

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 Applied Ingenuity, LLC (Contractor) a Colorado contractor, whose address is 10301 E. 107th Place, Brighton, Colorado 80601.

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:

	Number	Date	Pages
	1	1/27/2017	29
5.	Special Conditions of the Contract:		

	Document	Title	Pages
6.	The following Specifications: Town of Castle Rock Public Works Regulations		
7.	The following Drawings:		
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 \$557,132 DOLLARS, (five hundred and fifty-seven thousand and one hundred and thirty-two dollars), 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 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 14 calendar days, and must complete work within 270-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by December 31, 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

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 _____, 201__.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Jennifer Green, Mayor

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney

CONTRACTOR:

Applied Ingenuity, LLC

By: _____

Title: _____

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

EXHIBIT 1
(PROPOSAL/BID)

Applied Ingenuity, LLC.
10301 E. 107th Place
Brighton, Co 80601
Ph. (303) 289-2280 Fax (303) 289-1026

Scope of Work and Proposal

Date: February 3, 2017
Project: Castle Rock 2017 Well Cleaning Project
From: Scott Martin, Applied Ingenuity. LLC

Thank you for asking *Applied Ingenuity* to provide you with this proposal for cleaning your and re-equipping your wells per your request

Scope of Work: *Applied Ingenuity* proposes the following scope of well cleaning for this project.

- Acid Clean:

Cleaning Service.....Spot Required Gallons of Coty Acid-Descaler into
the well bore Spread into screen
sections
Surge and Brush for 3 hours
Return the following day and test PH
and add acid if
necessary to bring PH to 2. Surge for 3
hours.
Return to site and sand pump well for 2
hours.
Bailing.....Sand pump well to achieve approx. original total
depth of well (4 hours included) .

Additional Materials

Labor for sand pump and surging...2 Man \$240 / Hour
Additional Acid.....\$37.00 / Gallon

- Depending on timing, an additional mob and demob may be necessary

Project Schedule:

All Dates commence 2 weeks after Signed "Service Agreement"

Notes:

- 1) Based on the pre-video of the wells, The cleaning methodology may change. It has been our experience that this is the best method to utilize if there is bacteriological growth in the well. Should the well screens be plugged with deposition, it may be more cost effective to clean with sonar jet, brushing with chlorine, and or pressure jetting screens.

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:

Applied Tronixity, LLC
a Corporation incorporated in the State of _____

-OR- Limited Partnership, a partnership, / limited partnership, (select one), registered in the State of Colorado, whose general partner(s) is/are Fred Scott Martin

-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 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 1.

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

CONTRACTOR Applied Technology, LLC BY Scott Martin, President

ADDRESS 10301 E. 107th Place TITLE President
Brighton, CO 80601

Attest

SECRETARY _____ DATE 2/3/17
(if corporation)

BID SCHEDULE

Quote for Well CR-149 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	2,500	2,500
2	Pull existing equipment	Lump Sum	1	3,508	3,508
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,794	1,794
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	17,570	17,570
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours Hourly Unit Cost \$ _____	Lump Sum	1	1,920	1,920
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	11,047	11,047
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle	Lump Sum	1	17,570	17,570

	capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 150 gpm / at a TDH of <u>1400</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	11,358	11,358
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	12,887	12,887
10	New 3 1/2" J55 drop pipe	Foot	1175	9.98	11,721
11	Charges for additional cable needed to set the pump deeper	Foot	65	12.99	844
12	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	6,122	6,122
13	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	14,635	14,635
14	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 -	- 0 -

Ninty seven thousand six hundred ninty eight + $\frac{00}{100}$
Total Base Bid in Words for CR-149 (A)

\$ 97,698
Total Base Bid In Figures

Optional Quote for Well CR-149 Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15,000	15,000

Fifteen thousand + $\frac{00}{100}$
Total Optional Bid in Words for CR-149 (a)

\$ 15,000
Total Optional Bid In Figures

Quote for Well CR-28R 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	2,500	2,500
2	Pull existing equipment	Lump Sum	1	3,508	3,508
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,794	1,794
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	11,885	11,885
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>8</u> Hourly Unit Cost \$ <u>240</u>	Lump Sum	1	1,920	1,920
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	11,047	11,047
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle	Lump Sum	1	1,794	1,794

	capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 300 gpm / at a TDH of <u>1930</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	24,813	21,813
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	18,957	18,957
10	Use exiting 4 1/2 drop pipe from Well CR-149 and additional new J55 drop pipe to reach 1723	Foot	622	13.86	8,620
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	6,122	6,122
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	14,913	14,913
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-	-0-

