

**TOWN OF CASTLE ROCK**  
**CONSTRUCTION CONTRACT**  
**(Wells CR-232 and CR-233)**

THIS CONSTRUCTION CONTRACT (Contract) 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., a Delaware corporation (“Contractor”) 13027 County Road, Unit C, Fort Lupton, Colorado 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. General Conditions
5. The following Addenda, if any:

Number	Date	Pages
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6. Special Conditions of the Contract:

Document	Title	Pages
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7. The following Specifications: Well Specification and Tables

8. The following Drawings:

9. Notice of Award;
10. Invitation to Bid;
11. Information and Instructions to Bidders;

12. Notice of Substantial Completion;
13. Notice of Construction Completion;
14. Proposal Forms, including Bid Schedules;
15. Performance, and Labor and Material Payment Bonds;
16. Performance Guarantee; and
17. Insurance Certificates.

**CONTRACT PRICE.** The Town shall pay the Contractor for performing the Work and the completion of the Project according to the Contract, subject to Change Orders as approved in writing by the Town, under the guidelines in the General Conditions. The Town will pay \$2,931,416.00 (Contract Price), to the Contractor, subject to full and satisfactory performance of the terms and conditions of the Contract. The Contract Price is provisional based on the quantities contained in the (Bid or 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 30 calendar days, and must complete work within 150-working days from and including the date of Notice to Proceed, according to the General Conditions.

**LIQUIDATED DAMAGES.** If the Contractor fails to complete the Work by the date set for completion in the Contract, or if the completion date is extended by a Change Order, by the date set in the Change Order, the Town may permit the Contractor to proceed, and in such case, may deduct the sum of \$500 for each day that the Work shall remain uncompleted from monies due or that may become due the Contractor. This sum is not a penalty but is a reasonable estimate of liquidated damages.

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

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

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

**INSURANCE PROVISIONS.** The Contractor must not begin any work until the Contractor obtains, at the Contractor's own expense, all required insurance as specified in the General Conditions. Such insurance must have the approval of the Town of Castle Rock as to limits, form and amount.

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

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

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

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**ATTEST:**

**TOWN OF CASTLE ROCK**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

**CONTRACTOR:**

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

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

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



**Rocky Mountain Region**  
13027 County Road 18, Unit C  
Fort Lupton, CO 80621  
(303) 857-7540  
Fax (303) 857-3826

December 2, 2019

**To: Town of Castle Rock  
Castle Rock Water**

**ATTN: Heather Justus – Water Resources Project Manager**

**Project: Arapahoe Well 232 and Denver Well 233 Well Drilling Program**

Ms. Justus,

Hydro Resources (HR) is pleased to present the following proposal for well drilling and pump services for the Arapahoe Well 232 and Denver Well 233 Project. Hydro Resources looks forward to another opportunity to team with Castle Rock and Leonard Rice Engineers on a successful drilling project. HR has reviewed the specifications and bid parameters provided by Leonard Rice and has reviewed both drilling sites with our operations group. HR wishes to outline our understanding of the scope of work.

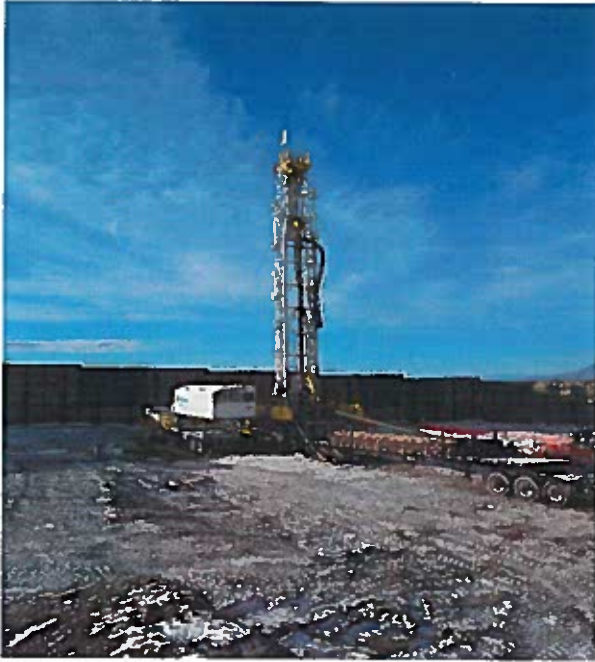
Before reviewing the project details, HR would first like to stress our commitment to providing Castle Rock with a company committed to making Health & Safety our number one priority on this project. HR has broken down the proposal into the following units:

