main Blowoff Assembly	EA	14	13,000.00	\$182,000.00
26	Process Implementations (Diamond Ridge PS)	LS	1	65,000.00	\$65,000.00
27	Process Implementations (Raw Waterman WTP)	LS	1	325,000.00	\$325,000.00
28	Connection to Exist. Waterline at Outer Market Rd	LS	1	20,000.00	\$20,000.00
29	Connection to Exist. Clearwell at Ray Waterman	LS	1	35,000.00	\$35,000.00
30	Connection to Exist. Equalization Basin at Ray Waterman	LS	1	30,000.00	\$30,000.00
31	Permanent Access Gates	EA	10	1,250.00	\$12,500.00
32	Cathodic Protection System	LS	1	150,000.00	\$150,000.00
33	Removal and Replacement of Concrete Flatwork (curb, gutter, sidewalk, and cross pans)	LF	550	60.00	\$33,000.00

Piping System Option 1

- Open cut installation made with 36" PVC or FPVC
- Trenchless installations shall be 36" FPVC

Piping System Option 2

- Open cut installations made with 42" HDPE
- Trenchless installations shall be 36" HDPE or 42" HDPE

See Summary of Work (SECTION 01 11 00) and Payment Procedures (SECTION 01 29 00) for additional information.

Thirteen Million, Four hundred & forty eight thousand, fifteen dollars
Total Base Bid in Words (Items 1 – 33)

& zero cents

\$13,448,015.00
Total Base Bid In Figures

GARNEY COMPANIES, INC.

**Statement of Director
In Lieu of Holding a Meeting**

Dated as of December 3, 2015

The undersigned, Michael H. Heitmann, constituting the sole director of Garney Companies, Inc. (the "Company"), hereby adopts the following resolutions in lieu of holding a meeting.

WHEREAS, the Company desires at this time to appoint officers of the Company.

NOW, THEREFORE, BE IT RESOLVED that the following individuals are hereby appointed to serve as officers of the Company, as set forth below, until their terms expire or until their death, resignation or removal from office.

President	Michael H Heitmann
Vice President / COO	Jason A Seubert
Vice President / COO	Wayne A O'Brien
Vice President / COO	Scott A Parrish
Vice President / COO	Timothy M Behler
Vice President	Stephen P Ford
Vice President	Matthew T Foster
Vice President	Anthony G Kempf
Vice President	Gregory K Harris
Vice President	Michael E Gardner
Director of Special Projects	Stephen M McCandless
Director of Financial Reporting/ Secretary	Thomas J Roberts
Director of Colorado Plant Operations	Michael G Graeve
Assistant Secretary	Jennifer L Hopps
Assistant Secretary	Daniel R Smolik
Assistant Secretary	Eric A Coe
Assistant Secretary	Daniel K East

BE IT FURTHER RESOLVED, that all other actions taken by the Company during calendar year 2015 are hereby approved, ratified and affirmed.

Executed by the undersigned sole director as of the 3rd day of December, 2015.



Michael H. Heitmann

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

C E R T I F I C A T E

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GARNEY COMPANIES, INC.

is an entity formed or registered under the law of **Missouri** has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19981169014.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/27/2015 that have been posted, and by documents delivered to this office electronically through 03/02/2015 @ 16:23:00.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/02/2015 @ 16:23:00 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9111687.



Secretary of State of the State of Colorado

*****End of Certificate*****

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