One hundred four thousand eight hundred seventy three ⁰⁰/₁₀₀
Total Base Bid in Words for CR-28R (B)

\$ 104,873⁰⁰
Total Base Bid In Figures

Optional Quote for Well CR-28R Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15000	15000
2	New 4 1/2 inch J55 drop pipe	Feet	1101	10.73	11810

Twenty six thousand eight hundred ten ⁰⁰/₁₀₀
Total Optional Bid in Words for CR-28R (b)

\$ 26,810⁰⁰
Total Optional Bid In Figures

Quote for Well CR-82 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	2,500	2,500
2	Pull existing equipment	Lump Sum	1	3,508	3,508
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,794	1,794
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	15,650	15,650
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>8</u> Hourly Unit Cost \$ <u>240</u>	Lump Sum	1	1,920	1,920
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	11,047	11,047
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle	Lump Sum	1	1,794	1,794

	capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 150 gpm / at a TDH of 1950 feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	16,157	16,157
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	13,552	13,552
10	New 3 1/2" J55 drop pipe	Foot	1723	1046	18,026
11	Charges for additional cable needed to set the pump deeper	Foot	96	12.99	1,247
12	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	6,122	6,122
13	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	14,904	14,904
14	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-	-0-

One hundred eight thousand two hundred nineteen + 00
Total Base Bid in Words for CR-82 (C)

\$ 108,219⁰⁰
Total Base Bid In Figures

Optional Quote for Well CR-82 Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15,000	15,000

Fifteen thousand + 00
Total Optional Bid in Words for CR-82 (c)

\$ 15,000
Total Optional Bid In Figures

Quote for Well CR-105 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	2,500	2,500
2	Pull existing equipment	Lump Sum	1	3,508	3,508
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,794	1,794
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	15,650	15,650
5	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>8</u> Hourly Unit Cost \$ <u>240</u>	Lump Sum	1	1,920	1,920
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	11,047	11,047
7	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle	Lump Sum	1	1,794	1,794

	capability. Provide one DVD copy of the survey and a survey log.				
8	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 250 gpm / at a TDH of <u>1900</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	16,877	16,877
9	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	16,492	16,492
10	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	6,122	6,122
11	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	13,848	13,848
12	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-	-0-

Ninety one thousand five hundred fifty one + $\frac{00}{100}$
Total Base Bid in Words for CR-105 (D)

\$ 91,551
Total Base Bid In Figures

Optional Quote for Well CR-105 Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Install new 4½" drop pipe if warranted	Foot	1726	10.46	18060
2	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15,000	15,000

Thirt three thousand sixty dollars + $\frac{00}{100}$
Total Optional Bid in Words for CR-105 (d)

\$ 33,060
Total Optional Bid In Figures

Quote for Well CR-15 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization and Permitting (if required)	Lump Sum	1	2,500	2,500
2	Pull existing equipment	Lump Sum	1	3,508	3,508
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,848	1,848
4	If no further action replace existing equipment	Lump Sum	1	8,085	8,085

Eight thousand eighty five dollars + 00
Total Base Bid in Words for CR-15 (E)

\$ 8,085

Total Base Bid In Figures

Optional Quote for Well CR-15 Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15,000	15,000
2	Perform comprehensive well cleaning program. Amount to include all associated costs such as: materials, equipment, and labor; as well 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	11,885	11,885
3	Estimated hours and cost for sand pumping sediment from	Lump Sum	1	1,920	1,920

	bottom of hole. (Provide hourly unit cost in case additional sand pumping is required). Estimated Hours <u>8</u> Hourly Unit Cost \$ <u>240</u>				
4	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	11,047	11,047
5	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,845	1,845
6	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 125 gpm / at a TDH of <u>1350</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	10,708	10,708
7	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	12,887	12,887
8	New 3 1/2" J55 drop pipe	Foot	1200	11.06	13,271
9	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	6,122	6,122
10	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	Lump Sum	1	3,635	3,635

	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.				
11	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-	-0-

Eighty eight thousand three hundred twenty three
Total Optional Bid in Words for CR-15 (e)

\$ *88,323*
Total Optional Bid In Figures

Quote for Well CR-16 Well Rehabilitation and pumping equipment replacement

Please complete quote pricing for the following tasks:

	Task Description	Unit	Quantity	Unit Price	Total
1	Mobilization and Permitting (if required)	Lump Sum	1	2,500	2,500
2	Pull existing equipment	Lump Sum	1	1,538	1,538
3	Conduct color well video survey before the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,306	1,306
4	If no further action replace existing equipment	Lump Sum	1	6,455	6,455

