## TOWN OF CASTLE ROCK 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 Hydro Resources-Rocky Mountain Inc. (Contractor) a Delaware corporation, whose address is _13027 County Road 18. Unit C Fort Lupton. CO 80621.

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. The following Addenda, if any:

Number 1 Date January 12, 2018 Pages 4
5. Special Conditions of the Contract:

Document Title Pages
6. The following Specifications:

Town of Castle Rock Municipal Code
Well Specifications
7. The following Drawings:

15R Preliminary Well Design
16R Preliminary Well Design
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 $\$(1,241.535)$ one million, two hundred forty-one thousand, five hundred and thirty-five and 00/100 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) attached as Exhibit I. 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 I3I-working days from and including the date of Notice to Proceed, according to the General Conditions. The Work should be completed by July 2. 2018.

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 $\qquad$ day of $\qquad$ 2018.

ATTEST:

Lisa Anderson, Acting Town Clerk
APPROVED AS TO FORM:

TOWN OF CASTLE ROCK

Jennifer Green, Mayor

Robert J. Slentz, Town Attorney

## CONTRACTOR:

## Contractor



Title: VP@perations
(Insert either the Corporate or Partnership Certificate, as appropriate)

## OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

## CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, Hydro Resources - Rocky Mountain, Inc.

is an entity formed or registered under the law of Delaware has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031009865 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/07/2017 that have been posted, and by documents delivered to this office electronically through 08/08/2017 (a) 14:21:11.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/08/2017 @ 14:21:11 in accordance with applicable law. This certificate is assigned Confirmation Number 10383131


[^0]
## BID PROPOSAL

PROJECT: Weils CR-15R and CR-16R Drilling, Completion and Equipping Project

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

## -OR-

a sole proprietor, whose trade name is
in the Town of $\qquad$ , State of $\qquad$ 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, fogether 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 fotal 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 surely through which the Bidder proposes to furnish the specified Bonds is as follows: Arch Insurance, Bowen, Miclette \& Brit Agent - 1100 Poydras Sireet New Orleans, LA 70163
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 shail 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 _ through 1

RETURN BID TO: TOWN OF CASTLE ROCK<br>CASTLE ROCK WATER<br>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 staled 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 estimaled 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 thirty 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: Hydro Resources Rocky Mountain, Inc.

ADDRESS: 13027 County road 18 Fort Lupton, CO 80621


Attest


DATE: January 18, 2018

Rev: 6-22-2010


January 17, 2018 '

To Whom It May Concern:

Jasen Decker in his capacity as Drilling Manager of Hydro Resources - Rocky Mountain, Inc. has authorization to sign bid documents as a representative of Hydro Resources Holdings, Inc. for the Castle Rock 15R \& 16R project. Should you have any questions, please contact me at our corporate office.

Respectfully,


Mark McWatters
Vice President of Operations
2245 Texas Drive, Suite 250
Sugar Land, TX 77479
713-622-4033


## BID SCHEDULE A-Continued <br> CR-16R <br> 10-Inch Comnletion




## MANDATORY ALTERNATE ITEMS (Musi be hid)

REQUIRED ALTERNATE JTEMS


[^1]Rev: 6-22-2010

## MANDATORY ALTERNATE HTEMS (Must be bid)

OPTIONAL ALTERNATE ITEA/S (Will be decided before collat an ard)
Well CR-15R Filter Pack Allematives
Alterative \#1:
Sigmond Lender Glass Beads
Gravel Pack
Alterative \#2:
Sigmond Lieder Glass Beads


Well CR-1 GR Filter Pack Alternatives
Altemative \#t:


Cleaning and Epoxy Coating
(pump. discharge column pipes)
Nuclear Magnetic Resonance Logging
Gyroscopic Plumbness and
Alignment Logging
Zonal Water Sampling and
Falling Head Tests

| L.S | 1 | $\$ 28,765$ |
| :--- | :--- | :--- |
| LIS. | 2 | $\$ 35,000$ |
| LS. | 1 | $\$ 6,000$ |
| LS. | 7 | $\$ 20,600$ |