- I. Key Equipment to be supplied to the Project
- II. Technical Approach
- III. Unit Cost Breakdown

**I. Key Equipment to be supplied to the Project**

HR intends to mobilize the following equipment to the Castle Rock site:

- The primary drilling rig will be a Challenger 320 drilling rig or equivalent. The Challenger 320 rig has a 72' mast rated at 150,000 lbs. with an 18" Howard Turner rotary table.
- The rig will be equipped with 2000 ft of appropriate-sized drill pipe, a Sullair 900 CFM compressor and a Sullair 375 CFM compressor. HR has assumed a support truck for pipe and miscellaneous parts to complete the work.
- The drilling package includes a three-man drilling crew working 24 hours per day.
- HR will provide a pump rig for test pumping activities.
- HR has included sound walls and site development necessary at both drilling sites.



The equipment listed above will be dedicated to this project on a full-time basis and all the equipment is up to date with annual inspections and certifications.

## **II. Technical Approach**

HR is providing the following summary of our technical approach regarding expected geology and drilling plan.

### **Well Drilling & Pump Installation**

- HR will submit the GESC plans for each site.
- The Challenger 320 rig will be mobilized to the site and set up over the first well site (Well 232).

#### **Well 232 - Drilling**

- 30' sound walls and a gate will be installed around the drill rig by the nearest residences.
- A 30" conductor casing will be installed to approximately 40'.
- The rig will drill a 20" hole from the surface to 2,365'.
- Perform geophysical log to determine screen interval.
- Install .035 slot screen and 12" casing to the surface. The casing will be a combination of stainless steel and carbon steel.
- Install filter pack (SiLi beads) with a 10' fine sand plug. Pressure grout casing with neat cement and bentonite grout in the annular seal to surface.
- Development of well to include circulation, airlift, and jetting.
- Install temporary test pump, perform development pumping, step testing, and 72-hour continuous pump test. Remove test pump equipment and perform final disinfection.
- Perform video survey of the well.
- Move to Well 233 Site.

#### **Well 233 - Drilling**

- A 30" conductor casing will be installed to approximately 40'.
- The rig will drill a 20" hole from the surface to 1,670'.
- Perform geophysical log to determine screen interval.
- Install .035 slot screen and 12" casing to the surface. The casing will be stainless steel to the surface.
- Install filter pack (SiLi beads) with a 10' fine sand plug. Pressure grout casing with neat cement and bentonite grout in the annular seal to surface.
- Development of well to include circulation, airlift, and jetting.

**Rocky Mountain Region**  
13027 County Road 18, Unit C  
Fort Lupton, CO 80621  
(303) 857-7540  
Fax (303) 857-3826

- Install temporary test pump, perform development pumping, step testing, and 72-hour continuous pump test. Remove test pump equipment and perform final disinfection.
- Perform video survey of the well.
- Demobilize rig and restore site.

### **III. Unit Cost Breakdown**

HR has attached Bid Schedules for Well 232 and Well 233 for your review.

#### **Clarifications:**

- HR has assumed access for the drill rig (level site, approx. 150' x 200').
- HR will provide soundwalls for the site.
- HR has included all fuel costs.
- HR has included removal and disposal of drilling mud and drill cuttings for both sites.
- The Drilling Derived Waste assumed to be non-hazardous waste and has been assumed to be hauled from each site and disposed of.
- HR has included an allowance for water hauling. The engineer/city will provide a source of water.
- The bid is a complete package and cannot be modified without prior written authorization from HR. Also, this is an estimate and the final invoice will reflect actual quantities utilized in the field which are properly documented multiplied by the unit rates quoted.
- A mutually agreeable written contract will be negotiated prior to mobilization.
- HR has assumed working 24 hours a day

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

Sincerely,

**Hydro Resources**

*Jason Barnum*

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

**BID SCHEDULE**  
**Arapahoe Well CR232**

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	Wellhead Completion	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	Mobilization and Cleanup	L.S.	1	\$ 176,000.00	\$ 176,000.00
3	Drilling 20.0-inch Diameter	L.F.	2365	\$ 140.00	\$ 331,100.00
4	Casing				
	a. 30-inch Diameter Conductor	L.F.	40	\$ 400.00	\$ 16,000.00
	b. 12-inch Diameter Carbon Steel	L.F.	835	\$ 76.00	\$ 63,460.00
	c. 12-inch Diameter Stainless Steel	L.F.	970	\$ 260.00	\$ 252,200.00
5	Well Screen Assembly	L.F.	560	\$ 215.00	\$ 120,400.00
6	Filter Pack				
	a. 8-12 Silica Sand	L.F.	10	\$ 32.00	\$ 320.00
	b. 4508R Glass Beads (10-8)	M.T.	41	\$ 2,750.00	\$ 112,750.00
7	Grout Seal	L.F.	1700	\$ 48.00	\$ 81,600.00
8	Well Development				
	a. Circulation and airlift	HR.	52	\$ 975.00	\$ 50,700.00
	b. Jetting	HR.	30	\$ 790.00	\$ 23,700.00
9	Geophysical Logging				
	a. Resistivity, single point resistance, natural gamma, and caliper, at a minimum	L.S.	1	\$ 14,000.00	\$ 14,000.00
	b. Nuclear Magnetic Resonance Logging	L.S.	0	\$ 42,000.00	\$ 0.00
10	Well Pumping Test Tests Supply & Install Eqp	L.S.	1	\$ 58,000.00	\$ 58,000.00
	a. 8 – hour Step Test	L.S.	1	\$ 6,500.00	\$ 6,500.00
	b. 72- hour Pumping test	L.S.	1	\$ 27,000.00	\$ 27,000.00
11	Disinfection	L.S.	1	\$ 2,800.00	\$ 2,800.00
12	Video Survey	L.S.	1	\$ 2,000.00	\$ 2,000.00
13	Video Survey – Additional Pass	L.S.	1	\$ 2,000.00	\$ 2,000.00
					\$ 1,341,530.00

DRILLING TOTAL (IN WORDS)

*One million three hundred forty-one thousand five hundred thirty 3/100 dollars*



**BID SCHEDULE ARAPAHOE CR232  
MANDATORY ALTERNATE ITEMS (Must be bid)**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
Provide 2 liter equivalent of samples every 5 feet within aquifer interval	L.S.	1	\$ 1,000.00	1,000.00
TESC Permitting and Implementation	L.S.	1	\$ 8,000.00	8,000.00
Drilling Mud/Fluids Removal (Heavy fluids will be hauled off prior to discharge to storm sewer during testing. Include CDPHE Permitting )	L.S.	1	\$ 25,000.00	25,000.00
Drilling Cuttings Removal	L.S.	1	\$ 22,000.00	22,000.00
Drilling Hourly Rate (Lost Circulation)	HR	1	\$ 650.00	650.00
Drilling Hourly Rate (Slow Penetration Rate)	HR	1	\$ 650.00	650.00
Road Maintenance (Track pad, road sweeping, mud removal)	L.S.	1	\$ 4,000.00	4,000.00
Step up Transformer	L.S.	1	\$ NA	NA
One hour coordination meetings	HR	2	\$ 250.00	500.00
Water Supply provide backflow meter Allowance (Reimbursed based on actual cost; provide copy of invoice)	Allowance	1	\$ 10,000.00	10,000.00
Startup at facility completion	L.S.	1	\$ NA	NA
Sound Mitigation Include description	L.S.	1	\$ 33,000.00	33,000.00
<u>Arapahoe Well 232 Extended Conductor Casing</u>				
<u>Alternative</u>				
Drilling 26-inch Diameter	L.F.	400	\$ 200.00	80,000.00
Casing (24-inch)	L.F.	400	\$ 180.00	72,000.00
				\$ 256,800.00

**MANDATORY ALTERNATE ITEMS TOTAL (IN WORDS)**

thousand eight hundred & 9/100 dollars

Two hundred fifty-six

**BID SCHEDULE  
Denver Well CR233**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
1	Wellhead Completion	L.S.	1	\$ 1,000.00	\$ 1,000.00
2	Mobilization and Cleanup	L.S.	1	\$ 145,000.00	\$ 145,000.00
3	Drilling 20.0-inch Diameter	L.F.	1670	\$ 120.00	\$ 200,400.00
4	Casing				
	a. 30-inch Diameter Conductor	L.F.	40	\$ 400.00	\$ 16,000.00
	b. 12-inch Diameter Carbon Steel	L.F.	0	\$ 76.00	\$ 0.00
	c. 12-inch Diameter Stainless Steel	L.F.	840	\$ 260.00	\$ 218,400.00
5	Well Screen Assembly	L.F.	830	\$ 215.00	\$ 178,450.00
6	Gravel Pack				
	a. 8-12 Silica Sand	L.F.	10	\$ 32.00	\$ 320.00
	b. 4508R Glass Beads (10-8)	M.T.	57	\$ 2,750.00	\$ 156,750.00
7	Grout Seal	L.F.	795	\$ 48.00	\$ 38,160.00
8	Well Development				
	a. Circulation and airlift	HR.	52	\$ 613.00	\$ 31,876.00
	b. Jetting	HR.	30	\$ 600.00	\$ 18,000.00
9	Geophysical Logging				
	a. resistivity, single point resistance, natural gamma, and caliper, at a minimum	L.S.	1	\$ 12,000.00	\$ 12,000.00
	b. Nuclear Magnetic Resonance Logging	L.S.	0	\$ 40,000.00	\$ 0.00
10	Well Pumping Test Tests Supply & Install Equ	L.S.	1	\$ 42,500.00	\$ 42,500.00
	a. 8 – hour Step Test	L.S.	1	\$ 2,600.00	\$ 2,600.00
	b. 72- hour Pumping test	L.S.	1	\$ 22,000.00	\$ 22,000.00
11	Disinfection	L.S.	1	\$ 1,430.00	\$ 1,430.00
12	Video Survey	L.S.	1	\$ 1,450.00	\$ 1,450.00
13	Video Survey – Additional Pass	L.S.	1	\$ 1,450.00	\$ 1,450.00
					\$ 1,087,786.00

**DRILLING TOTAL (IN WORDS)**

*One million eighty-seven thousand seven hundred eighty-six 3/100 dollars*

**BID SCHEDULE DENVER CR233**  
**MANDATORY ALTERNATE ITEMS (Must be bid)**

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
Provide 2 liter equivalent of samples every 5 feet within aquifer interval	L.S.	1	<u>1,000.00</u>	<u>1,000.00</u>
TESC Permitting and Implementation	L.S.	1	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
Drilling Mud/Fluids Removal (Heavy fluids will be hauled off prior to discharge to storm sewer during testing. Include CDPHE Permitting )	L.S.	1	\$ <u>22,250.00</u>	\$ <u>22,250.00</u>
Drilling Cuttings Removal	L.S.	1	\$ <u>13,250.00</u>	\$ <u>13,250.00</u>
Drilling Hourly Rate (Lost Circulation)	HR	1	\$ <u>650.00</u>	\$ <u>650.00</u>
Drilling Hourly Rate (Slow Penetration Rate)	HR	1	\$ <u>650.00</u>	\$ <u>650.00</u>
Road Maintenance (Track pad, road sweeping, mud removal)	L.S.	1	\$ <u>4,000.00</u>	\$ <u>4,000.00</u>
Step up Transformer	L.S.	1	\$ <u>NA</u>	\$ <u>NA</u>
One hour coordination meetings	HR	2	\$ <u>250.00</u>	\$ <u>500.00</u>
Water Supply provide backflow meter Allowance (Reimbursed based on actual cost; provide copy of invoice)	Allowance	1	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
Startup at facility completion	L.S.	1	\$ <u>NA</u>	\$ <u>NA</u>
Sound Mitigation Include description	L.S.	1	\$ <u>33,000.00</u>	\$ <u>33,000.00</u> <u>0.00</u>
<u>Arapahoe Well 233 Extended Conductor Casing</u>				
<u>Alternative</u>				
Drilling 26-inch Diameter	L.F.	400	\$ <u>200.00</u>	\$ <u>80,000.00</u>
Casing (24-inch)	L.F.	400	\$ <u>180.00</u>	\$ <u>72,000.00</u>
				\$ <u>245,300.00</u>

**MANDATORY ALTERNATE ITEMS TOTAL (IN WORDS)**

*thousand three hundred & 300 dollars*

*Two hundred forty-five*

## **SAMPLE CONTRACT FORMS**

### **INDEX**

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

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CHANGE ORDER NO. \_\_\_\_\_

Date \_\_\_\_\_

Project \_\_\_\_\_

Project Number \_\_\_\_\_

P.O. Number \_\_\_\_\_

Bid Number \_\_\_\_\_

Contractor \_\_\_\_\_

The following changes are made to the Contract:

**Attach support documentation to this Change Order. If paying on multiple accounts and/or project numbers, attach a memo detailing each number and related dollar amount.**

Is this Change Order strictly a quantity adjustment?    YES    NO

The Original Contract Price was..... \$

Net Change by Previous Change Orders ..... \$

Contract Price Before this Change Order ..... \$

CURRENT Change Order AMOUNT (note + or - ) ..... \$

**THE NEW CONTRACT PRICE WILL BE..... \$**

Original contract time: \_\_\_\_\_ days

Net time change by previous Change Order(s): \_\_\_\_\_ days

Net adjustment due to this Change Order: \_\_\_\_\_ days

Current contract time including this Change Order: \_\_\_\_\_ days

**DATE FOR SUBSTANTIAL COMPLETION WILL BE: \_\_\_\_\_**

The contractor hereby certifies that all work specified in this Change Order shall be performed according to the original contract requirements except as modified by Change Order(s).

TOWN DIVISION APPROVAL

TOWN DIVISION APPROVAL

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

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

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

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

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

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

TOWN DIVISION APPROVAL

CONTRACTOR

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

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

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

Its: \_\_\_\_\_

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

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

*Originals: Contractor; Purchasing and Contract File*

\_\_\_\_\_

## CONTRACTOR'S CERTIFICATE AND RELEASE

FROM: \_\_\_\_\_  
(Contractor)

TO: TOWN OF CASTLE ROCK  
100 Wilcox Street  
Castle Rock, CO 80104

Project Name \_\_\_\_\_

Bid Number \_\_\_\_\_ Project No. \_\_\_\_\_

Agreement for Construction Contract dated \_\_\_\_\_, 20\_\_\_\_.

1. The Contractor certifies that the Town of Castle Rock owes the Contractor the amount of \_\_\_\_\_  
\_\_\_\_\_ DOLLARS for duly approved Change Orders and modifications under the Contract.

2. The Contractor further certifies that in addition to the amount set forth in Paragraph 1, the following claims are just, due and owing by the Town of Castle Rock to the Contractor:

- (a) \_\_\_\_\_
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_
- (Itemize claims and amounts due. If none, so state.)

3. The Contractor certifies that it has performed all Work required by and according to the Contract, including Work required under Change Orders numbers \_\_\_\_\_ through \_\_\_\_\_, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, and that the wage rates paid by the Contractor and all Subcontractors conform to applicable laws and regulations.

4. Except for the amounts stated under Paragraphs 1 and 2 hereof, the Contractor has received from the Town of Castle Rock all money payable to the Contractor under the Contract, as modified.

5. In consideration of the payment of the amount in Paragraph 1 the Contractor hereby releases the Town of Castle Rock from any claims arising under or by virtue of the Contract, except the amount(s) listed in Paragraph 2; provided, however, that if for any reason the Town of Castle Rock does not pay the amount stated in Paragraph 1 in full, the deduction shall not affect the validity of this release, but the deducted amount shall be automatically included under Paragraph 2 as an amount which the Contract has not released but will release upon payment. The Contractor certifies that, upon the payment of the amount in Paragraph 2, and of any amount which may be deducted for claims of any nature arising out of the Contract, as modified, the Contractor shall execute such further releases or assurances as the Town may request.

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

Contractor \_\_\_\_\_

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

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

\_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(full name and address or legal title of Contractor)  
\_\_\_\_\_ as Principal,

hereinafter called Contractor, and as Surety, \_\_\_\_\_  
(full name and address or legal title of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
(full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_  
Dollars

(\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20\_\_\_\_, entered into a contract with Owner for \_\_\_\_\_, Project No. \_\_\_\_\_

in accordance with Drawings and Specifications prepared by the Town of Castle Rock, 100 Wilcox Street, Castle Rock, Colorado, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the contract or extension of time made by Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or;
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

---

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER  
CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(full name and address or legal title of Contractor)

\_\_\_\_\_ as Principal, hereinafter called  
Principal, and \_\_\_\_\_

(full name and address or legal title of Surety)  
as Surety, hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ (full name and address or legal title of  
Owner)

\_\_\_\_\_ as Obligee, hereinafter called Owner, for the  
use and benefit of claimants as herein below defined, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ 20\_\_\_\_,  
entered into a contract with Owner for \_\_\_\_\_

(description of project)  
in accordance with Drawings and Specifications prepared by the Town of Castle Rock, 100 Wilcox Street, Castle Rock,  
Colorado, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make  
payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the  
performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect,  
subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for  
labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material  
being construed to include that part of water, gas power, light heat, oil, gasoline, telephone service or rental of  
equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as  
herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on  
which the last of such claimant's work or labor was done or performed, or materials were furnished by such  
claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgement for such sum or  
sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment  
of any costs or expenses of any such suit.

No suit or action shall be commenced hereunder by any claimant:

- a. Unless claimant, other than one having a direct contact with the Principal, shall have given written notice to  
any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after  
such claimant did or performed the last of the work or labor, or furnished the last of the materials for which  
said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom  
the materials were furnished, or for whom he worked or labor was done or performed. Such notice shall be  
served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to  
the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of  
business, or served in any manner in which legal process may be served in the state in which the aforesaid  
Project is located, save that such service need not be made by a public officer.

\_\_\_\_\_

- b. After the expiration of six (6) months following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof is situated, or it the United States District Court for the District in which the Project, or any part thereof, is situated, and not elsewhere.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Title

\_\_\_\_\_

## NOTICE OF AWARD

Project Name Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project

Number \_\_\_\_\_ Project No. \_\_\_\_\_

Date of Notice of Award \_\_\_\_\_

TO: \_\_\_\_\_

The Town of Castle Rock Project Manager has considered Bids for the above Project in response to its Invitation to Bidders. The Town accepts your Bid for the Work in the amount of \_\_\_\_\_ DOLLARS.

You must sign the Agreement for a Construction Contract with the Town of Castle Rock and furnish complying insurance evidence and applicable Performance and Labor and Material Payment Bonds within **ten** days from the date of delivery of this NOTICE to you.

If you fail to sign the Agreement for a Construction Contract or furnish the bonds and insurance within **ten** days from the date of delivery of this NOTICE, the Town may consider all your rights under the Town's acceptance of your Proposal as abandoned. Your Bid Guarantee shall become the property of the Town as liquidated damages, not as penalty, for any delay of construction. The Town may award or re-advertise the Work, or act otherwise, as its discretion.

TOWN OF CASTLE ROCK

Project Manager

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR      SIGNED: \_\_\_\_\_

BY ITS: \_\_\_\_\_  
Title

### NOTICE TO PROCEED

Project Name: Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project Bid

Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Date of Notice to Proceed: \_\_\_\_\_

To: \_\_\_\_\_

#### Please take notice that:

The Contractor and the Town have signed the Contract for the Project and the Contractor has submitted the items requested prior to the beginning of the Work for the Contract.

The Town has approved the Contract.

Therefore, as the Contractor for the above-described work, you are hereby authorized and directed to proceed within ten days from receipt of this NOTICE, as required by the Contract.

**Contract Purchase Order Number:** \_\_\_\_\_ \*

\*Reference this purchase order number, project name, and project number on all invoices and pay request forms.

\*Submit all pay requests on approved forms.

Completion Date \_\_\_\_\_

TOWN OF CASTLE ROCK

\_\_\_\_\_  
Project Manager

#### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged this

day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR

SIGNED: \_\_\_\_\_

BY ITS: \_\_\_\_\_

Title

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**NOTICE OF SUBSTANTIAL COMPLETION**

Project Name Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project Project

Number \_\_\_\_\_ Date of Substantial Completion \_\_\_\_\_

Contractor \_\_\_\_\_

PROJECT OR SPECIFIED PART OF PROJECT WHICH IS SUBSTANTIALLY COMPLETE:

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The Work performed under this Contract has been inspected by authorized representatives of the Town, Contractor, and the Project (or specified part of the Project, as indicated above) is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. This list may not exhaustive, and the failure to include an item on it does not alter the responsibility of the Contractor to complete all the Work according to the Contract.

These items shall be completed by the Contractor within \_\_\_\_\_ days of the date of Substantial Completion.

**AUTHORIZED BY:** \_\_\_\_\_  
Project Manager

**ACKNOWLEDGED BY:** \_\_\_\_\_  
Contractor

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## NOTICE OF CONSTRUCTION COMPLETION

Project Name Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project Project

Number \_\_\_\_\_ Date of Construction Completion \_\_\_\_\_

To: \_\_\_\_\_

**Please take notice** that the Town of Castle Rock has accepted the construction work for the Project, as complete.

In conformance with Contract, your obligations and guarantees will continue until \_\_\_\_\_, 20\_\_\_\_.

Please reference the project name and number stated above and submit your invoice for final payment (in duplicate) to the Project Manager.

TOWN OF CASTLE ROCK

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

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

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

*Originals: Contractor*

*Copies: Project Manager*

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**REQUEST FOR PAYMENT NO. \_\_\_\_\_**

Project Name Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project

Project Number \_\_\_\_\_ P.O. Number \_\_\_\_\_ Bid Number \_\_\_\_\_

Final Payment YES\_ NO\_ If yes, the Notice of Project Construction Completion must be fully completed and signed by the Town of Castle Rock and the Contractor.

Contractor \_\_\_\_\_ Project Manager \_\_\_\_\_

Payment Period from \_\_\_\_\_ to \_\_\_\_\_

Original Contract Price	\$ _____
Net change by Change Orders	\$ _____
Contract Price to date	\$ _____
Total completed & stored to date	_____ %
Retainage	_____ % of \$ _____
Total earned less retainage	\$ _____
Less previous certificates for payment	\$ _____
CURRENT PAYMENT DUE	\$ _____
Pay on account #	_____

Previous Payment Summary:

Payment #1: \$ _____	Payment #4: \$ _____
Payment #2: \$ _____	Payment #5: \$ _____
Payment #3: \$ _____	Payment #6: \$ _____

Change Order Summary:

Number \_\_\_\_\_ Date Approved \_\_\_\_\_ Additions \_\_\_\_\_ Deductions \_\_\_\_\_

Change Order(s) Total +/- \$ \_\_\_\_\_ CURRENT COMPLETION DATE: \_\_\_\_\_

The Contractor certifies that the work covered by this Request for Payment has been completed according to the Contract and that the current payment shown here is now due.

WILDCAT CONSTRUCTION

TOWN OF CASTLE ROCK

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

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

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

*Originals: Contractor*

*Copies: Project Manager*

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## TOWN PROJECT FINAL ACCEPTANCE

Project Name Wells CR-27R and CR-231 Drilling, Completion, and Equipping Project Project

Number \_\_\_\_\_ Project Final Acceptance Date \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please take notice** that the Town of Castle Rock accepts the Project as complete and hereby formally accepts the project for operation and maintenance as part of the Town of Castle Rock's infrastructure.

TOWN OF CASTLE ROCK

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

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

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

CONTRACTOR

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

Its: \_\_\_\_\_

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

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