Eleven thousand four hundred ninety nine

Total Base Bid in Words for CR-16 (F)

\$ 11,799

Total Base Bid In Figures

Optional Quote for Well CR-16 Well Rehabilitation and pumping equipment replacement

	Task Description	Unit	Quantity	Unit Price	Total
1	Provide tank and dispose of cleaning fluid from well	Lump Sum	1	15,000	15,000
2	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	8,120	8,120
2	Estimated hours and cost for sand pumping sediment from bottom of hole. (Provide hourly	Lump Sum	1	1,920	1,920

	unit cost in case additional sand pumping is required). Estimated Hours <u>8</u> Hourly Unit Cost <u>\$ 240</u>				
3	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	6,827	6,827
4	Conduct color well video survey following completion of the rehabilitation treatment. Video camera to have 90 degree angle capability. Provide one DVD copy of the survey and a survey log.	Lump Sum	1	1,306	1,306
5	Cost for new submersible pump recommended by contractor for existing well conditions (design of approximately 100 gpm / at a TDH of <u>700</u> feet) including all testing and freight fees. Lump sum cost to include a one year warranty.	Lump Sum	1	4,409	4,409
6	Cost for new submersible motor that is compatible with the new recommended pump, including a one year warranty.	Lump Sum	1	2,962	2,962
7	New 2 7/8" J55 drop pipe	Foot	600	9.78	5,868
8	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	6,455	6,455
9	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;	Lump Sum	1	301	301

	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.				
10	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-	-0-

Forty six thousand seven hundred seventy
Total Optional Bid in Words for CR-16 (f)

\$ 46,714

Total Optional Bid In Figures

TOTAL Tables A through F, numerals

TOTAL Tables A through F, written in words

TOTAL Tables a through f, numerals

TOTAL Tables a through f, written in words

Estimated Start Date

\$ 422,225⁰⁰
\$ Four hundred twenty two thousand two hundred twenty five
\$ 224,907
\$ Two hundred twenty four thousand nine hundred seven
2 weeks after notice to proc

BIDDER'S QUALIFICATIONS AND DATA

All questions must be answered clearly and comprehensively. If necessary, separate sheets may be attached. The Bidder may submit additional information.

1. Name of Bidder: Applied Ingenuity, LLC
2. Permanent main office address: 10301 E. 107th Ave
Brighton, CO 80601
3. Phone: 303-289-2280 Fax # 303-289-1026
4. Bidder's federal tax identification number 71-0943806
5. The Bidder is organized as a Limited Liability Company
6. The date the Bidder was organized in its current form: 11/21/2002
7. If a corporation, the state where it is incorporated: _____
8. How many years have you been engaged in the contracting business under your present firm or trade name? 15
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

Job: <u>VT Construction</u>	\$: <u>1,221,144⁰⁰</u>	Completion Date: <u>January 2018</u>
Job: <u>Falcon Highlands Metro</u>	\$: <u>45,000⁰⁰</u>	Completion Date: <u>April 2017</u>
Job: <u>South Adams County</u>	\$: <u>22,000⁰⁰</u>	Completion Date: <u>February 2017</u>
Job: <u>Tr. View Metro</u>	\$: <u>62,000⁰⁰</u>	Completion Date: <u>April 2017</u>
10. General character or work performed by your company:
Municipal Water Well Install/Repair/Rehab
11. Have you ever been debarred or suspended by a government from consideration for the award of contracts? No If so, where and why?
12. Have you ever been charged liquidated damages on a contract? No If so, where and why?
13. List your major equipment AVAILABLE FOR THIS PROJECT: 17 Ton Crane Truck,
50 Ton Smeal Rig, 50 Ton Hunkle Rig
14. Experience in construction work similar in contract price to this project:
a. Job/\$ VT Construction - First Solar 1,221,144.00
Contact Name/Phone Dan Gilbert 702-658-7195

b Job/S Velocity Construction WPA-GR WPA-ZR 1 376,000.00

Contact Name/Phone Tim Wilcox 303-921-4692

c Job/S To New Metro Well D-4 1 260,000.00

Contact Name/Phone Mario D. Pasquale JDS Hydro 719-227-00

15. Background and experience of the principal members of your organization, including officers:

Scott Martin has over thirty years of experience in the water well industry. He was the owner of AmWest that sold to Hydro Resources. Scott has 20 years of experience in the water well industry and holds a Colorado Pump-Install License

16. Bonding Limit: \$ 1,000,000.00

17. Bonding Company: Contractors Bonding & Insurance Phone # 303-692-1000

Address:

P.O. Box 3967

Prosser, CO 80612-3967

18. Bank Reference(s): Wells Fargo - 720-947-6637
1740 Broadway
Denver, CO 80274

19. Will you, upon request, complete a detailed financial statement and furnish any other information that may be required by the Town of Castle Rock?

20. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Town of Castle Rock in verification of the recitals in this statement of Bidder's Qualifications and Data.

CONTRACTOR: Applied Technology, LLC BY Scott Martin President

ADDRESS: 10301 E. 107th Place
Brighton, CO 80601

ITS.

Title

Attest:

SECRETARY: _____
(if corporation)

DATE: 2/3/17

BIDDER'S OFFICIALS DATA

Bidder's name Applied Integrity, LLC

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

Name Fred Scott Martin

Title President

Social Security Number

Home address 10301 E 107th Place

Town, State, Zip Brighton, CO 80601

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

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

Name _____

Title _____

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?

Name _____

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?

Name _____

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?



Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

BID BOND

Bond No. LSM0891879

KNOW ALL MEN BY THESE PRESENTS,

That We, Applied Ingenuity, LLC
of 10301 East 107th Place
Brighton, CO 80601
as Principal, and Contractors Bonding and Insurance Company, of Peoria
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of Colorado, are held and firmly bound unto
Town of Castle Rock, as Oblige, in the penal sum of
5% of Total Amount Bid
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Oblige on a contract for Denver Basin Rehabilitation and Pumping and Equipment Replacement

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 24th day of January, 2017.



Applied Ingenuity, LLC
Principal
By: [Signature] President
Contractors Bonding and Insurance Company
By: [Signature]
Roger Forystek Attorney In Fact



Contractors Bonding and Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0891879

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Roger Forystek in the City of Denver, State of Colorado, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Applied Ingenuity, LLC

Obligee: Town of Castle Rock

Bond Amount: 5% of Total Amount Bid

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

"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, any 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."

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of January, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President

On this 24th day of January, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Colorado)
County of Adams) ^{ss}

that: Frank Scott Martin . Being duly sworn deposes and says
(Insert name)

1. he/she is the President (Title) of Applied Integrity LLC
the Bidder that has submitted the attached Bid.

2. He/She is fully informed respecting the preparation and content of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid.

4. Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, subcontractor, mechanic, materialman, suppliers, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted, or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought agreement, collusion, communication or conference in the attached Bid or any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Castle Rock or any person interested in the proposed Contract and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, subcontractor, mechanic, materialman suppliers, including this affiant.

CONTRACTOR: Applied Integrity LLC BY Frank Scott Martin

ADDRESS: 10301 E. 107th Place
Littleton, CO 80120

TITLE: President

Attest

SECRETARY: _____
(if corporation)

DATE: 2/5/17

(SEAL)

SUBCONTRACTORS AND RELATED DATA

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

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 _____%

Firm Name: _____

Address: _____

Proposed work and percentage of total work to be assigned: _____

_____ Percentage _____%

TOWN OF CASTLE ROCK

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109
(720) 733-6020 Fax (303) 688-0804

B/M Acct #

Permit # 17-00

Meter # _____

Gate Valve _____

RPZ# _____

Hydrant Wrench _____

Overhead Tank _____

BULK WATER HYDRANT METER PERMIT

Hydrant No.	Hydrant Location	Date
Company Name		Email Address
Billing Address, City, State, Zip		
Field Contact Name		Field Contact Phone #
Use of Water		Phone Number

Questions regarding moving hydrant locations, closing permits, and general questions need to be directed to Denise Lannan at 720-733-6020 (office) or 303-435-3845 (cell) or dlannan@crqgov.com

Please initial each section below that you agree to the terms and conditions set forth in this document:

CHARGES, FEES AND FINAL BILLS:

