

TOWN OF CASTLE ROCK
CONSTRUCTION CONTRACT
(Pumping Equipment for 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 \$2,293,335.00 (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. The Work should be completed by August 30, 2020.

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

February 11, 2020

Castle Rock Water
175 Kellogg Court
Castle Rock, CO 80109

ATTN: Heather Justus

Project: Hydro Resources ASR – Power Generation System - Cost Estimate

Ms. Justus,

Hydro Resources (HR) is pleased to present the following proposal for installing permanent pump equipment for Wells 232 & 233 which will include Hydro's downhole generation equipment and Siemens control system. HR has a history of performing successful well constructions and pump installations for Castle Rock and neighboring communities. HR wishes to outline our understanding of the scope of work.

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

- I. Project Background**
- II. Equipment Description**
- III. Cost Summary**

I. Project Background

Hydro Resources completed an engineering collaboration with Colorado State University with focus on generating clean electrical power during delivery of treated potable water from surface reservoirs into aquifers. The purpose is to utilize the surface water injection process to generate electrical power through utilization of Hydro Resources' patented downhole control valve and electrical system optimization. The technology not only has a goal of revenue from power generation, but carbon footprint reduction and goals in line with Colorado's renewable energy vision.

The recently completed hydraulic lab study demonstrated the potential for the technology to efficiently generate power for a water utility. The lab-proven technology now requires the next step of testing in an actual well pumping and injection system. Hydro Resources goal is to partner with Castle Rock for a field application of the technology. The collaboration on this project would involve installation of new permanent control and well equipment for Castle Rock with HR providing cost sharing for the implementation and maintenance during the technology proving process. During the testing for this system, HR would be responsible for all the maintenance and labor costs associated with modifications and testing of the system. HR anticipates that the integration of this new technology will require some troubleshooting and modifications (perhaps pulling the pump, changing pumping parameters, etc).

The HR team has developed design parameters for the electrical controls and downhole equipment based on optimizing a successful power generation model for a well application. Hydro Resources' plan is based upon the

implementation of pumping equipment in new Wells 232 & 233 including installation of a variable frequency drive, installation of a generator valve controller and a power controller RTU. HR has worked with Siemens to optimize a drive that will efficiently accommodate Castle Rock's pumping needs.

II. Equipment Description

HR is providing the following equipment list to provide complete pump installations for Wells 232 & 233. The equipment has been enhanced for ASR applications to include stainless steel where applicable. The pump equipment is listed below:

Item	Castle Rock 232 Proposed Pump Equipment	Castle Rock 233 Proposed Pump Equipment
1	Provide/Install 12" Baski Pitless	Provide/Install 12" Baski Pitless
2	SM25000-17 Summit Pump End	SM18500-13 Summit Pump End
3	525HP/2640/128A Summit Motor	500HP/3305/83A Summit Motor
4	Summit Seal Section	Summit Seal Section
5	2375' of Cable #2SOL Rnd 5kv 25GLV	1,675' of Cable #2SOL Rnd 5kv 25GLV
6	2,225' of 6 5/8" Column Pipe 304SS w/316SS Coup.	1,525' of 6 5/8" Column Pipe 304SS w/316SS Coup.
7	ASR Valve (Hydro Design) 3050ft Duplex 2205 Tubing, Hydraulic Gear	ASR Valve (Hydro Design) 3050ft Duplex 2205 Tubing, Hydraulic Gear
8	500PSI Dynotek Transducer, SS Cable 1 1/4" PVC, 1/4" Dbl Airline	500PSI Dynotek Transducer, SS Cable 1 1/4" PVC, 1/4" Dbl Airline
9	10" Motor Cooling Shroud 304SS	10" Motor Cooling Shroud 304SS
10	Downhole Sensor	Downhole Sensor

Service entrance power, transformer, permitting, engineering, installation of electrical is not included. Piping materials, metering vault, enclosure foundation support and underground excavation work is not included. The final pump equipment design and pricing will be based upon the pump test results following the well drilling of Wells 232 & 233.

HR's preferred control system utilizes a Siemens GH180 600 HP VFD and associated controls. This option would eliminate the need for a step transformer for conversion of 480V input to a 4142V output. Further, it eliminates a component that would contribute a 3% to 5% loss across the total system efficiency.

Siemens GH180 600 HP VFD Integration with HR ASR Power Generation System

- Provide and install Siemens GH180 600 HP VFD for each well inside one continuous enclosure
- Provide PLC Controller
- Provide HR ASR Downhole Hydraulic Generation Valve
- Provide hydraulic power unit for valve and associated fittings
- Provide appropriate telemetry
- Provide miscellaneous electrical wiring and components for the installation

III. Cost Summary

HR is providing the following breakdown of costs for complete installation of pump equipment in Wells 232 & 232 and the controls to operate the system:

Item No.	Description	Total Cost
1	Provide & Install Well 232 Pitless Unit	\$ 21,500.00
2	Provide Complete Well 232 Pump Assembly including 500 HP Summit Pump & Motor, 1675' of 6 5/8" 304SS column pipe, ASR Valve, Transducer, downhole sensor, etc.	\$ 580,535.00
3	Well 232 labor for mobilization, installation, startup, and demobilization	\$ 23,900.00
4	Provide & Install Well 233 Pitless Unit	\$ 21,500.00
5	Provide Complete Well 233 Pump Assembly including 500 HP Summit Pump & Motor, 2225' of 6 5/8" 304SS column pipe, ASR Valve, Transducer, downhole sensor, etc.	\$ 441,000.00
6	Well 233 labor for mobilization, installation, startup, and demobilization.	\$ 19,900.00
7	Provide and install Qty. 2 Siemens GH180 600HP VFDs and support electronics in a single enclosure.	\$ 1,185,000.00
Total Project Cost		\$ 2,293,335.00

HR has excluded exterior modifications and outside system modifications that may be required. HR will provide full submittals for all pumping equipment and controls. Hydro Resources will continue to work with Castle Rock to properly design all components of the ASR Generation System prior to final design and implementation. 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

SAMPLE CONTRACT FORMS

INDEX

CHANGE ORDER

CONTRACTOR'S CERTIFICATE AND RELEASE

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LABOR AND MATERIAL PAYMENT BOND

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NOTICE OF SUBSTANTIAL COMPLETION

NOTICE OF CONSTRUCTION COMPLETION

REQUEST FOR PAYMENT

NOTICE OF FINAL ACCEPTANCE

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-232 and CR-233 ASR, Downhole Power Pumping Equipment 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-232 and CR-233 ASR, Downhole Power Pumping Equipment 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

NOTICE OF SUBSTANTIAL COMPLETION

Project Name Wells CR-232 and CR-233 ASR, Downhole Power Pumping Equipment Project

Number _____ Date of Substantial Completion _____

Contractor _____

PROJECT OR SPECIFIED PART OF PROJECT WHICH IS SUBSTANTIALLY COMPLETE:

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

NOTICE OF CONSTRUCTION COMPLETION

Project Name Wells CR-232 and CR-233 ASR, Downhole Power Pumping Equipment 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

REQUEST FOR PAYMENT NO. _____

Project Name Wells CR-232 and CR-233 ASR, Downhole Power Pumping Equipment 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

TOWN PROJECT FINAL ACCEPTANCE

Project Name Wells CR-232 and CR-233 ASR, Downhole Power Pumping Equipment 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: _____