$\$ \quad 28,765.00$
$\$ \quad 70,000.00$

MANDATORY OPTIONAL ALTEIUNATE ITEMS TOTAL


MANDATORY REQUIRED AND MANDATORY OPTIONAL ALTERNATE ITEMS SUBTOTAL. (IN WORDS)
$(737,465)$ seven hundred; thirty seven thousand, four hundred and sixty five dollars and 00/100 cents.
$(\$ 437,215)$ four hundred and thirtyseven thousand, two hundred and fifteen dollars and $\% / 00$ cants Heft


Rev; 6-22-2010

## TOTAL PROJECT BID (IN WORDS)

( $\$ 1,582,725$ ) one million,-rive hundred eighty three thousand, seven huntred and twenly five dollars and -00f400 cents-
$(\$ 1,241,535.00)$ one million, two hundred forty-one thiusand, five hurklved and thiryy-five dollars and $0 \% 00$ cents $M_{1 / w / 10}$

## Noles:

LS. Lump Sum
L.F. Linear Fect
H.R. Hours
M.T. Metric Tons

## 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: Hydro Resources Rocky Mountain, Inc.
2. Permanent main office address:

13026 County Road 18
Fort Lupton, CO 80621
3. Phone: 303.857 .7540 Fax \# 303.8573826
4. Bidder's federal tax identification number 56-2306568
5. The Bidder is organized as a Corporation
5. The date the Bidder was organized in its current form: January 2010
7. If a corporation, the state where it is incorporated: Delaware
8. How many years have you been engaged in the contracting business under your present firm or trade name?
9. Contract(s) on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dated of completion.)

| Job: Central Utah Water Conservancy District | \$: 7,651,200.00 | Completion Date: Fall 2018 |
| :---: | :---: | :---: |
| Job: Cherokee Metra District | \$: 838,930.00 | Completion Date: Spring 2018 |
| Job: Chapel Hill Cometery | \$: $276,027.00$ | Completion Date: Whier 2018 |
| Job: Town of Caste Rock | \$: $1,490,45500$ | Completion Date: Spring 2018 |

10. General character or work performed by your company:

Well Draling, Construction/Completion, Permanent Equipment Istalation, Testing, Develepment, Controls Design \& Installation
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:

Please see athached documents
14. Experience in construction work similar in contract price to this project.
a. Job/\$ Central Utah Water Conservancy District 5 Wetl Projec:
$/ 58,542300.00$

Contact Name/Phone Hansen Ahen $\bar{C}$ Luce Whltiam Bigelow 001.565 .5599
b.
Job/\$ Milrace-Wirthlin, UT Production - Exploratory Weils (2) / \$1.299,500.00

Costact Name/Phone Caldwell Richard Sorenson Mark Chandier 801,359 5565
c.
Job/\$ Sterling Ranch Water LLC $\quad$ / \$1,047,096.00

Contact Name/Phone JDS Hydro Consultants Mark Volles 719 227.0072
15. Background and experience of the principal members of your organization, including officers:

Alton Cherry President \& CEO
Mark McWatters, Vice President:Operations
Michael John Taylor, Region Manager - See attached CV
Jasen Decker, Orilling/Project Manager - See attached CV
Shelby Rader, Drilling Rig Supervisor - See attached CV
16. Bonding Limit: $\$ 25,000,000.00$
17. Bonding Company: Arch Insurance Company Phone \# 504.599.8817

Address: 2711 North Haskell Avenue Ste. 500 Dallas, TX 75204
Coniact Rita Gulizo
18. Bank Reference(s):

Amegy Bank of Texas Conlact Brian Schexnader 713232,1029
PO. Box 27459
Houston, TX 77227
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? Yes
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: Hydro Resources Rocky Mountain, Inc.
ADDRESS: 13026 County road 18 Fort Luptom, CO 80621
Attest:



DATE


Bidcer's name Hydfo Resources Rocky Mountain, 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 Allon Chery
Title CEO
Home address 22051 Rustic Canyon Lane
Town, State, Zip Richmond, TX 77469
Other companies with whom this person has been affiliated in last 10 years $\qquad$

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

Name Alsert Mark McWatters
Title Vice President of Operations
Home address 21527 Aurora Park Drive
Town, State, Zip Richmond, TX 77406
Other companies with whom this person has been affiliated in last 10 years $\qquad$

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

Name Justin Trurig
Title Vice President of Finance
Home address 2706 Pecan Court
Town, State, Zip Mlssouri City, TX 77459
Other companies with whom this person has been affiliated in last 10 years $\qquad$
Has that company ever been disbarred or suspended from participation in the award of contracts with a government?

Name $\qquad$
Title $\qquad$
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?

Hydro Resources - Rocky Mounlain, Inc.
(insert the full name and address or legal lite of lhe Contracior) as Principal,
and, _Arch Insurance Company
(insert the legal fille of the Surety) as Surety, a corporalion organized under the laws of the State of Missouri , and authorized to transact business in the Slate of Colorado, with a general affice
al Hanorside 3, 210 Hudson St., Suite 300, Jersey City, NJ 07311-1107
are hereby bound ta the Jovn of Castle Rock, Colorado, (Town) as Obligee, in the amount of Hiper innti he Greatest Amount Eic-_ DOLLARS, in Uniled Stales currency, for the payment of which amount the Contractor and Surety bind themselves, their heirs, execulors, administrators, successors, and assigns, jointly and severally. The Pincipal has submitted the accompanying Bid daled January 18 $\xrightarrow{2018,}$
For construction of the Wells CR-15R and CR-16R Driling, Completion and Equipping Proiect contract.

The Town requires, as a condition for receiving the Eid, thal the Principal deposit with the Town a Bid Guaranty, of at least five percent of the amount of the Bid, conditioned so that if tha 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 Eid, as accepled, and furnishes a Performance Bond and a Labor and Matarial Paymenl Bond with good and sufficient Surety or Sureties, upon the forms prescribed by the Town for the faithful performance and proper fulfilment of the Contract, or pays to the Town the proper amount of Hquidated damages, then this obligation shall be null and void; oltherwise it shall remain in full force and effect.

Exacuted this 17th_day of January.......... 2018.

WITNESS


## WITNESS


"Pplease see attached acknowledgment**

PRINCIPAL Hydro Resources - Rocky Mountain, Inc.

I. , certify thal I am the $\qquad$ (title) of the Corporation named as Surety, that
. Who signed the bond on behalf of the Principat, was
then $\qquad$ (title) of the Corporation; that I know his or her signature, and the signature thereto is genuine; and that the bond was duly signed, seated, and attested to for and on behalf of the Corporation by authority of this governing body.
(CORPORATE SEAL)
Signed $\qquad$

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

## POWER OF ATTORNEY

## Know All Persons By These Presents:

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

Richard Morgan of Greenwood Village, CO
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 surely, and as its act and deed:

Any and alt bonds, undertakings, fecognizances and other surety obligations, in the penal sum not exceeding Ninety Milion Doliars ( $\$ 90,000,000.00$ ).

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 adopled by unantmous consent of the Board of Directors of the Company on September 15, 2011, 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 slgned, sealed and certified by facsimile under and by authorily of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED. That the signature of the Chaiman 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 September 15, 2011, 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 $19^{\text {th }}$ day of November, 2015.

Attested and Certified
Arch Insurance Company


Patrick K. Nails, Secretary

STATE OF PENNSYLVANIA SS


David M. Finkerstein, Executive Vice President

## COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein 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 ats for the uses and purposes therein set forth.


## CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 19,2015 on behalf of the persons) 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 fill force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, 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 17 Th day of Incur $\qquad$ . 2018


Patrick K. Nails, 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


## Surety Acknowledgement

## THE STATE OF COLORADO

## COUNTY OF ARAPAHOE



SARAH BROWN NOTARY PUBLLC STATE OF COLORADO NOTARY 1020054048718
MY COMMISSION EXPIRES DECEMSER 21, 2021


Commission Expires: December 21, 2021

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER


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, coliusion, 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. BY:


ADDRESS: 13027 CR 18 Fort Lupton, CO 80621
Attest:


DATE: January 18, 2018

BRITNEY LEFFORGE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174041564
MY COMMISSION EXPIRES OCTOBER O5, 2021


## SUBCONTRACTORS AND RELATED DATA

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

Firm Name. Beharens \& Associates
Address: 9536 E. I-25 Frontage Road Longmont, CO 80504970.535 .9000
Proposed work and percentage of total work to be assigned: Conductor Drilling
$\qquad$ 5 \%

Firm Name: Ludwig Drilling
Address: 704 Topeka Way Castle Rock, CO 80109303.932 .7500
Proposed work and percentage of total work to be assigned: Sound Wall installation
$\qquad$
Firm Name: Schlumberge
Address: 9251 E. 104th Avenue Henderson, CO 303.439.5500
Proposed work and percentage of total work to be assigned: NMR Logging

|  | Percentage 1 \% |
| :---: | :---: |
| Firm Name: Basic Energy |  |
| Address: Fort Morgan, CO 720.937.3287 |  |
| Proposed work and percentage of total work to be assigned: Cernenting |  |
|  | Percentage 5 \% |

Firm Name: COLOG
Address: 810 Quail Street Ste. E Lakewood, CO 80215303279.0179
Proposed work and percentage of total work to be assigned: Gyro Logging
$\ldots$ Percentage $1 \quad \%$

Firm Name: PSI
Address: PioneerEnergy Service Hays, KS 785 .625.3858
Proposed work and percentage of total work to be assigned: Standard Logging
$\qquad$
Firm Name: O'Brien Pumping Company
Address: 4388 Windermere Street Englewood, CO 80110303.778 .7474


## Town of Castle Rock RESPONSE TO <br> REQUESTS FOR CLARIFICATION NUMBER 1 <br> FOR RFP NO. 2017-09 <br> February 12, 2018

1. When can the project start and when is the final completion?

Response: The project will go to Council on February 6, 2018. Assuming Council approval, the project will be awarded on February 7, 2018. Construction can begin with the Notice to Proceed, likely to be February 21, 2018. The Contractor must begin work covered by the Contract within 14 calendar days, and must complete work within 131 days from the date of Notice to Proceed, according to the General Conditions. The target date for completion of Work is July $\mathbf{2 , 2 0 1 8}$. The Town will work with the Contractor to adjust the completion date based on reasonable conditions encountered.
2. Will additional site land be available for equipment/storage beyond what is designated in the sound wall configuration?
Response: There is some space to the east of the Miller Water Treatment plant than can be used for equipment storage and along the south of the access road by the generator and VFD enclosure. Castle Rock Water staff will work with the HOA on gaining a temporary easement for storage on their site to the south.
3. What special considerations will need to be taken to get the water from the fire hydrant that is in the residential neighborhood adjacent to the site?
Response: There is fire flow in the adjacent building that will be used for water instead of the fire hydrant in the residential neighborhood. (See Photo 1, below) The connection will need to have a backflow preventer and meter and will need layflat hose to the pit.
4. Will changes to the contract terms and conditions be allowed? If so, how will this be handled? Response: All desired changes to the contract and conditions will need to be submitted to Castle Rock Water for consideration and review through the Town of Castle Rock's Legal Department.
5. Where will the test water be discharged to?

Response; The test water will be discharged into the golf course pond to the east or through a lay-flat hose into a stormwater outlet manhole west of the Miller Treatment Plant. Castle Rock Water staff will work with successful bidder and determine which of the two options will occur. At this time assume that we will need a discharge permit and staff will help with the mapping.
6. The bid documents state earthen and steel above grade pits for drilling operations. Are both allowed or not?
Response: Steel above grade pits will need to be used on this site.
7. Are there any driller's logs available?

Response: Please see the attached driller's logs and completion reports for 15, 16 and $14 R$.
8. What additional information is available for the 15 and 16 to be abandoned?

Response: Well 15 is lined and the inside diameter is reduced to seven inches near the screen section. Town staff suspect that the casing is also offset in the screen section. Well 16 is lined and the inside diameter is reduced to six inches. Both wells have filled in aquifer and filter pack material. For bidding purposes, assume that the wells are at original completion size.
9. What are the VFD requirements?

Response: Driller supplies the VFD and an electrician (under separate contract) will install during the next phase of the project.
10. When will decision to use glass beads be made?

Response: The decision will be made after the bids are in.
11. Can the existing wells be abandoned first?

Response: Yes.
12. What is the bedrock and type and is there hard rock anticipated during the surface casing drilling?
Response: Depth to bedrock is approximately 40 to 45 feet. Bedrock is Dawson Arkose (interbedded sandstones, siltstones and claystones). Please see attached drilling logs for more information.
13. Does the Contractor supply the VFDs?

Response: Yes, the drilling Contractor will supply the VFDs for each of the wells. There are two cabinets available inside the Miller treatment plant. Castle Rock water staff will demo/salvage the existing equipment in the two cabinets. The following table shows the dimensions of the two cabinets: (see Photo 2 and 3)

| Height | Approximately 6 feet |
| :--- | :--- |
| Width | 18 inches |
| Depth | 14 inches |

14. Will the project site need to be reseeded?

Response: No, reseeding will occur as part of the second phase of the project, under a separate contract.
15. Please clarify that the column pipe lengths can be in more than $20^{\prime}$ in length?

Response: Yes
16. What are the revised pump requirements?

Response: The pump requirements below will allow water to be pumped to the Plum Creek Water Purification Facility.

|  | CR-15R | CR-16R |
| :--- | :---: | :---: |
| Flow (GPM) | 200 | 100 |
| Head (FT) | 1530 | 835 |



Photo 1 Connection to water supply from building


Photos 2 and 3 Existing cabinets

## Attachments

1. Revised Contract Documents
2. $14 R$ Soll boring log
3. Well 15 Completion Report
4. Well 16 Completion Report

INDEX

## AGREEMENT FOR A CONSTRUCTION CONTRACT

CHANGE ORDER
CONTRACTOR'S CERTIFICATE AND RELEASE
PERFORMANCE BOND
LABOR AND MATERIAL PAYMENT BOND
NOTICE OF AWARD
NOTICE TO PROCEED
NOTICE OF SUBSTANTIAL COMPLETION
NOTICE OF CONSTRUCTION COMPLETION
REQUEST FOR PAYMENT
NOTICE OF FINAL ACCEPTANCE

JASEN G. DECKER, Drilling Manager
Hydro Resources - Rocky Mountain, Inc. - Fort Lupton, Colorado
Education -
Mesa State College (1998-2003) Bachelor of Science Degree in Environmental Geology (Honors), focus on hydrogeology and environmental geology, minor in Geographic Information Systems/Global Positioning Systems.

New Mexico Institute of Mining and Technology - (Summer 2003) summer studies Hydrology graduate program

Professional Summary
Mr. Decker has 19 years' experience in the water industry in domestic commercial and surface water. He has been involved in well design, construction and testing, data collection and data base establishment, field modeling, drill cutting sample sieve analyses for well designs. Drilling experience includes auger, air rotary, mud rotary, casing hammer, reverse rotary and soils drilling techniques, and is a qualified CDL Operator.

1996-1998 Beylik Drilling - Rio Rancho, New Mexico - Drilling rig hand, Driller - Drilling rig hand /helper on various drilling rigs, methods including conventional/reverse mud rotary, air, casing hammer, auger - Driller/operator casing hammer, auger and reverse circulation drilling rigs.

1998-2008 WestWater Associates, Inc. - Montrose, Colorado - Environmental Geologist geologic/hydrogeologic mapping, water availability studies, contract/specification development and management, well drilling/construction/testing supervision, data collection, testing analysis, surface water studies, and reporting of findings

2008-2010 Tri County Water Conservancy District - Montrose, Colorado - Project Management - 14 mile Pipeline Replacement Project - design review and project design assistanit, property easement negotiations and legal filing, GESC permitting and implementation, construction and testing supervision

2010-Current Hydro Resources - Rocky Mountain, Inc. - Fort Lupton, Colorado - Project Management, Drilling Manager - Commercial/Municipal Water Well Construction supervision - drilling project estimator, contract negotiations, project management, materials ordering and coordination, client relations, billing and contract closeout.

Rocky Mountain, Inc. \& West, Inc.
Name:
M. John Taylor

## Summary:

Over ten years' experience in organization of employees and necessary duties to maintain customer relationship. Invoicing, payment collection, coordinating crews and reviewing necessary corporate reports while maintaining honesty and integrity and performing duties in a timely and efficient manner.

## Education/Training:

WEST TEXAS A\&M UNIVERSiTY, Bachelor of General Studies
Class A Commercial Driver's License, State Drillers \& Pump Installers License for Texas (56041KPT), Colorado (1472), Wyoming (COPI101) (COWD129), Utah (866), New Mexico (ES10-385467) and Nebraska (29433), Federal Explosives License holder Efficient in Microsoft Office Suite Trustworthy and Dependable to perform duties. Proficient in customer relations and employee relations

## Experience:

## Hydro Resources-West, Inc. - Regional Manager

2013- Present, Rocky Mountain

- Responsible for contract review and editing
- Review A/R and A/P
- Communicate and meet with customers in a cordial professional manner
- Communicate with subordinates and maintain cooperate policy
- Ensure that all jobs are done timely and efficiently


## Hydro Resources-West, Inc. - AG Manager

2012-2013, Rocky Mountain

- Responsible for the formation and equipping of the new agriculture pump division for Rocky Mountain
- Review billing for jobs performed
- Issue purchase orders and communicate with vendors
- Order necessary inventory items
- Build customer base by communication and doing job in a timely and cost efficient manner


## Hydro Resources-West, Inc. - Branch Manager <br> 2003-2011, Rocky Mountain

- Led Hereford branch in showing a profit within one year of taking over duties.
- Fulfilled municipal contracts within time allowed while maintaining necessary paperwork.
- Organized field crews to perform daily tasks as quickly and efficiently as possible.

Rocky Mountain, Inc. \& West, Inc.

- Review the daily invoicing for jobs ensuring that all inventory used was accounted for and priced correctly.
- Order replacement materials from vendors at the best price and the best quality.


## Public Water Jobs Completed:

-Renew Strategies, Hudson CO, refurbished and installed pumping equipment in eight existing wells. G.C. Stan Javernick - Hydro Construction 310-225-2211
-City of Hereford, TX Drilled, tested and installed pumps in 10 new wells. Engineering firm: Parkhill, Smith and Cooper Engineer: Zane Edwards 806-473-2200
City of Canyon, TX Drilled, tested and installed pumps in 7 new wells. Engineering firm: Brandt Engineers Engineer: Kyle Schneiderjan 806-353-7233
-City of Amarillo, TX Drilled, tested 17 new wells. Engineering firm: Daniel B. Stevens Engineer: Robert Gray 505-822-9400
-City of Dimmitt, TX Drilled, tested and installed pumps in 2 new wells. Engineering firm: Parkhill, Smith and Cooper Engineer: Eric Lopez 806-376-8600
-City of Vega, TX Drilled, tested and installed pump in new well. Engineering firm: Brandt Engineers Engineer: Kyle Schneiderjan 806-353-7233
-City of Amarillo, TX Drilled, tested and installed pumps in 6 new wells (Southwest Well Field) Engineering firm: Parkhill, Smith and Cooper Engineer: Scott Honeyfield 806-376-8600
-Cargill Meat Solutions Friona, TX Drilled, tested and installed pumps in 2 new wells. Engineering firm: Shaw Environmental Engineer: John Sullivan 432-681-2800

## References:

-Stan Javernick (Hydro Construction) 970-225-2211
-Courtney Hemenway (Hemenway Groundwater Engineering) 303-901-2287
-Theresa Jehn (Quantum Water) 720-626-7873

- Mario DiPasquale (JDS Hydro Consultants) 719-227-0072
-Dan Melcher (Melcher Farms) 307-331-0197
-Rich Cook (4D Farms) 307-331-2515
-Dave Dechant (Dechant Farms) 303-717-0060
-Grant Richie (Richie Land and Cattle) 970-799-7741
-Tracy Schmer (Commerce City) 303-944-7812
-David Richie (Bullz R Us) 970-302-9511
-Dave Dechant (Dechant Farms) 303-717-0060
-Frank Cnossen owner Cnossen Dairy 806-290-5111
-Scott Brorman (JAM Farms and Mc6 Feedyard) 806-543-8038
-Cris Grotegut (Grotegut Farms) 806-344-5111
-Scott Hafl (Circle 3 Feedyard \& Century Feeders) 806-346-1007
-Bernie Huseman (Century Feeders) 806-344-4999
-Edwin Axe (Axe Farms) 806-335-0931
-Edward Allison (Allison Farms) 806-344-2176
-Tony Lawson (City of Canyon) 806-655-5011
ľes Oll rees - Rocky Mountain, Inc.


# SHELBY D. RADER <br> 13256 Deneb Dr. <br> LITTLETON, CO 80124 <br> 303-470-0478 

## EXPERIENCE

## Hydro Resources

Ft. Lupton
8/2012 - Present

F Rig Supervisor
> Supervising drilling operations and employees on 2 Challenger 320 rigs and a JED rig.
D Drilling wells in Colorado, Texas, Utah

- Responsible for time management and supply purchases
> Completed PEC Safety Awareness course 11/2013

Layne Christensen / Environmental
Denver CO
7/2009-8/2012

- Lead Driller
> Supervised 3 crews drilling water wells in Colorado, Texas, Utah, California, Nevada And New Mexico
> Received certifications for CPR, Safety, OSHA Training
> Attended Well Control School for oil field drilling


## Hinkle Drilling

> Rig Supervisor
Supervised drilling opertions and daily work assignments of 9 employees on Challenger 320 rig
> Drilled wells in Utah, Texas and Colorado

## Layne Christensen / Environmental <br> Woodland CA (and) Denver CO 7/96-5/2008

$>$ Class R license
$>40$ hours OSHA/MSHA Training
> Backhoe Operator
> Hydro Crane Operator

- Experienced with a variety of Hydraulic Power Tools
- Experienced in the use of Torque Tongs
> Mechanically Inclined
Randy Smith Training Solutions- Qualification< Surface> Completion Date=15-Aug 2007 Expiration Date=15-Aug 2009
Course level and Description-Drilling Supervisor
INSTALLER \& OPERATOR, Pump Department 1997-1999
Set new pumps as well as pulling old pumps.
Equipment: Rocket-Franck's Explorer 3, 100 ton Work over rig. SEMCO 12 ton pump rig Smeal 5 ton pump rig Stinger Crain 5 ton ESP and Reda Electric Submersible Pump's down hole around $900^{\prime}$ to $3000^{\prime}$ for Water wells.

F Set and run test pumps using variable speed driven units with ESP. I have experience running pump test, step testing from the start to finish, used log plot to find average drawdown.

DRILLING ASSISTANT, Drilling Operations
1999. 2005

DRILLER - OPERATOR
2005 -Present
Equipment: Challenger 32075 ton Rig
Conventional \& Air Assisted Reverse
Challenger 360-100 ton Rigs Conventional \& Air Assisted Reverse
Failing 2000-25 ton Rig
Denver Gardner 3000 Conventional

Bucryrus Erie 58L
Air Assisted Reverse
CME Cable Tool Rig

Auger rig

## George Dinsdale Construction Woodland CA <br> 6/95-7/96

F General Construction work including, but not limited to, metal and Wood siding, flooring, door hanging, window framing, roofing.

Geise-Skipworth Loveland CO 8/93-3/95
> Post Frame Construction Buildings
$>$ Red Iron Framing

## Rice Growers Associations Woodland CA 8/90-8/93

- Small bag line Operator
$>$ Shipping and Receiving
> Fork Lift Operator


## Farmers Rice Co-Op West Sacramento CA 9/89-9/90

> Small bag line Operator
Leer West Woodland CA $\quad 8 / 88-8 / 89$
> Camper shell construction - assembly work and repair work

## REFERENCES

Fumished upon request

## EDUCATION

Woodland High, CA. High school diploma.





| Baker Hughes a GE CompanyBAKER $\quad 350 \mathrm{~N}$ Cole Creek Dr Evansvile. WY 82636 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Project: <br> Customer: <br> Well: <br> Enginear: <br> Country: <br> State: <br> County: <br> Woll API\#: <br> Reservoir Namo: <br> Commenls: | AutographPC example for gater | wells | Pump: | 34-538FLEXB0SSD |
|  | Unknown |  | Seal: | $513 \mathrm{GSE3}$ D日 |
|  | Unknown |  | Motor: | 562XP_100HP 1920V/34A (60 Hz) |
|  | Unknown |  | Cable: | \#4 CPNF 5 kV .8130 H |
|  | USA |  | MLE: | \#5 MLE-KLHT 5kV, 30 Oft |
|  |  |  | Controller: | VSD 2125-VT 130kVA 480V/ 167A |
|  |  |  | Sensor: | Centinel 3 STANDARD |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| This extra line only shows on reports |  |  |  |  |
| Well remarks: |  |  |  |  |
| No comments |  |  |  |  |
| Pumpremarks: |  |  |  |  |
| \$7 Housing 34 stg Flex 80 |  |  |  |  |
| Motor remarks: |  |  |  |  |
| MTR 562XP 100/2300/27 04R PW PN: 105151672 NSF01 |  |  |  |  |
| Sealremarks: |  |  |  |  |
| SEAL GSB3 DB CUW HL CNSF5 NSF_PNT PW VTPN. 105150486-NSF01 LUBE OIL CNSFS 55GL DRUM - PN 105109564 |  |  |  |  |
|  |  |  |  |  |
| Cable remarks: |  |  |  |  |
| CENTRILINK 20055 4PHT $76381400^{\circ} \mathrm{F}$ PW CENTRILINK 20040 4PHT 76381 400F PW |  | PN: C78718-055-NSF01 or |  |  |
|  |  | PN: C | 040-NSF01 |  |
| Cabe 4SOLTC 5KV PP NIT 6GRD GAL F PW |  | PN C76933-NSF01 |  |  |
| Controller remarks. |  |  |  |  |
| No comments |  |  |  |  |
| Monitoring and Automation Pemarks: |  |  |  |  |





12B60025 85S300-25 60 Hz








[^0]:     as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the l'alidate a Certificate page of the Secretary of Side's Web sife, huphonn, sos sfafe co wsi='CeriffedeSearchCrilerio do entering the certificate's confimation numper displayed on the certificate, and following the instnctions displayed. Confimine she issugneaf a cerificafe is menty optional and is mol necessar! to the ralid and cflective issuance of a cerfificafe, For more information, visit our Heb site, htp/rurwis, sos state co us/ click "Businesser, trademarks, made names "and select "Frequenthy Asked Questionts."

[^1]:    *Sound Mitigation is based on 3 month renta!