- \$1,875 refundable deposit is required at the time this permit is issued, no meters will be issued without the full deposit. Only cash or checks will be accepted for the deposit. Credit cards will no longer be accepted as a form of payment for the deposit. The \$1,875 deposit will remain on your account until the account is closed and all final charges are paid in full. The deposit cannot be used to pay final charges. All meters and gate valves must be tested to verify condition upon return and any damages not already billed on the final bill will be taken out of the deposit. Please allow 6-8 weeks for deposit refund processing after the hydrant meter is returned.
- \$125 meter calibration fee will be charged on your final bill.
- Monthly Base Charge is \$9.54 per month even if consumption is not used. A \$300 bulk water hydrant meter permit fee will also be charged monthly to your account until the meter is returned to Castle Rock Water. Every 1,000 gallons is charged at \$5.07 plus a renewable water fee of \$0.24 for a total of \$5.31 per 1,000 gallons. Rates are reviewed annually and subject to change.
- All charges must be paid by the due date on the monthly statement and/or final bill.
- Permit holder will be charged \$45 for each hydrant move and backflow inspection after the 1st initial inspection.
- Late charges and disconnection charges will be applied to your account if it becomes delinquent. Accounts that become delinquent may be subject to immediate loss of the meter.

METER READS:

- All meter reads must be submitted by the last business day of every month. We will no longer accept meter reads without a picture or physically viewing the meter itself. Failure to submit reads accurately and on time may result in additional fees: \$10 fee will be charged for a phone call follow-up and \$60 fee will be charged to obtain an on-site read.
- Call or email in meter reading (1st 5 digits/left to right) to Nikki Hoyt at 720-733-6010 or hydrantread@crqgov.com.

PERMIT HOLDER AGREES TO THE FOLLOWING HYDRANT USE CRITERIA:

- Hydrant permits are issued only to water users averaging 10,000 gallons/day or more. Permit holders who do not meet this average per day are subject to their permit being revoked at any time.
- Hydrants must be properly operated at all times. All flow is regulated with a gate valve, please open and close slowly with full on or full off at all times. Only an approved hydrant wrench is to be used. Permit holder shall not alter the meter or associated connections in any way.

- Hydrants must be properly operated at all times. Full on or full off and all flow is regulated with a gate valve. Only an approved hydrant wrench is to be used. Permit holder shall not alter the meter or associated connections in any way.
- Permit holder will receive a bulk water hydrant meter and gate valve; to be returned intact and in good working order upon discontinuance of permit. Only a fire hydrant wrench, meter, gate valve and reduced pressure principle assembly (where stand tank is not used) approved by the Castle Rock Water shall be used and connected to the 2 1/2" outlet port of the fire hydrant with appropriate fire hose connections.
- Castle Rock Water certifies appropriate air gap on stand tank before it is elevated.
- Reduction apparatus is not allowed.
- Wasting of water is not permitted by Chapter 13.12 of the Town of Castle Rock Municipal Code.
- Fines for unauthorized water use shall be imposed up to \$1,000 per incident as outlined in Chapter 13.12 of the Town of Castle Rock Municipal Code.
- Castle Rock Water will test device in the field or a copy of a current (consistent with the Permit application date) passing backflow test report conducted by a State of Colorado Certified Cross-Connection Technician approved for testing within Castle Rock Water must accompany application.
- Castle Rock Water has two business days from the submission of the application to supply a hydrant meter to the applicant.

___ SPECIFIC HYDRANT ASSIGNMENT AND CRITERIA:

- Number and location is present on permit. Green ring on hydrant will be removed by Castle Rock Water personnel only at final inspection.
- This is the only location from which permit holder is allowed to acquire bulk water.

___ APPLICANT IS RESPONSIBLE FOR USAGE/DAMAGE TO HYDRANT METER ASSIGNED TO PERMIT:

- The use of the fire hydrant shall not in any event cause any liability for Castle Rock Water.
- All apparatus connected to the hydrant shall be removed from the hydrant when unattended. Apparatus that is found connected to the hydrant and left unattended will be removed and confiscated by Castle Rock Water.
- Castle Rock Water personnel are hereby authorized to go on-site to examine the equipment at any time.
- The permit may be revoked by Castle Rock Water for cause without prior notice to the applicant.

You must have one of the following (please verify by checking one):

___ Overhead tank (with appropriate air gap) – must be in the 'down' position until inspected by Castle Rock Water

___ Any other set-up:

- Reduced Pressure (RP) backflow is required
 - Provided by contractor. Assembly will be tested on-site by Castle Rock Water licensed personnel.
- Weight support
 - Permit holders must have adequate support of the meter and backflow assembly while connected to a hydrant to prevent damage.

Applicant agrees to the above conditions. The applicant is a legal representative of the company.
(Signature)

Please Print Name

Date

OFFICE USE ONLY

Approved By:

Deposit Received:

☐ Cash ☐ Check

Amount of Deposit:

☐ Check #:

Received By:

Opening Meter Read:

Closing Meter Read:

Date Meter Returned: