

CHANGE ORDER**Number 3**

Date: December 8, 2023
 To: Garney Companies, Inc.
 From: City of Grand Junction, Department of Utilities
 Project: **Persigo WWTP - Phase 1 Expansion Project**
 P.O.: **2023-00000003**

It is agreed to modify the Contract for the Project as follows:

Change Order #3 with Garney Companies, Inc. allows Garney to procure \$633,306 worth of large diameter PVC pipe, as well as, provides a deduction of \$580,000 from the current Garney contract for unused 2023 General Conditions funds.

Garney's currently authorized pre-construction services contract is \$4,046,514, which includes \$580,000 for General Conditions. Since mobilization for construction has been delayed until February 2024, Garney will not expend the \$580,000 in 2023. Therefore, Change Order #3 will authorize staff to issue a deductive change order in the amount of \$580,000 to offset the costs of the pipe purchase. Funding the remaining \$53,306 is available in the 2023 Adopted Sewer Capital Fund Budget. General Conditions will be re-budgeted in the GMP contract in 2024.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$1,001,814.00
Approved Change Orders	\$3,044,700.00
This Change Order	\$633,306.00 – Pipe Purchase
	<u>(\$580,000.00) – Deductive GCs</u>
Revised Contract Amount	\$4,099,820.00

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	<u>0.</u>	
Revised Contract Time	365.	Cal. Days


Pre-Construction Start Date: January 4, 2023


Pre-Construction Completion Date: January 3, 2024


This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:  Lee Cooper Date: 12/8/2023
DocuSigned by: 17020F8CC5F432
 Lee Cooper, Wastewater Project Manager

Recommended by:  Randi Kim – Utilities Director, City of Grand Junction Date: 12/11/2023
DocuSigned by: 130720478B9412
 Randi Kim, Utilities Director

Approved by:  Greg Caton – City Manager – City of Grand Junction Date: 12/11/2023
DocuSigned by: 2711C103575B492
 Greg Caton, City Manager (authorized by City Council on December 6, 2023)

Reviewed by:  Kurt Carson – Wastewater Services Manager – City of Grand Junction Date: 12/8/2023
DocuSigned by: C1718A98520C0437
 Kurt Carson, Wastewater Services Manager

Contractor: **Garney Companies, Inc.**

Signature:  Joel Heimbuck, DBIA, Director of Western Plant Operations, Garney Companies, Inc. Date: 12/8/2023
DocuSigned by: 392386A4475272
 Name and Title: Joel Heimbuck, DBIA, Director of Western Plant Operations, Garney Companies, Inc.
DocuSigned by: 392386A4475272

Persigo WWTP - Phase 1 Expansion Project -- City P.O. No. 2023-00000003
Change Order No. 3

December 7, 2023

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]			Revised			Extended Price	Change
			Quantity	Units	Unit Price	Quantity	Units	Unit Price		
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	-
1		Pre-Construction/Design Services	1.	Lump Sum	\$ 421,814.00	\$ 421,814.00	1	Lump Sum	\$ 421,814.00	\$ 421,814.00
2		General Conditions (2023 Fiscal Year)	1.	Lump Sum	\$ 580,000.00	\$ 580,000.00	1	Lump Sum	\$ 580,000.00	\$ 580,000.00
3		Change Order #1								
4 [1]	CO-1 1	Early Equipment Procurement Limited Notice to Proceed "Big 5" Vendor Items: Rake Screens, Blowers, Centrifuges, Truck Scale, UV Disinfection	1.	Lump Sum	\$ 169,006.00	\$ 169,006.00	1	Lump Sum	\$ 169,006.00	\$ 169,006.00
5		Change Order #2								
6 [2]	CO-2 1	Electrical Subcontractor Pre-Construction Services and Early Procurement of Major Electrical Components with Long Lead-Times	1.	Lump Sum	\$ 2,875,694.00	\$ 2,875,694.00	1	Lump Sum	\$ 2,875,694.00	\$ 2,875,694.00
7		Change Order #3								
8	CO-3 1	Early Procurement of Large Diameter PVC pipe for Control Structure #2 and Aeration Basin Effluent Pipelines (1,100 LF of 36-inch Pipe & 520 LF of 48-inch Pipe)					1	Lump Sum	\$ 633,306.00	\$ 633,306.00
9	CO-3 2	Deduction of \$580,000 for unused General Conditions funds from Garney's Contract					1	Lump Sum	\$ (580,000.00)	\$ (580,000.00)
MCR		Minor Contract Revisions	---	---	\$ -	\$ -	---	---	\$ -	\$ 0.00
TOTALS:					\$ 4,046,514.00			\$ 4,099,820.00		\$ 53,306.00

[x] - See
Change
Order
No. "x"

CHANGE ORDER
Number 2

Date: May 26, 2023
To: Garney Companies, Inc.
From: City of Grand Junction, Department of Utilities
Project: **Persigo WWTP - Phase 1 Expansion Project**
P.O.: **2023-00000003**

It is agreed to modify the Contract for the Project as follows:
Change Order #2 with Garney Companies, Inc. is to allow Garney to subcontract with Sturgeon Electric for electrical pre-construction services and procurement of major electrical equipment that are critical to the construction schedule.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$1,001,814.00
Approved Change Orders	169,006.00
This Change Order	2,875,694.00
Revised Contract Amount	\$4,046,514.00

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	365.	Cal. Days

Pre-Construction Start Date: January 4, 2023
Pre-Construction Completion Date: January 3, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by: Lee Cooper Date: 6/12/2023
Lee Cooper, Wastewater Project Manager

Recommended by: Randi Kim - Utilities Director, City of Grand Junction Date: 6/20/2023
Randi Kim, Utilities Director

Approved by: Greg Caton - City Manager - City of Grand Junction Date: 6/20/2023
Greg Caton, City Manager (authorized by City Council on June 7, 2023)

Reviewed by: Kurt Carson - Wastewater Services Manager - City of Grand Junction Date: 6/12/2023
Kurt Carson, Wastewater Services Manager

Contractor: **Garney Companies, Inc.**

Signature: Joel Heimbeck, DBIA, Director of Western Plant Operations, Garney Companies, Inc. Date: 6/8/2023
Name and Title: Joel Heimbeck, DBIA, Director of Western Plant Operations, Garney Companies, Inc.

Persigo WWTP - Phase 1 Expansion Project -- City P.O. No. 2023-00000003
Change Order No. 2

May 26, 2023

Item No.	CDOT, City Ref.	Description	<u>Current Contract [1]</u>			<u>Revised</u>			Extended Price	Change
			Quantity	Units	Unit Price	Quantity	Units	Unit Price		
---	---	Construction Period	365	Cal. Days	---	365	Cal. Days	---	---	-
1		Pre-Construction/Design Services	1.	Lump Sum	\$ 421,814.00	\$ 421,814.00	1	Lump Sum	\$ 421,814.00	\$ 421,814.00
2		General Conditions (2023 Fiscal Year)	1.	Lump Sum	\$ 580,000.00	\$ 580,000.00	1	Lump Sum	\$ 580,000.00	\$ 580,000.00
3		Change Order #1								
4 [1]	CO-1 1	Early Equipment Procurement Limited Notice to Proceed "Big 5" Vendor Items: Rake Screens, Blowers, Centrifuges, Truck Scale, UV Disinfection	1.	Lump Sum	\$ 169,006.00	\$ 169,006.00	1	Lump Sum	\$ 169,006.00	\$ 169,006.00
5		Change Order #2								
6	CO-2 1	Electrical Subcontractor Pre-Construction Services and Early Procurement of Major Electrical Components with Long Lead-Times					1	Lump Sum	\$ 2,875,694.00	\$ 2,875,694.00
MCR		Minor Contract Revisions	---	---	\$ -	\$ -	---	---	\$ -	\$ 0.00
TOTALS:					\$ 1,170,820.00			\$ 4,046,514.00	\$ 2,875,694.00	

[x] - See
Change
Order
No. "x"



7911 Shaffer Parkway, Littleton, CO 80127
Phone: 303.791.3600
Fax: 303.791.1801
www.garney.com

Lee Cooper, P.E.
City of Grand Junction
Persigo Wastewater Project Manager
2145 River Road
Grand Junction, CO 81505

May 24, 2023

Subject: Persigo Wastewater Treatment Plant Phase 1 Improvements
CM/GC RFP – 5099-22-DH, Change Order Request (COR) #02 for Work Package 2B – Electrical Equipment
Procurement and Electrical Preconstruction Services

Lee:

To facilitate the design completion and procure critical electrical equipment that has a long lead time for the Phase 1 Improvements project, Garney issued an RFP to suitable Electrical Contractors to provide Preconstruction Services and MCC and Switchboard submittals and procurement essential to the schedule for the Persigo WWTP Phase 1 Improvements. The estimate summary with cost information for COR #02 is attached.

With the approval of COR #02, Garney will issue a subcontract agreement to Sturgeon Electric for the long lead Equipment Procurement and Preconstruction Services. Installation is not included in these costs, and will be in the Project GMP.

Due to the extremely long lead time given, this equipment is critical to a timely project completion.

The Cost for COR 02 is \$2,875,694 (Two Million Eight Hundred Seventy Five Thousand Six Hundred Ninety Four Dollars and No cents)

Let me know if you need more information

Respectfully submitted,

GARNEY COMPANIES, INC.

Toby Reid
Senior Project Manager
303.913.5268
toby.reid@garney.com



Estimate Summary

Persigo Wastewater Treatment Plant Phase 1 Improvements

Electrical Contractor Preconstruction Services and Electrical Equipment Procurement		Work Package 2B - Submittal and Preconstruction Cost
01	Critical Electrical Equipment Procurement	2,544,966
02	Sturgeon Preconstruction Services	18,702
3	Equipment Supply Bond Cost	18,324
		0
		0
		0
		0
		0
		0
SUBTOTAL COSTS		2,581,992

ALLOWANCES, CONTINGENCIES		Work Package 2B - Submittal and Preconstruction Cost
5	10.00% GC FEE	258,199
7		
INDIRECT COST		
2	1.25% Bonds and Insurance	35,502
SUBTOTAL Electri		2,875,694

24-May-23

Addenda Noted:

[illegible]


TAB SHEET PROPOSAL SUMMARY DESCRIPTION OF WORK:

**Electrical Critical Gear Procurement
and Preconstruction Services**

ESTIMATOR:

Reid

BID ITEM #:

SPEC DIVISION #:

Div 26

PROJECT:	Persigo WWTP Phase 1 Improvements - Process Equip	COMPANY NAME:						
LOCATION:	Grand Junction, CO	CONTACT:			Sturgeon	Intermountain Electric		
DATE/TIME:	5-19-2023 @ 2pm	PHONE NUMBER:						
SPEC.	DESCRIPTION OF WORK / MATERIAL	MHS	QTY	U.M.	Jim Hammond	Marty Sanderson		
	RFP Response				YES	YES		
	Addendum 1 & 2				YES	YES		
	Company Info and Experience				YES	YES		
	Safety Questionnaire				YES	YES		
	Key Personell				YES	YES		
	Equipment Vendor and Scope Information				Yes	YES		
	Unit Prices				YES	No Response		
	Bond Rate				0.72%	0.50%		
	Agree to Garney / Project T&C's?				YES	NO		
	3 yr EMR				.62 / .59 / .54	.66 / .65 / .64		
	3 yr Incident Rate				0/0/0	0/.3/.46		
	Integrator				Browns Hill	Browns Hill		
	MCC and Switchboard Cost				\$2,544,966	\$2,514,755		
	Preconstruction Cost				\$18,702	\$25,335		
	Markup on Labor, Material, Equip, Oth				9%	No Response		
	TOTAL	0			\$2,563,668	\$2,540,090	\$0	\$0



Persigo WWTP Phase 1 Expansion
Project



Presented to:
Garney Construction

May 19, 2023



12150 East 112th Avenue
Henderson, Colorado 80640
303-286-8000



May 19, 2023

Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

ATTN: Toby Reid
Toby.reid@garney.com

**RE: City of Grand Junction Persigo Wastewater Treatment Plant Phase 1 Expansion Project Work Package 2A-
Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement RFP**

Toby,

This proposal is based upon Revised MCC drawings (AS-E-600 through AS-E-603) replace Existing Drawings (AS-E-600 through AS-E-602) and new Switchboard Specification 26 24 13 and Harmonic Filters Specification 26 35 26.

We acknowledge addendums #1 and #2.

Sturgeon Electric Company, Inc. (SECO) is pleased to present its proposal for the Persigo Wastewater Treatment Plant Expansion project WP-2A. Included in this proposal is our:

Pre-Construction Activities

Pricing

Introduction to Sturgeon

Inclusions, Clarifications, and Exclusions

Our understanding of the Project:

Provide a cost for Preconstruction Services and a cost to procure the long lead electrical equipment.

1. Provide Engineering and Submittals and Purchase major long-lead Electrical Equipment (MCCs) as specified in the contract documents issued with this RFP.
2. Participate in constructability reviews, value engineering, cost estimating, and design reviews while the design progresses from 60% to 100%. Allow for the following:
 - a. 6 ea. – 2-hour progress meetings
 - b. 1 ea. – 8-hour design workshops
 - c. 2 ea. – 4-hour cost review workshops
 - d. 2 ea. – design reviews, providing schedule input, value engineering and constructability input.
 - e. Advise on additional long lead equipment and early procurement opportunities.
 - f. Provide a formal GMP proposal for Work Package 2B with written scope based on the information gained from the workshops.

Lump Sum Price for 1. MCC Equipment Procurement **\$2,544,966**

Lump Sum Price for 2. Preconstruction Services **\$18,702**

Total Price for schedule A and B as described above and in the Contract Documents
\$2,563,668

Unit Prices

Direct Labor:	Cost/Unit	Indirect Labor:	Cost/Unit
General Foreman	\$82.02	Project Manager	\$89.00
Foreman Wireman	\$76.64	Project Engineer	\$56.00
Journeyman Wireman	\$71.27	QA/QC	\$76.64
Apprentice Wireman 8 th	\$52.44	BIM	\$65.00
Apprentice Wireman 6 th	\$42.20	Safety-JW	\$73.32
		Clerical	\$45.00

Introduction to Sturgeon

About Sturgeon Electric:

Sturgeon Electric has two divisions, offering both power line construction and commercial and industrial electrical construction, making it a full-service electrical provider.

Sturgeon Electric's power line, or Transmission & Distribution (T&D) construction division provides a full range of capabilities related to transmission, distribution, and substation construction.

Sturgeon Electric's Commercial & Industrial (C&I) electrical construction division specializes in large-scale electrical projects, telecommunications, traffic signalization, gas distribution, high voltage distribution service, and maintenance to clients.

Sturgeon Electric also offers design-build and pre-construction, pre-fabrication, and Building Information Modeling (BIM) with 4D and 5D capabilities.

Sturgeon Electric was founded in Denver, Colorado in 1912 by David Dwight "D.D." Sturgeon and holds the Colorado State electrical license #3. Mr. Sturgeon was an active member of the Denver community, and was instrumental in the development of the industry, downtown Denver, and in the growth of the city.

Safety:

Providing the best training, tools & equipment, and developing detailed processes & procedures are not enough to keep us safe. Safety must be a constant state of mind; ingrained into our attitudes, values, goals, and behaviors. We are proud of our strong safety culture, which is built upon tenacious management commitment, considerable employee involvement, top-notch training programs, and constant focus on innovation and continuous improvement.

Our dedication and efforts result in outstanding safety performance and help us to maintain our industry-leading reputation as a top specialty electrical contractor.

Training:

We prioritize the training and development of our employees, so they are equipped with the latest, most comprehensive, and accurate information possible. Through a combination of quality programs that focus on both tactical skills and human behavior, we can improve employee performance, increase engagement, reduce turnover, and enhance morale.

Sturgeon Electric invests heavily in training our employees with over a dozen home grown training programs. The training is industry-type specific, so our crews are educated well beyond standard industry levels.

Industry Participation:

We participate on the American National Standards Institute (ANSI) A10 Committee, which develops and publishes standards relating to hazards associated with construction and demolition. Several employees are members of the American Society of Safety Engineers (ASSE), the American Industrial Hygiene Association (AIHA), the National Safety Council (NSC), the National Electrical Contractors Association (NECA) and the Voluntary Protection Program Participants Association (VPPPA).

Personal Certifications and Achievements:

We promote professional certification and personal career development of our safety staff, regularly offering coaching, mentoring, and sponsoring of their participation. Several employees have obtained or are in the process of obtaining Certified Safety Professional (CSP), CLCS Construction Health and Safety Technician (CHST) and Safety Trained Supervisor in Construction (STSC) training and certification through the Board of Certified Safety Professionals (BCSP).

Industry Recognition:**OSHA Voluntary Protection Program (VPP)**

Since 2008, Sturgeon Electric has maintained STAR status in the Occupational Safety and Health Administration (OSHA) Voluntary Protection Program (VPP) Mobile Workforce Demonstration for Construction, the highest VPP recognition level awarded by OSHA for workplace safety and health. Sturgeon Electric is the only electrical contractor awarded STAR status in the Rocky Mountain region.

This initiative encourages companies and federal agencies to prevent workplace injuries and illnesses through hazard prevention and control, worksite analysis, training, and cooperation between management and workers.

STAR participants are reevaluated every three to five years, although incident rates are reviewed annually. To maintain STAR status, it takes strong performance and stringent requirements in management leadership, employee involvement, and a commitment to invest the time and resources required to maintain a world-class safety program.

AGC Construction Safety Excellence Award (CSEA)

In 2011, Sturgeon Electric was awarded the national Construction Safety Excellence Award (CSEA) in the Specialty Division by the Associated General Contractors of America (AGC); and was recognized for innovation in management leadership, employee involvement, worksite analysis, orientation, training and educational programs and overall safety statistics.

NECA Safety Excellence Award

Sturgeon Electric received the Safety Excellence award for exemplary safety performance throughout 2015, 2013 and 2012.

Electrical Equipment Vendor and/or Integrator Scope Information:

Enclosures and Equipment

Provide the following in accordance with the requirements of the contract documents:

Switchboard SWBD-401

Switchboard SWBD-402

Switchboard Maintenance Materials- per spec 262413-3 J.

Switchboard Field Quality Control- per spec 262413-10 3.04

Switchboard Training- per spec 262413-12 3.08

Active Harmonic Filters 300Amp (4)

AHF Maintenance Materials- per spec 262536-2 1.07 H.

AHF Field Quality Control- per spec 263526-7 3.03

AHF Training- per spec 263526-8 3.06

Motor Control Center MCC-901

Motor Control Center MCC-001

Motor Control Center MCC-401

Motor Control Center MCC-402

Motor Control Maintenance Materials- per spec section 262419-4 I.

Motor Control Field Quality Control- per spec section 262419-11 3.03

Motor Control Center Training- per spec section 262419-12 3.06

VFD Field Quality Control- per spec section 262923-7 3.03

VFD Training- per spec section 262923-9 3.07

Design Meetings: (48 Hours)

Lead Times-After approved submittals.

Motor Control Centers 345 working days

Switchboards 390 working days

Harmonic Filters 160 working days

Clarifications:

1. Pricing is based on utilizing the Sturgeon VPP approved safety program.
2. The Price and lead times in this proposal have been calculated based on the cost and available delivery schedules at bid time. The market for the building materials contained in this proposal is volatile, and sudden uncontrollable delays or increases in pricing may occur.
Sturgeon Electric excludes, and shall not be responsible for, any delays or price increases beyond its reasonable control.

Exclusions:

1. Overcurrent Protective Device Coordination Study-per spec section 260573
2. P&P Bond Rate if needed is .68%
3. BIM and/or any CADD.
4. 3rd Party Testing
5. Taxes

We appreciate the opportunity to submit this proposal for your consideration and look forward to working with your firm. Should you have any questions or concerns please contact us at your convenience.

STURGEON ELECTRIC COMPANY, INC.



Jim Hammond, Sr. Estimator
303-853-7629-office
303-598-6104-cell
JHammond@myrgroup.com

Cc: Sean Kroyer, Chief Estimator
P: 303.227.4885
skroyer@myrgroup.com
Cc: Bruce Byers, Vice President of Project Procurement
bbyers@myrgroup.com



**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

**WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION
SERVICES AND ELECTRICAL MCC EQUIPMENT PROCUREMENT RFP**

Addendum 1

Respondents to this solicitation are notified that the requirements of this RFP have been clarified by this Addendum:

1. Question: When is pricing due?

Response: Per the Invitation to Bid, the RFP Response is due May 19 at 2pm. The walkthrough on May 12th has been cancelled.

2. Question: Are the site visits on May 9 and 12 mandatory?

Response: No, the site visits are not mandatory. The site visit is scheduled for May 9th at 1pm. The site visit on May 12 has been cancelled.

3. Question: Are you looking for a full budget cost proposal or just the long lead MCC's?

Response: The proposal should include a cost for Preconstruction services and the cost to procure the long lead electrical equipment. Return the Bid Form and the requested documentation with the proposal.

Attachment: 00 40 00 – BID FORM

4. Question: Our Supplier tells us the Switchboards have a longer lead time than the MCC's. Are these going to be added to the pre-procurement package?

Response: No switchboards are needed for this project and they are not shown on the MCC one lines issued with this RFP.

The original solicitation for this Project are amended as noted herein. Addendum 1 shall be acknowledged on the Bid Form.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

**00 40 00 – BID FORM – CITY OF GRAND JUNCTION
PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND ELECTRICAL
MCC EQUIPMENT PROCUREMENT**

BID PROPOSAL FROM: Sturgeon Electric
(Hereinafter called "Bidder")

SUBMITTED TO: Toby Reid (toby.reid@garney.com)
Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

DATE: 5/19/2023

The Bidder, in compliance with this invitation for bids for Preconstruction Services and MCC Procurement for the **Persigo WWTP Phase 1 Expansion Project**, confirms the following:

(Please check boxes):

- X Examined the Plans and Specifications prepared by the Engineers and the Instructions To Bidders, Special Conditions, General Conditions, Supplementary Conditions, and General Requirements of Division 1 as compiled by Garney. This includes review and inclusion of all applicable Division 01,05,09,26 and 40 General/General Provision specifications.
- X The bid amount is to cover all costs incurred in performing the work required for that contract Work Package under the Contract Documents, of which this Bid Proposal is a part.
- X Safety Questionnaire is completed
- X The Bidder has reviewed the qualifications required per the specifications for the scopes of work they are bidding and will provide documentation of such if awarded the contract.
- X The Bidder will provide a Supply and Payment Bond on forms provided, made in favor of Garney and the Owner, if requested, in the sum of 100% of our Contract Amount. The premium for any bonds is NOT to be included in the base bid.
- X The Bidder, if awarded a Contract, agrees to commence work and to complete this Contract Package in accordance with this schedule as established by and with Garney.
- X The Bidder acknowledges receipt of the following Addenda: #1 and #2
- X The Bidder has provided a **Detailed Bid Proposal/Quote to accompany this completed Bid Form.**
- X The Bidder has reviewed and will execute the standard Garney Subcontract as it is written.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

BASE BID – Work Package 2A

The undersigned agrees to perform all work required by this RFP / Specification Section(s) / scope(s) of work:

WORK PACKAGE 2A – Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement:

1. Provide Engineering and Submittals and Purchase major long-lead Electrical Equipment (MCCs) as specified in the contract documents issued with this RFP
2. Participate in constructability reviews, value engineering, cost estimating, and design reviews while the design progresses from 60% to 100%. Allow for the following:
 - a. 6 ea – 2-hour progress meetings
 - b. 1 ea – 8-hour design workshops
 - c. 2 ea – 4-hour cost review workshops
 - d. 2 ea – design reviews, providing schedule input, value engineering and constructability input.
 - e. Advise on additional long lead equipment and early procurement opportunities.
 - f. Provide a formal GMP proposal for Work Package 2B with written scope based on the information gained from the workshops

Lump Sum Price for 1. MCC Equipment Procurement \$ 2,544,966

Lump Sum Price for 2. Preconstruction Services \$ 18,702

Total Price for schedule A and B as described above and in the Contract Documents:

Two Million Five Hundred Sixty Three Thousand Six Hundred Sixty Eight DOLLARS

(\$ 2,563,668)

BOND – PERFORMANCE & PAYMENT

The undersigned agrees to provide a bond in the value of 100% of the bid amount, in the amount as follows:

Bond Rate of (.72% %)

INCLUDE THE FOLLOWING ITEMS WITH YOUR BID:

Company Information

Include general marketing information and current bonding capacity.

Safety Questionnaire

Filled out completely and include other data as necessary.

Key Personnel

Names and Resumes of Project Executive, Project Manager, Superintendent, Project Engineer dedicated

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

to this Project for Work Package 2A and 2B (If Selected)

Electrical Equipment Vendor and/or Integrator Scope Information

Include Vendor Scope of Supply with Equipment Submittal Lead Times, Equipment Delivery Durations
Provide these dates applicable to the work included in your Bid Proposal.

Unit Prices.

Provide Unit Prices for Direct and Indirect Labor used for Change Order pricing

Provide Overhead and Profit percentage used for Material and Equipment pricing on Change Orders. Bond cost at the percentage above will be added to change orders. No additional markups will be included on Change Orders.

Agreement to Accept the Terms and Provisions of the RFP Documents:

Proposer has reviewed the provisions of the RFP, the RFP Documents attached to the RFP, and the Addenda received and **agrees to accept the Terms and Conditions *without exception*** on a subcontract that results from this RFP.

+ YES ☐ NO ☐ If NO, Proposer's exceptions to the Terms and Conditions are listed below:

Proposer understands that exceptions may be grounds for rejection of the Proposal:

Authorization:

The undersigned, having carefully examined the RFP Documents hereby offers and agrees to furnish all goods and services for the proposal sums proposed above and in accordance with the provisions set forth in the RFP Documents and the Proposal Form. The undersigned also understands and accepts that the Owner and Garney reserve the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

The undersigned will execute Garney's Standard Subcontract and provide required bonds and insurance, as applicable, within 15 days upon receipt.

Sturgeon Electric Company, Inc.
PROPOSER'S CORPORATE NAME

303-286-8000
TELEPHONE NUMBER

Sean Kroyer
PRINTED NAME OF AUTHORIZED PERSON

Chief Estimator
TITLE OF AUTHORIZED PERSON


SIGNATURE OF AUTHORIZED PERSON

May 19, 2023
DATE

END OF SECTION



12150 East 112th Ave., Henderson, CO 80640

P: (303)-286-8000

Lee Stephens, Project Executive

C: (303) 591-2565



WHO WE ARE

Established in 1912, Sturgeon Electric Company, Inc. (a subsidiary of MYR Group, Inc.) is one of the largest regional electrical contractors, providing commercial and industrial services to clients throughout the western and midwestern United States. Our commercial and industrial (C&I) group offers capabilities in large-scale commercial electrical projects, telecommunications/ low voltage, transportation, and service and maintenance. Our transmission and distribution (T&D) group provides a full-range of capabilities related to high-voltage transmission, distribution and substation construction.

THE LEGEND BEGINS: In 1914, our founder, David Dwight (D.D.) Sturgeon became the first person to light an outdoor Christmas tree with electric bulbs—dipped in red and green paint, Sturgeon colors.

AND CONTINUES: Installation Standards for Unit Assemblies developed by his son-in-law, Ralph Edgar Johnson, became the cornerstone of NECA Columns, and Mr. Johnson's Estimatic Electrical Systems became the first computerized estimating program for electrical work.



ELECTRICAL LICENSE # 3

Type of Organization:
Corporation

FEIN: 84-0681206

VPP - THE METHOD OF SAFETY CULTURE

We received another first on August 8, 2008, when OSHA awarded us Star Status in their Voluntary Protection Program (VPP), making the Colorado Commercial and Industrial group the first electrical construction mobile workforce contractor in the United States selected for this elite status. In his presentation, Edwin G. Foulke, Assistant Secretary of Labor stated, "You have joined an elite group of facilities that provide exemplary safety and health protection. Designation as a VPP participant is testament to sustained excellence in all areas of your safety and health management system."

Our commitment to a strong culture of safety is built upon unyielding dedication from management, employee involvement, excellent training programs, industry involvement and constant focus on innovation and improvement. Sturgeon Electric is going on 14 years strong as an OSHA Voluntary Protection Program (VPP) Star Status Mobile Contractor - VPP's Highest grade reserved for companies that demonstrate "EXEMPLARY ACHIEVEMENT" in health and safety.

Our **MISSION** is to provide superior specialty contracting services by creating mutually rewarding relationships in a safe, inspiring and open environment.

Our **SUCCESS** is perpetuated by a common spirit of innovation, commitment to continuous improvement, and investment into the growth of our employees.

Our **CORE VALUES** (safety, integrity, creativity, responsiveness, teamwork, respect and initiative) guide us to make the right investments in our people and business for the long-term, and provide sustainability in preserving the environment for future generations.

We have built a reputation for being one of the safest electrical contractor in America. No other EC in the Rocky Mountain region spends the time and effort that we do in keeping our people safe.



Safety Manager:

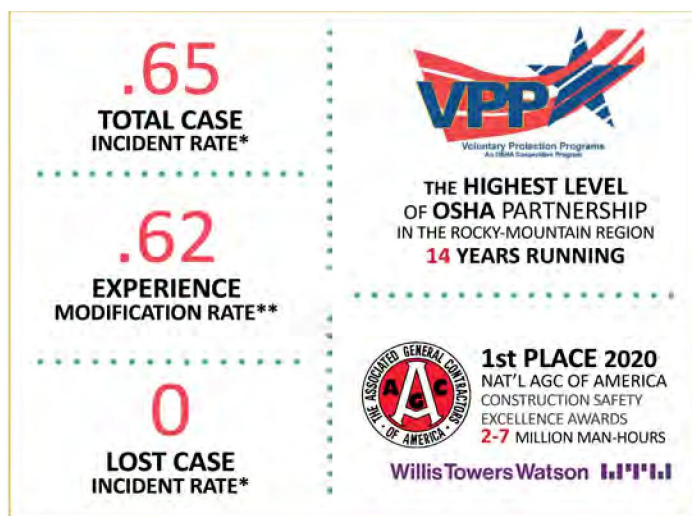
Zachary Valdez

Email:

zvaldez@myrgroup.com

C: (303)591-1000

- **OSHA**, the most demanding safety regulatory authority in the United States, **trusts** Sturgeon Electric.
- **Sturgeon Electric's** Colorado teams are exempt from standard programmed OSHA inspections.
- **Each** year Sturgeon Electric asserts to **OSHA** we lead the industry in compliance, innovation, and mentorship.
- **Three(3)** year intensive audits required to renew **VPP status**.



* for 2022 ** for 2023

YEAR	2023	2022	2021	2020	2019
EMR	.62	.59	.54	.49	.56
TCIR	.0 YTD	.65	.94	.67	.48

Shane Moe, Project Manager
Email: smoe@myrgroup.com
C: (970) 985-3345



MARKET SEGMENTS, LABOR AND STATISTICS

MYR Group Inc. (MYR Group) is a publicly traded (NASDAQ: MYRG) holding company of twelve (12) premier, specialty electrical contractors. With roots dating to 1891 and over 7,000 employees, we have delivered some of the largest electrical infrastructure and notable commercial and industrial projects in America and Canada.

ANNUAL REVENUE



2021 - \$2.4B
2020 - \$2.2B
2019 - \$2.0B



AMONG TOP 5 ENR

U.S. SPECIALTY ELECTRICAL
CONTRACTORS FOR
26 YEARS IN A ROW

Labor: We are a Union Shop signatory to the International Brotherhood of Electrical Workers (IBEW).

Equipment: We are an industry leader and one of a few with the ability to continually invest in additional equipment and tooling to meet the anticipated demands of our clients. Our fleet capabilities allow us to efficiently deploy necessary resources to various projects.

Sturgeon Electric bids on a per project basis. We are not committed to an aggregate bonding amount.

Individual: \$200,000,000.00 Aggregate: \$800,000,000.00

Sturgeon Markets Served and Services Offered

- Aviation / Airports / Aerospace
- Data Centers & Mission Critical Facilities
- Education – Student Housing / Higher Learning
- Entertainment / Gaming / Sports Venues
- Geotech – Water / Wastewater / Mining / Oil & Gas
- Government – Military / Correctional
- Healthcare / Pharmaceutical / Biotech / Clean Rooms
- Manufacturing – Production / Shipping / Warehouse
- Mixed-Use – Residential / Retail / Parking
- Renewable Energy; Telecom, Low, Medium, and High Voltage
- Transportation – Signalization & ITS



EMPLOYEE INVESTMENT

We invest heavily in the personal development and growth of our employees. By providing extensive, quality training to our craft workers and management personnel, our clients receive more than just electricians and project managers; they receive the best-trained, exceptionally qualified, and talented people in the industry. A few examples include:

Data Center University: DCU is a two-tier training which provides in-depth training surrounding the highly sensitive environment that live mission-critical facilities present. Sturgeon employees working in live data centers are required to attend DCU 1 and 2.

Electrical Energized Work Training: EWT is a competency and authorization program consisting of an intensive 3-day training course and proctored hands-on exam in which students are under pressure to perform energized work safely in a simulation. All Sturgeon Electric employees performing energized work must have successfully passed this training (valid for 3 years).

Healthcare Environment Training: HET is a three-tier training program which provides in-depth knowledge surrounding patient safety, infectious control, and best practices for working in live healthcare environments.

Foreman Leadership Training and Creating Dynamic Foremen: These courses provide intensive training for our current and prospective field leadership, based on decades of best practices experience from our most successful leaders.

PROJECT HIGHLIGHTS

Avon WWTF Nutrient Upgrade
Value: \$5,815,984
Complete: June 2023

Electrical, I&C upgrades to support modifications to new Clarifier, A-basins, blower room, Electric rooms and other areas while keeping the plant in operations



Lafayette Water Reclamation Facility
Value: \$2,383,380
Complete: December 2023

Expansion of an existing wastewater treatment plant. The expansion includes chemical treatment buildings, UV effluent, multiple stages of clarifiers (Primary, secondary and tertiary) as well as another aeration basin. In addition there is an upgrade of the electrical service and the addition of a generator backup to the new and existing facilities. The blowers are all being upgraded and the plant DCS is being upgraded.



Michael Ulrich
Underwriting Consultant

8044 Montgomery Road, Suite 150E
Cincinnati, OH 45236
P: (513) 792-1871
F: (866) 548-6645

April 11, 2023

Re: MYR Group, Inc. and Subsidiaries

To Whom It May Concern:

It is our understanding that one of MYR Group, Inc.'s ("MYR") subsidiary companies, including The L.E. Myers Co., Sturgeon Electric Company, Inc., MYR Energy Services, Inc., Harlan Electric Company, Great Southwestern Construction, Inc., and High Country Line Construction, Inc., has or will submit for your consideration their proposal to perform a specific project. This letter shall confirm that MYR and subsidiary companies have sufficient bonding capacity should they be successful in their proposal.

MYR has been a valued customer of Liberty Mutual Surety for several years. The Company is a reliable contractor and maintains a very solid financial position. We continue to be confident in the principal's ability to perform and we recommend them highly. We have provided MYR's subsidiary companies surety support on individual projects in excess of \$200,000,000 with aggregate support exceeding \$800,000,000. We would favorably consider surety support of this size and larger upon review of proposed contract and bond forms.

This letter is not to be construed as an agreement to provide bonds for any particular project but is offered as an indication of our experience and confidence in MYR and its subsidiary companies. Any arrangement to provide final bonds is a matter between Liberty Mutual Surety and the MYR subsidiary company requested to furnish the bond, and we assume no liability to third parties or to you if for any reason we do not execute bonds. This letter of bondability is effective during the terms and conditions of contractual obligations or one year from date issued, whichever occurs first. Please do not hesitate to call if you would like to discuss.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Ulrich". The signature is fluid and cursive, with a large loop at the end.

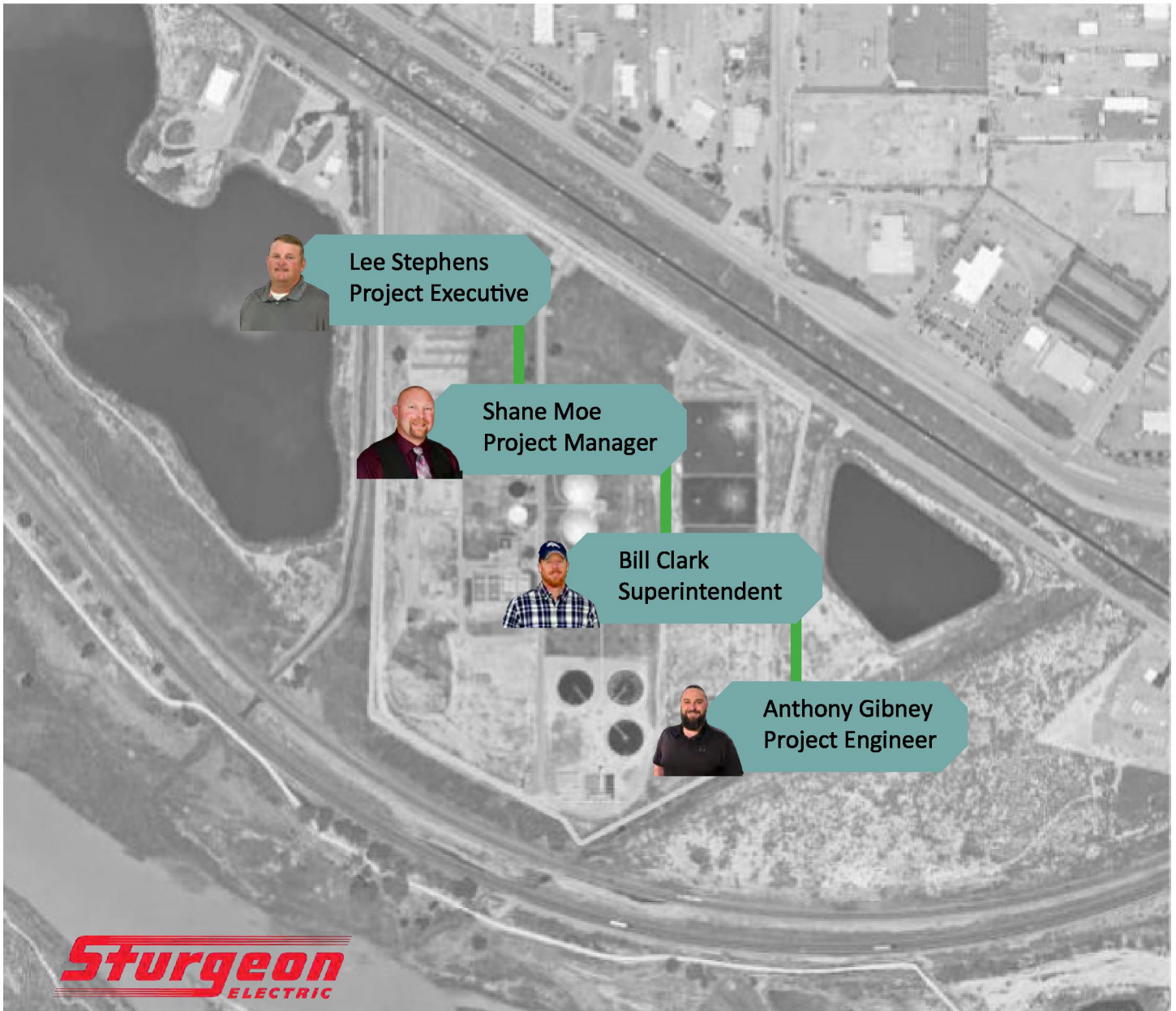
Michael Ulrich
Underwriting Consultant

A Liberty Mutual Company



00 46 00 Subcontractor Safety Questionnaire

1. List you company's insurance Experience Modification Rate for the last three years.
 EMOD rate: .62 Year: 2023
 EMOD rate: .59 Year: 2022
 EMOD rate: .54 Year: 2021
2. List your company's Incident Rate for the last 3 years.
 Incident rate: 0 Year: 2022
 Incident rate: 0 Year: 2021
 Incident rate: 0 Year: 2020
3. List your company's OSHA Recordable totals for the last 3 years
 OSHA Recordable rate: .65 Year: 2022
 OSHA Recordable rate: .94 Year: 2021
 OSHA Recordable rate: .67 Year: 2020
4. Has your company had any work-related fatal accidents in the last 5 years? Yes _____ No XXXX
5. Has your company received any OSHA citations in the last 3 years? Yes _____ No XXXX if yes list below.
6. Are onsite safety meetings held? Yes XXXX No _____. If yes, how often? Daily
7. Does your company have a safety officer / department? Yes XXXXX No _____
8. Does your company have a written safety policy and procedures manual? Yes XXXX No _____
9. Does your company have a new-hire orientation program? Yes XXXXX No _____
10. Does your company have a formal Hazardous Communication Program per OSHA guidelines?
 Yes XXXX No _____
11. Does your company have documentation for Competent Person guidelines per OSHA 1926.32(:1) for specific jobs or tasks performed? Yes XXXX No _____
12. Does your company have documentation for training to perform the scopes of work required on this project? Yes XXXX No _____
13. Does your company have a Disciplinary Action Plan for safety rule violations?
 Yes XXXX No _____
14. Is your company current with all OSHA chemical training and reporting (SDS)?
 Yes XXXX No _____
15. Are your employees trained in Fall Protection? Yes XXXXX No _____
16. Are your employees trained in Confined Space Entry? Yes XXXXX No _____
17. Do you provide Medical Surveillance and Fit Testing for employees that have to wear respirators?
 Yes XXXXX No _____
18. Do you have employees trained in First Aid? Yes XXXXX No _____
19. Does your company require additional eye protection when using grinders, cut-off tools, or any other tool that has the potential to cause eye injuries? Yes XXXXX No _____
20. Does your company offer all PPE needed to your employees? Yes XXXXXX No _____



Lee Stephens
Project Executive



Shane Moe
Project Manager



Bill Clark
Superintendent



Anthony Gibney
Project Engineer



Lee Stephens has over 28 years of experience. As Project Executive his primary responsibilities will include developing strategic programs, project goals, and monitoring performance. Assure operations are carried on in appropriate, cost effective way.
Contact Information:
cell:(303)-591-2565
email: lstephens@myrgroup.com



Shane Moe has over 20 years of experience. As Project Manager his primary responsibilities will include project scheduling and coordination, timely updates, deliverables, and be the main point of contact for project personnel. Assure operations are carried on in appropriate, cost effective way.
Contact Information:
cell: (970) 985-3345
email: smoe@myrgroup.com



Bill Clark has almost a decade of experience. As Superintendent his primary responsibilities will include direct oversight of Electrical craft workers according to project parameters and NEC. Assure operations are carried out in the an appropriate and cost effective way.
Contact Information:
cell: (303) 591-9687
email: bclark@myrgroup.com



Anthony Gibney has over 18 years of experience. As Project Engineer, his primary responsibilities will include document control, coordinate work, review and ordering of equipment based on the project specifications and schedule. Assure operations are carried out in an appropriate and cost effective way.
Contact Information:
cell: (720)347-9571
email: agibney@myrgroup.com

Lee Stephens



TITLE

OPERATIONS MANAGER

YEARS OF EXPERIENCE

Since 1995 – 28 years

EDUCATION/TECHNICAL TRAINING

First Aid/CPR
OSHA 40
Supervisor EEO
Training
Supervisor Training in
Accident Reduction Techniques (S.T.A.R.T)
LORMAN Cost
Estimating for Design Professionals
Competent Person
Trenching and Shoring
Competent Person
Confined Space Entry
Competent Person
Lock-out Tag-out
STS-C Safety Trained Supervisor



WORK HISTORY

Operations Manager

- 28 Years Managing projects of all sizes.

Currently Managing Projects with:

- AT&T
- Vail Resorts
- Viearo Wireless
- CDOT
- Crown Castle
- Zayo

Work History:

- Exxon Mobil
- Shell Oil
- Williams E & P
- WPX Energy
- Chevron
- AT&T

Exxon Mobil Black Canyon, Black Canyon, WY

Sr. Project Manager on 55 Mile Fiber Optic Back Bone for SCADA System at Exxon Mobil Black Canyon natural gas field.

Chevron MCBU, Debeque, CO

Project Manager on 75 mile fiber optic and control system for natural gas well SCADA system

AT&T Rebuild, Glenwood Springs, CO

Project Manager for 180 mile fiber optic and coax system upgrade

Williams E&P, Parachute, CO

Project Manager for new gas well instrumentation installation on multiple well pad locations

Department of the Interior Bureau of Reclamation Meredith, CO

Manage installation and construction of 36 mile fiber optic and control system for the Bureau Of Reclamation Northside Southside Collection System Frying pan Arkansas Project.

Exxon Mobil Shute Creek, Kemmerer, WY

Sr. Project Manager for site security lighting and security camera installation at Shute Creek gas facility

Shane Moe



TITLE

**Project
Manager**

YEARS OF EXPERIENCE

1998 - Current

Years with Firm: Since 2002

EXPERIENCE HIGHLIGHTS

Project Manager of the Year 2017

Sturgeon Electric 2011 General Foreman of the Year

Runner-Up Sturgeon Elect. 2006 Foreman of the Year

EDUCATION/TECHNICAL TRAINING

Northwest Technical College – Construction Electricity
Degree
IBEW/NECA Apprenticeship
Denver, Colorado
IBEW Code of Excellence
Foreman Management and Leadership Training
Phase II Foreman Training
Supervisor Training in Accident Reduction Techniques
(S.T.A.R.T.)

CERTIFICATIONS

State of Colorado Journeyman Electrical License
#102452
Arc Flash NFPA 70E Training
OSHA 10 Hour Certification
MSHA 8 Hour Certification
MSHA 24 Hour Certification
MSHA Surface Metal/Non-Metal Instructor
First Aid and CPR Certification
Safety Trained Supervisor (STS – Certification 2007
from Council on Certification of Health, Environmental
and Safety Technologists

AFFILIATIONS

International Brotherhood of Electrical Workers
(IBEW)

National Electrical Contractors Association (NECA)



WORK HISTORY

Project Manager

Avon Wastewater Treatment Facility (\$5.5M)

New construction and remodel project for nutrient upgrades on 4.3 MGD plant. Work includes Headworks new equipment, new Odor Control System, new volume to existing basins, new clarifier, reconfiguring of existing emergency power to back-up entire plant, demo of old MCC's.

Double RL DSWTP (\$165,723)

New construction on 30 GPM pretreatment sediment filter, water softener, brine settling tank, RO skid, high service pumps, instrumentation, lights, controls.

Orchard City Water Treatment Plant Upgrades (\$254,410)

Remodel of existing water treatment plant. Addition of new 700 GPM US Filter and new instrumentation and controls for three filters.

Town of Cedaredge Wastewater Treatment Facility (\$619,748)

New Construction of 1.5 MGD wastewater plant.

Santa Rita Water Reclamation Facility, Durango CO (\$6.1M)

New construction and remodel project, expanding from 2.8 million gallons per day (MGD) to 3.4 MGD.

Ute Water MCC Room Relocate (\$770k)

Relocation of existing MCC room and all associated equipment.

Silt Pump Station (\$1.26)

Demo of old water district pumping station and installation of new systems within existing facility.

Snowmass Water Treatment Plant (\$1.7)

Upgrade to existing water treatment facility and 44,000 square foot expansion.

Rifle Regional Water Purification Facility, Rifle CO (\$3.4M)

Electrical construction of a new regional waste water facility. Pulled 5kv cable from 2 solar array structures to Sun Edison's inverter and transformers then paralleled them to the building switchgear. These two arrays will supply the Rifle Waste Water Treatment Plant.

Beavertail Tunnels, Mesa County CO

Demolition of existing lighting fixture system and installation of new lighting throughout the east-bound and west-bound tunnels along I-70 beneath Beaver Mountain.

Shane Moe



References:

Moltz Construction, Inc.
Cole Philips
719-539-7319

Ute Water Conservation District
Ben Hoffman
970-986-7229

City of Rifle
Robert Burns
970-379-6162

Clifton Sanitation District
Eli Jennings
970-443-5451

Archer Western
Bruce Moody
970-3898920

Property Discharge Water Treatment Plant, Climax, Colorado

Electrical construction of a new Water Treatment Plant. Phase I included Grounding, Temporary Facilities, and Installation of owner furnished equipment in Metals building, Filter building, and Events Pond. This project was awarded Silver at the 2014 AGC ACE Awards under the category "Meeting the challenge of a difficult job."

Summitville, Del Norte, Colorado

Electrical construction of 18,000 square foot treatment plant building with a 70-foot diameter clarifier. Plant is designed with a 1,600 gallon per minute capacity with a main process area with tanks and treatment equipment: a 2-story office area with laboratories; and a garage and maintenance.

Foreman

Persigo A Basin Mods, Grand Junction , Colorado

Modification of A Basin, furnishing and installing electrical, instrumentation, and controls in existing wastewater treatment plant.

Regional Wastewater Treatment Plant, Clifton, Colorado

New construction providing complete electrical scope of work for wastewater treatment plant.

Wastewater Treatment Plant, Montrose, Colorado

Electrical scope of work for installation of new motor control center for Oxidation Lagoon pumps and various controls.

Palisade Water, Ute Water Upgrade, Clifton Water Phase II

New electrical service equipment and instrumentation modifications. Scopes of work at these sites included demolition of old instrumentation and controls, replacement of a UPS Panel and Compressor and Dryer, feed for new transformer for UPS, and UPS conduit to MCB. Compressor and dryer, VFD and Power Conduit to Filters, 30' Valve Actuator, Switch Gear, two compressors, conduit for the generator, process area and north wall, Damper Motor, EF1 & EF2, Feeders, Flocc Motors, HOAs, Level Transmitter, MAG Meter, MAU, Motor Control Center, 150 volt KVA Transformer, New Tangent and Transition Poles, Wall Mixing Stations, PLC, PP3, LP3 and 75 KVA Transformer, Primary and Secondary Coagulants, RTU-1, and Turbid Meter.

Kessler Canyon Nature Ranch, Garfield County, Colorado

Foreman. Supply and installation of the electrical primary feeds and distribution equipment along with the backbone cabling system.

Bill Clark



TITLE

Superintendent

YEARS OF EXPERIENCE

Since 2015

EDUCATION/TECHNICAL TRAINING

IBEW/NECA Apprenticeship
IBEW Code of Excellence

CERTIFICATIONS

State of Colorado Journeyman Electrical License
Arc Flash NFPA 70E Training
OSHA 30 Hour Certification
First Aid and CPR Certification

AFFILIATIONS

International Brotherhood of Electrical Workers
(IBEW)

National Electrical Contractors Association
(NECA)

WORK HISTORY

Superintendent/General Foreman

Avon Wastewater Treatment Facility (\$5.5M)

New construction and remodel project for nutrient upgrades on 4.3 MGD plant. Work includes Headworks new equipment, new Odor Control System, new volume to existing basins, new clarifier, reconfiguring of existing emergency power to back-up entire plant, demo of old MCC's.

Ute Water MCC Room Relocate (\$770k)

Relocation of existing MCC room and all associated equipment.

Silt Pump Station (\$1.26)

Demo of old water district pumping station and installation of new systems within existing facility.

Snowmass Water Treatment Plant (\$1.7)

Upgrade to existing water treatment facility and 44,000 square foot expansion.

Rifle Regional Water Purification Facility, Rifle CO (\$3.4M)

Electrical construction of a new regional clean water treatment facility.

Beavertail Tunnels, Mesa County CO

Demolition of existing lighting fixture system and installation of new lighting throughout the east-bound and west-bound tunnels along I-70 beneath Beaver Mountain.

Anthony Gibney



TITLE

**PROJECT
ENGINEER**

YEARS OF EXPERIENCE

2005 – Current

EDUCATION TRAINING

IBEW/NECA Apprenticeship
Colorado State University
Bachelor of Science Project Management

CERTIFICATIONS

State of Colorado Electrical Journeyman
License

30 Hours OSHA Certification

AFFILIATIONS

International Brotherhood of Electrical
Workers (IBEW)

REFERENCES

Cody Roth, Project Manager
Intermountain Electric
720-838-1662
croth@IMElect.com

WORK HISTORY

Sturgeon Electric - May 2021 – Present **Project Engineer**

- Assist Project Management Teams between large and service projects.

Intermountain Electric - August 2019 – May 2021 **Project Engineer**

- Managed Project team at Denver International Airport Concourse B East Expansion Project.

Knoxville Utility Board – November 2017- August 2019 **Electric Substation Technician**

- Team Member of electrical substation group, installed, tested, and maintained all transmission and distribution substation components.

Walker Electric – January 2017 – October 2017 **Journeyman Wireman**

- Multiple projects with the Supercomputer at Oak Ridge National Laboratory.

Pat Murphy Electric - July 2016 – January 2017 **Service Technician**

Sturgeon Electric – August 2005 – May 2016 **Foreman**

- Boulder Community Hospital



8130 Shaffer Parkway, Unit A

Littleton, CO 80127

PHONE: 720-344-7771

FAX: 720-344-7460

Project Bid

Project: Persigo WWTP Expansion Work
Package WP-2A Precon & MCC's
Engineer: Burns & McDonnell

Browns Hill Job #: 23-822
Date: May 18, 2023

Bid Date: May 19, 2023

Bid Time: 2:00pm

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical specifically listed in the following "Scope of Work".
In compliance with plan drawings and specifications sections listed:

Scope of Work:

Enclosures and Equipment

Provide the following in accordance with the requirements of the contract documents:

- Switchboard SWBD-401
- Switchboard SWBD-402
- Switchboard Maintenance Materials- per spec 262413-3 J.
- Switchboard Field Quality Control- per spec 262413-10 3.04
- Switchboard Training- per spec 262413-12 3.08
- Active Harmonic Filters 300Amp (4)
- AHF Maintenance Materials- per spec 262536-2 1.07 H.
- AHF Field Quality Control- per spec 263526-7 3.03
- AHF Training- per spec 263526-8 3.06
- Motor Control Center MCC-901
- Motor Control Center MCC-001
- Motor Control Center MCC-401
- Motor Control Center MCC-402
- Motor Control Maintenance Materials- per spec section 262419-4 I.
- Motor Control Field Quality Control- per spec section 262419-11 3.03
- Motor Control Center Training- per spec section 262419-12 3.06
- VFD Field Quality Control- per spec section 262923-7 3.03
- VFD Training- per spec section 262923-9 3.07
- Design Meetings: (48 Hours)

This proposal includes all submittals, drawings, factory tests, field inspections, field testing, operator/maintenance training and startup services as required in the contract documents.

Only items listed on this scope of work are included in this pricing.

Exclusions: The following items are specifically excluded from this scope of work. These items are noted for clarification purposes. This list is not intended to include all items on the project that are excluded.

- Overcurrent Protective Device Coordination Study- per spec section 260573
- Electrical & Controls Demolition
- NETA Electrical Testing

- All costs for onsite storage, handling and equipment protection.
- Installation of in-line devices
- All warranties will be FOB the equipment manufacturers repair facility
- All field wire/cable installation and field terminations
- All costs associated with field installation of equipment and devices
- All costs associated with cutting, patching and painting
- No local taxes or federal taxes have been included in this proposal.
- No bonding costs have been included in this proposal.

Addendums included: 2

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

MCC Equipment Procurement Lump Sum Cost

\$2,450,912 and no/100 dollars

Preconstruction Services Lump Sum Cost

\$4,200 and no/100 dollars

Lead Times- After approved submittals

Motor Control Centers 345 working days

Switchboards 390 working days

Harmonic Filters 160 working days

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Josh Johnson- Lead Estimator jjohnson@brownshilleng.com
Browns Hill Engineering & Controls, LLC

PERSIGO WWTP EXPANSION – WORK PACKAGE 2A PROPOSAL



PROPOSAL

Submitted To:

Mr. Toby Reid
Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

Submitted by:

Marty Sandersen
Preconstruction Manager
(303) 241-7052
msandersen@imelect.com

ime
INTERMOUNTAIN ELECTRIC

A QUANTA SERVICES COMPANY

May 19, 2023

Attention: Mr. Toby Reid
Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

Reference: Persigo Wastewater Treatment Plant
2145 River Road
Grand Junction, CO 81505

Subject: Electrical Bid Package 2A
Procurement of Long Lead Electrical Equipment &
Preconstruction Services

Dear Mr. Reid,

Intermountain Electric is pleased to offer our pricing for the above referenced project based on the following information:

Bid Item 1: Switchboard & MCC Procurement	\$ 2,514,755.00
Bid Item 2: Electrical Preconstruction Services	<u>\$ 25,335.00</u>
Lump Sum Base Bid Cost	\$ 2,540,090.00

Pricing and Scope are based on the following documents:

Burns & McDonnell 60% Drawings dated February 2023
Burns & McDonnell 60% Technical Specifications dated February 2023
Work Package 2A Request for Proposal dated April 2023

We Acknowledge the Following Addendums:

Addendum No. 1 Dated May 8, 2023

Addendum No. 2 Dated May 11, 2023

The following inclusions, exclusions, and clarifications are an integral part of this proposal:

Bid Item 1 Inclusions:

- Provide one (1) new 4000Amp, 277/480V, 3-Phase, 4-Wire, 100KAIC, Service Entrance Rated Switchboard complete with Integral Power Quality Meter, Integral Surge Protection Device and all Feeder Breakers shown on drawing AS-E-602, Rev-C dated May 11, 2023: **SWBD-401**
- Provide one (1) new 4000Amp, 277/480V, 3-Phase, 4-Wire, 100KAIC, Service Entrance Rated Switchboard complete with Integral Power Quality Meter, Integral Surge Protection Device and all Feeder Breakers shown on drawing AS-E-603, Rev-C dated May 11, 2023: **SWBD-402**
- Provide one (1) new 2500Amp, 277/480V, 3-Phase, 4-Wire, 65KAIC Service Entrance Rated Motor Control Center complete with 2500Amp, 3-Pole Main Circuit Breaker, Integral Power Quality Meter, Integral Surge Protection Device, two (2) Integral 150Amp Active Harmonic Filters and all Feeder Breakers, Full Voltage Non-Reversing Motor Starters and Variable Frequency Drives as shown on drawings DW-E-601, Rev-C and DW-E-602, Rev-C dated April 19, 2023: **MCC-901**
- Provide one (1) new 1200Amp, 277/480V, 3-Phase, 4-Wire, 35KAIC Service Entrance Rated Motor Control Center complete with two (2) 1200Amp, 3-Pole Main Circuit Breakers, one (1) Automatic Transfer Controller (ATC), two (2) Integral Power Quality Meters, one (1) Integral Surge Protection Device, one (1) Integral 60Amp Active Harmonic Filter and all Feeder Breakers, Full Voltage Non-Reversing Motor Starters and Variable Frequency Drives as shown on drawings HWE-E-601, Rev-C dated April 19, 2023: **MCC-001**
- Provide one (1) new 800Amp, 480V, 3-Phase, 3-Wire, 100KAIC Service Entrance Rated, Main Lug Only Motor Control Center complete with all Feeder Breakers and Variable Frequency Drives as shown on drawing AS-E-602, Rev-C dated May 11, 2023: **MCC-401**
- Provide one (1) new 800Amp, 480V, 3-Phase, 3-Wire, 100KAIC Service Entrance Rated, Main Lug Only Motor Control Center complete with all Feeder Breakers and Variable Frequency Drives as shown on drawing AS-E-603, Rev-C dated May 11, 2023: **MCC-402**
- Provide four (4) new 300Amp Active Harmonic Filter Enclosures: **SWBD-401-1 SWBD-401-2, SWBD-402-1 & SWBD-402-2**
- Provide all new Switchboard Maintenance Materials per Specification Section 262413-1.06J.
- Provide all Switchboard Field Quality Control per Specification Section 262413-3.04.
- Provide all Switchboard Training per Specification Section 262413-3.08.
- Provide all new Active Harmonic Filter Maintenance Materials per Specification Section 262536- 1.07H.
- Provide all Active Harmonic Filter Field Quality Control per Specification Section 263526- 3.03.
- Provide all Active Harmonic Filter Training per Specification Section 263526-3.06.

- Provide all new Motor Control Center Maintenance Materials per Specification Section 262419-1.07I.
- Provide all Motor Control Center Field Quality Control per Specification Section 262419-3.03.
- Provide all Motor Control Center Training per Specification Section 262419-3.06.
- Provide all Variable Frequency Drive Field Quality Control per Specification Section 262923-3.03.
- Provide all Variable Frequency Drive Training per Specification Section 262923-3.07.
- Provide Project Manager / Project Engineer to place long-lead gear purchase orders and review / process all submittals & shop drawings associated with gear package.

Bid Item 2 Inclusions:

- Preconstruction Services for the following:
 - Participate in Constructability Reviews as needed
 - Provide Value Engineering Ideas and Cost Analysis associated with each
 - Provide Cost Estimating @ the 90% DD Milestone and the 100% CD Milestone
 - Participate in Design Review Meetings with the Project Team
 - Work with Project Team to Identify additional Long-Lead Materials which may impact the project schedule
 - Provide Project Schedule Input (Activities & Durations) to Garney Construction
 - Attend six (6) – 2 Hour Progress Meetings
 - Attend one (1) – 8 Hour Design Workshop
 - Attend two (2) – 4 Hour Cost Review Workshops
 - Attend two (2) – Design Review Meetings to provide Schedule Input, Value Engineering ideas and Constructability Input
 - Provide Final GMP Proposal covering all Future Work Package 2B Scope of Work

Exclusions:

- All Federal, State, Local, County, City, RTD and USE Taxes.
- Bid Bond.
- Payment & Performance Bond (See Adder Below).
- All Permit Fees.
- Providing the Arc Flash / Overcurrent Protective Device Coordination Study per Specification Section 260573.
- All costs associated with on-site Equipment Storage.
- Off-Loading and Setting all Equipment in-Place. This will be included in Work Package 2B.

- Providing any Electrical Equipment and Materials not specifically listed above.
- Providing all Instrumentation & Control Equipment, Field Devices, Software, Hardware & Programming. This scope of work to be included in Work Package 2B.
- Providing and installing all Light Fixtures, Lighting Control, Grounding, Fire Alarm, Security, Communication, Lightning Protection, Process and General Power. This scope of work to be included in Work Package 2B.

Clarifications

- Payment terms are net 15. Retention on 10% up to 50% of project completion and no retainage after 50% completion. 5% mobilization to be billed the first month.
- Any charges for collection in event of late or nonpayment, including but not limited to interest at 1.5% per month, legal fees, court costs, agency fees, and remobilization in the case of work stoppage, will be added to the proposal amount.
- This proposal supersedes any and all other agreements either oral or in writing between the parties with respect to the subject matter hereof and contains all covenants and agreements between the parties with respect to the matters in this proposal.
- Our proposal is valid for 60 days and is based on the execution of a mutually acceptable detailed contract that is consistent with the terms of this proposal. IME may terminate this proposal at any time if the parties are unable to agree on the terms of a detailed contract. Upon such termination, IME shall be compensated for any work performed and materials procured at your written request.
- IME shall not be held liable for errors or omissions in designs by others, nor inadequacies of materials and equipment specified or supplied by others.
- In no event will IME be liable for any punitive, special, indirect, incidental, or consequential damages of any kind arising under or in connection with this proposal. IME's total liability for the work described in this proposal shall not exceed the price provided in this proposal. All indemnification obligations will be negligence based and reciprocal.
- The Impacts of the Coronavirus cannot be reasonably determined at this time. This proposal does not account for any potential adverse impacts of the Coronavirus on IME performance of obligations. In the event of any delays and adverse impacts, IME reserves the right for an equitable adjustment of the schedule and prices herein to offset the effects of the Coronavirus delays.
- Notwithstanding any provision herein to the contrary, in the event that, during the performance of this agreement, the price of luminaires, gear, devices, conduit, wire and/or other necessary commodities increases, through no fault of Intermountain Electric, the price of any materials components, or goods to be furnished under this agreement shall be equitably adjusted by an amount reasonably necessary to cover any such significant price

increases. As used herein, a significant price increase shall mean any increase in price exceeding 10 percent (10%) experienced by Intermountain Electric from the date of this agreement. Such price increases shall be documented through commercial quotes, invoices receipts or other such documentation. Where the delivery of materials, components, or goods required under this agreement is delayed, through no fault of Intermountain Electric as a result of the shortage or unavailability of commodities, raw materials, components and/or products, Intermountain Electric shall not be liable for any additional costs or damages associated with such delay(s).

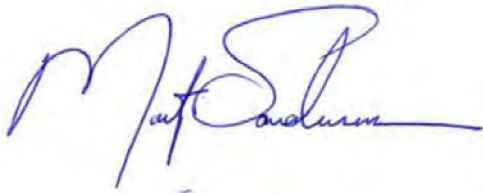
Current Equipment Lead Times – After Approved Submittals:

- Active Harmonic Filters – 160 Working Days
- Motor Control Centers – 345 Working Days
- Switchboards – 390 Working Days

Payment & Performance Bond Adder .005

We appreciate the opportunity to partner with Garney Construction on this project. If you have any questions, please feel free to give us a call.

Sincerely,



Marty Sandersen
Preconstruction Manager
(303) 241-7052
msandersen@imelect.com

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

**00 40 00 – BID FORM – CITY OF GRAND JUNCTION
PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND ELECTRICAL
MCC EQUIPMENT PROCUREMENT**

BID PROPOSAL FROM: Intermountain Electric, Inc.
(Hereinafter called "Bidder")

SUBMITTED TO: Toby Reid (toby.reid@garney.com)
Garney Construction
7911 Shaffer Parkway
Littleton, CO 80127

DATE: 5/19/2023

The Bidder, in compliance with this invitation for bids for Preconstruction Services and MCC Procurement for the **Persigo WWTP Phase 1 Expansion Project**, confirms the following:

(Please check boxes):

- ☒ Examined the Plans and Specifications prepared by the Engineers and the Instructions To Bidders, Special Conditions, General Conditions, Supplementary Conditions, and General Requirements of Division 1 as compiled by Garney. This includes review and inclusion of all applicable Division 01,05,09,26 and 40 General/General Provision specifications.
- ☒ The bid amount is to cover all costs incurred in performing the work required for that contract Work Package under the Contract Documents, of which this Bid Proposal is a part.
- ☒ Safety Questionnaire is completed
- ☒ The Bidder has reviewed the qualifications required per the specifications for the scopes of work they are bidding and will provide documentation of such if awarded the contract.
- ☒ The Bidder will provide a Supply and Payment Bond on forms provided, made in favor of Garney and the Owner, if requested, in the sum of 100% of our Contract Amount. The premium for any bonds is NOT to be included in the base bid.
- ☒ The Bidder, if awarded a Contract, agrees to commence work and to complete this Contract Package in accordance with this schedule as established by and with Garney.
- ☒ The Bidder acknowledges receipt of the following Addenda: 1 & 2
- ☒ The Bidder has provided a **Detailed Bid Proposal/Quote to accompany this completed Bid Form.**
- ☐ The Bidder has reviewed and will execute the standard Garney Subcontract as it is written.
See page 3 of Bid Form.

PERSIGO WWTP PHASE 1 EXPANSION PROJECT

**WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

BASE BID – Work Package 2A

The undersigned agrees to perform all work required by this RFP / Specification Section(s) / scope(s) of work:

WORK PACKAGE 2A – Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement:

1. Provide Engineering and Submittals and Purchase major long-lead Electrical Equipment (MCCs) as specified in the contract documents issued with this RFP
2. Participate in constructability reviews, value engineering, cost estimating, and design reviews while the design progresses from 60% to 100%. Allow for the following:
 - a. 6 ea – 2-hour progress meetings
 - b. 1 ea – 8-hour design workshops
 - c. 2 ea – 4-hour cost review workshops
 - d. 2 ea – design reviews, providing schedule input, value engineering and constructability input.
 - e. Advise on additional long lead equipment and early procurement opportunities.
 - f. Provide a formal GMP proposal for Work Package 2B with written scope based on the information gained from the workshops

Lump Sum Price for 1. MCC Equipment Procurement \$ 2,514,755

Lump Sum Price for 2. Preconstruction Services \$ 25,335

Total Price for schedule A and B as described above and in the Contract Documents:

Two million, five hundred and forty thousand, and ninety DOLLARS

(\$ 2,540,090)

BOND – PERFORMANCE & PAYMENT

The undersigned agrees to provide a bond in the value of 100% of the bid amount, in the amount as follows:

Bond Rate of (0.5 %)

INCLUDE THE FOLLOWING ITEMS WITH YOUR BID:

Company Information

Include general marketing information and current bonding capacity.

Safety Questionnaire

Filled out completely and include other data as necessary.

Key Personnel

Names and Resumes of Project Executive, Project Manager, Superintendent, Project Engineer dedicated

PERSIGO WWTP PHASE 1 EXPANSION PROJECT

**WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND ELECTRICAL MCC EQUIPMENT PROCUREMENT**

to this Project for Work Package 2A and 2B (If Selected)

Electrical Equipment Vendor and/or Integrator Scope Information

Include Vendor Scope of Supply with Equipment Submittal Lead Times, Equipment Delivery Durations
Provide these dates applicable to the work included in your Bid Proposal.

Unit Prices.

Provide Unit Prices for Direct and Indirect Labor used for Change Order pricing
Provide Overhead and Profit percentage used for Material and Equipment pricing on Change Orders. Bond
cost at the percentage above will be added to change orders. No additional markups will be included on
Change Orders.

Agreement to Accept the Terms and Provisions of the RFP Documents:

Proposer has reviewed the provisions of the RFP, the RFP Documents attached to the RFP, and the Addenda received
and **agrees to accept the Terms and Conditions *without exception*** on a subcontract that results from this RFP.

☐ YES ☒ NO If NO, Proposer's exceptions to the Terms and Conditions are listed below:

Once a copy of Garney Construction's Terms and Conditions and Standard Subcontract are
available to review, IME will review internally and be able to provide Garney Construction with
a determination on whether we accept or have exceptions to any of the terms.

Proposer understands that exceptions may be grounds for rejection of the Proposal:

Authorization:

The undersigned, having carefully examined the RFP Documents hereby offers and agrees to furnish all goods and services for
the proposal sums proposed above and in accordance with the provisions set forth in the RFP Documents and the Proposal
Form. The undersigned also understands and accepts that the Owner and Garney reserve the right to reject any or all Bid
Proposals and to waive any informalities or irregularities therein.

The undersigned will execute Garney's Standard Subcontract and provide required bonds and insurance, as applicable,
within 15 days upon receipt.

Intermountain Electric, Inc.

PROPOSER'S CORPORATE NAME

303-733-7248

TELEPHONE NUMBER

Jason Clay

PRINTED NAME OF AUTHORIZED PERSON

Vice President

TITLE OF AUTHORIZED PERSON


SIGNATURE OF AUTHORIZED PERSON

5/19/2023

DATE

END OF SECTION

Intermountain Electric (IME) is a Denver based corporation that has been serving the Western US since 1946. IME is currently licensed to perform work in Nevada, Colorado, Wyoming, Utah and California. IME has permanent office locations in Denver, CO, Reno, NV, and Windsor, CO.

Over the last 75 years, IME has cultivated a slow and steady pattern of growth through our commitment to our client relationships and savvy project selection. In accordance with this growth, Intermountain has expanded its capabilities to fill the gaps in the market for innovative and quality driven electrical offerings. Our preferred scopes of work now include not only construction and service, but medium voltage, electrical testing, controls, and scanning services. With a vast array of resources, IME provides our customers and clients with a trusted avenue for all electrical construction needs.

Special Projects Team

Our Special Projects Team is known for their longstanding relationships with their clients, some lasting over 20 years. The team specializes in municipal, federal, mining, utility, and wastewater work.

IME's Special Projects Team is experienced in risk mitigation and is known for identification of potential problems before incident. They take a proactive approach and believe that open, honest communication between all trade partners is a necessity in ensuring the success of a job.

IME's Special Projects Team is renewing its focus in the water and wastewater sector. Individuals comprising the team have an established history with municipal water and wastewater work, as well as experience working on Colorado's western slope. IME's proposed Preconstruction Manager and Senior Estimator both have over 25 years of experience in estimating, material procurement and project management within the electrical water and wastewater sector.

Personnel

IME is continually recruiting the most qualified electrical craft and personnel available. We have a dedicated team focused specifically on identifying the best individuals to fulfill the needs of our clients, and who actively monitors the progress and success of each employee. Our goal is to provide the best talent available and to retain and train the talent that we gain as a company. As a proud member of the International Brotherhood of Electrical Workers (IBEW), IME is committed to keeping the local workforce productive and moving forward, both by offering hiring opportunities and continuous training.

Our Industrial Special Projects Team is currently based out of our Windsor, CO office. The team is staffed with highly experienced individuals, willing to travel to their worksites.

Safety

At IME, safety is paramount. We are proud of our safety program and accomplishments. All job sites conduct daily Job Hazard Analyses and weekly safety toolbox meetings. These procedures are overseen by our safety committee and our Safety Leadership Team. We currently have an EMR rating of .65. We continue to be recognized as an electrical partner who demands the highest level of safety expectations from all our employees.

Ownership and Finances

As a wholly owned subsidiary of Quanta Services, Inc. (NYSE:PWR), the largest electrical and specialty contractor in the United States, we have the financial, bonding and manpower resources to successfully manage any project. IME leverages the full power of Quanta Services' manpower equipment, purchasing, geographical reach and financial strength. This power makes IME more reliable to all our clients, completing every project and doing so with an industry-leading safety record.

IME is bonded through the Federal Insurance Company and has a single bond capacity of \$100,000,000 and an aggregate limit in excess of \$500,000,000.

To access Quanta Services' financial reports, click the following link:

<https://investors.quantaservices.com/financial-information/annual-reports>

Persigo Wastewater Treatment Plant Phase 1 Expansion

Executive Leadership

Jason Clay
Vice President



Tom Sutton
Director of Service and Special Projects



Preconstruction, Design and Estimating

Marty Sandersen
Preconstruction Manager



Robb Herder
Senior Estimator



Mike Bishop
BIM/VDC/Fabrication Manager



Project Oversight and Management

Jesse Sherwood
Operations Manager



Darrin Cook
Operations Manager - Northern Colorado



Field Team Leadership

Mike Pappas
Superintendent



Jesse Sherwood

Operations Manager



Mr. Sherwood joined IME in 2022 with over 22 years of experience in the electrical industry. Jesse has a background of over 10 years as an Operations Manager. Jesse manages and ensures we maintain a cohesive operational unit within IME's large construction division. He assists in contract negotiation, pre-bid planning, project initiation, monitors project progress and finances.

Jesse has a deep understanding of how to find success in the preconstruction and management of industrial electrical work along the Colorado Front Range. Jesse has been the Operations Manager for the industrial divisions of Weifield Group, Kenny Electric, Northern Electric, and The Industrial Company (TIC) over the course of his career.

Project Experience

Binney Connecting Treatment and Plumbing Package

Jesse was the Project Executive for the construction of the connections to the pre-existing Binney Water Purification Facility to include the following: flow monitoring facility, chemical building, chlorine basin, pumping, and related appurtenances.

Jewell Gas Plant, WY

Jesse oversaw the construction of a new 40 MMcfd cryogenic natural gas processing plant near Gillette, WY. The design-build scope involved laying over 4,000-feet of cable tray, 43.5 miles of cable, and nearly five miles of conduit.

Leprino WW Treatment Plant

Jesse oversaw the installation of an extensive underground electrical conduit system for the new facility, and a \$2M contract for electrical support and services for the facility. The scope involved the installation of aluminum conduit, fiber optic cable, voice/data, and Intermediate Distribution Frames installation, and the installation of all instrument devices provided by the owner.

Additional Industrial Projects Include:

Climax Mine 2010 Restart Project – Phase II
Ft. St. Vrain Expansion Project
GCC Rio Grande Cement Plant
CC-81 Map Electrical and Instrumentation (Kennecott Utah Copper)
Smucker's Uncrustables Manufacturing Plant
Leprino Milk Receiving Room Addition

Credentials / Licensure

- Journeyman License
- First Aid and CPR
- OSHA 30
- San Juan Community College, NM

Experience:
23 Years

With IME
since 2022

Darrin Cook

Operations Manager: Service and Special Projects



Darrin Cook is currently an Operations Manager of Special Projects for IME and has been with the company since 1993. His responsibilities as Manager of Special Projects includes establishing project objectives, policies, procedures, and performance standards within boundaries of corporate policies, as well as planning and organizing of projects. He provides initial client contact to assess scope of work, schedule, and resources necessary to successfully complete a project.

Project Experience

Hayden Xcel Energy Plant

Design / Assist work, extensive commissioning assistance.

Woodward, Inc.

IME has performed the service and maintenance for Woodward at both their Fort Collins and Loveland campuses on a nearly uninterrupted basis since the completion of the Turbo Facility.

Xcel Energy

Ft. St. Vrain, Pawnee, Cabin Creek, Cherokee, Cameo, Arapahoe, Comanche.

Work consisted of all facets of Coal Fire Generation Facilities, Hydro Facilities and Gas Generation Facilities for Xcel Energy. Convenience power for welders, receptacles, lighting, etc. Environmental project as well including CEMS and CO2 monitoring and water quality control, including AC power requirements and installation of the control devices and wiring, assisting in the test and turn of these systems. Communication systems such as standard network, radio and wireless equipment, Gai-tronics and fiber optics. Control upgrades on these facilities over the years including installation of complete DCS systems, primary GSU transformer, pneumatic replacement of control devices, vibration monitoring, dust collection systems, heat tracing, flame detection and general plant controls. Fire detection wiring on cooling towers, heat trace replacement and repair, CO2 detection system install, cooling tower lighting replacement, CEMS installation, flame detectors and pump upgrades.

Henderson Mine/Mill

IME has completed various site projects and maintenance at the mill from 2007-2023. Some examples of projects completed on site include: installing new power, lighting, and controls for 100-ton truck chutes; upgrading automation on cement plant; upgrading transformers, switch gear, and VFD's for two 5kV 5000hp exhaust fans; installing VFD's for ten-mile conveyor system; new construction on ore pile power automation and lighting; upgrading cyclone motor drives, installing an 1000kW backup generator to refeed four load centers for essential equipment; and completing a primary Mill starter and controls upgrade.

Credentials / Licensure

- First Aid and CPR
- NECA Field
- Supervision Training
- EPS I, II, III NECA Training
- Colorado Master Electrician License
- First Aid and CPR

Experience:
29 Years

With IME
20 years

Marty Sandersen

Preconstruction Manager



Mr. Sandersen has joined IME with over 30 years of experience as an estimator, project manager and Sr. Preconstruction Manager. He specializes in all phases of electrical construction including new construction, industrial work, and water and wastewater treatment plants. Marty has a long history of successful work with Denver Water, Metro Wastewater and several other municipalities on cost estimating along with constructability / design reviews. Marty has a team-focused approach that lends itself well to collaborating with other disciplines to produce the best possible product.

Project Experience

Denver Water – Marston Treatment Plant Pump Station Rehab

Sr. Estimator in charge of preparing estimate for the Marston Pump Station Upgrade. Work included complete replacement of all Switchgear, Feeders, Variable Frequency Drives, PLC Controls and Grounding. Design and install a Temporary Power System to keep the pump Station Operational during construction.

Parker Water & Sanitation – Canyons & Ridgeway Well Houses

Sr. Estimator in charge of preparing estimate for the PWSD Canyons & Ridgeway Well House Project. Work included new Fiber Optic Duct Bank between Well Houses (Approx. 3 Miles), installation of new Underground 480V Duct Bank, Low Voltage Distribution Switchgear, Medium Voltage Underground Feeders and Control Cable to multiple Well Sites, Grounding, PLC Controls, Field Instruments, Control Cabling, Lighting, Mechanical, Fire Alarm & Security Systems.

Metro Wastewater Plant – PAR1244 Solids Handling Facility

Sr. Estimator in charge of preparing estimate for the PAR1244 Solids Handling Project. Work included installation of new Underground MV Duct Bank & Feeders, Main Power Transformers, Multiple 480V Motor Control Centers, Variable Frequency Drives, Extensive Cable Tray System, 480V Feeders, Grounding, PLC Controls, Gai-Tronics Paging System, Lighting, Lighting Controls, General Receptacles, Field Instruments and Control Cabling.

Metro Wastewater Plant – PAR1225

Sr. Estimator in charge of preparing estimate for the PAR1225 Grease Removal Project. Work included installation of new Underground MV Feeders, Main Power Transformers, Diesel Powered Generators, Multiple 480V Motor Control Centers, Variable Frequency Drives, Extensive Cable Tray System, 480V Feeders, Grounding, Gai-Tronics Paging System, Lighting, Lighting Controls, PLC Controls, Field Instruments and Control Cabling.

Credentials / Licensure

- 1981 Graduate of Niwot High School IEC Electrical Apprenticeship Program
- Journeyman Electrician
- First Aid and CPR

Experience:
39 Years

With IME
since 2023

Robb Herder

Senior Estimator



Mr. Herder has been with IME since 2023. Robb is joining IME with decades of experience in electrical estimating for a number of companies across Colorado. Robb specializes in detailed take off, Design Build and budgetary estimates and bids. He has extensive knowledge of Data Track, McCormick, ACCUBID and Timberline Estimating Systems. Robb enjoys working with clients and their end users on projects to meet their specific requirements and wants and to provide them the best pricing and information for them to understand and the ability to make their decisions.

Project Experience

Robb has been an electrical Estimator for Industrial, Water and Wastewater Treatment Facilities and Federal Projects for over 20 years. He has experience working in this role for Weifield Group, Guarantee Electric, Sturgeon Electric, Black & Veatch and MWH Constructors.

Recent Projects Estimated:

- City of Arvada – Ralston WTP – Solids / Filter Improvement
- City of Boulder – Main Sewer Improvements
- City of Thornton – Stanley Lake Emergency Valve Replacement
- Larimer County – Behavioral Health Facility
- Denver Water – Multiple Projects
- St. Vrain Water & Sanitation District – Multiple Projects
- City of Brighton – Multiple Projects
- Buckley Air Force Base – Multiple Projects
- Breckenridge 2nd WTP and RAW Water Pump Station
- Parker Water & Sanitation District North and South Water Reclamation Facility
- City of Fort Collins, Boxelder Sanitation District WWTP
- City of Broomfield WTP Expansion Phase III
- TRA WTP Phase III for the City of Dallas, CDM Smith Design
- NEWP City of Houston, 240mg Water Treatment Plant Expansion Design Build
- Stickney Phosphorus Facility, Chicago Illinois, conceptual estimate
- Midland Well Pumping and Pump Station, 26 miles of 13.8kv transmission line with 30mg pumping station
- BHP/Bechtel- Chile Copper Mine, 240mls Design build Desalinization and Water Treatment Plant in Escondido Chile, 10% to 30% estimates

Credentials / Licensure

- Journeyman License
- A.A. in Architecture for Commercial and Residential Construction
- First Aid and CPR

Experience:
42 Years

With IME
since 2023

Mike Bishop

BIM / VDC/ Fabrication Manager



Mr. Bishop has been with Intermountain Electric since 2013. As the leader of the BIM department, he contributes to model development and innovative approaches to project completion. Mike's experience in design-build projects, existing spaces and large-scale construction has provided him with a wealth of knowledge to apply to design and construction. His collaboration with IME's field, innovation and fabrication teams, the project design team and the other sub-contractors allows him to bring a holistic approach to design and project execution.

Project Experience

British Petroleum (BP) Naphtha Hydrotreater (NHT)

Mike led IME's BIM and design services as they supported MJ Electric during the new construction of a \$300 million naphtha hydrotreater facility at BP's Whiting Refinery. Project scope included full power, lighting, heat trace and instrumentation to support this massive industrial project. IME's BIM team modeled and coordinated equipment, conduit, cable tray, devices, lighting and supports to maximize value to the project. The preplanning efforts improved project scheduling and sequencing, reduced rework, increased prefabrication, improved safety and reduced direct labor requirements by 10%.

Green Bay Packaging – Paper Machine

Mike's team provided BIM/VDC modeling and coordination of power, control, instrumentation and fiber optics cable tray systems for the \$500 million project to support MJ Electric's field installation. Hangers and supports were modeled and prefabricated by Mike's team off-site which expedited installation and provided consistent, high-quality assemblies to the job site.

Woodward Drake Campus

Mike functioned as the BIM Lead and VDC Manager of this remodel of existing office space, production facility and additional building, reprogrammed into a Hydraulics Test Facility. Design-Build, with Intermountain Electric acting as Prime contractor in partnership with BCER.

DEN EFSO Replacement

Mike's team provided BIM/VDC layout and delegated design submittals for Emergency Fuel Shutoff content to replace the existing system for the concourse expansion projects. As a class 1 hazardous location installation, additional efforts included 3D scanning confined space vaults to maximize preplanning efforts and minimize exposure to a potentially dangerous work environments.

Credentials / Licensure

- First Aid and CPR
- B.A. Environmental Design, Architecture Emphasis, CU Boulder, 2009
- OSHA 10

Experience:
10 Years

With IME
since 2013

Michael Pappas

Superintendent



Mr. Pappas has been with IME for over 8 years of his career, starting as an Apprentice and currently working as a Superintendent. Mike has an extensive amount of experience in field management, regularly leading large crew sizes of up to 40 or 50 electricians. Mike specializes in aviation, industrial and medium voltage work. He was awarded the IBEW Local 68 Jack Spar Award for being the top-rated Apprentice in his class in 2013.

Project Experience

DEN Concourse B-East Expansion BE06

Work involves the addition of a new east end Concourse B expansion including new gate hold rooms and ten additional jet bridges. IME is completing all electrical distribution, fire alarm and emergency systems on this addition. The new addition adds a substantial amount of square footage to the concourse's apron, main and mezzanine levels, allowing United Airlines the room they need to grow their operations at DEN. Mike managed a crew of up to 50 people at the peak of this job. IME was awarded the Subcontractor of the Month National Safety Award from the GC on this project.

DEN American Airlines Expansion

Work on this project involves building out a new Admirals Club and airline support space for American Airlines on Concourse C West. IME is completing all electrical and special systems scopes for renovations of space on the apron and mezzanine levels. Apron level work includes creating break rooms, locker rooms and administrative offices for staff. Mezzanine level work includes a new lounge, bar, and dining room with full kitchen space.

UPS Aurora 20K Peak Hub Conveyor System

Mike worked on the installation of a new 27K package a day conveyor system. This was a fast-paced project that included the installation of all new switchgear, lighting, and life safety systems. The IME Team was also responsible for all conveyor power and controls. The project was completed in 18 weeks.

DEN CUP R-22 Chiller Replacement

This project involved chiller replacements at Denver International Airport. The scope of work also included installing a new 4160V switchgear, limit amps, vfds, new electrical, controls, and fire alarm for the chiller upgrade.

DEN UAL-Siemens B Concourse Baggage Handling System

Work involved the construction of conveyor and lighting replacement for the DEN Concourse B baggage handling system. Scope included the installation of motor and control panelboards with an excess of 3 million feet of controls and power conductors along 6.63 miles of conveyor.

Credentials / Licensure

- Journeyman License
- NFPA 70E
- OSHA 30
- Certified Rigger and Signal Person
- MV Cable Preparation Certified
- Medium Voltage Splicing Certified
- Forklift and Aerial Lift Certified
- Fall Protection Certified
- Lock Out Tag Out (LOTO) Certified
- First Aid and CPR

Experience:
15 Years

With IME 8
years



00 46 00 Subcontractor Safety Questionnaire

1. List you company's insurance Experience Modification Rate for the last three years.
 EMOD rate: .66 Year: 2023
 EMOD rate: .65 Year: 2022
 EMOD rate: .64 Year: 2021
2. List your company's Incident Rate for the last 3 years.
 Incident rate: 0 Year: 2022
 Incident rate: .3 Year: 2021
 Incident rate: .46 Year: 2020
3. List your company's OSHA Recordable totals for the last 3 years
 OSHA Recordable rate: .57 Year: 2022
 OSHA Recordable rate: .79 Year: 2021
 OSHA Recordable rate: .74 Year: 2020
4. Has your company had any work-related fatal accidents in the last 5 years? Yes No X
5. Has your company received any OSHA citations in the last 3 years? Yes X No if yes list below. Less than Serious: SO cord had come out of cord cap slightly and wires were showing.
6. Are onsite safety meetings held? Yes X No . If yes, how often? Weekly
7. Does your company have a safety officer / department? Yes X No
8. Does your company have a written safety policy and procedures manual? Yes X No
9. Does your company have a new-hire orientation program? Yes X No
10. Does your company have a formal Hazardous Communication Program per OSHA guidelines?
 Yes X No
11. Does your company have documentation for Competent Person guidelines per OSHA 1926.32(:1) for specific jobs or tasks performed? Yes X No
12. Does your company have documentation for training to perform the scopes of work required on this project? Yes X No
13. Does your company have a Disciplinary Action Plan for safety rule violations?
 Yes X No
14. Is your company current with all OSHA chemical training and reporting (SDS)?
 Yes X No
15. Are your employees trained in Fall Protection? Yes X No
16. Are your employees trained in Confined Space Entry? Yes X No
17. Do you provide Medical Surveillance and Fit Testing for employees that have to wear respirators?
 Yes X No
18. Do you have employees trained in First Aid? Yes X No
19. Does your company require additional eye protection when using grinders, cut-off tools, or any other tool that has the potential to cause eye injuries? Yes X No
20. Does your company offer all PPE needed to your employees? Yes X No



8130 Shaffer Parkway, Unit A

Littleton, CO 80127

PHONE: 720-344-7771

FAX: 720-344-7460

Project Bid

Project: Persigo WWTP Expansion Work
Package WP-2A Precon & MCC's
Engineer: Burns & McDonnell

Browns Hill Job #: 23-822
Date: May 18, 2023

Bid Date: May 19, 2023

Bid Time: 2:00pm

Subject: Browns Hill Engineering & Controls, LLC herein proposes to furnish instrumentation, control systems and electrical specifically listed in the following "Scope of Work".
In compliance with plan drawings and specifications sections listed:

Scope of Work:

Enclosures and Equipment

Provide the following in accordance with the requirements of the contract documents:

- Switchboard SWBD-401
- Switchboard SWBD-402
- Switchboard Maintenance Materials- per spec 262413-3 J.
- Switchboard Field Quality Control- per spec 262413-10 3.04
- Switchboard Training- per spec 262413-12 3.08
- Active Harmonic Filters 300Amp (4)
- AHF Maintenance Materials- per spec 262536-2 1.07 H.
- AHF Field Quality Control- per spec 263526-7 3.03
- AHF Training- per spec 263526-8 3.06
- Motor Control Center MCC-901
- Motor Control Center MCC-001
- Motor Control Center MCC-401
- Motor Control Center MCC-402
- Motor Control Maintenance Materials- per spec section 262419-4 I.
- Motor Control Field Quality Control- per spec section 262419-11 3.03
- Motor Control Center Training- per spec section 262419-12 3.06
- VFD Field Quality Control- per spec section 262923-7 3.03
- VFD Training- per spec section 262923-9 3.07
- Design Meetings: (48 Hours)

This proposal includes all submittals, drawings, factory tests, field inspections, field testing, operator/maintenance training and startup services as required in the contract documents.

Only items listed on this scope of work are included in this pricing.

Exclusions: The following items are specifically excluded from this scope of work. These items are noted for clarification purposes. This list is not intended to include all items on the project that are excluded.

- Overcurrent Protective Device Coordination Study- per spec section 260573
- Electrical & Controls Demolition
- NETA Electrical Testing

- All costs for onsite storage, handling and equipment protection.
- Installation of in-line devices
- All warranties will be FOB the equipment manufacturers repair facility
- All field wire/cable installation and field terminations
- All costs associated with field installation of equipment and devices
- All costs associated with cutting, patching and painting
- No local taxes or federal taxes have been included in this proposal.
- No bonding costs have been included in this proposal.

Addendums included: 2

Browns Hill Engineering & Controls, LLC agrees to perform all work described per this proposal for the following lump sum price.

MCC Equipment Procurement Lump Sum Cost

\$2,450,912 and no/100 dollars

Preconstruction Services Lump Sum Cost

\$4,200 and no/100 dollars

Lead Times- After approved submittals

Motor Control Centers 345 working days

Switchboards 390 working days

Harmonic Filters 160 working days

This proposal is valid for 30 days and subject to revision after that time.

We are now accepting all major credit cards.

We appreciate the opportunity to provide this proposal and should you have any questions please contact the undersigned at 720-344-7771.

Sincerely,

Josh Johnson- Lead Estimator jjohnson@brownshilleng.com
Browns Hill Engineering & Controls, LLC



Request for Proposal for

WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND MAJOR ELECTRICAL EQUIPMENT PROCUREMENT

CITY OF GRAND JUNCTION, COLORADO

PERSIGO WASTEWATER TREATMENT PLANT PHASE 1 EXPANSION

**WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND MAJOR ELECTRICAL MCC EQUIPMENT PROCUREMENT RFP**

APRIL 2023

DESIGN ENGINEER



CM/GC



CITY OF GRAND JUNCTION, CO PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES
AND MAJOR ELECTRICAL MCC EQUIPMENT PROCUREMENT RFP
PROJECT SCOPE OVERVIEW

Garney Construction is requesting proposals from Qualified Electrical Subcontractors to provide Preconstruction and Construction Services for the Persigo WWTP Phase 1 Expansion. The Contract for Work Package 2A will be awarded based on the Contract Documents including addenda, the completeness of the response to this RFP, and the Best Value for the project.

Proposal Submission Date and Time: Friday, **May 19, 2023**, by 2:00 PM MDT
Last Day for Questions will be **May 15th**, 2023 at 5pm MDT

1. THE WORK

- A. This Project is to upgrade and improve the Persigo Wastewater Treatment Plant
- B. The plant is owned and operated by the City of Grand Junction and located at 2145 River Road, Grand Junction, CO 81505
- C. The Project is currently at 60% design, and the Work covered by Work Package 2A - Preconstruction Services and Electrical MCC Equipment Procurement Subcontractor RFP is the first of several Packages and is a portion of the Overall Project.
- D. The purpose of this RFP is to engage a qualified Electrical Subcontractor to:
 - a. Assist with constructability, cost estimating and major electrical equipment procurement prior to the 90% and GMP contract documents.
 - b. At the sole discretion of the City of Grand Junction and Garney, and if Subcontractor has made a positive contribution to the project Team, a Change Order for **Work Package 2B** will be issued to Furnish and Install a complete Electrical and I&C scope of work for a new Headworks Electrical building, new Blower building and Aeration Basin complex including rehabilitation of existing Aeration Basins, new Dewatering complex, UV Disinfection system addition and Site Improvements

2. SCHEDULE

- A. RFP Issued: April 21, 2023
- B. Site Visits: May 9th and 12th, 2023 at 1pm
- C. Last Day for Questions will be May 15th, 2023 at 5pm MDT
- D. Proposal Submission Date and Time: May 19, 2023, by 2:00 PM MDT
- E. Award for **WP-2A** – Preconstruction Services and Electrical Gear Procurement anticipated for Mid-June 2023
- F. Award for **WP-2B** – Construction Services will award once the GMP budget has been accepted by the City, anticipated Mid-October 2023
- G. Substantial Completion anticipated November 2025

3. CONTRACT METHOD

- A. The WORK hereunder will be constructed under a General Contractor / Construction Manager (CM/GC) guaranteed maximum price contract. Garney Construction is the selected CM/GC.
- B. After the best value Electrical Contractor is awarded as described above and in the Invitation to Bid, Garney will issue a subcontract to the selected firm for Work Package 2A – Electrical Preconstruction Services and Electrical MCC Equipment Procurement

package starting with Engineering and Submittals. A subsequent Change Order may be issued for Work Package 2B – Electrical Construction Services for a complete Electrical Scope of Work for the Project.

4. SCOPE OF SUBCONTRACT WORK INCLUDED IN THIS RFP:

WORK PACKAGE 2A – Preconstruction Services and Electrical Equipment Procurement:

- A. Purchase major long-lead Electrical gear as specified in the contract documents issued with this RFP
- B. Participate in constructability reviews, value engineering, cost estimating, and design reviews while the design progresses from 60% to 100%. Allow for the following:
 - a. 6 ea – 2-hour progress meetings
 - b. 1 ea – 8-hour design workshops
 - c. 2 ea – 4-hour cost review workshops
 - d. 2 ea – design reviews, providing schedule input, value engineering and constructability input.
- C. Advise on additional long lead equipment and early procurement opportunities.
- D. Provide a formal GMP proposal for Work Package 2B with written scope based on the information gained from the workshops

5. SCOPE OF SUBCONTRACT WORK NOT INCLUDED IN THIS RFP, TO BE ADDED IF IN THE BEST INTEREST OF THE PROJECT

WORK PACKAGE 2B – Electrical and I&C Construction Services

- A. This subcontract is to perform all work and supply all materials required for Electrical, Instrumentation, and Controls complete per the contract documents and all Local, State and Federal regulations.
- B. All Subcontractors and Vendors will be required to follow OSHA Regulations on this project. They will acknowledge and follow Garney's Safety and Health Program including providing PPE and documented Site Specific and Task training to all of their employees
- C. Materials are to be furnished and work is to be performed in the best manner of the industry and trade practices and as specified and detailed to accomplish the project requirements. All materials and services must be provided in strict accordance with the plans, specifications and addenda (contract documents) as prepared for the Persigo WWTP Phase 1 Expansion Project by Burns & McDonnell.
- D. Ensure major electrical equipment vendors and integration subcontractors are fully engaged in the project including timely pricing and submittals, review meetings, order tracking, delivery, startup assistance and commissioning
- E. Provide cutting and coring for Trade specific work (conduit installation) as required. Site and equipment demolition is by others
- F. Provide and Install Temporary Power service and distribution for the Construction trailers and areas of new construction. The service will come from one or more MCC's around the plant
- G. Provide and Install Temporary Power service for a groundwater dewatering system at the Aeration Basin excavation.

- H. Specifically included are: The complete Electrical, Instrumentation, and Controls Installation for the project to include all electrical equipment, gear, panels, transformers, ductbank, lighting, switches, grounding, lightning protection, electrical pull boxes, manholes, conduit, wire, cable, conductors, terminations, instrumentation, controls, and programming, including testing, freight, submittals, coordination with other trades to complete an operational Electrical, Instrumentation, and Controls System per the Contract Documents.
- I. Attend and contribute to scheduling, startup and commissioning meetings. Make sure required subcontractors are onsite and prepared for their role in start up and commissioning as required.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

00 10 00 – INVITATION TO BID

**CITY OF GRAND JUNCTION
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION
SERVICES AND ELECTRICAL MCC EQUIPMENT PROCUREMENT RFP**

City of Grand Junction, (“Owner”), Burns & McDonnell, the “Engineer”, and Garney Companies, Inc., hereinafter called “Garney” or “CM/GC” invite bids for the construction of the **Persigo Wastewater Treatment Plant Improvements Project, Work Package 2A – Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement** - which includes the following work:

1. Assist with constructability, cost estimating and major electrical equipment procurement prior to the 90% and GMP contract documents
 - a. If the Subcontractor has been a positive contribution to the project Team and at the sole discretion of the City of Grand Junction and Garney, a Change Order for **Work Package 2B** will be issued to Furnish and install a complete Electrical and I&C scope of work for a new Headworks Electrical building, new Blower building and Aeration Basin complex including rehabilitation of existing Aeration Basins, new Dewatering complex, UV Disinfection system addition and Site Improvements

Bid Forms: 00 40 00 – BID FORM

Email proposals for the **Persigo Wastewater Treatment Plant Phase 1 Expansion Project, Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement** scope will be received by the Project Manager for Garney, Toby Reid. His email address is toby.reid@garney.com. **Proposals are to be turned in by 2:00 PM MT, on May 19, 2023.**

Any bid proposal received after 2:00 PM, prevailing time on May 19, 2023, will be returned unopened.

No bid may be changed, amended, or modified after the above time and date. A bid may, however, be withdrawn and resubmitted any time prior to the time set for receipt of bids.

Bid Documents will be made available no later than April 21, 2023, at the following web address: <https://www.garney.com/upcoming-bids/>. You will need to click on the View Project link to access the Bid Documents, and note the PIN# below the link.

It is the responsibility of the interested party to download and print the Bid Documents. Please contact Nikia Steppins by email at: nsteppins@garney.com or with any questions regarding downloading the Bid Documents.

After receiving all bids, the values will be presented to the Owner for review and approval. It is anticipated that the Board will review this package June 14, 2023. The successful bidder will be notified, and the Contract 1 package released by June 2023.

Bids will be received on a Lump Sum basis.

Garney Companies will receive and open all proposals in a manner which does not disclose the contents to the respondents or the public.

Additional Information can be found in Section 00 20 00 – Instructions to Bidders. Garney reserves the right to make an award to other than the lowest-priced Bidder and reserves the right to reject any or all bids and to waive irregularities therein. Bidders must agree that such rejection shall be without liability on the part of the Contract Team for any damages or claim brought by any Bidder because of such rejections. The filing of any Bid in response to this invitation shall constitute an agreement of the Bidder to these conditions. All bids shall be valid for a period of Ninety (90) days from the proposal due date and no bid may be withdrawn until after the expiration date.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

In evaluating Bids, the Contract Team will consider the qualifications of the Bidders and other non-monetary information provided with the prescribed Bid requirements, and such alternates, prices, schedule, and other data, as may be requested in the Bid Form prior to the Notice of Award. Final award will be made based on the best over-all value for the project and **NOT** simply on the best base price.

Anticipated Publish Dates: April 21, 2023

**All prices quoted shall be F.O.B destination, Project Construction Site:
Garney Construction
2145 River Road
Grand Junction, CO 81505**

END OF SECTION

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

00 20 00 – INSTRUCTIONS TO BIDDERS

1. Examination of Contract Documents and Site

- A. Before submitting a Bid, each Bidder shall:
1. Examine the bid documents thoroughly. Special attention should also be given to all provisions of the Standard Terms and Supplementary Conditions.
 2. Familiarize itself with Site and local conditions that may in any manner affect cost, the production and delivery of the equipment and materials, and furnishing of field services and other services in connection therewith, specifically including all enclosed Contract Documents.
 3. Familiarize itself with federal, state, and local laws and regulations that may in any manner affect cost, delivery, or performance of the work.
 4. Study and carefully correlate Bidder's observations with the Bid Documents.
 5. As to conflicts in compliance with such standards please notify Garney immediately.
- B. The submission of a bid will constitute an incontestable representation by Bidder that Bidder has complied with every requirement of this article, that without exception the bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

2. Interpretations or Correction of Bid Documents

Any prospective Bidder who discovers ambiguities, inconsistencies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation in writing from the Engineer. No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing and addressed to:

Nikia Steppins

Via e-mail: nsteppins@garney.com

and

Toby Reid

Via email: toby.reid@garney.com

Request for interpretation must be received by **May 15, 2023** for the Contract Team to give it appropriate consideration. All such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be made available to all prospective Bidders by electronic mail to the address furnished by the prospective Bidder. All addenda so issued shall become part of the contact documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
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such Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation.

3. Specified Equipment and Materials

- A. The Contract, if awarded, will be based on Services, Equipment and Materials described and of manufacturers and suppliers mentioned by name in the Bid Documents.
- B. Substitutions will be considered only during bidding. To obtain approval to use unspecified products, Bidders shall submit written requests at least seven (7) days before the Bid date and hour. Requests received after this time will not be considered. Requests shall clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability and as set forth in the General Conditions. If the product is acceptable, the Engineer/Contractor will issue acceptance in an addendum issued to each Bid Document holder of record.

4. Indirect Costs

- A. Taxes:
 - 1. The project is tax exempt. However, the Bidder shall include all appropriate sales taxes for materials that are not to remain as part of the permanent structure.
 - 2. The Bidder shall include all such taxes except those on equipment and materials, if any, furnished by Owner or others. Bidder shall furnish taxing authorities and information or reports pertaining thereto as required.
- B. The cost of all royalties and license fees on equipment and materials to be furnished and incorporated in the work shall be included in the bid price.
- C. The Bidder shall obtain all applicable permits associated with the manufacture, delivery, and installation of equipment and materials. Building Permit Fees shall be borne by Garney. All other fees, taxes and costs associated with the work at the project site shall be borne by the Bidder. Tests, inspections, and related activities called for throughout the bid documents are a responsibility of the Bidder unless specified otherwise. The bid shall include all costs arising from such responsibility.
- D. Cash allowances, including such sums as Bidder deems proper for overhead costs and profits shall be included in the Bid Price.

5. Manufacturer Field Services

- A. The total bid price shall include the services of a qualified field representative and all necessary assistants to guide and approve the installation activities of the Electrical Subcontractor during the installation of equipment and materials furnished under this contract. The requirements of each specification section shall be considered the minimum number of days and trips to be provided.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

- B. The total of all calendar days and the total of all round trips considered necessary by the Bidder for such services, shall be set forth in the bid and included in the bid price.
- C. Requirements for supplier's field services shall be as set forth in section 01 75 00 and each specification section.

6. Contract Times (Preliminary)

- A. Anticipated Notice to Proceed for Preconstruction Services: June 2023.
- B. Anticipated Substantial Completion: November 2025.
- C. The number of days within which, or the day by which, the Electrical Equipment submittals and delivery is to be completed is set forth in the Bid Forms. The durations and date provided will be evaluated as part of the bid evaluation process.

7. Preparation of Bid

- A. The Bid Form shall be filled out in detail in black ink or typewritten and signed by the Bidder. The bid price of items indicated on the form shall be stated in numerals. If not made in accordance with contract documents, proposal will be subject to rejection as irregular. The Owner and Garney reserve the right to waive any irregularities of informalities.
- B. Submit proposals on forms provided. All blanks and checklists must be completed.
- C. The bid shall contain an acknowledgement of receipt of all addenda, the numbers of which shall be filled in on the Bid Form.
- D. The address and telephone number to which communications regarding the bids are to be directed shall be shown.

8. Method of Bidding

- A. Bids will be received as set forth in the Bid Form.
- B. Firm bids are required.

9. Bid Breakdown and Alternates – Requested and Voluntary

- A. Price Proposal shall be structured to meet the requirements listed in the Bid Form.
- B. Bidders are encouraged to submit, in combination with their proposal, a list of any voluntary alternates for the project which would offer advantages to the Owner in terms of cost, completion time, function or operation for consideration by the Owner, the Engineer, and Garney.
- C. A complete description of the proposed voluntary alternates and the associated benefits should be submitted with the main proposal.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

10. Submission of Bid

- A. Bids shall be submitted at the time and place indicated in the “Advertisement for Bids”.

11. Modifications and Withdrawal of Bids

- A. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.

12. Bids to Remain Subject to Acceptance

- A. All bids will remain subject to acceptance for 90-days after the proposal deadline, but the Contract Team may, in their sole discretion, release any bid prior to that date.

13. Award of Contract

- A. The Contract Team reserves the right to reject all bids, to waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the Successful Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional bids. If there is a conflict in the statement of a price within the bid the Contract Team reserves the right to select the amount most advantageous to the Owner. Also, Contract Team reserves the right to reject the bid of any Bidder if Contract Team believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Contract Team.
- B. In evaluating bids, the Contract Team will consider the qualifications of the Bidders and other non-monetary information provided with the prescribed requirements, and such alternates, prices, and other data, as requested in the Bid Form
- C. If the contract is to be awarded, it will be awarded to the Bidder whose evaluation is of best value and of the best interests of the project by the Contract Team.
- D. Notice of Award for Work Package 2A is anticipated in June 2023
- E. The bidder must submit a schedule for submittals and equipment delivery with the bid.

15. Contract Security

- A. Coincident with execution to contract, if requested, Bidder shall furnish Performance and Payment Bonds in an amount equal to 100% of contract price as security; bonds shall be provided, if requested by the Owner or Garney, on the forms provided in the Contract Documents.

16. Laws, Permits, Licenses, Regulations, Etc.

**PERSIGO WWTP PHASE 1 EXPANSION PROJECT
WORK PACKAGE 2A – ELECTRICAL CONTRACTOR PRECONSTRUCTION SERVICES AND
ELECTRICAL MCC EQUIPMENT PROCUREMENT**

- A. Garney will pay for the Building Permit, tap fees and other fees required for land entitlement and utility service permitting. All other required permits are to be secured and paid for by the Bidder.
- B. The Bidder shall obtain and pay for all other licenses and approvals for the work and give all notices as required for specific work packages.

17. Miscellaneous Requirements

- A. This Solicitation is for Work Package 2A – Electrical Contractor Preconstruction Services and Electrical MCC Equipment Procurement. Work Package 2B may be added by Change Order but is not guaranteed.
- B. This statement is to reaffirm Garney's policy of providing equal opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity and Affirmative Action laws and regulations of federal, state, and local governments or agencies. Garney will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability, age, marital status, status with regard to public assistance, or any other status protected by law. Garney will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include hiring, promotion, demotion, transfer, recruitment, or recruitment advertising, lay-off, disciplinary action, termination, rates or pay or other forms of compensation and selection for training. It is Garney's policy to provide a work environment free of racial or sexual harassment. Racial or sexual harassment will not be condoned or tolerated in day-to-day employment, or in employment recruiting, testing, hiring, transfer, promotion, demotion, discipline, termination, or any other areas of employment practice. Garney requires that all subcontractors performing work on this project ensure equal employment opportunity.

END OF SECTION



00 46 00 Subcontractor Safety Questionnaire

1. List you company's insurance Experience Modification Rate for the last three years.
 EMOD rate: _____ Year: _____
 EMOD rate: _____ Year: _____
 EMOD rate: _____ Year: _____
2. List your company's Incident Rate for the last 3 years.
 Incident rate: _____ Year: _____
 Incident rate: _____ Year: _____
 Incident rate: _____ Year: _____
3. List your company's OSHA Recordable totals for the last 3 years
 OSHA Recordable rate: _____ Year: _____
 OSHA Recordable rate: _____ Year: _____
 OSHA Recordable rate: _____ Year: _____
4. Has your company had any work-related fatal accidents in the last 5 years? Yes _____ No _____
5. Has your company received any OSHA citations in the last 3 years? Yes _____ No _____ if yes list below.
6. Are onsite safety meetings held? Yes _____ No _____. If yes, how often? _____
7. Does your company have a safety officer / department? Yes _____ No _____
8. Does your company have a written safety policy and procedures manual? Yes _____ No _____
9. Does your company have a new-hire orientation program? Yes _____ No _____
10. Does your company have a formal Hazardous Communication Program per OSHA guidelines?
 Yes _____ No _____
11. Does your company have documentation for Competent Person guidelines per OSHA 1926.32(:1) for specific jobs or tasks performed? Yes _____ No _____
12. Does your company have documentation for training to perform the scopes of work required on this project? Yes _____ No _____
13. Does your company have a Disciplinary Action Plan for safety rule violations?
 Yes _____ No _____
14. Is your company current with all OSHA chemical training and reporting (SDS)?
 Yes _____ No _____
15. Are your employees trained in Fall Protection? Yes _____ No _____
16. Are your employees trained in Confined Space Entry? Yes _____ No _____
17. Do you provide Medical Surveillance and Fit Testing for employees that have to wear respirators?
 Yes _____ No _____
18. Do you have employees trained in First Aid? Yes _____ No _____
19. Does your company require additional eye protection when using grinders, cut-off tools, or any other tool that has the potential to cause eye injuries? Yes _____ No _____
20. Does your company offer all PPE needed to your employees? Yes _____ No _____



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 8th day of December, 2022 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Garney Companies, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the work described by the Contract Documents and known as **Phase 1 Persigo Wastewater Treatment Plant Expansion Projects – CM/GC RFP-5099-22-DH.**

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Services/Work specified in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Negotiated Contractor's Cost/Pricing Proposal, as received on November 11, 2022;
- c. Solicitation Documents for the Project; **Phase 1 Persigo Wastewater Treatment Plant Expansion Projects – CM/GC;**
- d. Contractors Response to the Solicitation;
- e. Services/Work Change Requests (directing that changed Services/Work be performed);
- f. Field Orders;
- g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Services/Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services/Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services/Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Services/Work upon developed, proposed and accepted timeline.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as compensation for the performance and completion of all of the Services/Work specified in the Contract Documents, the sum of **Four Hundred Twenty One Thousand Eight Hundred Fourteen and 00/100 Dollars (\$421,814.00) for Pre-Construction/Design Services; a pro-rated amount of Five Hundred Eighty Thousand and 00/100 Dollars (\$580,000.00) for General Conditions for the 2023 fiscal year (after the 2023 fiscal year, the remaining \$3,473,705.00 will be paid out incrementally as the project continues to progress, and will not be fully expensed in the 2023 fiscal year, this number will be included under the final established GMP); 10% Overhead & Profit (OH&P) for Construction Services portion of the project. The Contractor shall Work with the Owner, and Owner's Consultant, to determine the not to exceed Guaranteed Maximum Price (GMP) for the project construction.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Services/Work to be performed, which Services/Work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional Services/Work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services/Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Services/Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Services/Work as completed according to the Contract Documents; 2. the Contractor is

entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for Services/Work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein. The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: DocuSigned by: Duane Hoff Jr.
Duane Hoff Jr., Senior Buyer

1/4/2023

Date

Garney Companies, Inc.

By: DocuSigned by: Joel Heimback, DBIA, Director of Western Plant Operations, Garney Companies, Inc.
Joel Heimback, DBIA, Director of Western Plant Operations, Garney Companies, Inc.

1/4/2023

Date



**Request for Proposal
RFP-5099-22-DH**

**Phase 1 Persigo Wastewater Treatment
Plant Expansion Projects - CM/GC**

RESPONSES DUE:

September 20, 2022 prior to 3:00 PM MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Contract Administrator

duaneh@gjcity.org

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction, on behalf of the Parks and Recreation Department. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms, interested in providing CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) services for the proposed wastewater plant expansion projects at the Persigo Wastewater Treatment Plant. The project is located at 2145 River Road, Grand Junction, CO. The City has selected Burns & McDonnell Engineering Company, Inc. as the design firm (Consultant) for this project. This proposal includes pre-construction services for work with the City and the Consultant during design.
- 1.3 Mandatory Site Visit Meeting:** A **mandatory** site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance.

NOTE: Bidders that arrive more than 10 minutes late to any of the meetings offered shall not be eligible to submit a bid response to this solicitation process for this project.

The City will offer multiple mandatory site visit meeting opportunities, from which Contractors may attend. Contractors must attend at least one of the multiple meeting opportunities offered to be considered eligible to submit a proposal response. Contractors are not required to attend more than one site visit meeting. Meeting location shall be at the Persigo Wastewater Treatment Plant, located at at 2145 River Road, Grand Junction, CO.

The following mandatory site visit dates and times options are being offered:

August 29, 2022 at 10:00am

August 29, 2022 at 3:00pm

August 30, 2022 at 10:00am

August 30, 2022 at 3:00pm

- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** **This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.** (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).

Solicitation Opening, RFP-5099-22-DH, Phase 1 Persigo Wastewater Treatment Plant Expansion Projects - CM/GC

Sep 20, 2022, 3:00 – 3:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/431364301>

You can also dial in using your phone.

Access Code:

431-364-301

United States:

[+1 \(872\) 240-3412](tel:+18722403412)

Join from a video-conferencing room or system.

Meeting ID:

431-364-301

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

431364301@67.217.95.2 or 67.217.95.2##431364301

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to

be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** **Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents (NOTE: if project is phased, bonds may be submitted in the amount of each phase). These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract, this is related only to the construction portion of the contract. The amount to be retained from partial payments will be five (5) percent of the

value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, as liquidated damages only apply to the construction portion(s) of the project. if the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$5,000.00**, is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any

retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.19. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final

inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

- 2.36. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.38. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.39.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.39.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.40. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.45. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.47. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not

conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.61. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.62. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.63. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.64. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.65. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.66. Definitions:**
- 2.66.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
 - 2.66.2. "Offeror" refers to the person or persons legally authorized by the Contractor and/or CM/GC to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
 - 2.66.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
 - 2.66.4. "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such

access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub- Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.66.5. "Contractor and/or CM/GC" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.66.6. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.67. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.68. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17- 101(2)(a).

"Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) **Worker Compensation:** Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) **General Liability insurance with minimum combined single limits of:**

**FIVE MILLION DOLLARS (\$5,000,000) each occurrence and
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.**

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) **Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:**

**ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate**

(d) **Professional Liability & Errors and Omissions Insurance policy with a minimum of: FIVE MILLION DOLLARS (\$5,000,000) per claim**

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(e) Builder's Risk Insurance with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The general scope of services to be obtained as a result of this RFP includes preconstruction services, value engineering, construction management ("CM") and general contractor ("GC") services relative to the expansion of the Persigo Wastewater Treatment Plant. The selected CM/GC will work collaboratively with the design team (led by Burns & McDonnell Engineering Company, Inc.) and the Owner in the development of the design, recommending cost saving strategies and system selections to best meet the intent and schedule as described herein. The CM/GC shall consistently review the design documents, including drawings and specifications for appropriateness to means and methods, cost efficiencies and overall schedule control. Contractor shall also actively engage in progress meetings and workshops as well as team building activities with Owner and design team. The selection of the CM/GC is expected to be concluded and approved by the City Council on November 2, 2022.

During the pre-construction phase of the project, the CM/GC shall make recommendations to how the construction schedule is best suited to the project pertaining to value engineering, project time, cost, etc., as to if the construction should be executed simultaneously for the multiple parts of the project, or if the construction start times should be sequenced over multiple years. (Aeration Basin Asset Revitalization and Blower Building; Disinfection Operational Improvements; New Dewatering Building and Solids Storage; Headworks Rehabilitation; Miscellaneous Improvements)

The timeline for this project is ambitious. All planning, design and construction efforts will be expedited to the extent possible. The Owner intends to establish a Not to Exceed Price for all Pre-Construction Services, and a Guaranteed Maximum Price for the Construction portion of this project.

In 2020, the Utilities Department, Wastewater Management Division, and Mesa County conducted a Master Plan process that identified improvements, capacity expansion, and renovation priorities at the Persigo Wastewater Treatment Plant.

The City of Grand Junction (City) manages, operates, and maintains the Persigo wastewater collection and treatment system for the benefit of the current and future users of sewer service in the Persigo 201 Service Area.

The WWTP, located at 2145 River Road, was commissioned in 1984. Effluent from the WWTP is discharged to the Colorado River. The Persigo WWTP operates under the Colorado Department of Health and Environment (CDPHE) discharge permit (CO0040053), effective as of January 1, 2018. The facility has a permitted hydraulic capacity of 12.5 million gallons a day (mgd) and an organic capacity of 26,480 pounds per day of biological oxygen demand. Based on CDPHE guidance, utilities are required to initiate master planning and construction activities at 80 percent and 95 percent of permitted capacity, respectively.

The wastewater treatment plant reached 80 percent capacity in 2018. As required by permit, the City began planning for plant expansion upon reaching this capacity milestone. The 2020 Wastewater Treatment Facilities Master Plan was finalized in October 2021. The master plan addresses the following objectives:

1. Align wastewater facilities planning with the City's adopted 2020 Comprehensive Plan.
2. Assess infrastructure needs to meet current and future growth, capacity, and regulatory projections.
3. Provide a 20-year wastewater infrastructure plan that includes asset revitalization and optimization investments needed.

The scope of services for the engineering consultant encompasses design of the following planned near-term projects which were prioritized based on criticality to increase operational efficiencies, the need to replace aging assets, and the need to expand available treatment capacity.

- **Aeration Basin Asset Revitalization and Blower Building** : conceptual scope includes the replacement of fine bubble aeration system, process control, conversion to single stage nitrification, removing and either blocking or replacing control gates around four aeration basin. Scope also includes the extension of the existing pipe gallery allowing for construction of a new blower building to house the new blowers.
- **Disinfection Operational Improvements** : scope includes the installation of a new redundant UV disinfection system, modifications to contact chamber where UV system to be installed and weather protection structure over portions of the contact chamber.
- **New Dewatering Building and Solids Storage** : The new building is anticipated to be two stories in height and include a truck bay, load leveling conveyor system, centrifuge dewatering equipment, in-line grinders, solids feed pumps, chemical storage and feed systems, an adjacent blending tank, coarse bubble mixing system, and an adjacent covered solids cake storage
- **Headworks Rehabilitation**; scope includes the complete removal and replacement of the raw sewage screens, screenings wash / press, screenings conveyance, grit classifier, grit pumps, electrical power distribution, and ventilation systems.
- **Miscellaneous Improvements** : the scope is also anticipated to include hydraulic conveyance improvements within the treatment facilities.

The City seeks to hire a CM/GC to fully collaborate with the City and selected Engineering firm in order to provide all services necessary to perform design, engineering, construction, management, etc. for the successful completion of the project.

Therefore, the City of Grand Junction Purchasing Department is requesting proposals from CM/GC's to assist in providing collaborative design services, scope, specifications, prepare construction drawings, assist in development of bid documents, with the Architectural/Engineering firm led by Burns & McDonnell Engineering Company, Inc.. The design portion, Phase 1 of the project calls for the following:

- Review of the Conceptual Design and Familiarizing the personnel with work that has been completed to date.
- Design Review (including specifications and construction drawings) during the 30%, 60% and 90% submittals.
- Development of a Opinion of Probable Construction Costs; the basic premise is to enter into a GMP contract with the City of Grand Junction. As the design progresses and reaches 30%, Burns & McDonnell will produce an estimate format for the project utilizing a Work Breakdown Structure (WBS) format. The format will be developed based on the key work areas identified for the project. Each work area will contain a breakdown structure that incorporates the scope for that work area by CSI division; i.e., concrete, masonry, miscellaneous metals, electrical, etc. The estimate should contain sufficient detail to be able to review and understand the costs for labor, material, construction equipment, small tools, and incidentals for each activity associated with the WBS for the estimate. Contractor will provide a summary for general conditions which will include but not be limited to management staff labor, job site staging, overhead, bonds, insurance.
- The CM/GC fee and contingency will also be identified separately.
- Attached is an example of a WBS for the direct cost estimate.
- CM/GC Firm is also expected to take part in two Partnering meetings as part of preconstruction services and additional meetings (TBD) during construction phase.
- CM/GC Firm shall also plan, setup, conduct two 2 value engineering work sessions.

Additional Background: The City is working towards rerating the entire treatment facility for which the City and Engineer are working with local permitting and state agencies in the development of the proposed improvements.

During the design development the project may be split into different phased construction or equipment procurement phases which will be discussed during progress meetings and prior to the CM/GC's development of the GMP.

It is also anticipated that to establish a firm basis of design and work around a single piece of equipment that early equipment procurement will likely take place for major equipment. CM/GC shall be directly in the development of the early procurement packages issuing the bid packages, managing the bidding process and issuing purchase orders for said

equipment. Contract amendments will be issued by the City prior to CM/GC issuing purchase agreements.

- 4.2. Budget:** The budget for this project, in its entirety, (including all related design and construction) is estimated at approximately \$49,647,000. The construction cost is anticipated to be \$46,307,000 after design fees and other soft costs.

PER PORTION ESTIMATED BUDGET (Including all related design and construction)

-Headworks Modifications = \$6,146,000
-Aeration Basin Improvements = \$16,319,000
-Sludge Processing Building = \$21,090,000
-UV Disinfection = 6,092,000

- 4.3. Designer:** The Owner has selected Burns & McDonnell Engineering Company, Inc.(Consultant) as the design firm for this project. The Owner shall require maximum collaboration by the Consultant, the CM/GC/General Contractor and the Owner's project staff and other Persigo Committee members and staff to insure value engineering through constructability assessments, during the preconstruction phase, as well as the construction phase(s) of the project.

4.4. Special Conditions/Provisions:

4.5.1 Mandatory Site Visit Meeting: A mandatory site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the mandatory site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance.

NOTE: Bidders that arrive more than 10 minutes late (by the City's clock) to any of the meetings offered shall not be eligible to submit a bid response to this solicitation process for this project.

The City will offer multiple mandatory site visit meeting opportunities, from which Contractors may attend. Contractors must attend at least one of the multiple meeting opportunities offered to be considered eligible to submit a proposal response. Contractors are not required to attend more than one site visit meeting. Meeting location shall be at the Persigo Wastewater Treatment Plant, located at at 2145 River Road, Grand Junction, CO.

The following mandatory site visit dates and times options are being offered:

August 29, 2022 at 10:00am
August 29, 2022 at 3:00pm
August 30, 2022 at 10:00am
August 30, 2022 at 3:00pm

4.5.2 Term of Contract: By submitting a response to this RFP, the proposer agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

4.5.3 Pricing/Fees: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), all design related services, travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, general conditions, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

For pricing purposes for this solicitation process, Firms shall presume a construction budget of \$46,307,000.

All fees will be considered by the Owner to be negotiable.

Also see Section 5.0, paragraph H.

4.5.4 Codes: The Consultant shall ensure that project design, scope and specifications meet all Federal, State, County, and City Codes.

- 4.5. Scope of Services:** The general scope of services to be obtained as a result of this RFP includes Pre-Construction and Construction Services. These services shall consist of the following:

4.6.1 Pre-Construction Services

- a. Design Consultation During Project Development – Attend regularly scheduled meetings (as needed), of which, a minimum of 2 shall be in person, with the Consultant and the City during design development, and development of construction documents, to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with the City and the Consultant to finalize construction-phasing plans based upon the preliminary project plan included with the CM/GC's original proposal. Present schedule and cost associated with each plan. The Construction Phasing Plan must consider construction feasibility, availability of materials and labor, coordination with the City's on-going activities on the Project sites, and other factors related to time, cost and safety.
- b. Cost Estimating, Scope Management and Value Engineering
The CM-GC shall prepare a cost estimate based on the 30%, 60%, 90% and GMP package and provide a complete review and comparison with the Consultants cost estimates as reflected in the 2020 Persigo Wastewater Treatment Plan Master Plan document. The CM-GC can use whatever means and methods deemed necessary to develop the estimate, including use of subcontractor pricing, historical unit costs, etc. The estimate shall be sufficiently detailed to enable review, by the

City and the Consultant, of all site and building components and systems. The CM-GC shall be expected to identify and present scope adjustment, value engineering or cost reduction ideas generated as a result of the estimating process. The CM-GC will work with the City and the Consultant to develop a scope of work that fits within City's available budget for site and building construction. Any pre-qualified and likely bidders (design-build, in some instances) for major elements of the renovation should be included in the proposal.

Consultant will produce an estimate format for the project utilizing a Work Breakdown Structure (WBS) format. The format will be developed based on the key work areas identified for the project. Each work area will contain a breakdown structure that incorporates the scope for that work area by CSI division; i.e., concrete, masonry, miscellaneous metals, electrical, etc.

The CM/GC estimate should contain sufficient detail to be able to review and understand the costs for labor, material, construction equipment, small tools, and incidentals for each activity associated with the WBS for the estimate. CM/GC contractor will provide a summary for general conditions which will include but not be limited to management staff labor, job site staging, overhead, bonds, insurance. The CM/GC fee and contingency will also be identified separately.

Attached is an example of a WBS for the direct cost estimate and this will be the format required for submission of CM/GC developed estimates.

- c. **Scheduling – Develop a Project Time Schedule that coordinates and integrates the Consultant's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and delivery of products requiring long lead-time procurement.**

The schedule shall take into account all uses and functions of the wastewater plant and work towards minimizing/avoiding interruptions. The CM/GC and Consultant will work collaboratively to identify options of construction activities, however, ultimate responsibility for coordination of work of the sub-contractors is the CM/GC's responsibility. Coordination of activities must be developed and executed in a way that minimizes cost while also minimizing interruption of normal activities/plant functions. This will be a balance that will require regular communication and joint decision making between the Owner, the Consultant and the CM/GC.

- d. **Site Investigation – After receiving Construction Documents, CM/GC shall conduct a walkthrough of the project to familiarize itself with the proposed Scope of Work and document the existing conditions of the facilities and/or site. The CM/GC shall provide a written report to the City of any discrepancies or issues and their affects to the project identified during the site investigation walk through.**
- e. **Construction Estimate – Prepare a construction estimate for the work based on a quantity survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 30% 60% 90% , and GMP documents produced by the Consultant. Estimate shall include the bid amounts and construction contingencies.**
- f. **It is anticipated that an early release / equipment procurement package(s) will be needed**

to ensure project schedule adherence, therefore Contractor shall provide cost/pricing during the design development in in the Preconstruction Phase, at which point an initial contract shall be established (upon City Council approval). Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents, at which point a change order shall be established (upon City Council approval).

- g. Value Engineering (VE) – At the end of both 30% and 60% construction documents, CM/GC shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.

(1) Design Review/Coordination of Contract Documents – Conduct a formal review of 100% construction documents produced by the Consultant. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the structural, mechanical, plumbing and electrical work described (to include instrumentation and controls). A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the Consultant within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the Consultant and incorporated in all subsequent documents presented and in the final Construction Documents.

- h. Risk Register – The Risk Register is a tool used to document the risk management process. The purpose of the Risk Register is to define the risks, document the risks, identify cost and schedules impacts associated with the risks, and produce detailed mitigation plans for the risks. Each Risk Register includes the agreement of how the City and the Contractor defined the risks, who is responsible for the risks, and how the risks are to be paid for during construction. The Contractor is responsible for preparing and updating the Risk Register with input from City, and the Consultant. By the end of the Preconstruction Phase, the Risk Register describes all known project risks, defines the project Risk Pools, and becomes part of the Contract Documents. This Risk Register includes the agreements between City and the Contractor that defines risk management for the construction package(s). The Risk Register is formalized with the Construction Agreement and is a Contract Document that is signed and agreed to by both parties so that miscommunications and disputes during construction are limited. During the Construction Phase, the Contractor is responsible for monitoring and controlling the risks that have been allocated to the Contractor through the Risk Register. The outline and City template for a typical Risk Register includes the following:

Section 1 – Project Overview, Purpose, and Procedure

- a. Project overview (a full description of the project from the RFP with any changes that have occurred during the design development)
- b. Project goals (as previously developed during the RFP and Project Scoping Workshop)
- c. Purpose of the Risk Register
- d. Risk Register procedure and methodology

Section 2 – Construction Phase Risk Categories and Definitions

- a. Construction package (list the construction package(s) determined in the Preconstruction Phase)

- b. Definition of the established Risk Pools and Agreements
- c. A list of each identified risk specifying which Risk fund the item will be paid from
- d. Revisions to standard payment Specifications for all Shared Risk Pool items, which define how the item will be paid and shared

Section 3 – Risk Matrix

- a. Identifies each risk, risk level, cost impact, schedule impact, approach to minimize risk, responsible party, and result of risk mitigation.

Attached Documents for an example Risk Register form, however, the actual Risk Register form to be used on the project shall be provided by the Consultant.

- i. Construction Logistic Plan – Throughout the course of design & bidding, develop (with the input from the Consultant and City) options regarding the execution of the work that will be performed within the existing occupied facility. Upon the completion of design, and as part of the amendments to the contract sum, document and/or identify in the appropriate detail as required and/or approved by the City, construction sequencing and actions required to mitigate adverse effects to ongoing daily operations of areas affected by construction activities. Plan shall be submitted at the same time Consultant submits the 90% design development documents.

Maintenance of Operations Plan: through the development of the design documents CM/GC Contractor should begin developing individual MOPs for major equipment and processes modifications which have significant impacts to operations and continuing to meet effluent water quality permit requirements. The individual plans will be finalized under the construction phase of the contract.

- j. Subcontractor Pre-Qualification – Develop and implement a subcontractor pre-qualification process, with the cooperation and approval of the City and the Consultant. Recommend early pre-qualification of critical subcontractors as deemed advisable, especially for instrumentation, controls, coatings, structural, and mechanical and electrical work.
- k. Labor – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- l. Bidding – The CM/GC shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the City.
- m. Conferences – In concert with the City and the Consultant, conduct pre-construction conferences with successful subcontractors.
- n. Work Task Coordination – The CM/GC shall work collaboratively with the Consultant (in conjunction with the Owner) throughout the process. The Owner expects that the CM/GC and Consultant work as a team to produce design documents that consider constructability and placed an importance on value engineering where possible.

The Consultant shall provide construction administration services in conjunction with the CM/GC, including participation in periodic on-site meetings, submittal reviews, construction inspection services, and any other necessary item to ensure proper construction of the project. Construction administration may include daily observation during critical construction periods and periodic observations during less important periods of construction. CM/GC shall have overall responsibility for budgeting and construction estimating. Consultant shall work with CM/GC on feasibility of systems, document completeness and acceptability, and alternatives for bidding.

4.6.2 Construction Services

- a. Pre-Construction Conference – Prior to the commencement of work, the CM/GC shall submit to the Consultant and the City in reasonable detail and format acceptable to the Consultant and the City, copies of the following documents:
 1. Submittal log and schedule.
 2. Request for Information (RFI) form and log format. (Consultant will provide log being used to date)
 3. Request for Change Order form and log format.
 4. List of inspections required by the Contract Documents.
 5. Quality Control (QC) plan.
 6. Safety plan.
 7. Copies of required permits.

Upon review of the above documents by the Consultant and the City, the CM/GC shall facilitate a Pre-Construction Conference and establish project procedures and construction schedules.

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and Consultant in order to complete the Project in accordance with the City's objectives of cost, time and quality.
- c. Staffing – Maintain, at the Project site, a competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent and any necessary assistants, as satisfactory to the City, in accordance with executed Amendments and/or CM/GCs General Conditions. The Superintendent shall not be changed except with the consent of the City. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be present on the project site during the execution of all work associated with this Agreement unless authorized by the City.
- d. Organization – Establish, document and communicate an on-site organization and lines of authority in order to carry out the overall plans of the Project team.
- e. Coordination – Establish and implement procedures for coordination among the City, Consultant, subcontractors and the CM/GC with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with the Consultant and the City.

CM/GC shall be responsible for recording and distribution of meeting minutes

- f. **Schedule Monitoring and Updating**– Provide regular monitoring and monthly updating of the schedule as construction progresses. Identify potential variances between scheduled and projected completion dates. Review schedule for work not started or incomplete, and recommend to the City and Consultant, sub-contractors adjustments in the schedule to meet the scheduled completion date.
- g. **Progress Meetings** – The City, CM/GC, and A/E shall meet, either in person or by conference calls (Zoom or similar video) at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. Meetings shall include Consultant PM, City PM, CM/GC, and other stakeholders as identified and required during the design and construction progress. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:
 - Activities completed since last meeting
 - Problems encountered or anticipated
 - Late activities or activities slipping behind schedule
 - Solutions for unresolved or newly identified problems
 - Schedule of upcoming activities
 - Information on items required, or comments from stake holders.
- h. **Change Orders** – Develop and implement a system for the expeditious review and processing of Change Orders. Propose necessary or desirable changes in the Scope of Work to the City and the Consultant, review requests for changes, submit recommendations to the City and the Consultant and negotiate Change Orders with subcontractors.
- i. **Permits** – Secure all necessary permits, licenses and inspections for the proposed completion and execution of the Work. Coordinate and schedule all inspections. Create and maintain a log of all inspection including copies of all “sign-offs.”
- j. **City’s Consultants/Contractors** – If required, assist the City in the coordination of a surveyor, testing laboratories other special consultants, telecom/data, temperature controls and other contractors contracted directly to the City involved with work associated with contract documents.
- k. **Safety Measures** – Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- l. **Quality Control Program** – The CM/GC shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the CM/GC’s QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations compliance

with the requirements of the Contract Documents.

Quality Control is the responsibility of the CM/GC. This Quality Control is not to be mistaken for the Quality Assurance Program provided by the City (construction materials testing & Special Inspection services, Consultant observations, etc.). These City-provided inspection and/or observation services are for the purpose of verifying the CM/GC's Quality Control.

- m. **Contract Interpretations** – Refer all questions, in writing, relative to interpretations of design intent to the Consultant. CM/GC shall implement an effective system for recording and tracking questions (RFI) and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, CM/GC is to identify any critical questions (RFI) that may impact either schedule, cost or quality of the Project.
- n. **Material Submittals, Shop Drawings and Samples** – In collaboration with the Consultant, establish and implement procedures for expediting the processing and approval of material submittals, shop drawings and samples. The Contractor shall plan on ten working days for submittal review by the Consultant team.
- o. **Reports and Project Site Documents** – Record the daily progress of the Project in a daily log available to the City and the Consultant. Submit, on a weekly basis, written progress reports and summaries of meetings to the City and the Consultant, including information of the subcontractors' work, labor resource levels by trade, safety violations, inspections or tests and the percentage of completion of item relative to the Project Schedule.
- p. **Record Documents** – Maintain at the Project site, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Project or the Work.
- q. **Start-Up and Training** - With the City's maintenance personnel, schedule and direct the checkout of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing by the appropriate subcontractor, representative or authority.
- r. **Attic Stock** - Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.
- s. **Warranty** – During the one-year warranty period, which starts at the date of Substantial Completion, perform two (2) warranty inspections, 1 each at 6 months and 11 months, and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or such other means as shall be required. Administer the one-year warranty period by the City's Warranty Work Request process.

4.6. Attached Documents: Click Links

- 1. [Work Breakdown Structure for Generating Cost Estimate](#)
- 2. [Risk Register Example](#)
- 3. [2022 Draft – Persigo WWTP Expansion Conceptual Drawings](#)
- 4. [Original Construction Record Drawings](#)

4.7. RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available | August 5, 2022 |
| • Mandatory Pre-Proposal Meeting Options | August 29, 2020 |
| | OR |
| • Inquiry deadline, no questions after this date | August 30, 2022 |
| • Addendum Posted | September 7, 2022 |
| • Submittal deadline for proposals | September 13, 2022 |
| • Owner evaluation of proposals | September 20, 2022 |
| • Interviews (if required) | September 21-29, 2022 |
| • Final selection | October 13-14, 2022 |
| • City Council Approval | October 20, 2022 |
| • Contract execution | November 2, 2022, |
| • Final GMP Established | November 3, 2022 |
| • Total Project Completion no later than | August 2023 |
| | December 31, 2025 |

4.8. Questions Regarding Scope of Services:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.* (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to J**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications (to include specifics to wastewater treatment plant expansions/construction) for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Information provided shall include but is not limited to:
 - Organizational chart of company and/or project team
 - Identification of key personnel
 - Professional qualifications, resumes and functions of personnel who will be assigned to the project
 - Specific related project experience of personnel
 - Personnel availability and time commitment proposed to meet the project schedule
 - Experience with wastewater expansion and retrofit projects that are on active operating plants
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe your proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems you propose to use in the execution of this project:
 - Cost control
 - Schedule control
 - Quality control (value engineering, methodology)
 - Value Engineering
 - Maintenance of Operations Plan
 - Risk Register

The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression

of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.

- D. Current and Anticipated Workload:** Describe your current workload and expectations in coordinating your current projects, anticipated projects and this project.
- E. Capability/Performance:** Provide brief project descriptions and histories that delineate your ability for at least four (4) projects completed in the past five years with a similar size, scope and delivery method to this project. Provide as a minimum:
- Project description
 - Project budget at 30% and 60%
 - Guaranteed Maximum Price; delineate specifically the fee and general conditions cost totals
 - Total dollar amount of change orders (exclusive of change of scope change orders)
 - Completed project cost inclusive of all change orders, final contractor fees, and general conditions.
 - Gross square footage, number of stories, and number of parking spaces
 - Major structural system(s)
 - Special or unique conditions, systems, characteristics, etc., including work that was fast tracked to meet an expedited schedule
 - Original and actual construction schedule comparisons and describe the difference
 - Owner's representative name and contact information
- F. Bonding Capacity:** Provide proof of bonding capacity for this project including CM/GC fees along with current and anticipated project workloads.
- G. References:** A minimum of five (5) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- H. Fee Proposal:** The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan

Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:

1. Fee & Pre-Construction Services

The CM/GC fee shall be all inclusive, and include all job indirect costs, home office overhead and profit, including, but not limited, to the following:

- a Salaries benefits and taxes or other compensation of the CM/GC's employees at the principal office and branch offices;
- b General operating expenses of the CM/GC's principal and branch offices other than the

- field office;
- c Any part of the CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Project;
- d Overhead or general expenses of any kind;
- e Salaries of the CM/GC's principal(s) or branch office employees when at the field office in whatever capacity employed and such employees when engaged on the road in expediting the production or transportation of materials and equipment;
- f Cost of data processing services required in the performance of the Work;
- g Cost of the premium for all insurance which the CM/GC is required to procure by this Agreement or is deemed necessary by the CM/GC;
- h Minor expenses such as facsimile messages, telegrams, long distance telephone calls, express mailing and similar petty cash items in connection with Pre-construction and/or the Construction Services;
- i Normal business expenses – payroll, consultants, materials, phone, postage, etc. Cost of insurance. In-house computer time and service. Word processing, accounting, and person-hour records. Permits and license fees. Mileage. Travel fees, room and board, per diem. Printing costs. Film and procession. Overtime. Any additional survey work. Additional required services.
- j Assume a minimum of 2 In-Person Partnering Sessions attended by at least Project Manager & Superintendent. All other bi-weekly project meetings may be attended virtually. Additionally, assume a minimum of 3 in-person project review workshops, or site visits.

2. General Conditions

The CM/GC General Conditions shall include all job direct onsite management costs including, but not limited, to the following:

- a Onsite Staff – Project Manager, Project Superintendent, Assistant Superintendent(s), Office/Field Engineers, Field Inspectors, Secretary and all staff necessary to complete all tasks required. All onsite employees of the CM/GC with the exception of self-performed work authorized by the City and bid in accordance with this agreement, shall be considered staff and shall be identified within the General Conditions and not part of the “Direct Cost of the Work”.
- b Onsite Equipment and office expenses – personal computers, copy machine, fax machine, first aid supplies, office or trailer rental (including moving costs), storage trailer, telephones, generators (for CM/GC’s office), radios and office furniture, facsimile messages, telegrams, long distance telephone calls and mailings;
- c Onsite Services – temporary toilets, project sign, bulletin boards, street / walk / parking lot cleaning / snow removal and trash removal;
- d Onsite Utilities – temporary enclosures / weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water;
- e Safety – safety programs, handrails and toe boards, fire extinguishers and general fire protection, temporary stairs, construction fencing and covered walkways;
- f Insurance and Bonds – errors and omissions, general liability, workers’ compensation, FICA, federal and state unemployment and performance and payment bonds and builders risk;
- g Miscellaneous – project photographs, warranty inspection and coordination, jobsite construction fencing, storage or tool trailers, protection of open space, etc., construction sign and on-site construction signage, jobsite communications (radios, etc.), mailing and shipping

of shop drawings, samples, etc., snow and ice removal (specify amount or use an allowance), security costs, final clean-up, assistance in start-up and owner orientation for all building systems, preparation, issuance to owner of record drawings (red-lined as-built drawings) for use by the architect (and engineers) to complete final as-built drawings and required Operating and Maintenance manuals, small tool allowance, safety and safety manager, dust control, scaffolding, temporary heat, travel, per diem, punch list and project close-out.

- I. **Legal Proceedings/Lawsuits:** State any and all legal proceedings, and or lawsuits you firm has been involved with in the last 3 years, is currently involved with, and/or has pending. Describe the reason for each instance, and the outcome.
- J. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- K. **Financial Statements:** If selected as the preferred proposer, Owner may require proposer to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 **Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 85%

- | |
|---|
| <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (5)
(Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (15)
(Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (30)
(Firm's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (35)
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.) |
|---|

The following criteria shall be worth 15%
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- | |
|--|
| <ul style="list-style-type: none"> • Fees (15) |
|--|

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews. The schedule for this is described above.

6.4 Award: Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: PROJECT SCHEDULE

The key milestones for the **Persigo Wastewater Treatment Plant Expansion Projects Schedule**.

The current design schedule as conceived by Consultant is as follows:

30% Design Review Workshop	October 6, 2022
60% Design Review Workshop	January 30, 2022
90% Design Review Workshop	May 2, 2022
Final GMP Development	June 6, 2022

The CM/GC should evaluate the schedule put forth by Consultant with narrative described below the completion of the CM/GC schedule below as part of the proposal and include any other key dates needed. Also, if the CM/GC believes a certain date related to the Consultant is in need of revision, please indicate this in your proposal.

SECTION 8.0: SOLICITATION RESPONSE FORM**Bid Date:** _____**Project:** RFP-5099-22-DH "Phase 1 Persigo Wastewater Treatment Plant Expansion Projects CM/GC"**Bidding Company:** _____**Name of Authorized Agent:** _____**Email** _____**Telephone** _____ **Address** _____**City** _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Scope of Services, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

COST/PRICING PROPOSAL FORM
RFP-5099-22-DH “Phase 1 Persigo Wastewater Treatment Plant Expansion Projects
CM/GC”

Date: _____

CM/GC Cost/Pricing proposal shall be based upon a \$46,307,000
construction budget.

- | | | |
|---|---------|-----------------|
| 1. CM/GC Pre-Construction Services Fee | | \$ _____ |
| 2. CM/GC Construction Services Fee (OH&P) | % _____ | \$ _____ |
| (provide in both % and \$) | | |
| 3. General Conditions (NTE) | | \$ _____ |
| Total CM/GC Fee | | \$ _____ |

Total CM/GC Fee Written:

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Company: _____

Authorized Signature: _____

Title: _____



Purchasing Division

ADDENDUM NO. 1

DATE: August 29, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Phase 1 Persigo Wastewater Treatment Plant Expansion Projects – CM/GC
RFP-5099-22-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. I was reading over the RFP for the project above and I wondered if there might be an error in the Dates in **Section 7.0 Project Schedule**. Starts with **30% in October 2022** - shouldn't the 60% be listed in January of **2023** and not 2022 as well as the 90% and Final GMP. See snippet from the RFP below?

SECTION 7.0: PROJECT SCHEDULE

The key milestones for the **Persigo Wastewater Treatment Plant Expansion Projects Schedule**.

The current design schedule as conceived by Consultant is as follows:

30% Design Review Workshop	October 6, 2022
60% Design Review Workshop	January 30, 2022
90% Design Review Workshop	May 2, 2022
Final GMP Development	June 6, 2022

The CM/GC should evaluate the schedule put forth by Consultant with narrative described below the completion of the CM/GC schedule below as part of the proposal and include any other key dates needed. Also, if the CM/GC believes a certain date related to the Consultant is in need of revision, please indicate this in your proposal.

- A. The dates are shown incorrectly in the RFP. The 60% Design Review Workshop will be January 30, 2023. The 90% Design Review Workshop will be May 2, 2023; and the Final GMP Development will be June 6, 2023. Note: these dates are subject to change.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'Duane Hoff Jr.', written in a cursive style.

Duane Hoff Jr., Contract Administrator
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: September 2, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Phase 1 – Persigo Wastewater Treatment Plant Expansion Project – CM/GC
RFP-5099-22-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. Q. Is it okay for a Contractor that attended the pre-bid to propose on the project with a JV (Joint Venture) partner that did not attend the pre-bid?**

A. Yes.
- 2. Q. Is a Bid Bond required with our proposal?**

A. In further review of this question, Bid Bonds will not be required for this solicitation process. However, Contractors are required to provide information pertaining to Section 5. Preparation and Submittal of Proposals, Item F - Bonding Capacity.
- 3. Q. What is the City's intent to self-perform any of the work for this project, if any?**

A. At this time, the City has no intentions to self-perform any construction items needed for this expansion project. With that being said, Persigo staff will provide cleaning of the aeration basins when the basins have to be taken off-line for construction purposes.
- 4. What about potholing for utilities, as this would need to be considered for the pre-construction phase and pricing proposal?**

A. The City of Grand Junction currently has an "on-call" utility hydro-excavation (potholing) contract with Apeiron Utility Construction of Grand Junction, Colorado. The City of Grand Junction and Apeiron will complete all potholing needed for the Project. The CM/GC under contract for the Phase 1 Persigo WWTP Expansion Project and the City's Consultant shall identify existing underground utilities that need to be located to help with design and construction. The Persigo Wastewater Project Manager will be responsible for working with Apeiron on getting requested underground utilities potholed and the City Surveyor will

survey the exposed utility for accurate horizontal and vertical information. Apeiron will invoice the City of Grand Junction directly for this work. As a result, Bidders submitting proposals shall not include pricing in their proposal for potholing services.

5. Q. The project, in total, is valued around \$49M +/- . Does the City foresee any special funding (AIS, SRF...etc) that would be required for this project?

A. The current project budget is entirely cash funded through City funds. However, if the future established GMP exceeds the budget amount, the City may choose to pursue other avenues of funding to make up the difference (such as AIS, SRF, DOLA, etc.). If this occurs, there may be various requirements attached to receiving such funding, that the CM/GC shall be responsible for meeting any and all such requirements.

6. Pertaining to Bonding Capacity, it should be noted that if the final future established GMP exceeds the current stated budget amount, that the CM/GC shall need to provide evidence and assurance of their bonding capacity being able to meet a potential GMP amount that may exceed the current construction budget stated with their proposal submittal.

7. Q. In relation to the Onsite Staff portion of the General Conditions section and pricing, can the City provide the list of what is expected for personnel for proper comparison?

A. Pertaining to the Onsite Staff portion/section of the General Conditions, CM/GC shall provide a full listing breakdown and associated costs for all Onsite Staffing, to include, but not limited to: Project Manager; Project Superintendent; Assistant Superintendent(s); Project/Field/Office Engineer(s); Field Inspectors; Project Estimator(s), Concrete/Equipment/Mechanical Foreman, Secretary/Administrative Assistant, etc. Assistant. This shall accompany the CM/GC's General Conditions breakdown and listing described in Item 8 of this addendum.

8. Pertaining to Section 5. Preparation and Submittal of Proposals, Item H – Fee Proposal, Subsection 2 General Conditions, CM/GC shall provide a full breakdown and listing of all items related to their proposed General Conditions Fee.

9. As this project is being delivered as a CMGC, and it is intended to successfully negotiate a GMP following the completion of the 90% Construction Documents, all preconstruction services will be completed and are not part of the General Conditions. The preconstruction services should also account for estimating services necessary to develop the GMP.

10.Q. Does the City of Grand Junction anticipate procuring any equipment on their own for the project?

A. No. The CM/GC will be responsible for procuring equipment. If certain equipment/materials need to be procured because of long lead times before the final GMP contract is established, then the City will issue purchase orders (PO) for purchase of the equipment/materials. The intention is for the CM/GC to carry the insurance, handling, storage, and care of the equipment rather than the City taking on that responsibility for any items needing to be purchased prior to establishing the GMP. Since most early procurement packages will be greater than \$200,000, all early procurement packages will need to be approved by City Council.

11.Q. Confirm the design will be at the 30% level once the CMGC is selected?

A. That is the plan. Currently, the 30% designs are scheduled to be submitted on October 27, 2022, however, there could be delays.

12.Q. Is there a page limit to the proposal? Font and size limitations?

A. There is no page limit, or font and size limitations to submitted proposals. We just request that your submitted proposals are reasonable in pages.

13.Q. Confirm that per Section 5.0 – Item K, financial statements are not required with the proposal but may be requested by the City at a later date?

A. This is correct.

14.Q. Does the City anticipate a specific amount of CMGC candidates that will be shortlisted for interviews?

A. There is no specified amount of CM/GC candidates that will be shortlisted for interviews.

15.Q. There is a statement in the front-end request where the City may consider a phase approach regarding construction and procurement. Interested to learn more if the City has any specific approach requirements?

A. At this time, there is no specific construction sequence and/or phasing of this Phase 1 expansion project. Discussions between Persigo staff, the City's Consultant, and the CM/GC may help determine a construction phasing plan that makes sense for the continued uninterrupted operation of the Persigo WWTP. Funding requirements or permitting requirements may have an impact upon phasing of the project. At this time, that is not foreseen.

16.Q. When was the Burns and McDonnell Opinion of Probable Costs generated?

A. The OPCC was developed in the 2020 Wastewater Treatment Facilities Master Plan that Carollo Engineers completed. Estimated pricing was done in 2020/2021.

17.Q. Will you provide the subconsultants that the City and/or Burns and McDonnell are utilizing for this project?

A. The City is currently using RockSol Consulting Group for the geotechnical investigation and geotech report. Burns and McDonnell are using Kaart Planning for surveying. The City also has Apeiron Utility Construction under contract for "as needed" potholing services.

18.Q. Does the City (or Burns and McDonnell) have any specific manufacturers for equipment at this time?

A. Nothing has been finalized for specific manufacturers of equipment.

19.Q. Are the current Persigo construction projects, or future construction projects (Odor Control) anticipated to overlap with Phase 1 construction?

- A. *The current Persigo construction project that is working on the FE Basins and the primary clarifiers should be completed by the end of September 2022. The upcoming Odor Control project at Persigo should be completed by April/May 2023. At this time, there should be no active construction happening on Persigo property when this Phase 1 expansion project starts.*

20.Q. Can the City define appropriate laydown/storage areas?

- A. *See attached exhibit that highlights areas within the Persigo WWTP property that will most likely be considered acceptable areas for laydown/storage areas.*

21.Q. Will proposers need to be on the City's prequalification list in order to submit proposals?

- A. *No.*

22.Q. Who is on the review committee?

- A. *The review/evaluation committee is confidential.*

23.Q. Is the City planning on conducting soil analysis/boring? If so, is that information available?

- A. *RockSol Consulting Group completed soil borings and analysis work about 4-weeks ago. RockSol is currently working on the draft geotech report. The geotech report will be made available once it is completed.*

24.Q. Does the CM/GC need to bid their own self performed work against other sub-contractors?

- A. *The City will not require CM/GC to bid their own self performed work against other sub-contractors of that certain trade.*

25. See attached sample contract.

The original solicitation for the project noted above is amended as noted.

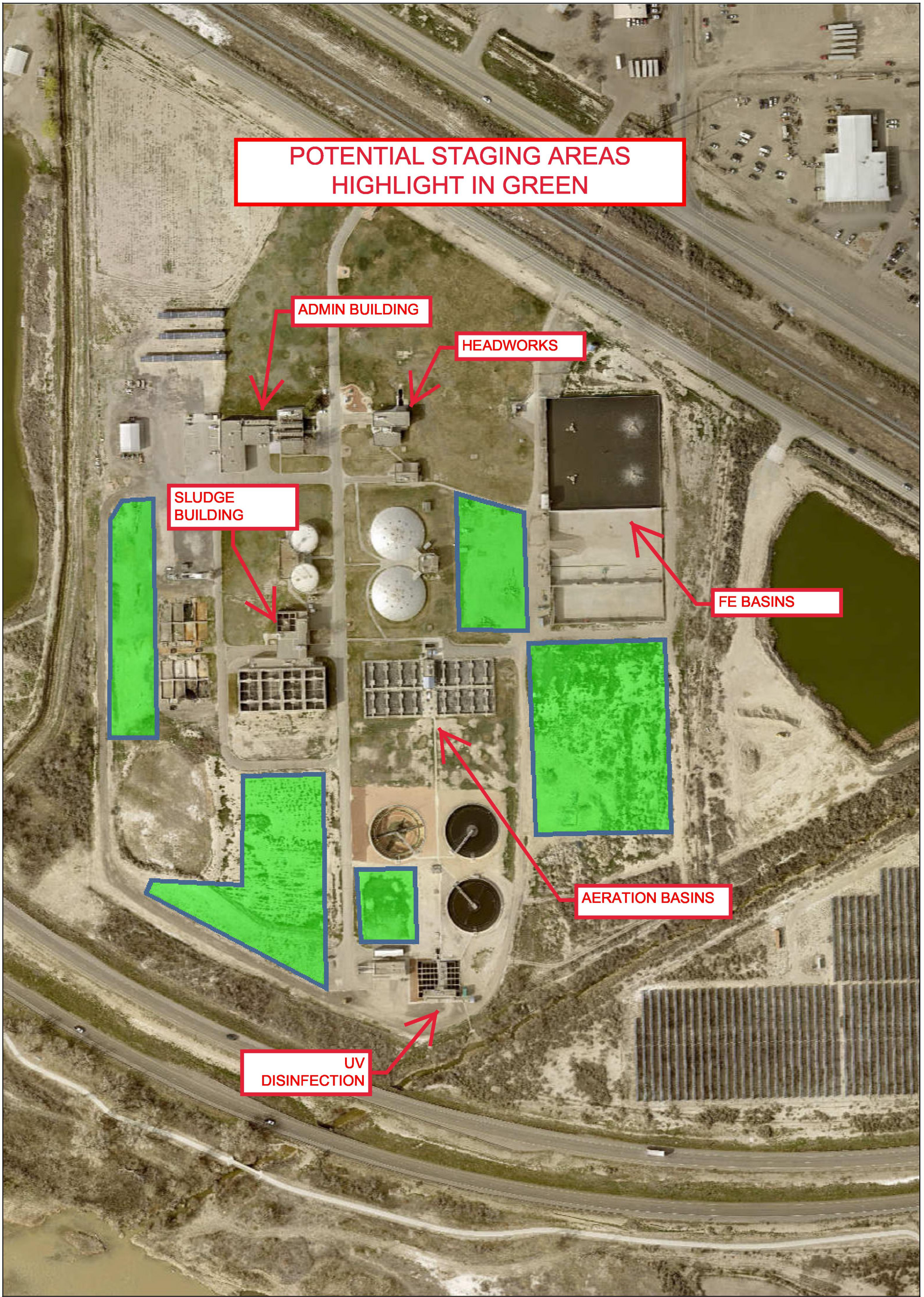
All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Contract Administrator
City of Grand Junction, Colorado

Potential Staging Areas - Phase 1 Expansion





CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this ____ day of _____, 2022 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and _____ hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed **Responses** would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Title & Number**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. **Negotiated Terms and Conditions/Scope of Work etc.**
- c. Solicitation Documents for the Project; **Solicitation Name;**
- d. Notice of Award
- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders

h. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Amount Written (\$Amount Numerical)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: _____
Title: _____

Date

(Contractor's Name)

By: _____
Title: _____

Date



Purchasing Division

ADDENDUM NO. 3

DATE: September 15, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Phase 1 – Persigo Wastewater Treatment Plant Expansion Project – CM/GC
RFP-5099-22-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- 1. Q. Pertaining to Builder's Risk Insurance, does the required level of insurance coverage remain at \$5 million throughout the project, or does the coverage amount increase to the amount established by the final GMP? Is Builder's Risk Insurance required up front prior to construction starting?**
 - A. Builder's Risk Insurance shall remain at the \$5 million dollar minimum throughout the project, and must be obtained and presented to the City prior to construction beginning, including any work that may need to take place as result of an early release package prior to the establishment of the GMP.*
- However, contractor's General Liability Insurance shall be increased to the amount of \$30 million dollars prior to the start of construction.*

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a horizontal line.

Duane Hoff Jr., Contract Administrator
City of Grand Junction, Colorado



RFP-5099-22-DH

PHASE 1 PERSIGO WASTEWATER TREATMENT PLANT EXPANSION PROJECTS (CM/GC)

CITY OF GRAND JUNCTION, CO



SUBMITTED BY:

Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, CO 80127

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A COVER LETTER





7911 Shaffer Parkway, Littleton, CO 80127
Phone: 303.791.3600
Fax: 303.791.1801
www.garney.com

November 11, 2022

Duane Hoff Jr.
City of Grand Junction
250 N. 5th Street, Room #245
Grand Junction, CO 81501

Subject: RFP-5099-22-DH
Phase 1 Persigo Wastewater Treatment Plant Expansion Projects – CM/GC
Garney Revised Pricing Proposal

Dear Mr. Hoff:

Garney has received the Letter of Intent informing us that we are the preferred proposer, with the understanding that negotiations are requested by the City before a contract can be issued.

Based on this request Garney offers to reduce our CM/GC Construction Services Fee from 12.50% to 10.00%. Find attached our revised Cost/Pricing Proposal Form based on this reduction.

We believe this shows our willingness to partner with the City and we look forward to working together through the Preconstruction and Construction Phases of this project.

Please feel free to reach out to me with any questions.

Respectfully submitted,

GARNEY COMPANIES, INC.

A handwritten signature in blue ink, appearing to read "Joel Heimback", written over a horizontal line.

Joel Heimback
Director of Western Plant Operations
(303) 725-8456

COST/PRICING PROPOSAL FORM
RFP-5099-22-DH "Phase 1 Persigo Wastewater Treatment Plant Expansion Projects
CM/GC"

Date: Revised November 11, 2022

CM/GC Cost/Pricing proposal shall be based upon a \$46,307,000
construction budget.

1. CM/GC Pre-Construction Services Fee	\$	<u>421,814</u>
2. CM/GC Construction Services Fee (OH&P) (provide in both % and \$)	% <u>10.00</u> \$	<u>*4,209,727</u> <small>* applied to a direct cost of \$42,097,273 for a total cost of \$46,307,000</small>
3. General Conditions (NTE)	\$	<u>4,053,705</u>
Total CM/GC Fee	\$	<u>8,685,246</u>

Total CM/GC Fee Written:

Eight Million Six Hundred Eighty Five Thousand Two Hundred and Forty Six Dollars

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Company: Garney Companies, Inc.

Authorized Signature:



Title: Director of Western Plant Operations

PHASE I PERSIGO WWTP EXPANSION PROJECTS (CM/GC)

CITY OF GRAND JUNCTION, CO

SEPTEMBER 20, 2022

City of Grand Junction
Duane Hoff Jr., Contract Administrator

Dear Duane Hoff Jr. and Selection Committee Members,

The Phase 1 Persigo Wastewater Treatment Plant Expansions Project is an important initiative aimed to meet the needs of the growing population of Grand Junction. Garney Companies, Inc. (Garney) commends the City of Grand Junction (the City) for your foresight of this growing need, and is excited about the prospect of getting back to the Grand Junction area to perform significant upgrades needed to align wastewater facilities planning with the City's adopted 2020 Comprehensive Plan.

GARNEY BRINGS THE FOLLOWING BENEFITS TO THE CITY:



STORIED WWTP HISTORY WITH BURNS & McDONNELL (BMcD)

Garney and BMcD have completed 72 wastewater and water projects together, totaling more than \$800M throughout the United States. Half of those projects were completed in Colorado and 26 were completed using a collaborative delivery method. Our familiarity with one another and the relationships we have fostered with suppliers and subcontractors allow us to hit the ground running, ensuring the project is completed on schedule and within budget. Currently, Garney and BMcD are partnered on the \$42M Cherokee Reclamation Facility Project in Colorado Springs where the team has been able to navigate the volatile market while saving the Owner \$3M through value engineering (VE) ideas.



AVAILABLE WWTP EXPERTS IN COLORADO

Having local resources dedicated to a project of this level of importance is critical to its success. Our industry-leading resources and relationships in Colorado set us apart as your ideal CM/GC partner. *Garney is familiar with Grand Junction from our local work just minutes down the road, constructing the \$22M Fruita Wastewater Reclamation Facility (WRF). Just like the Fruita WRF, where we completed the project under budget and ahead of schedule, our team will be intently tuned into the needs of the project through open communication with the City and BMcD.*



ABILITY TO MAINTAIN YOUR PLANT OPERATIONS

Garney has completed 71 treatment plant rehabilitation projects in Colorado. With this similar experience and working together, with your operations and maintenance staff, we will develop Maintenance of Plant Operation plans while design is still in the early stages and will ensure your operator's preferences are heard. This will allow the City, BMcD, and Garney to collaboratively enhance the design plans with plant operations at the forefront of decision-making. Continuous operations are of utmost importance and as a three-pronged team, we will ensure minimal disruptions throughout construction.



WWTP EXPERTISE

Garney's wastewater experience is unmatched across the industry. Our award-winning projects in Colorado within the last five years prove our dedication to delivering the highest quality projects centered around safety, schedule adherence, and cost consciousness. For more project-specific information, see Section E - Capability/Performance.



PERSONNEL YOU CAN TRUST

160 YEARS COMBINED INDUSTRY EXPERIENCE

83 TOTAL YEARS AT GARNEY

79 COLLABORATIVE PROJECTS DELIVERED

INDUSTRY EXCELLENCE

Engineering News-Record (ENR) Rankings (2021):

#5 WASTEWATER TREATMENT PLANTS

#6 ENVIRONMENTAL FIRM IN WASTEWATER TREATMENT

#6 TOP 30 ALL-ENVIRONMENTAL FIRMS

There is no better CM/GC team fit for this project than Garney. We thank you for this opportunity and are excited to build a long-term relationship with the City on this project.

JOEL HEIMBUCK, DBIA

7911 Shaffer Parkway
Littleton, CO 80127
Director of Western Plant Operations
jheimbeck@garney.com
(303) 725-8456

HEATH BROOKS

Project Manager
hbrooks@garney.com
(303) 489-2152

Joel Heimbeck, Director of Western Plant Operations, will be our team's principal contact person.

Heath Brooks - Project Manager, is authorized to make presentations on behalf of the firm.

Acknowledgment of Addenda:

ADDENDUM #1 // 08.29.2022

ADDENDUM #2 // 09.02.2022

ADDENDUM #3 // 09.15.2022

B QUALIFICATIONS/EXPERIENCE/ CREDENTIALS



B. QUALIFICATIONS/ EXPERIENCE/ CREDENTIALS

We are a national and local leader in wastewater and water construction. Since our founding, we have focused solely on building wastewater and water systems of varying sizes for municipal, federal, industrial, and private clients. Garney has 1,900 employee-owners (650 professional and 1,250 craft workers) across 18 offices nationwide. *Since opening our first office in Colorado 40 years ago, we have built trust and long-term relationships with numerous municipalities, and constructed 76 wastewater treatment plant projects throughout Colorado.*

ORGANIZATIONAL CHART OF COMPANY AND/OR PROJECT TEAM

See following page for our project team’s complete organizational chart.

IDENTIFICATION OF KEY PERSONNEL

See following page for our project team’s complete organizational chart, including identification of key personnel.

PROFESSIONAL QUALIFICATIONS, RESUMES, AND FUNCTIONS OF PERSONNEL WHO WILL BE ASSIGNED TO THE PROJECT

See page 3 for resumes featuring professional qualifications and project responsibilities for all key personnel listed on the organizational chart.

SPECIFIC RELATED PROJECT EXPERIENCE OF PERSONNEL

See page 37 for a table of related, similar project experience of personnel.

PERSONNEL AVAILABILITY AND TIME COMMITMENT PROPOSED TO MEET THE PROJECT SCHEDULE

We understand personnel availability and commitment are vital to your project’s success, our team’s breakdown availability is provided below:

 = PRECONSTRUCTION
 = CONSTRUCTION

JOEL HEIMBUCK, DBIA, PRINCIPAL-IN-CHARGE



MATT WAMPLER, DBIA, ENV SP, CM/GC ADVISOR



HEATH BROOKS, PROJECT MANAGER/VE/CONSTRUCTABILITY



CHAD HULAN, CHIEF ESTIMATOR



GERARDO GOMEZ, SUPERINTENDENT/VE CONSTRUCTABILITY



HEIDI WAGNER, ASSISTANT PROJECT MANAGER



JANET MARRIAGE, ASP, CHST, SAFETY MANAGER



JEFFERSON LEWIS, ENV SP, START-UP & COMMISSIONING MANAGER

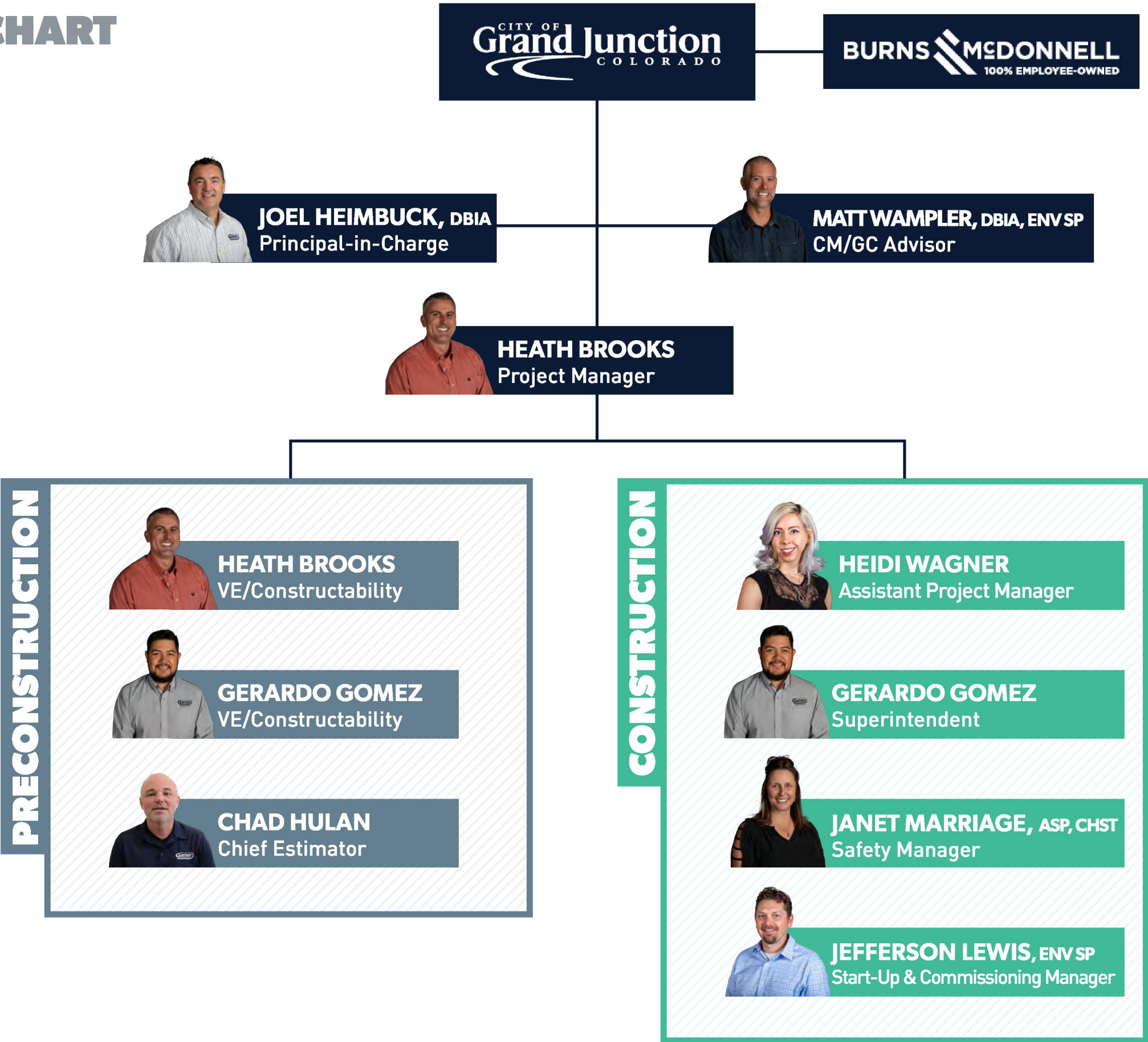


EXPERIENCE WITH WASTEWATER EXPANSION AND RETROFIT PROJECTS THAT ARE ON ACTIVE OPERATING PLANTS

Our team has worked together for more than 80 years, specializing solely in wastewater/water projects—most of which were completed in Colorado. Garney’s industry-leading resources and relationships will provide a key benefit for meeting the City’s goals for completing Phase 1 Persigo Wastewater Treatment Plant Expansion Projects on schedule and within budget.

See Section E: Capability/Performance for a more in-depth look at our project experience on WWTPs in Colorado.

ORGANIZATIONAL CHART



A PROVEN PARTNERSHIP



Heath Brooks - Project Manager, recently collaborated with BMcD on a CM/GC treatment plant project for the Town of Castle Rock, CO. The preconstruction phase included an initial conference and meetings attended by the Town, BMcD, and Garney. These meetings included constructability reviews, VE, and preliminary cost estimates as the project progressed. Jefferson Lewis - Start-up & Commissioning Manager successfully started up the plant in partnership with BMcD.

TOGETHER, THE TEAM GENERATED NEARLY \$1M IN VE SAVINGS ON THE \$28M PROJECT.



JOEL HEIMBUCK, DBIA

PRINCIPAL-IN-CHARGE

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

17 years

INDUSTRY EXPERIENCE

27 years

EDUCATION

Colorado State University, BS in Construction Management

CERTIFICATIONS & TRAINING

CO Fire Suppression Systems Contractor License QP 19-U-07847

Hazard Communication/MSDS

OSHA 10-Hour

OSHA Competent Person - Confined Space and Trenching & Excavation

TIME COMMITMENT

PRECONSTRUCTION

20% DEDICATED

CONSTRUCTION

20% DEDICATED

★ Denotes Reference Project

PROJECT ROLE

Joel brings 27 years of expertise in the wastewater/water industry. As Principal-In-Charge, he will be responsible for the overall success of the project. He will provide support to ensure the City's concerns are promptly addressed. Joel will provide the assistance necessary to make this project a success. During preconstruction, he will support the cost estimate review/support team and ensure adequate attention and input is supplied to the City and BMcD during the design phase. During construction, Joel will ensure the team has the resources to effectively execute the project safely, on schedule, and within budget.

RELEVANT PROJECT EXPERIENCE

★ PAR 1088 NORTHERN TREATMENT PLANT (PROGRESSIVE DESIGN-BUILD)

Metro Water Recovery (Formerly Metro Wastewater Reclamation District) / \$98,998,176

Principal-In-Charge. Construction of a new 24 MGD WWTP including an administration/visitors building, electrical buildings, odor control facilities, chemical storage facility, headworks building, primary splitter structure, primary clarifiers, primary pump station, bioreactors, aeration blower building, secondary clarifiers, a RAS/WAS pump station, tertiary pump station, tertiary flocculation sedimentation basins, tertiary filters, UV disinfection building, PRW/FBS pump station, effluent meter vault, gravity thickening basins and pump station, WAS thickening, digesters, dewatering building, centrate handling, cogeneration facility, and outfall structure.

★ CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Cherokee Metropolitan District / \$42,304,133

Principal-In-Charge. In partnership with BMcD, construction included a new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation.

WHY JOEL?

25

COLLABORATIVE DELIVERY
PROJECTS COMPLETED

48

PROJECTS GUIDED TO
SUCCESSFUL COMPLETION
AS PRINCIPAL-IN-CHARGE

90%

OF PROJECTS COMPLETED
IN COLORADO

★ WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

City of Loveland, CO / \$35,133,341

Principal-In-Charge. Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

★ NORTH WATER RECLAMATION FACILITY INFRASTRUCTURE PHASE 1A IMPROVEMENTS (CMAR)

Parker Water & Sanitation District / \$57,427,125

Principal-In-Charge. CMAR services for improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant which included headworks, chemical storage & feed, screening, grit removal, odor control, primary clarifier, polymer injection, primary sludge pump station, and AWT facility including flocculation, sedimentation, and filtration. Also included UV disinfection, replacement of DAFT with rotary drum thickeners, conversion of aerobic digesters to ATAD, and upgrades to primary power metering/distribution, standby power, I&C, and PLC.

GRISWOLD WPF SOLIDS HANDLING IMPROVEMENTS (CM/GC)

City of Aurora, CO / \$36,000,000

Principal-In-Charge. The scope is being completed in two phases consisting of Phase 1 pipeline installation including 900 LF of 24" DIP and 150 LF of

36" steel reclaimed waterlines and upgrades to process piping systems. Phase 2 consists of the demolition of three existing filter backwash lagoons and replacement with five new basins, a splitter box, backwash recycle pump station, modifications to the suction and discharge piping, replacement of the backwash supply pumps, two new backwash supply/filter-to-waste isolation valves, electrical upgrades, two 60" manholes, and paving.

WPCF NITRIFICATION PROJECT PHASE II (CMAR)

City of Greeley, CO / \$30,345,334

Principal-In-Charge. Construction of a new 1.1 MG aeration basin; modification of four existing aeration basins to convert operation from in-series to in-parallel and includes isolation gate replacement, diffused aeration system modifications, baffle walls, and demolition of existing anoxic mixers and pumps; unaerated zones in an A2O process arrangement; MLR pump station; and modifications to existing RAS pump station. Additional work includes earthwork, internal traffic routing modifications, electrical, instrumentation, and SCADA upgrades to support improvements.

PLUM CREEK WPF ADVANCED TREATMENT PROJECT (CM/GC)

Town of Castle Rock, CO / \$28,452,538

Principal-In-Charge. In partnership with BMCD, construction included installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.



MATT WAMPLER, DBIA, ENV SP

CM/GC ADVISOR

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

22 years

INDUSTRY EXPERIENCE

22 years

EDUCATION

Colorado State University, BS in Construction Management

CERTIFICATIONS & TRAINING

CO Commercial Building Contractor Supervisor License
2019 1674784 00 SL

Design-Build Professional

OSHA 10-Hour

OSHA Competent Person - Confined Space

TIME COMMITMENT

PRECONSTRUCTION

25% DEDICATED

CONSTRUCTION

25% DEDICATED

★ Denotes Reference Project

PROJECT ROLE

Matt brings 22 years of experience in construction where he has proactively managed schedule, material procurement, and subcontractors on multi-million dollar wastewater and water treatment projects, as well as interfacing with design teams and owners. As CM/GC Advisor, Matt will be heavily involved in VE and constructability efforts and ensure the team reaches a GMP acceptable to the City. During construction, he will oversee the CM/GC process including client satisfaction, quality, safety, and adherence to the schedule.

RELEVANT PROJECT EXPERIENCE

★ PAR 1088 NORTHERN TREATMENT PLANT (PROGRESSIVE DESIGN-BUILD)

Metro Water Recovery (Formerly Metro Wastewater Reclamation District) / \$98,998,176

Senior Project Manager. Construction of a new 24 MGD WWTP including an administration/visitors building, electrical buildings, odor control facilities, chemical storage facility, headworks building, primary splitter structure, primary clarifiers, primary pump station, bioreactors, aeration blower building, secondary clarifiers, a RAS/WAS pump station, tertiary pump station, tertiary flocculation sedimentation basins, tertiary filters, UV disinfection building, PRW/FBS pump station, effluent meter vault, gravity thickening basins and pump station, WAS thickening, digesters, dewatering building, centrate handling, cogeneration facility, and outfall structure.

★ CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Cherokee Metropolitan District / \$42,304,133

Senior Project Manager. In partnership with BMCD, construction included new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation.

WHY MATT?

10
COLLABORATIVE DELIVERY
PROJECTS LED

22
YEARS OF WWTP
EXPERIENCE

94%
OF PROJECTS COMPLETED
IN COLORADO

★ WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

City of Loveland, CO / \$35,133,341

Senior Project Manager. Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

75TH STREET WASTEWATER TREATMENT PLANT UPGRADES

City of Boulder, CO / \$28,477,763

Assistant Project Manager. Included improvements to expand the plant's treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from a trickling filter / solids contract process to an activated sludge process. This required the retrofit to an existing pump station, three new activated sludge aeration basins, new blower building, and a new 85' secondary clarifier. Additional work included demolition to accommodate new construction, site piping, grading, and upgrades to the electrical and I&C systems.

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENTS

Metro Water Recovery (Formerly Metro Wastewater Reclamation District) / \$48,340,421

Project Manager. Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

PARKER NORTH WATER RECLAMATION FACILITY

Parker Water & Sanitation District / \$3,338,428

Project Manager. Construction of an aeration basin, an advanced water treatment building, digesters, clarifiers, blower building, headworks, backwash building and dewatering building.

THORNTON WATER TREATMENT PLANT REPLACEMENT (PROGRESSIVE DESIGN-BUILD)

City of Thornton, CO / \$85,389,462

Project Manager. In partnership with BMcD, this 20 MGD greenfield conventional treatment process plant included preoxidation, conventional pretreatment basins, intermediate ozone, biological filtration, and chlorine for disinfection. The pipeline work included 1,190 LF of 6" and 4" PVC gravity sewer pipe, 1,085 LF of 12" to 24" RCP stormwater pipes, and 1,495 LF of 30" and 24" DIP raw water pipes.



HEATH BROOKS

PROJECT MANAGER, VE/ CONSTRUCTABILITY

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

4 years

INDUSTRY EXPERIENCE

22 years

EDUCATION

Purdue University, BS in
Construction Management

CERTIFICATIONS & TRAINING

CO Storm Water Management
and Erosion Control

TIME COMMITMENT

PRECONSTRUCTION

100% DEDICATED

CONSTRUCTION

100% DEDICATED

Heath will be 100% dedicated
to both preconstruction and
construction phases

PROJECT ROLE

Heath brings 22 years of experience in construction where he has proactively managed schedule, material procurement, and subcontractors on multi-million dollar wastewater and water treatment projects, as well as interfacing with design teams and owners. As Project Manager and VE/Constructability, Heath will manage and lead VE and constructability efforts as well as GMP development. During construction, he will direct the team in achieving project goals, ensure the schedule and budget are met, and monitor the quality and safety programs.

RELEVANT PROJECT EXPERIENCE

PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT (CM/GC)

Town of Castle Rock, CO / \$28,452,538

Project Manager. In collaboration with BMcD, construction included installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

SACWSD INTERCONNECT DESIGN AND CONSTRUCTION (DESIGN-BUILD)

South Adams County Water & Sanitation District / \$3,529,000

Project Manager. Installation of interconnect pipelines consisting of 5,280 LF of 6" to 12" PVC finished water transmission lines; tie-ins to SACWSD's existing lines at street intersections; a new vault; a new raw water pump station including two 15 hp vertical split case; and water service connections. Additional work included paving, dewatering, and electrical.

OLD EATON PIPELINE REPLACEMENT PROJECT - PHASE 1

North Weld County Water District / \$696,516

Project Manager. Removed 1,500 LF of 16" DIP and replacement with 1,500 LF of 20" PVC water main. The waterline was kept in service with a bypass consisting of 1,500 LF of 12" HDPE line.

WHY HEATH?

22
YEARS IN THE
WASTEWATER/WATER
INDUSTRY

100%
INVOLVED IN PRECON &
CONSTRUCTION

2
COLLABORATIVE DELIVERY
PROJECTS MANAGED IN
COLORADO

PAR 1232 SECOND CREEK INTERCEPTOR AND SAND CREEK INTERCEPTOR SYSTEM IMPROVEMENTS (CMAR)

Metro Water Recovery / \$133,253,560

Facilities Project Manager. This project's purpose is to provide a regional solution to wastewater conveyance in the northeastern part of Denver. This CMAR project includes the installation of 17 miles of 30" to 60" fiberglass gravity interceptor sewer along with 175 manholes ranging from 48" to 144", connection structures, 3 Parshall flume metering facilities with ultrasonic transducers, and a biofilter odor control facility. The work includes several trenchless pipe installations that cross under highways, major roads, and railroads consisting of three 48" auger bores totaling 743 LF, two 48" hand tunnels totaling 1,191 LF, and eight micro tunnels ranging from 73.5" to 48" totaling 4,243 LF; 850 LF of 36" and 48" fiberglass siphon structure piping crossing the South Platte River installed using open-cut requiring cofferdams and bypass pumping; deep excavations up to 40 VF for 6,970 LF of the mainline installation requiring 356,500 CY of cut/fill; bypass pumping ranging in capacity from 0.1 to 6 MGD; seven miles of dewatering for the mainline installation; and four connections to existing lift stations ranging from 15" to 60". Due to the suburban location of the project, public relations activities including public meetings will be held to inform residents.

LEPRINO FOODS WWTP*

Leprino Foods

Project Manager. Construction elements consisted of 12 acres of site over lot grading and installing over 15,000 feet of 8" to 24" diameter SDR 11 HDPE process piping. Also included storm sewer installation of varying type and diameter.

PAR 832 TNW 42" FORCE MAIN PARALLEL AND PUMP STATION IMPROVEMENTS

Metro Water Recovery / \$3,529,000

Project Manager. Construction of 7,860 feet of 42" diameter polyurethane lined steel force main pipe. 2,700 feet of pipe was placed within the Robert W. Hite Treatment Facility in between existing clarifiers. The project contained 250 feet of pipe crossing the South Platte River installed using open-cut, requiring cofferdams and bypass pumping, a 54" diameter 270-foot-long hammer bore casing under Interstate 270 and a 54" diameter 311-foot-long hammer bore casing under Interstate 76 to pump wastewater from the York Street Pump Station to Metro Water Recovery's Robert W. Hite Treatment Facility. Pump station improvements included new 42" process piping, three new booster pumps, multiple remote controlled actuated valves, upgraded SCADA systems, installation of a new 42" magnetic meter and a new flow control structure.

* = Denotes experience with previous firm



CHAD HULAN

CHIEF ESTIMATOR

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

11 years

INDUSTRY EXPERIENCE

27 years

CERTIFICATIONS & TRAINING

TN Contractor License QP
23798

TIME COMMITMENT

PRECONSTRUCTION

20% DEDICATED

CONSTRUCTION

20% DEDICATED

PROJECT ROLE

Chad leads our estimating department in the Western U.S. and oversees 30 estimators. He is solely specialized in wastewater and water treatment facilities, pumping stations, industrial process and piping, and concrete post-tensioned water storage tanks. His knowledge obtained from previous projects and current market conditions allows Garney to provide the most accurate pricing. As Chief Estimator, he will develop estimates and provide constructability feedback on the different design packages. During construction, Chad will collaborate with the City's functional leads and our estimating team to update and maintain a detailed and open-book project cost estimate.

RELEVANT PROJECT EXPERIENCE

★ CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Cherokee Metropolitan District / \$42,304,133

Senior Estimator. In partnership with BMcD, construction included new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation.

PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT (CM/GC)

Town of Castle Rock, CO / \$28,452,538

Chief Estimator. In partnership with BMcD, construction included installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

★ Denotes Reference Project

WHY CHAD?

28
YEARS IN THE
WASTEWATER/WATER
INDUSTRY

9
CM/GC PROJECTS

\$220M
IN WRF COMPLETED
PROJECTS ESTIMATED

PAR 942 NORTH SECONDARY COMPLEX IMPROVEMENTS

Metro Water Recovery (Formerly Metro Wastewater Reclamation District) / \$48,340,421

Cost Estimator. Demolition of a chemical building, construction of four CaRRB basins, main influent channel mixing system, modifications to twelve existing aeration basins and twelve existing 120' secondary clarifiers, new return activated sludge (RAS) and mixed liquor return (MLR) pumps, interim alkalinity feed system, 1,700 LF of 36" and 42" steel pipelines, and electrical power and instrumentation upgrades.

WOLCOTT WASTEWATER TREATMENT PLANT EXPANSION (CMAR)

Unified Government of Wyandotte County / \$34,197,000

Cost Estimator. Construction of a new 2 MGD WWTP to replace an aging 0.3 MGD plant consisting of chemical feed facilities, aeration basins with diffusers, aeration blowers, submersible mixers, UV disinfection, headworks, influent pump station, odor control system, and concrete outlet structure. Additional work includes the construction of a 5 MG earthen storage reservoir, electrical, manholes, paving, the installation of 2,517 LF of 2" to 30" process pipe, 360 LF of 18" and 30" DIP sanitary gravity and force main, and 800 LF of 2" HDPE gas pipe.

75TH STREET WASTEWATER TREATMENT PLANT UPGRADES

City of Boulder, CO / \$28,477,763

Cost Estimator. Included improvements to expand the plant's treatment capacity from 20.5 to 25 MGD by converting the secondary treatment process from

a trickling filter / solids contract process to an activated sludge process. This required the retrofit to an existing pump station, three new activated sludge aeration basins, new blower building, and a new 85' secondary clarifier. Additional work included demolition to accommodate new construction, site piping, grading, and upgrades to the electrical and I&C systems.

THORNTON WATER TREATMENT PLANT REPLACEMENT (PROGRESSIVE DESIGN-BUILD)

City of Thornton, CO / \$85,389,462

Cost Estimator. This 20 MGD greenfield conventional treatment process plant included preoxidation, conventional pretreatment basins, intermediate ozone, biological filtration, and chlorine for disinfection. The pipeline work included 1,190 LF of 6" and 4" PVC gravity sewer pipe, 1,085 LF of 12" to 24" RCP stormwater pipes, and 1,495 LF of 30" and 24" DIP raw water pipes.

NORTHERN WATER SUPPLY PROJECT MEMBRANE WATER TREATMENT FACILITY (CM/GC)

East Cherry Creek Valley Water & Sanitation District / \$27,676,055

Cost Estimator. Construction of a new membrane water treatment building, reverse osmosis equipment, membrane feed pumps, ultraviolet water treatment equipment, installation of new chemical tanks, chemical piping, clean-in-place tanks, a high service pump station building, and 5 MG welded steel aboveground water storage reservoir that included a concentrate storage pond and concentrate discharge pump station.



GERARDO GOMEZ

SUPERINTENDENT/ VE CONSTRUCTABILITY

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

11 years

INDUSTRY EXPERIENCE

11 years

CERTIFICATIONS & TRAINING

OSHA 10-Hour

OSHA Competent Person -
Trenching & Excavation

TIME COMMITMENT

PRECONSTRUCTION

25% DEDICATED

CONSTRUCTION

100% DEDICATED

PROJECT ROLE

Gerardo brings 11 years of industry experience providing field supervision and management on numerous collaborative delivery wastewater facility construction projects in Colorado. As Superintendent and VE/Constructability, he will actively participate in design, constructability, VE reviews, and risk identification and mitigation. During construction, Gerardo will lead and plan day-to-day field operations regarding to safety, quality, and schedule. He will provide daily coordination of subcontractors, craft superintendents, and equipment deliveries.

RELEVANT PROJECT EXPERIENCE

★ PAR 1088 NORTHERN TREATMENT PLANT (PROGRESSIVE DESIGN-BUILD)

Metro Water Recovery (Formerly Metro Wastewater Reclamation District)
/ \$98,998,176

Field Engineer. Construction of a new 24 MGD WWTP including an administration/visitors building, electrical buildings, odor control facilities, chemical storage facility, headworks building, primary splitter structure, primary clarifiers, primary pump station, bioreactors, aeration blower building, secondary clarifiers, a RAS/WAS pump station, tertiary pump station, tertiary flocculation sedimentation basins, tertiary filters, UV disinfection building, PRW/FBS pump station, effluent meter vault, gravity thickening basins and pump station, WAS thickening, digesters, dewatering building, centrate handling, cogeneration facility, and outfall structure.

HAROLD D. THOMPSON WATER RECLAMATION FACILITY (CM/GC)

Lower Fountain Metropolitan Sewage Disposal District / \$23,129,491

Field Engineer. Construction of a headworks building, dewatering building, aeration and digester structures, two clarifiers, blower building structure, pumping and disinfection structure, administration building, and maintenance facility. Installation of all treatment equipment, site utility piping to convey process waters, process pipe, valves, pumps and ancillary process materials.

★ Denotes Reference Project

WHY GERARDO?



3

COLLABORATIVE DELIVERY
PROJECTS MANAGED



11

YEARS OF EXPERIENCE
WITH GARNEY



3

PROJECTS COMPLETED
WITH BMcD

THORNTON WATER TREATMENT PLANT REPLACEMENT (PROGRESSIVE DESIGN- BUILD)

City of Thornton, CO / \$85,389,462

Superintendent. *This project was completed with BMcD* and included a 20 MGD greenfield conventional treatment process plant included preoxidation, conventional pretreatment basins, intermediate ozone, biological filtration, and chlorine for disinfection. The pipeline work included 1,190 LF of 6" and 4" PVC gravity sewer pipe, 1,085 LF of 12" to 24" RCP stormwater pipes, and 1,495 LF of 30" and 24" DIP raw water pipes.

LARRY D. MOORE WATER TREATMENT PLANT

Roxborough Water and Sanitation / \$35,495,849

Field Engineer. Raw water chemical feed systems, Kruger Actiflo equipment, a recycled LPHO UV disinfection system, three sodium hypochlorite tanks and feed system, sedimentation basins with plate settlers, two air scour aeration blowers, flocculators, a storm water pond, and installation of various interior and exterior piping totaling 14,292 LF, as well as 6,000 LF of 24" DIP transmission main.

WEMLINGER WATER PURIFICATION FACILITY IMPROVEMENTS

City of Aurora, CO / \$21,715,785

Field Engineer. Construction of four recovery basins with an underdrain system for the recycling of backwash water, installation of a 2.5 MGD recycle pump station with four submersible pumps, backup generators, and chemical feed system improvements.

FRITO-LAY FACILITY SEWER REPLACEMENT

Frito-Lay / \$1,903,625

Superintendent. *This project was completed with BMcD* and included the replacement of gravity sewer drain lines in Frito-Lay's Denver factory. The work included the installation of a sanitary sewer lift station with two 4 hp semi-open channel impeller pumps with 3" discharges and 96" monitoring manhole with parshall flume, as well as 1,300 LF of 6" 316 stainless steel sanitary gravity drain lines. Working under contract to Burns and McDonnell Engineering Co., Inc., Garney completed this project.

29TH STREET 5.5 MG WATER STORAGE TANK

City of Loveland, CO / \$6,811,297

Superintendent. Construction of a 5.5 MG D115 post-tensioned concrete ground water storage tank that included mass excavation and rock excavation. Also included a two-story concrete structure for the metering vault and the installation of connective waterlines including 420 LF of 20" and 12" mortar-lined steel, 120 LF of 6" DIP, and 80 LF of 6" PVC.



HEIDI WAGNER

ASSISTANT PROJECT MANAGER

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

5 years

INDUSTRY EXPERIENCE

11 years

CERTIFICATIONS & TRAINING

American Institute of Constructors, Associate Constructor (Level 1)

First Aid & CPR

OSHA 30-Hour

OSHA Competent Person - Confined Space

OSHA Competent Person - Trenching & Excavation

TIME COMMITMENT

PRECONSTRUCTION

25% DEDICATED

CONSTRUCTION

100% DEDICATED

PROJECT ROLE

Heidi brings 11 years of extensive wastewater/water industry experience. She is adept at using ASTA PowerProject to generate and manage design and construction schedules. As Assistant Project Manager, she will lead all scheduling and procurement deliverables during preconstruction and maintain throughout construction/start-up. During construction, Heidi will assist Heath with the overall project execution and project administration including: planning, scheduling, contracts, cost controls, submittals, and procurement.

RELEVANT PROJECT EXPERIENCE

THORNTON WATER TREATMENT PLANT REPLACEMENT (PROGRESSIVE DESIGN-BUILD)

City of Thornton, CO / \$85,389,462

Project Engineer. Heidi coordinated design and construction efforts on the project from the time it was awarded to the Garney and BMCD design-build team. She has interfaced between the owner, engineer, and construction teams to ensure the design was developed with constructibility and value in mind, while meeting the City of Thornton's requirements for water quality. Heidi was involved with all phases of construction, including permit management, procurement and coordination of critical materials and equipment, and oversight of the project close-out process. She is currently spearheading the punch list efforts by implementing innovative technology to capture, communicate, and correct any remaining concerns from the owner.

SOUTH WATER RECLAMATION FACILITY ADVANCED WATER TREATMENT FILTER REHABILITATION AND DISINFECTION IMPROVEMENTS (CM/GC)

Parker Water & Sanitation District / \$4,477,367

Project Engineer. Rehabilitation of four Trident Microfloc units consisting of removal of existing clarifier/filter tank equipment, repair of steel tanks followed by the application of epoxy, new clarifier/filter equipment, and other equipment including valves and mixers.

WHY HEIDI?



2

COLLABORATIVE DELIVERY
PROJECTS COMPLETED



11

YEARS OF INDUSTRY
EXPERIENCE



4

PROJECTS COMPLETED IN
COLORADO

JOSEPH BLAKE WTP PHASE 1A IMPROVEMENTS

Centennial Water & Sanitation District /
\$17,228,000

Assistant Project Manager. The Joseph Blake WTP has provided potable water to the Highlands Ranch community since 1986. The plant was expanded from its original design capacity of 16 MGD to its current rating of 40 MGD in the late 1990's. As the District approaches full buildout, the plant is capable of producing a reliable capacity of 26 MGD.

WISE DESIGN-BUILD PROJECT*

South Metro Water Supply Authority

Field Engineer. This project included the design and construction of several new facilities required to implement the "Water, Infrastructure and Supply Efficiency" (WISE) system. The design phase included constructibility reviews, value engineering efforts, and documents produced for comment at 30%, 60%, and 90% of design completion. Facilities built within the scope of this project include a 2-MG water storage tank, a 4-MGD water treatment facility, and two pipeline interconnect vaults. ***Heidi was involved in this project from the proposal process through the design and construction of facilities. She assisted the design engineer with constructibility, cost tracking, and schedule management. Heidi also managed the environmental building and developmental permits and was responsible for field layout and subcontractor coordination at the 4-MGD WTP site.***

* = Denotes experience with previous firm



JANET MARRIAGE, ASP, CHST

SAFETY MANAGER

PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

9 years

INDUSTRY EXPERIENCE

25 years

CERTIFICATIONS & TRAINING

Associate Safety Professional
ASP-34736

Crane Management Supervisor

First Aid & CPR Certified
Instructor

Mine Safety and Health
Administration

OSHA 30-Hour

OSHA 500 Trainer Course

OSHA Competent Person -
Confined Space, Fall Protection,
Lockout / Tagout, Scaffolding,
and Trenching & Excavation

TIME COMMITMENT

PRECONSTRUCTION

25% DEDICATED

CONSTRUCTION

25% DEDICATED

★ Denotes Reference Project

PROJECT ROLE

Janet will leverage her diversified background of 25 years in managing safety programs. She will prepare a site-specific safety plan and be a resource for all safety-related topics to assist the project team with solutions. Janet will work with the project team to plan and identify safety hazards and mitigation efforts needed before construction begins. During construction, she will implement the site-specific safety procedures, training, and documentation. She will also lead routine safety inspections and audits to ensure compliance of all on-site personnel.

RELEVANT PROJECT EXPERIENCE

★ PAR 1088 NORTHERN TREATMENT PLANT (PROGRESSIVE DESIGN-BUILD)

Metro Water Recovery (Formerly Metro Wastewater Reclamation District)
/ \$98,998,176

Safety Manager. Construction of a new 24 MGD WWTP including an administration/visitors building, electrical buildings, odor control facilities, chemical storage facility, headworks building, primary splitter structure, primary clarifiers, primary pump station, bioreactors, aeration blower building, secondary clarifiers, a RAS/WAS pump station, tertiary pump station, tertiary flocculation sedimentation basins, tertiary filters, UV disinfection building, PRW/FBS pump station, effluent meter vault, gravity thickening basins and pump station, WAS thickening, digesters, dewatering building, centrate handling, cogeneration facility, and outfall structure.

★ CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Cherokee Metropolitan District / \$42,304,133

Safety Manager. This project was completed with Burns and McDonnell and construction included a new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation.

WHY JANET?

3

PROJECTS COMPLETED
WITH BMcD

22

COLLABORATIVE PROJECTS
COMPLETED

40

PROJECTS COMPLETED IN
COLORADO

★ WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

City of Loveland, CO / \$35,133,341

Safety Manager. Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

★ EVANS CONSOLIDATED WASTEWATER TREATMENT PLANT (CMAR)

City of Evans, CO / \$39,160,075

Safety Manager. Under contract to Ditesco, this project is for a new facility for the City of Evans that treats combined flows from two collection basins. Construction includes a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

★ NORTH WATER RECLAMATION FACILITY PHASE 1A IMPROVEMENTS (CMAR)

Parker Water & Sanitation District / \$57,427,125

Safety Manager. CMAR services for improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant which included headworks, chemical storage & feed, screening, grit removal, odor control, primary clarifier, polymer injection, primary sludge pump station, and AWT facility including flocculation, sedimentation, and filtration. Also included UV disinfection, replacement of DAFT with rotary drum thickeners, conversion of aerobic digesters to ATAD, and upgrades to primary power metering/distribution, standby power, I&C, and PLC.

★ WPCF NITRIFICATION PROJECT PHASE II (CMAR)

City of Greeley, CO / \$30,348,334

Safety Manager. Construction of a new 1.1 MG aeration basin; modification of four existing aeration basins to convert operation from in-series to in-parallel and includes isolation gate replacement, diffused aeration system modifications, baffle walls, and demolition of existing anoxic mixers and pumps; unaerated zones in an A2O process arrangement; MLR pump station; and modifications to existing RAS pump station. Additional work includes earthwork, internal traffic routing modifications, electrical, instrumentation, and SCADA upgrades to support improvements.

★ Denotes Reference Project

JEFFERSON LEWIS, ENV SP

START-UP & COMMISSIONING MANAGER



PROFESSIONAL QUALIFICATIONS

GARNEY EXPERIENCE

5 years

INDUSTRY EXPERIENCE

14 years

CERTIFICATIONS & TRAINING

CO Water Treatment Operator
12200 CO CWP 29915

Class D Wastewater Operator

TIME COMMITMENT

PRECONSTRUCTION

25% DEDICATED

CONSTRUCTION

25% DEDICATED

PROJECT ROLE

Jefferson is a Colorado Certified Class A Operator and has been in the water/wastewater treatment industry since 2008, working as a Water Treatment Technician and a hands-on Water System Operator in Crested Butte, CO before joining Garney. He understands the importance of incorporating operator preferences into the plant and will communicate to ensure their expectations are met. He will develop start-up plans early during preconstruction to mitigate any potential challenges. During construction, Jefferson will manage all start-up, testing, and commissioning of the WWTP. He will train all operations staff before turning the plant over to the City.

RELEVANT PROJECT EXPERIENCE

★ CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Cherokee Metropolitan District / \$42,304,133

Start-Up & Commissioning Manager. This project was completed with BMcD and construction included a new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation.

★ WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

City of Loveland, CO / \$35,133,341

Start-Up & Commissioning Manager. Removal of digesters 3 and 4, MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing pumps, and heat exchangers. The BNR phase included removal and replacement of fine bubble aeration diffusers and RAS anoxic zone tank. Relocation of an existing sanitary sewer, renovation of the primary sludge pump station, replacement of digester biogas burner, renovation of existing RAS progressive cavity pump station, renovation of three primary clarifiers, and new chemical feed equipment.

★ Denotes Reference Project

WHY JEFFERSON?

14

YEARS OF INDUSTRY
EXPERIENCE

6

COLLABORATIVE PROJECTS
COMPLETED

3

PROJECTS COMPLETED
WITH BMcD

PLUM CREEK WATER PURIFICATION FACILITY ADVANCED TREATMENT PROJECT (CMAR)

Town of Castle Rock, CO / \$28,452,538

Start-Up & Commissioning Manager. *This project was completed with BMcD* and construction included installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

THORNTON WATER TREATMENT PLANT REPLACEMENT (PROGRESSIVE DESIGN- BUILD)

City of Thornton, CO / \$85,389,462

Start-Up & Commissioning Manager. *This project was completed with BMcD* and construction included a 20 MGD greenfield conventional treatment process plant which included preoxidation, conventional pretreatment basins, intermediate ozone, biological filtration, and chlorine for disinfection. The pipeline work included 1,190 LF of 6" and 4" PVC gravity sewer pipe, 1,085 LF of 12" to 24" RCP stormwater pipes, and 1,495 LF of 30" and 24" DIP raw water pipes.

CANYONS AND RIDGEGATE WELL HOUSES (CMAR)

Parker Water & Sanitation District / \$26,975,659

Start-Up & Commissioning Manager. Two new well houses including 5 MGD raw water consolidated groundwater treatment facilities. Each site included a well house building, connection pipeline consisting of 1,155 LF of 4" to 12" DIP and 320 LF of 12" carbon

steel, chemical storage and feed systems, packaged gravity filtration, a two-train disinfection contact clearwell basin, LAS mixing chamber, a high service distribution wet well including vertical turbine raw water pumps, 780 LF of 16" DIP finished water pipeline for distribution, and detention ponds.

LARRY D. MOORE WATER TREATMENT PLANT

Roxborough Water and Sanitation District / \$35,495,849

Start-Up & Commissioning Manager. Raw water chemical feed systems, Kruger Actiflo equipment, a recycled LPHO UV disinfection system, three sodium hypochlorite tanks and feed system, sedimentation basins with plate settlers, two air scour aeration blowers, flocculators, a storm water pond, and installation of various interior and exterior piping totaling 14,292 LF, as well as 6,000 LF of 24" DIP transmission main.

WES BROWN WTP DISINFECTION IMPROVEMENTS

City of Thornton, CO / \$2,181,004

Start-Up & Commissioning Manager. Chemical feed system improvements at the Wes Brown WTP within the existing clearwell and chemical building. Installation of 54" stainless steel mixing pipe, dual containment chemical piping, 24' tall FRP baffle walls, concrete divider walls, chemical metering pumps, sodium hypochlorite mixing points, analytical panels, and electrical.

C STRATEGY AND IMPLEMENTATION PLAN

OUR PLAN MEETS THE CITY'S OBJECTIVES:

- ✓ *Align wastewater facilities planning with the City's adopted 2020 Comprehensive plan.*
- ✓ *Assess infrastructure needs to meet current and future growth, capacity, and regulatory projections.*
- ✓ *Provide a 20-year wastewater infrastructure plan that includes asset revitalization and optimization investments needed.*

C. STRATEGY AND IMPLEMENTATION PLAN

Choosing the CM/GC collaborative delivery method allows your critical project to successfully cross the finish line through meaningful and intentional collaboration. Garney will establish open lines of communication with a deliberate and systematic approach with the City and BMcD. This communication plan will evolve during preconstruction with informal partnering and goal setting. Upon Notice of Award, Garney will identify and prioritize all preconstruction tasks. Communication will occur in the form of frequent meetings, reviews, and workshops to provide real-time, face-to-face interactions with the appropriate team members.

SEE PAGE 28 FOR AN IN-DEPTH LOOK AT OUR CM/GC PROCESS.

COST CONTROL

Garney will provide accurate and transparent estimates and identify ways to align the design scope with the project budget as we work towards a GMP agreement and the construction phase. Chad Hulan, Chief Estimator, will manage Garney's estimating process in the development of our detailed open-book cost estimate. He leads a team of 10 full-time estimators in Colorado. **Chad was the Lead Estimator for the Cherokee TDS Wastewater Reclamation Facility project located in Colorado. Working collaboratively with BMcD, we met the owner's budget for this project by pricing several alternate plant site arrangements and treatment systems, in addition to completing VE and constructability feedback throughout the project.**

The graphic below outlines our cost estimating and GMP development process and shows how the cost is developed at each design milestone as we progress towards an overall GMP agreement.

DESCRIPTION	30% ESTIMATE	60% ESTIMATE	90% ESTIMATE	GMP
Decisions are tracked and cost is evaluated for decision made throughout the project				
Value engineering is considered throughout the project and workshops are held at 30% and 60%	WORKSHOP			
Cost estimate based on similar projects/past experience/market conditions				
Quantity takeoffs based on 3D model and design documents				
Open-book estimate provided to the City and reviewed in person				
Budgetary quotes received from potential major suppliers and subcontractors				
Quote received for all project scopes				
Best value selection of major subcontractors and suppliers		Electrical	All Others	
Early long-lead equipment packages (influent screens, wash/press, grit classifier, blowers, aeration, UV, coarse bubble, centrifuge)		Early packages reduce escalation and gain time on delivery		
Contingency level—percentages shown are approximate and will be based on risk as design progresses	Highest Level (20%)	Mid Level (10%)	Low Level (2%)	Low Level (2%)
Construction phase/GMP agreement finalized				

At each cost milestone, we provide our complete estimate including an Excel document where all of the details of the estimate can be reviewed and summarized easily. On a recent project, the CMAR engineer stated that the depth of information provided in the estimate by Garney surpassed that of other contractors they were working with, and they were impressed with the transparency.

Our team will present the estimate to the City and BMcD at a review meeting. The City and BMcD will have an opportunity to review the detail and provide feedback. Any changes made by VE or stemming from the review will be incorporated into the estimate and the cost will be adjusted as necessary. This happens at each milestone and as other critical decisions are made between the milestones.

Garney is ready to provide an estimate based on the 30% design immediately upon selection. Our familiarity with BMcD will help us as we begin to collaborate on this first estimate.

SCHEDULE CONTROL

Proper scheduling and sequencing are fundamental to alleviating risk. The baseline schedule for this project will be broken down by work area and managed with CPM methodology including design and procurement milestones, mobilization, construction, completion, and commissioning milestones. The schedule will be maintained by Heath Brooks and Gerardo Gomez, updated weekly with input from the field, and brought to each progress meeting for review and discussion by the entire team. ***We have developed a preliminary project overview schedule on page 27.***

The scheduling tools below facilitate a collaborative process that will keep our team, the City, and BMcD fully engaged throughout the project.

ASTA POWERPROJECT® BASELINE PROJECT SCHEDULE

Developed during preconstruction, the baseline schedule is a detailed tool that outlines every work task and provides a detailed plan of how we will complete this project through the following activities:

- » Design Element
- » Production and Manhour Rates
- » Manhour Loaded
- » Permitting and Submittals
- » Material Procurement
- » Construction

- » Updating Frequency
- » Updated Weekly by Heath and Gerardo
- » Submitted Monthly as Part of the Payment Process

SIX-WEEK LOOK-AHEAD SCHEDULES

As a product of the baseline schedule, the six-week look-ahead schedules provide additional details on upcoming scopes of work. These schedules are also used as a tool in weekly coordination meetings among all trades on site. Activities shown on these schedules include:

- » Inspections and Testing and/or Start-Up
- » Manpower Major Events
- » Upcoming Milestones
- » Detailed Critical Activities
- » Material Deliveries
- » MOP Coordination Meetings

EARLY PROCUREMENT AND SUBCONTRACTOR SELECTION

Procuring materials for infrastructure projects with the current global supply chain comes with challenges. That's why having an excellent team experienced in the CM/GC delivery method is more important than ever. Garney's long history of working in Colorado, specifically in mountain communities, means we know who the best local teammates are. When pricing the GMP, our team will start by identifying the largest, most significant scope packages and we will present that list to the City and BMcD for approval. A list of potential packages we foresee being issued as early packages is shown below:

EQUIPMENT EARLY PROCUREMENT

- » Influent Screens
- » Wash/Press
- » Grit Classifier
- » Blowers
- » Aeration Equipment
- » UV
- » Coarse Bubble
- » Centrifuge

SUBCONTRACTOR EARLY SELECTION

- » Electrical, Controls, and Integration

Garney suggests early selection for these items alongside the 60% estimate.

QUALITY CONTROL

PROJECT-SPECIFIC QUALITY CONTROL PLAN

1

COMMUNICATION

As your project evolves, so does the design. During both the design and construction phase, we use BlueBeam Studio to confirm the project team is working off the latest information. We use this cloud based platform to store submittals, RFIs, daily reports, plans, etc.

4

BIM MODEL

BMCD provides a 3D BIM model for us to use during preconstruction and construction. This helps us to visualize the project and allows us to coordinate and ask questions before we begin building. Our field engineers use this model to check for conflicts and we prepare lift drawings for new concrete structures such as the dewatering building. It will also help us as we order pipe in areas like the existing aeration basins.

2

LAYOUT

Using the information stored on BlueBeam Studio, Garney's dedicated on-site field engineer will mobilize to the site at the appropriate time to layout the work for the field crews. This involves layout pump locations, pipe support pads, centerline elevations, and benchmarks. Once the work is installed and prior to further testing, a secondary check by the field engineer is conducted to ensure the installation conforms to BMCD's approved plans.

5

PIPE PRESSURE TESTING

Following the installation of any pipe system, and prior to final connections to pumps, the entire piping system will be pressure tested to ensure there are no leaks or material failures prior to the system being placed into service. The test is typically done with water to 150% of the design pressure of the system. Once the pressure is brought up, it is held for a minimum of two hours and recorded with photos and test report logs.

3

CONCRETE INSPECTIONS

Approved rebar shop drawings will be uploaded to BlueBeam Studio and used in the field for layout by Garney field crews. Prior to concrete placement, field engineers and on site inspectors will inspect the rebar and forms for rebar size and spacing, as well as clearance to forms. Photographs before placement will be added to daily reports stored in BlueBeam.

6

ELECTRICAL

Electricians inspect their installation prior to making final connections. At the panel, they will do an Input/Output (IO) check to ensure all IO is installed correctly so that the panel will perform correctly. For the field wiring, they will do a point-to-point check to confirm all cables and conductors are terminated to the correct terminal blocks. Megger testing is a common testing procedure to verify that the insulation is still in good condition after being pulled through a raceway.

"The factors that contributed to this success included Garney's understanding of and commitment to maintaining permit compliance, your willingness to help the City with other unrelated construction needs, flexibility in scheduling construction work to meet City needs, quality of work, and Garney's genuine efforts to work as a team."

**Floyd Bebler, Coordinator of Wastewater Treatment
City of Boulder, CO**

VALUE ENGINEERING

Our project team, including Heath Brooks - Project Manager, Gerardo Gomez - Superintendent, and Jefferson Lewis - Start-Up & Commissioning Manager, will analyze the project during the 30% and 60% design review to identify cost savings opportunities. In addition, we propose a diverse team of multi-disciplined individuals, not directly assigned to the project, to take a fresh look at the tasks during the 30%, 60%, and 100% design levels to identify additional cost savings opportunities. The systematic approach we use includes three steps:

- » **IDENTIFY THE TASK**
- » **DETERMINE A PRICE PER TASK**
- » **DEVELOP ALTERNATIVE MEANS TO ACCOMPLISH THE TASK WITHOUT SACRIFICE TO QUALITY OR FUNCTION**

VE SUCCESS STORY

On our recent Cherokee Wastewater Reclamation Facility project, Garney worked with BMcD to redesign and value engineer the project, resulting in **\$3M IN SAVINGS.**



The graphic below demonstrates our team’s ability to use constructability and VE to come in under budget.

LOVELAND WWTP (CMAR)

1.2% UNDER BUDGET

PLUM CREEK WWTP EXPANSION (CMAR)

1% UNDER BUDGET

WES BROWN WTP IMPROVEMENTS (CM/GC)

2% UNDER BUDGET

DODD WTP UPGRADES (PD-B)

3% UNDER BUDGET

All ideas brought to the team will be captured in the VE Log and reviewed during design workshops. We see VE as an on-going process throughout the life of the project, continuing into construction. Our experienced team has a keen eye for identifying opportunities to save our clients’ time and money during construction.

We shared the current design drawings with our project team and have provided a QR code that links to our Bluebeam Studio session for reference. Please browse our review comments, this is one way the City and BMcD can best leverage Garney as the CM/GC and what you can expect to see from our team.



**SCAN HERE FOR
CONSTRUCTABILITY
& VE IDEAS**

MAINTENANCE OF OPERATIONS PLAN (MOP)

During the preconstruction phase, Garney will start generating MOPs for all major equipment and process modifications. Our MOPs will be strategized to minimize interruption of normal plant operations. Along with MOPs, other control documents such as our construction logistic plan, construction schedule, submittal log, risk response plans, site-specific quality control plan, site-specific safety plan, draft start-up plan will be created.

We have already identified a list of key MOPs shown below:

AREA	DESCRIPTION
Control Structure 1 and 2 Improvements	<ul style="list-style-type: none"> » Establish and implement bypass pumping plan to isolate the areas before improvements begin » Improve all slide gates at both control structures to control flows through the plant
Headworks Rehabilitation	<ul style="list-style-type: none"> » Improve slide gates down stream of Parshall flume to isolate channels » Concrete improvements in open channel » Set new equipment for channel under improvement » Fully start-up and commission channel » Divert flow from functioning channel to improved channel and repeat process
New Blower Building	<ul style="list-style-type: none"> » Establish and implement excavation plan to safely work near the existing aeration basins » Construct new blower building » Coordinate connections with aeration system with each basin start-up and commissioning » Divert flow from functioning basin to improved basin and repeat process for all basin improvements
Aeration Basin Asset Revitalization	<ul style="list-style-type: none"> » Establish and implement flow diversion plan to isolate the area before improvements begin » Drain and prepare first basin for improvements » Make improvements in first basin » Fully start-up and commission basin » Divert flow from existing basin to improved basin and repeat process for all four basins
Flow Equalization Basin Improvements	<ul style="list-style-type: none"> » Establish and implement flow diversion plan to isolate the area before improvements begin » Drain and prepare first basin for improvements » Make improvements in first basin » Fully start-up and commission basin » Divert flow from functional basin to improved basin and repeat process
New Dewatering Building and Solids Storage System	<ul style="list-style-type: none"> » Establish and implement bypass pumping plan to isolate the area before improvements begin » Construct new dewatering building and solids storage » Fully start-up and commission sludge processing system

RISK REGISTER

Every project presents a certain level of risk. Our team is vastly experienced at identifying potential risk factors early in the process and working collaboratively with our clients during preconstruction to develop creative ways to alleviate the potential for risks before they occur. We measure risk in two ways: probability and impact. This will identify the likelihood of a risk to occur and the level of impact it could have on the project.

These risks are scored on a scale from 1-5, with 5 being the highest risk and warranting the project team's closest attention. We will create a risk register that allows mitigation efforts to be logged and cost rough order of magnitudes (ROM) to be calculated. The entire project team will have access to the risk register and it will be reviewed frequently to ensure maximum mitigation. The costs associated with all of the risks adds up to the contingency carried in the progressive estimates, ideally going down as design progresses.

Risks are assigned to the organization best suited to mitigate the risk. In some cases, the risk can be shared between the City and Garney. In that case, we recommend opening an allowance for the risk item where Garney and the City can draw from if the risk comes to fruition.

On the following page, our team has assembled a preliminary risk register that identifies potential risks for the project.

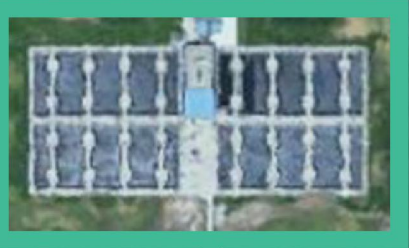
RISK REGISTER

To understand and mitigate the major risks for this project, we have provided the start of a project risk register. Fine tuning and additions to this list at the onset of the project will be an important step as we begin to collaborate with the City and BMcD.

RISK	MITIGATION EFFORT/BENEFIT
Procurement and fabrication of long lead equipment	We propose early procurement of the long lead equipment. Garney and BMcD have had success with this on several projects including the Thornton Water Treatment Plant and Cherokee TDS Reduction Facility where we procured ozone, RO, and membrane equipment together to reduce the risk for cost escalation and start the fabrication period prior to overall design completion.
Relationship between BMcD and CM/GC	Choosing Garney assures the City that you have a proven team that has previous experience together. Garney and BMcD have worked on 72 collaborative delivery projects together, majority of which were in Colorado.
Modifications to your headworks facility and aerations basins	We will plan critical shutdowns, tie-ins, and bypasses with the City by providing a list of each event early in the process. These events will be planned through our MOP process and included in our schedule. We have worked together with BMcD on the Cherokee TDS Reduction Facility project to coordinate tie-ins and shutdowns including most recently a blower pipe tie-in routing existing air piping into the new aeration system.
Providing a sufficient workforce	Garney has 250 employees in Colorado. Many of our employees are long-term employees having worked at Garney for more than 15 years. We have completed many projects on the western slope, including the Fruita WWTP, and our employee-owners will travel to the area during construction. We will also engage local contractors in the Grand Junction region who are interested in supplementing Garney forces.
Choosing the right electrical, instrumentation, and controls subcontractor	Due to long-lead electrical items, we suggest selection of the EI&C package at the 60% design level. We talked with Sturgeon, who has experience on site and in the western slope, to gain insight on your WWTP and the area. We work with several large electricians in Colorado and will use our resource tree to obtain competitive bids and help the team make a best-value selection for this critical subcontracted work.
Conversion of the air supply to the existing aeration basins	Sequencing the new blower building work and swapping the air supply from the old to the new will require collaboration between the City, BMcD, and Garney. We will provide written procedures to the City for this critical swap over and suggest leaving the ability to run the old blowers for a short time period until the new blowers are proven.
Working above the existing disinfection basin	As we swap over from the existing disinfection basin to the new UV facility, we will work carefully so tools and materials are not dropped into the existing tank. This may require temporary protection over the existing tanks as we build the new enclosure.
Work in the headworks influent Channels and repair of concrete	Warren Environmental is a subsidiary of Garney and is a world leader in structural concrete repairs using 100% epoxy build-up projects. Occasionally, coatings fail and there are disagreements on who has responsibility for the fix, and while we strive for this not to happen, there is a real benefit to the City because the responsibility lies with Garney either way.



HEADWORKS



AERATION BASINS

Garney has experience with aeration basin modifications and several recent projects including for the Cherokee Metropolitan District, the City of Loveland, and at Metro Water Renewal. We enjoy these challenges because it requires a high level of coordination and let’s us think outside of the box.

UV DISINFECTION



DEMONSTRATED UNDERSTANDING
AND ABILITY TO SATISFY THE
SCOPE OF SERVICES

DESIGN CONSULTATION DURING PROJECT
DEVELOPMENT

- » Attend scheduled meetings (bi-weekly) virtually
- » Conceptual design review and familiarization with the project
- » 30%, 60%, 90% design reviews
- » Participate in two in-person partnering meetings
- » Attend three additional in-person meetings

COST ESTIMATING, SCOPE MANAGEMENT,
AND VALUE ENGINEERING

- » Prepare 30%, 60%, 90% cost estimates and adjust after VE
- » Prepare GMP cost proposal and adjust after VE

SCHEDULING

- » Develop project schedule
- » Update project schedule monthly

SITE INVESTIGATION

- » Visit the project site and prepare a written site report

EARLY RELEASE/EQUIPMENT
PROCUREMENT PACKAGE(S)

- » Prepare an early procurement bid package for review and comment by the City and BMcD
- » Solicit and accept bids as required
- » Review bids and prepare tabulated data for review with the City and BMcD to make a best-value selection

VALUE ENGINEERING

- » Prepare, review, and revise overall estimate as necessary based on VE items at the 30% design level
- » Prepare, review, and revise overall estimate as necessary based on VE items at the 60% design level

RISK REGISTER

- » Prepare risk register and review at routine meetings
- » Discuss and update as required

CONSTRUCTION LOGISTIC PLAN

- » Prepare the construction logistic plan
- » Prepare the MOPs

SUBCONTRACTOR PRE-QUALIFICATION

- » Develop pre-qualification package for electrical subcontractor at the 60% design milestone
- » Solicit and accept bid to pre-qualified bidders
- » Review bids and prepare tabulated data for review with the City and BMcD to make a best-value selection
- » Conduct preconstruction conference with selected subcontractor

WORK TASK COORDINATION

- » Garney will collaborate with BMcD and the City throughout the project tasks

TIME SCHEDULE

Our Scope of Services for preconstruction follows a nine-month duration and is based on the following key dates:

Preconstruction Contract Execution	11/3/22
30% Design Review Workshop	10/27/22
60% Design Review Workshop	1/30/23
90% Design Review Workshop	5/2/23
Final GMP Development	6/6/23
Construction Contract Execution	8/1/23

TIME COMMITMENT FOR CITY
STAFF

The time commitment required for City staff to participate in the CM/GC process will ebb and flow throughout the 30%, 60%, 90%, and GMP design milestones. Each of these milestones will be followed shortly thereafter with a cost submittal from Garney. At each of these milestones and cost submittals, the City will want to be heavily engaged.

In between milestones, the level of commitment from the City is expected to be less, but we encourage you to remain engaged.

Garney has worked with BMcD through several CM/GC and Design-Build projects with differing levels of client engagement. If awarded this project, we will work as a team with the City to understand your expectations and availability so that the CM/GC process is straightforward, effective, and efficient.

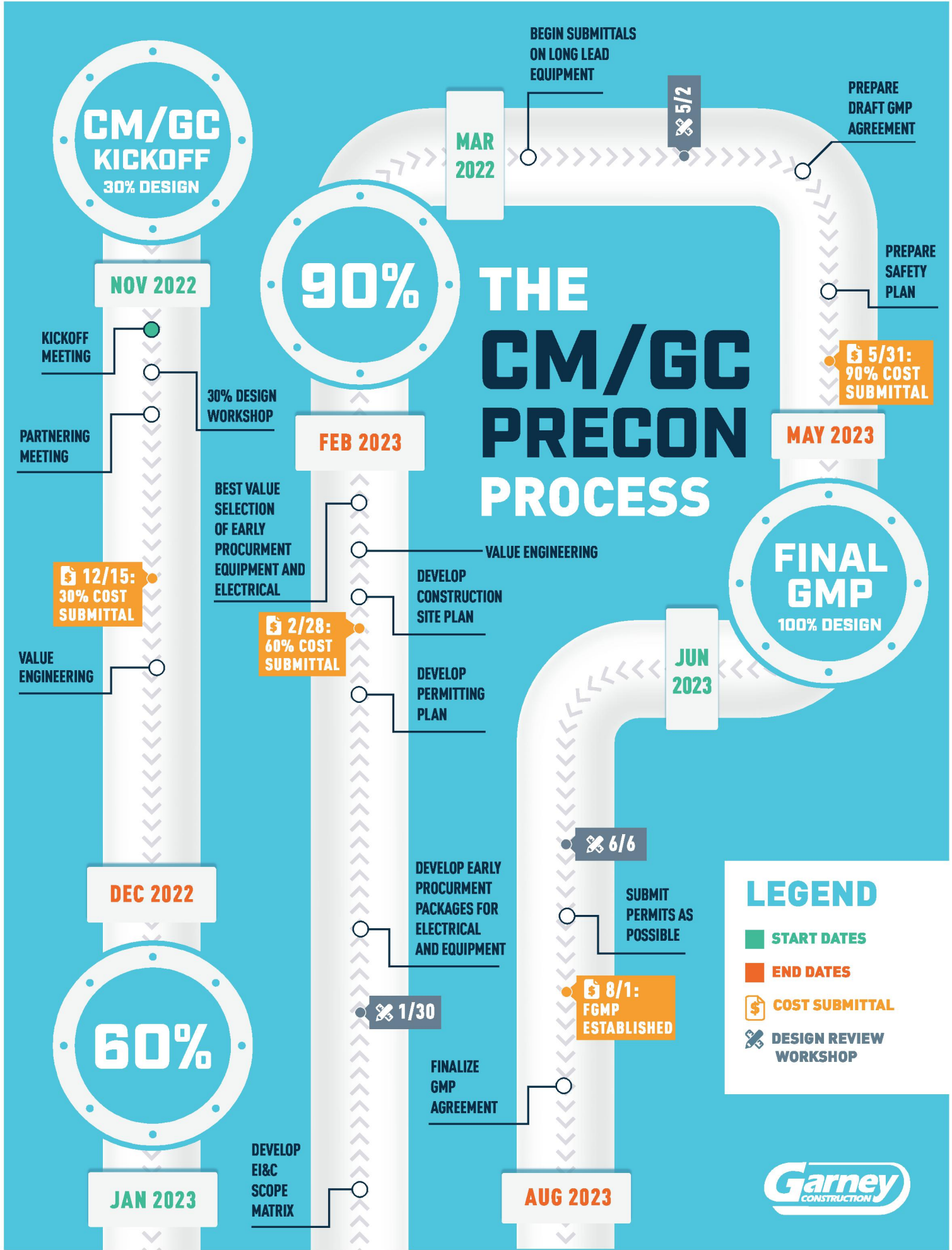
PROJECT SCHEDULE

Working with The City and BMcD, we will build a detailed construction schedule to minimize interruption to plant operations. We suggest construction to start with the headworks improvements. We would then begin the new blower building and make control structure improvements. Next, construction would move to the new flow equalization basin and switch over to the existing basin to make those improvements. The UV canopy and new equipment placement can occur at any time when material is ready with little service interruption. We suggest starting the solids storage handling building concurrently with earlier scheduled operations to minimize interruption to the rest of the plant.

As new processes are in start-up, we will have equipment vendors visit the site to bump and start-up equipment, confirm that all equipment is properly installed, and perform maintenance and operation training workshops for the plant staff. Training manuals will be issued to the workshop attendees. All attic stock will be handed over to the City during start-up. When construction is substantially complete, we will begin the one-year warranty phase. Which will include a six-month and an 11-month warranty inspection.

On the following page, our team has provided a graphical overview of our CM/GC preconstruction phase services tied to schedule milestones.

	2022			2023											
PRECONSTRUCTION ACTIVITIES	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Notice of Award															
Contract Execution															
30% Design Workshop															
30% Design Cost Estimating															
60% Design & Workshop															
60% Design Cost Estimating															
Early Procurement Packages															
Begin Submittal Process															
90% Design & Workshop															
90% Design Cost Estimating/GMP Agreement															
Procure Permits															
100% Design Workshop															
Construction Contract Execution															
	2023		2024				2025								
CONSTRUCTION ACTIVITIES	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Mobilization	★														
Control Structure 1 & 2 Improvements															
Headworks Rehabilitation															
New Blower Building															
Aeration Basin Revitalization															
Flow Equalization Basin Improvements															
UV System Improvements															
New Dewatering Building and Solids Storage System															
Substantial Completion															
Final Completion															



D CURRENT AND ANTICIPATED WORKLOAD

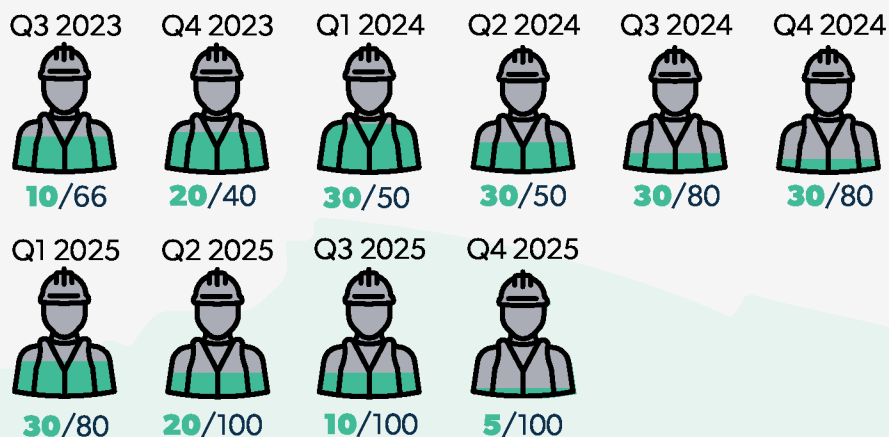
CURRENT AND ANTICIPATED WORKLOAD

THE SIX PROJECTS LISTED BELOW ARE WATER/WASTEWATER PROJECTS GARNEY IS CURRENTLY BUILDING IN COLORADO. WE HAVE THE RESOURCES READILY AVAILABLE AND ALREADY DEDICATED TO BUILD YOUR PROJECT. GARNEY'S WORKFORCE AVAILABILITY IS SHOWN AT THE BOTTOM OF THE PAGE.

ONGOING PROJECTS IN COLORADO

	Contract Value	Estimated Completion Date
Water Treatment Plant Improvements Project (CMAR) City of Brighton, CO	\$150M	April 1, 2026
Cherokee TDS Reduction Facility (PD-B) Cherokee Metropolitan District	\$42M	March 30, 2023
Griswold WPF Solids Handling Improvements (CM/GC) City of Aurora, CO	\$36M	October 1, 2023
Northern Water Treatment Plant Phase II (CM/GC) East Cherry Creek Valley Water & Sanitation District	\$33M	January 13, 2023
WPCF Nitrification Project Phase II (CMAR) City of Greeley, CO	\$30M	September 1, 2023
PAR 1400 Peracetic Acid Disinfection System Improvements Project (CMAR) Metro Water Recovery	\$10M	January 31, 2024

AVAILABLE LOCAL WORKFORCE



Garney's craft resources are solely focused on wastewater and water. Our highly specialized personnel in Colorado are readily available and have unmatched regional knowledge.

FIELD CRAFT **PROJECTED** FOR THE PHASE I PERSIGO WWTP EXPANSION
 FIELD CRAFT **AVAILABLE** FOR THE PHASE I PERSIGO WWTP EXPANSION

CAPABILITY & EXPERIENCE



PAR 1088 NORTHERN TREATMENT PLANT (PROGRESSIVE DESIGN-BUILD)

Brighton, Colorado

OWNER

Metro Water Recovery

Kelsey Gedge
(303) 286-3357
kgedge@mwr.dst.co.us

PROJECT BUDGET

30%: \$110,000,000 **60%:** \$102,000,000

GUARANTEED MAXIMUM PRICE

\$99,000,000

PROJECT COST

Garney's Contract: \$98,998,176 **Total Contract:** \$254M

The fee and general conditions cost account for approximately 20% of the overall project cost.

CHANGE ORDERS

\$1,332,180 (The change orders were for owner-initiated scope additions, as well as reimbursements to cover the added costs due to the flood of 2013).

CONSTRUCTION SCHEDULE

Start Date: August 2011

Original Completion Date: September 2016

Actual Completion Date: March 2017

The schedule was extended due to re-sequencing of work after the flood of 2013. In addition, the influent pumps did not function as designed which required them to be removed and sent back to the manufacturer.

PROJECT DESCRIPTION

GARNEY SELF-PERFORMED OVER 1M HOURS OF WORK ON THIS PROJECT.

To date, the \$254 million facility is one of the largest progressive design-build wastewater treatment plants constructed in the United States. This new advanced WWTP serves 300,000 customers across five Colorado metropolitan cities and is now treating wastewater after 45 months of construction and commissioning. The new facility has the capacity to treat 24 MGD with a buildout of 60 MGD. Commissioning activities ensured the new facility would not only meet all regulatory requirements but would do so in an efficient and cost-effective manner. Garney was a participatory subcontractor to CH2M's design-build team on this \$254 million project. Garney peaked at 185 people on the project site and average 130 people on the site over the project duration. **The schedule was fast paced. This project required 1,000,000 self-performance manhours over a 42-month duration. We were able to obtain new employees based on reputation in the industry and have been able to keep many of these employees based on their satisfaction with Garney and our workload.**

KEY PERSONNEL INVOLVED: MATT WAMPLER, GERARDO GOMEZ, JANET MARRIAGE

INNOVATIVE APPROACHES

- » Proactively involved permitting authorities to minimize schedule delays
- » Used 3D modeling to enhance operations input and minimize design changes
- » Used river/groundwater sources for structure water testing to minimize potable water usage
- » Utilized robust structural concrete mix design to shorten cure times for early testing

“Garney excelled on this fast-paced project by providing excellent management and trade work. Garney has the ability to build a team of Garney employees and subcontractors who are working to achieve common goals while being very client-focused.”

- JOHN KUOSMAN, (METRO WASTEWATER RECLAMATION DISTRICT - NOW WITH MERRICK)



NORTH WATER RECLAMATION FACILITY PHASE 1A IMPROVEMENTS (CMAR)

Parker, Colorado

OWNER

Parker Water & Sanitation District

Rebecca Tejada, P.E.

(720) 842-4261

rtejada@pwsd.org

PROJECT BUDGET

30%: N/A **60%:** \$49,840,000

Garney entered into contract at 60%, so a 30% estimate was not included.

GUARANTEED MAXIMUM PRICE

\$56,280,000

PROJECT COST

\$57,430,000

The fee and general conditions cost account for approximately 20% of the overall project cost.

CHANGE ORDERS

\$1,150,000 (The change orders were for additional time to complete additional scope).

CONSTRUCTION SCHEDULE

Start Date: July 2018

Original Completion Date: January 2022

Actual Completion Date: January 2022
(Completed on Schedule)

PROJECT DESCRIPTION

Garney provided CMAR services for full design assistance, plan review, cost estimating, scheduling, procurement, and construction services for completion of improvements and the 1.8 MGD expansion to an existing 2 MGD wastewater treatment plant for a final capacity of 3.8 MGD. The preconstruction phase included constructability and VE reviews, development of a trend log, a risk register and baseline schedule, final analysis of 100% design documents, and incorporation into final agreed GMP.

The scope included a headworks with chemical storage and feed, screening, grit removal, influent pump station, and odor control; a primary clarifier complex with splitter box, polymer injection, and primary sludge pump station; an advanced water treatment (AWT) facility including flocculation, sedimentation, and filtration; ultraviolet (UV) disinfection facility; replacement of existing effluent pump station pumps; replacement of existing dissolved air flotation thickeners (DAFT) with rotary drum thickeners (RDT); conversion of existing aerobic digesters to autothermal thermophilic aerobic digestion (ATAD); primary power metering/distribution upgrades; replacement of cake pumps with serpentine cleated belt conveyor; standby power upgrades; instrumentation and programmable logic controller (PLC) upgrades; yard piping, site grading, access roads, and landscaping. Below and above grade process piping included 15,980 LF of 1" to 48". **Our team re-purposed an existing Digester and split it into two new ATAD Digester Tanks by adding a wall in the middle. This saved from demolition of the existing tank and saved on concrete by not pouring two new tanks.**

KEY PERSONNEL INVOLVED: JOEL HEIMBUCK, JANET MARRIAGE

PROJECT RELEVANCE

- » WWTP Improvements Project
- » Completed on Schedule
- » Collaborative Delivery
- » Colorado Project
- » Similar Construction Cost
- » VE Savings Generated



\$873,000

**Construction VE savings
returned to the Owner**



WASTEWATER TREATMENT PLANT IMPROVEMENTS (CMAR)

Loveland, Colorado

OWNER

City of Loveland, CO

Brian Gandy
(970) 962-3760
brian.gandy@cityofloveland.org

PROJECT BUDGET

30%: \$33,160,000 **60%:** \$32,140,000

GUARANTEED MAXIMUM PRICE

\$34,520,000

PROJECT COST

\$35,130,000

The fee and general conditions cost account for approximately 20% of the overall project cost.

CHANGE ORDERS

\$610,000 (The change orders were for reconciling the VE to reduce the overall project cost, design corrections, and additional work across work packages).

CONSTRUCTION SCHEDULE

Start Date: April 2016

Original Completion Date: September 2019

Actual Completion Date: September 2019
(Completed on Schedule)

PROJECT DESCRIPTION

This CMAR project involved a preconstruction phase and three construction phases to upgrade an existing wastewater treatment plant to exceed 20 MGD peak hour flow (average daily flow of 8.4 MGD).

The scope included a remodel of the digester complex including digesters 3 and 4, a new MCC building, sludge mixing tank, digester feed pumps, primary sludge mixing progressive cavity pumps, heat exchangers, HVAC, and electrical and instrumentation. The biological nutrient removal (BNR) phase of the project included removal and replacement of fine bubble aeration diffusers, the addition of air compressors and large bubble diffusers, a new RAS anoxic zone tank, and concrete and yard pipe modifications.

THE BIGGEST CHALLENGE ON THIS PROJECT WAS MAINTAINING OPERATIONS THROUGHOUT CONSTRUCTION. THIS WAS COMPLETED SUCCESSFULLY WITHOUT A PERMIT VIOLATION AND CONSISTED OF SEWER BYPASS PUMPING 404 MILLION GALLONS OVER A PERIOD OF 116 DAYS. THE SCOPE ALSO REQUIRED WELLPOINT DEWATERING THROUGHOUT THE PROJECT.

KEY PERSONNEL INVOLVED: JOEL HEIMBUCK, MATT WAMPLER, JEFFERSON LEWIS, JANET MARRIAGE



**APWA 2020 COLORADO
CHAPTER PROJECT OF
THE YEAR**



**COLORADO CONTRACTORS
ASSOCIATION 2019 H2O
PROJECT AWARD**



“Garney was always willing to go the extra mile in terms of making accommodations for plant staff during construction, shutdown, tie-ins, etc. As changes occurred, the pricing that Garney provided was fair and reasonable. If cost of work was ever questioned, Garney was willing to talk through and negotiate those differences with the City.”

**- Brian Gandy
City of Loveland, CO**



CHEROKEE TDS REDUCTION FACILITY (PROGRESSIVE DESIGN-BUILD)

Colorado Springs, Colorado

OWNER

Cherokee Metropolitan District

Jeffrey Munger
(719) 597-5080
jmunger@cherokeemetro.org

PROJECT BUDGET

30%: \$48,190,000 **60%:** \$43,960,000

GUARANTEED MAXIMUM PRICE

\$42,030,000

PROJECT COST

\$42,300,000

The fee and general conditions cost account for approximately 20% of the overall project cost.

CHANGE ORDERS

\$270,000 (change orders were due to owner-initiated changes and allowance item usage).

CONSTRUCTION SCHEDULE

Start Date: October 2019

Original Completion Date: January 2023

Actual Completion Date: In Progress

PROJECT DESCRIPTION

This project is the District's first Progressive Design-Build project and includes a preconstruction and construction phase. The preconstruction phase included preliminary studies, constructability reviews, cost estimates, permitting, and final design. ***VE ideas generated saved the District approximately \$3M and consisted of constructing a new splitter box within an existing basin, redesigning the concrete ramps for access to the ponds by reducing their size, and selecting a pre-engineered metal building (PEMB) instead of a traditional CMU for the 13,000 SF filter building.*** Once the design was finalized, a guaranteed maximum price was agreed upon, and construction commenced.

The scope included a new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR. The MBR basins are also receiving two waste recirculation pumps and submersible mixers. Includes a chemical storage building and feed system, stormwater detention basin outlet structure, and HDPE discharge piping. A 3 MGD bypass will be used to keep the plant in operation. Bringing the project online consists of a complicated phased start-up sequence to ensure the biological micro-organisms are not impacted by the new processes. Once all of the process-related construction is complete, the site will receive 51,705 SF of asphalt paving for access roads to the new facilities and repair the areas disturbed by construction.

KEY PERSONNEL INVOLVED: JOEL HEIMBUCK, MATT WAMPLER, JEFFERSON LEWIS, CHAD HULAN

PROJECT RELEVANCE

- » WWTP Improvements Project
- » Collaborative Delivery
- » Local Project
- » Similar Construction Cost
- » VE Savings Generated

Early procurement used on two large systems totaling \$4M in value to save time critical to meeting the schedule.



\$3,000,000

VE savings returned to the Owner



EVANS CONSOLIDATED WWTP (CMAR)

Evans, Colorado

OWNER

City of Evans, CO

Keith Meyer, P.E. (Owner's Rep.)
(970) 988-8605
keith.meyer@ditescoservices.com

PROJECT BUDGET

30%: \$39,030,000 **60%:** \$38,450,000

GUARANTEED MAXIMUM PRICE

\$39,160,000

PROJECT COST

\$37,290,000

The fee and general conditions cost account for approximately 20% of the overall project cost.

CHANGE ORDERS

-\$1,870,000 (The project was completed under budget).

CONSTRUCTION SCHEDULE

Start Date: January 2015

Original Completion Date: July 2018

Actual Completion Date: July 2018
(Completed on Schedule)

PROJECT DESCRIPTION

THE NEW EVANS WASTEWATER TREATMENT PLANT IS THE LARGEST CAPITAL IMPROVEMENT PROJECT IN THE CITY'S 146-YEAR HISTORY. The \$39-million plant was designed to handle future capacity, meet state treatment standards and consolidate two existing treatment facilities. The plant replaced two lagoon treatment plants with a state-of-the-art biological nutrient-removal treatment facility, a lift-station facility and 4.5 miles of dual sanitary sewer force mains.

Construction included a headworks facility with mechanical step screen, manual bar screen, and grit removal system, three-stage secondary process capable of nitrification, denitrification, and biological phosphorus removal with three treatment trains, three secondary clarifiers, UV disinfection system with two channels and two banks in series, administration/O&M/lab building, anaerobic lagoon for solids handling, 3.0 MGD lift station, and three miles of two 10" diameter force mains.

KEY PERSONNEL INVOLVED: JANET MARRIAGE

2019 ENR BEST WATER/ ENVIRONMENT PROJECT

Throughout the design phase, close coordination among team members drove the creation of cohesive specifications for each package and created a uniform set of documents. The owner, owner's construction manager, both design engineers, and the general contractor worked together to ensure a smooth, high-quality project. This unique approach to project delivery created more efficiency in the design, construction, inspection and operations of the new plant and lift station.

"Garney's entire team from project management staff to craft workers are dedicated to providing a top-quality project from start to finish. Garney is a quality contractor who provides a quality project every time they come to the table."

- Keith Meyer, P.E.
Ditesco (Owner's Rep.)

PERSONNEL COLLABORATION

Related Project Experience of Personnel

	Joel Heimbuck	Matt Wampler	Heath Brooks	Gerardo Gomez	Chad Hulan	Heidi Wagner	Janet Marriage	Jefferson Lewis
PAR 1088 Northern Treatment Plant (PD-B) Metro Water Recovery	✓	✓		✓			✓	
North Water Reclamation Facility Phase 1A Improvements (CMAR) Parker Water & Sanitation District	✓						✓	
Wastewater Treatment Plant Improvements (CMAR) City of Loveland, CO	✓	✓					✓	✓
Cherokee TDS Reduction Facility (PD-B) Cherokee Metropolitan District	✓	✓			✓		✓	✓
Plum Creek WPF Advanced Treatment (CM/GC) Town of Castle Rock, CO	✓		✓		✓		✓	✓
South Water Reclamation Facility Advanced Water Treatment Filter Rehab. and Disinfection (CMAR) Parker Water & Sanitation District	✓					✓		
Thornton WTP Replacement (PD-B) City of Thornton, CO	✓	✓		✓		✓	✓	✓
SACWSD Interconnect Design and Construction (D-B) City of Brighton, CO	✓		✓				✓	
Larry D. Moore WTP Roxborough Water & Sanitation District	✓			✓			✓	✓
Evans Consolidated WWTP (CMAR) City of Evans, CO							✓	

“The Garney team, including the leadership of Heath Brooks, and Jefferson Lewis, met the Town’s expectations by taking initiative to foresee, communicate, and adapt to mitigate potential risks.”

*Walt Schwarz, P.E., Project Manager
Castle Rock Water*

SIMILAR PROJECTS IN COLORADO

Additional Projects Similar in Size and Scope

	Contract Value	Collaborative Delivery	Local Project	Similar Size	WTP/WRF	Within Last 10 Years	Project with BMcD
PAR 1088 Northern Treatment Plant (PD-B) Metro Water Recovery	\$99M	✓	✓	✓	✓	✓	
Cherokee TDS Reduction Facility (PD-B) Cherokee Metropolitan District	\$42M	✓	✓	✓	✓	✓	✓
Plum Creek WPF Advanced Treatment (CM/GC) Town of Castle Rock, CO	\$52M	✓	✓	✓	✓	✓	✓
Thornton WTP Replacement (PD-B) City of Thornton, CO	\$85M	✓	✓	✓	✓	✓	✓
PAR 942 North Secondary Complex Improv. Metro Water Recovery, CO	\$48M		✓	✓	✓	✓	
Griswold WPF Solids Handling Improv. (CM/GC) City of Aurora, CO	\$36M	✓	✓	✓	✓	✓	
WPCF Nitrification Project Phase II (CMAR) City of Greeley, CO	\$30M	✓	✓	✓	✓	✓	
Dodd WTP Upgrades (PD-B) Left Hand Water District	\$30M	✓	✓	✓	✓	✓	✓
Wes Brown WTP Improvements (CM/GC) City of Thornton, CO	\$57M	✓	✓	✓	✓	✓	✓
Soldier Canyon Filter Plant 15 MGD Expansion (CMAR) Soldier Canyon Water Treatment Authority, CO	\$35M	✓	✓	✓	✓	✓	
Northern Water Treatment Plant Phase 2 (CM/GC) East Cherry Creek Valley Water & Sanitation District	\$52M	✓	✓	✓	✓	✓	
Harold D. Thompson WRF (CM/GC) Lower Fountain Metropolitan Sewage Disposal District	\$24M	✓	✓	✓	✓	✓	
Larry D. Moore Water Treatment Plant Roxborough Water and Sanitation District	\$36M		✓	✓	✓	✓	

BONDING CAPACITY



CNA SURETY

September 6, 2022

Duane Hoff Jr., Contract Administrator
City of Grand Junction, CO
2145 River Road
Grand Junction, CO 81505

Re: Garney Companies, Inc.
Request for Proposal RFP-5099-22-DH; Phase 1 Persigo Wastewater Treatment Plant Expansion
Projects – CM/GC

Dear Duane:

In connection with the requirements of your request for qualifications, you have requested information concerning Garney Companies, Inc.'s bond program, we are pleased to respond in that regard.

Bonds have been written on a co-surety basis by The Continental Insurance Company, a member of the CNA Group of Insurance Companies, and Liberty Mutual Insurance Company, a member of the Liberty Mutual Insurance Companies, since 2006. A.M. Best currently rates The Continental Insurance Company "A", Class Size XV, and Liberty Mutual Insurance Company "A", Class Size XV. The Continental Insurance Company and Liberty Mutual Insurance Company are approved for federal projects as provided for in the current online edition of the Department of the Treasury – Circular 570 with underwriting limitations of \$1,140,370,000 and \$1,772,737,000 respectively. Both The Continental Insurance Company and Liberty Mutual Insurance Company are licensed to write bonds in all 50 states.

The largest project bonded by the sureties on behalf of Garney Companies, Inc., totaled \$700,000,000. The sureties have committed a \$2,000,000,000 aggregate cost to complete program. At present, approximately \$1,000,000,000 of this facility remains available for use for construction work during the next 24 months.

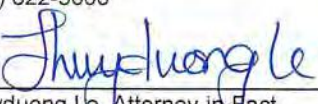
Garney Companies, Inc. enjoys a national reputation as one of the premier contractors performing sewer and water line work, with particular expertise in large diameter installations, and constructing water and wastewater treatment facilities. The company's experience includes a broad range of alternative procurement methodologies. At no time during our history with the account have they been refused a bond nor have there been any bond claims. Garney Companies, Inc. remains an account in good standing.

Should Garney Companies, Inc., be awarded this contract and requests that we provide the necessary Performance and/or Payment, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration of issuance of bonds is a matter solely between Garney Companies, Inc., and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

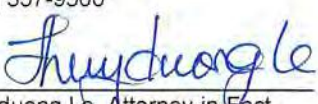
We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Brian Cooper, Managing Director, of Arthur J. Gallagher Risk Management Services, located at 595 Market Street, Suite 2100, San Francisco, CA 94105 - Telephone (415) 288-1620

The Continental Insurance Company
151 N. Franklin Street
Chicago, IL 60606
(312) 822-5000

By: 
Thuyduong Le, Attorney-in-Fact



Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(617) 357-9500

By: 
Thuyduong Le, Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda)

On September 6, 2022 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, K Zerounian, Susan Hecker, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Gillian Bhaskaran, Brittany Kavan, Thuyduong Le, Misty R Hemje, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of July, 2021.



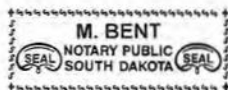
The Continental Insurance Company

Paul T. Bruflat

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of July, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 6th day of September, 2022.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Alameda)

On September 6, 2022 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Thuyduong Le,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8208346-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of July, 2022.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 20th day of July, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of September, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

G REFERENCES



Cherokee TDS Reduction Facility (PD-B)



CHEROKEE METROPOLITAN DISTRICT

Address: 6250 Palmer Park Boulevard
Colorado Springs, CO 80915

Contact Person: Jeffrey Munger

Telephone: (719) 499-2683

Email Address: jmunger@cherokeemetro.org

Project Dates: 10/2019 - In Progress

Project Description: A new metal building housing an RO and pressure membrane ultrafiltration system, evaporation ponds, headworks structure, grit basin, and modifications to the existing SBR basins consisting of removing the existing diffusers and replacing them with MBR.

Original Project Budget: \$42,301,133

Final Project Cost: In Progress

Thornton WTP Replacement (PD-B)



CITY OF THORNTON, CO

Address: Thornton Pkwy & Washington Street
Thornton, CO 80229

Contact Person: Dennis Laurita

Telephone: (303) 912-9648

Email Address: dennis.laurita@thorntonco.gov

Project Dates: 03/2017 - 12/2020

Project Description: This 20 MGD greenfield conventional treatment process plant included preoxidation, conventional pretreatment basins, intermediate ozone, biological filtration, and chlorine for disinfection. The pipeline work included 1,190 LF of 6" and 4" PVC gravity sewer pipe, 1,085 LF of 12" to 24" RCP stormwater pipes, and 1,495 LF of 30" and 24" DIP raw water pipes.

Original Project Budget: \$82,311,824

Final Project Cost: \$85,389,462 (The majority of these changes were owner-initiated, adding scope to the project beyond the original design).

Plum Creek WPF Advanced Treatment (CM/GC)



TOWN OF CASTLE ROCK, CO

Address: 1923 Liggett Road
Castle Rock, CO 80109

Contact Person: Walter Schwarz

Telephone: (303) 435-2384

Email Address: wschwarz@crgov.com

Project Dates: 08/2018 - 02/2021

Project Description: Installation of equipment for pre-ozone, biologically active carbon filtration, ozone generation and destruction system, GAC including eight downflow liquid activated carbon adsorption units, UV disinfection including one inline 12.8 MGD unit, two dewatering centrifuges, and a 1 MG D110 Type III aboveground concrete water storage tank.

Original Project Budget: \$28,452,538

Final Project Cost: \$28,452,538

WWTP Improvements (CMAR)



CITY OF LOVELAND, CO

Address: 920 S Boise Ave
Loveland, CO 80537

Contact Person: Brian Gandy, CCM

Telephone: (970) 962-3760

Email Address:
brian.gandy@cityofloveland.org

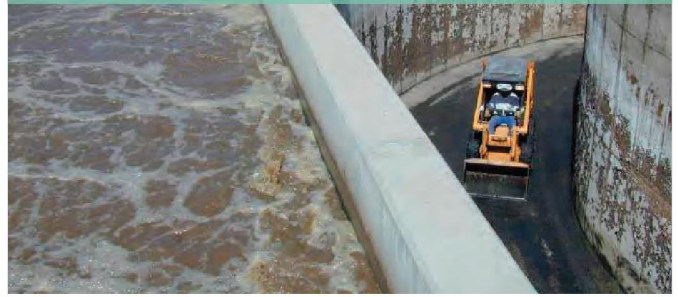
Project Dates: 04/2016 - 10/2020

Project Description: This CMAR project involved a preconstruction phase and three construction phases to upgrade an existing wastewater treatment plant to exceed 20 MGD peak hour flow (average daily flow of 8.4 MGD).

Original Project Budget: \$34,688,508

Final Project Cost: \$35,133,341 (The change orders were for reconciling the value engineering to reduce the overall project cost, design corrections, and additional work across work packages).

SACWSD Interconnect Design and Construction (D-B)



CITY OF BRIGHTON, CO

Address: 4350 East Bromley Lane
Brighton, CO 80601

Contact Person: Matt Amidei

Telephone: (303) 655-2183

Email Address: mamidei@brightonco.gov

Project Dates: 10/2020 - In Progress

Project Description: Improvements consisting of flocculation and sedimentation basins, pellet softening, recarbonation tanks, denitrification, bulk chemical storage and feed, and additional high rate conventional filters. Additional work includes demolition of existing facilities, disinfection contact basin, finished water high service pump station and connective pipeline, solids handling dewatering, equalizing basin, and raw water wells and connective piping.

Original Project Budget: \$75,000,000

Final Project Cost: In Progress

FEE PROPOSAL

FEE PROPOSAL

Garney's Cost/Pricing Proposal Form is on the following page. Our team of estimators have provided a detailed cost estimate worksheet. This worksheet identifies billing rates by employee classification and our expected level of effort based on the Scope of Services.

These hourly rates are for the duration of preconstruction through September 1, 2023.

In addition, we have provided a detailed estimate for the general conditions. Our estimate is based on the RFP requirements and addendum with the following clarifications/exceptions. The general conditions are based on a \$46,307,000 overall project cost. The final cost will vary based on overall project cost.

In our estimate, we included the following:

- 1. Cost for on and off-site staff, except for staff that will be necessary for self-performed work.**
- 2. Per-diem for our general conditions staff only. Per-diem for direct labor will be included at the GMP.**
- 3. Hourly rates include per-diem for employees traveling to the site.**
- 4. The cost for a Garney office trailer and setup. (The engineers office trailer is already setup at the project site and is excluded from the estimate).**
- 5. The cost for internet for the Garney trailer. If internet is provided by the City, this may be able to be deducted from our cost.**
- 6. The cost to set up temporary power for construction (the monthly utility cost is excluded). Based on experience on other projects, we assume the City will be responsible for paying the utility bill.**
- 7. The cost for temporary sheds for tool storage.**
- 8. We have excluded consumable cost for small tools and safety which will be a part of the GMP cost and added at a later date.**
- 9. An allowance for the temporary building heat and snow removal at approximately \$50,000.**
- 10. A warranty support allowance of \$100,000 for work happening after substantial completion to support work during the correction period.**
- 11. We have included bonds, insurance, and builders risk at 1.25% of the overall project cost.**
- 12. The GC's will be marked up using the CM/GC Construction Services (OH&P) Percentage fee as shown on the Cost/Pricing Proposal Form.**

SECTION 8.0: SOLICITATION RESPONSE FORM**Bid Date:** September 20, 2022**Project:** RFP-5099-22-DH "Phase 1 Persigo Wastewater Treatment Plant Expansion Projects CM/GC"**Bidding Company:** Garney Companies, Inc.**Name of Authorized Agent:** Joel Heimbuck**Email** jheimbuck@garney.com**Telephone** (303) 725-8456 **Address** 7911 Shaffer Parkway**City** Littleton **State** CO **Zip** 80127

The undersigned Bidder, in compliance with the Request for Proposals, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Solicitation Response Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Scope of Services, and other Contract Documents.

State number of Addenda received: 3.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Garney Companies, Inc.**Authorized Signature:** **Title:** Director of Western Plant Operations

COST/PRICING PROPOSAL FORM
RFP-5099-22-DH "Phase 1 Persigo Wastewater Treatment Plant Expansion Projects
CM/GC"

Date: September 20, 2022

CM/GC Cost/Pricing proposal shall be based upon a \$46,307,000
construction budget.

1. CM/GC Pre-Construction Services Fee	\$	<u>421,814</u>
2. CM/GC Construction Services Fee (OH&P) (provide in both % and \$)	% <u>12.50</u> \$	* <u>5,145,222</u> <small>* applied to a direct cost of \$42,483,486 for a total cost of \$46,307,000</small>
3. General Conditions (NTE)	\$	<u>4,053,705</u>
Total CM/GC Fee	\$	<u>9,620,741</u>

Total CM/GC Fee Written:

Nine Million and Six Hundred Twenty Thousand and Seven Hundred and Forty One Dollars

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

Company: Garney Companies, Inc.

Authorized Signature: 

Title: Director of Western Plant Operations

Project: City of Grand Junction RFP-5099-22-DH Phase 1 Persigo WWTP Expansion Project - CM/GC**From: Garney Construction****Date: September 20, 2022****Detailed Preconstruction Cost Estimate Worksheet**

Task	Description	Garney									
		Senior Project Manager	Project Manager	Asst PM	Senior Super	Chief Estimator	Estimator	Startup Manager	Labor Amount	Garney Other Amount	Garney Total
	Employee Name	M.Wampler	H.Brooks	H.Wagner	G.Gomez	C.Hulan	TBD	J.Lewis			
	Totals from Below	134	444	254	80	160	1,820	48	\$ 413,314	\$ 8,500	\$ 421,814
	Billing Rate	\$ 172.00	\$ 141.00	\$ 111.00	\$ 131.00	\$ 172.00	\$ 141.00	\$ 101.00			

4.6.1.a	Pre-Construction Services										
	Attend regularly scheduled meetings (virtually)	18	36	18					\$ 10,170		\$ 10,170
rfp pg. 22	Conceptual design review and familiarization	8	16	16	8				\$ 6,456		\$ 6,456
rfp pg. 22	30pct design review	8	24	16	8			8	\$ 8,392	1,500	\$ 9,892
rfp pg. 22	60pct design review	8	24	16	8			8	\$ 8,392	1,500	\$ 9,892
rfp pg. 22	90pct design review	8	24	16	8			8	\$ 8,392	1,500	\$ 9,892
rfp pg. 22	Participate in partnering meeting (in person)	16	16	16	16			8	\$ 9,688	2,500	\$ 12,188
									\$ -		\$ -
4.6.1.b & e	Cost Estimating, Scope Management and Value Engineering								\$ -		\$ -
	Prepare 30pct cost estimate	8	16			40	560		\$ 89,472		\$ 89,472
	Prepare 60pct cost estimate	8	16			40	560		\$ 89,472		\$ 89,472
	Prepare 90pct cost estimate	8	16			40	420		\$ 69,732		\$ 69,732
	Prepare GMP cost proposal	8	16			40	280		\$ 49,992		\$ 49,992
									\$ -		\$ -
4.6.1.c	Scheduling								\$ -		\$ -
	Develop project schedule		16						\$ 2,256		\$ 2,256
	Update project schedule		18						\$ 2,538		\$ 2,538
									\$ -		\$ -
4.6.1.d	Site Investigation								\$ -		\$ -
	Site investigation	4	4	4					\$ 1,696		\$ 1,696
	Develop written site investigation report		4						\$ 564		\$ 564
									\$ -		\$ -
4.6.1.f	Early release / equipment procurement packages								\$ -		\$ -
	Prepare early procurement plan		16						\$ 2,256		\$ 2,256
	Solicit bids for early procurement	8	40	40					\$ 11,456		\$ 11,456
	Review and best value selection of early packages	8	40	40					\$ 11,456		\$ 11,456
									\$ -		\$ -
4.6.1.g	Value Engineering								\$ -		\$ -
	30pct value engineering/constructability review and meeting	8	16	8	8			8	\$ 6,376		\$ 6,376
	60pct value engineering/constructability review and meeting	8	16	8	8			8	\$ 6,376		\$ 6,376
									\$ -		\$ -
4.6.1.h	Risk Register								\$ -		\$ -
	Prepare risk register		4						\$ 564		\$ 564
	Update risk register		18						\$ 2,538		\$ 2,538
									\$ -		\$ -

Task	Description	Garney									
		Senior Project Manager	Project Manager	Asst PM	Senior Super	Chief Estimator	Estimator	Startup Manager	Labor Amount	Garney Other Amount	Garney Total
	Employee Name	M.Wampler	H.Brooks	H.Wagner	G.Gomez	C.Hulan	TBD	J.Lewis			
4.6.1.i	Construction Logistic Plan								\$ -		\$ -
	Prepare construction logistic plan		4	8	8				\$ 2,500		\$ 2,500
	Prepare maintenance of operations plan		4	8	8				\$ 2,500		\$ 2,500
									\$ -		\$ -
4.6.1.j	Subcontractor pre-qualification								\$ -		\$ -
	Develop pre-qualification for electrical subcontractor		16	16					\$ 4,032		\$ 4,032
	Best value selection of electrical subcontractor		16	16					\$ 4,032		\$ 4,032
	Pre-Construction Conference with selected subcontractor (in-person)		8	8					\$ 2,016	1,500	\$ 3,516
									\$ -		\$ -

Estimate for Grand Junction Persigo WWTP General Conditions

General Conditions

Prepared by: MSW

Addenda Noted: 1,2

Filtered Totals				24,316		3,157,458		9,425		61,800		40,390		784,632		4,053,705
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	GARNEY INDIRECTS															
MATT	SR PROJECT MANAGER	29.0	MOS	501.7	17.3		85,791		0		0	in Lbr Rate	0	in Lbr Rate	0	85,791
HEATH	PROJECT MANAGER	29.0	MOS	3978.8	137.2		616,714		0		0	in Lbr Rate	0	in Lbr Rate	0	616,714
HEIDI	ASST PROJECT MANAGER	29.0	MOS	5025.7	173.3		633,238		0		0	in Lbr Rate	0	in Lbr Rate	0	633,238
	PROJECT ENGINEER	29.0	MOS	5025.7	173.3		542,776		0		0	in Lbr Rate	0	in Lbr Rate	0	542,776
GERARDO	SR / GENERAL SUPEINTENDENT	29.0	MOS	5025.7	173.3		784,009		0		0	in Lbr Rate	0	in Lbr Rate	0	784,009
TBD	SUPERINTENDENT		MOS				0		0		0	in Lbr Rate	0	in Lbr Rate	0	0
TBD	ASST SUPERINTENDENT		MOS				0		0		0	in Lbr Rate	0	in Lbr Rate	0	0
TBD	FIELD ENGINEER	18.0	MOS	3120.0	173.3		336,960		0		0	in Lbr Rate	0	in Lbr Rate	0	336,960
JANET	SAFETY OR QA/QC ENGINEER	24.0	MOS	830.4	34.6		105,461		0		0	in Lbr Rate	0	in Lbr Rate	0	105,461
	CO-OP		MOS	0.0			0		0		0		0		0	0
	FIELD CLERK		MOS	0.0			0		0		0		0		0	0
	FOREMAN ALLOWANCE		MOS	0.0			0		0		0	650	0	445	0	0
	ESTIMATING		LS	0.0			0		0		0		0		0	0
	BUSINESS DEVELOPMENT		LS	0.0			0		0		0		0		0	0
	SURVEYOR- OUTSIDE	1.0	LS			0.00	0		0		0		0		0	0
	CPM SCHEDULE OUTSIDE	1.0	LS			0.00	0		0		0		0		0	0
	ENGINEER'S OFFICE		MOS	0.0	0.000		0		0		0	800.00	0		0	0
	SETUP ENGINEER'S OFFICE		LS	0.0	0.000		0	0.00	0	5,000.00	0	0.00	0	0.00	0	0
see wrksht	ENGINEER'S FURNISHINGS	1.0	LS	0.0	0.000	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0
	ENGINEER'S TELEPHONE	29.0	MOS			0.00	0		0		0		0		0	0
	GARNEY'S OFFICE	29.0	MOS				0		0		0	1,200.00	34,800		0	34,800
	SETUP GARNEY OFFICE TRAILER	1.0	LS				0		0	15,000.00	15,000		0		0	15,000
	MOBILE-MINI OR HALF-N-HALF		MOS				0		0		0	500.00	0		0	0
	SETUP GARNEY SMALL TRAILER		LS				0		0	2,500.00	0		0		0	0
	OFFICE SUPPLIES	29.0	MOS			0.00	0	325.00	9,425		0		0		0	9,425
	COMPUTER EQUIPMENT	1.0	LS			0.00	0		0		0		0		0	0
	NETWORK SETUP	1.0	LS			0.00	0		0		0		0		0	0
	FEDERAL CUI PROTCOL COSTS	0.0	LS				0		0		0		20,570.00		0	0
	COPIERS/FAX MACHINES	29.0	MOS			0.00	0		0		0		0	517.24	15,000	15,000
	POSTAGE		MOS				0	75.00	0		0		0		0	0
	REPRODUCTION SERVICES		MOS				0		0	50.00	0		0		0	0
	GARNEY CELL SERVICE ALLOW	1.0	LS			0.00	0		0		0		0	w/burden	0	0
	GARNEY PHONE/TI/INTERNET	29.0	MOS			0.00	0		0		0		0	1,000.00	29,000	29,000
	SANITARY FACILITY	29.0	MOS			0.00	0		0	250.00	7,250		0		0	7,250
	TEMP POWER UTILITIES		MOS				0		0		0		0	500.00	0	0
Hookup	TEMP POWER UTILITIES	1.0	LS			0.00	0		0	10,000.00	10,000		0		0	10,000
	TEMP MONTHLY UTILITIES		MOS				0		0		0		0	500.00	0	0
Hookup	TEMP MONTHLY UTILITIES		LS				0		0	5,000.00	0		0		0	0
	UTILITIES TO OFFICE TRAILERS	1.0	LS			0.00	0		0		0		0		0	0
	DRINKING WATER	29.0	MOS			0.00	0		0	150.00	4,350		0		0	4,350
	TEMPORARY WATER TO TRAILERS		LS	0.0			0		0		0		0		0	0
	PHOTOS	29.0	MOS			0.00	0		0	100.00	2,900		0		0	2,900
	VIDEO SURVEY	1.0	LS			0.00	0		0		0		0		0	0
	PROJECT SIGNAGE	1.0	EA			0.00	0		0	2,000.00	2,000		0		0	2,000
	ALARM SYSTEM	29.0	MOS	0.0		0.00	0		0	100.00	2,900		0		0	2,900

Estimate for Grand Junction Persigo WWTP General Conditions

General Conditions

Prepared by: MSW

Addenda Noted: 1,2

Filtered Totals				24,316		3,157,458		9,425		61,800		40,390		784,632		4,053,705
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	TRAVEL / SUBSISTENCE PER POLICY															0
	TOLLS		MOS				0		0		0		0		0	0
	HOME OFFICE TRAVEL		MOS				0		0		0		0		0	0
policy	SHORT TERM HOUSING		MOS				0		0		0		0		0	0
policy	SHORT TERM SUBSISTENCE		MOS				0		0		0		0		0	0
policy	LONG TERM (RELOCATION)		LS				0		0		0		0		0	0
policy	TRAVEL INCENTIVE		LS				0		0		0		0		0	0
	LICENSES		LS				0		0		0		0		0	0
	PERMITS		LS				0		0		0		0		0	0
	SPECIAL INSPECTIONS		LS				0		0		0		0		0	0
	SPECIAL INSURANCE		LS				0		0		0		0		0	0
	MEETING EXPENSES		LS				0		0		0		0		0	0
	COMMUNITY OUTREACH		LS				0		0		0		0		0	0
	MOB\DEMOB	1.0	LS	400.0	400.000	26,000.00	26,000		0		0		0		0	26,000
	PREPARE SITE		LS	0.0			0		0		0		0		0	0
	SHOPS\SHEDS	29.0	MOS	0.0		0.00	0		0		0		0	1,000.00	29,000	29,000
	TEMPORARY ROADS		MOS	0.0			0		0		0		0		0	0
	TEMPORARY WATER		MOS	0.0			0		0		0		0		0	0
	TEMPORARY FENCING		LF	0.0			0		0		0		0		0	0
	SPECIAL SAFETY REQUIREMENTS	1.0	LS	0.0		0.00	0		0		0		0		0	0
	SPILL CONTAINMENT FACILITY		LS	0.0			0		0	2,500.00	0		0		0	0
	DRUG TESTS		EA				0		0		0		0	38.00	0	0
	JOB PHYSICALS		EA				0		0		0		0	150.00	0	0
	BACKGROUND CHECKS/BADGING		EA	0.0			0		0		0		0		0	0
	TRAILER SECURITY FENCING		LF	0.0			0		0		0		0		0	0
	SECURITY GUARD		HRS	0.0			0		0		0		0		0	0
	ITEMS BASED ON DIRECT MANHOURS															
\$	1.50 SMALL TOOLS		LS				0	52,893.00	0		0		0		0	0
\$	0.30 MISC. RENTAL	1.0	LS			0.00	0		0		0	0.00	0		0	0
\$	0.75 SAFETY/FIRST AID EQUIP	1.0	LS			0.00	0	0.00	0		0		0		0	0
\$	0.10 COVID-19 PROTECTIVE MEASURES	1.0	LS			0.00	0	0.00	0		0		0		0	0
\$	- SMALL EQUIPMENT ALLOCATION	1.0	LS			0.00	0		0		0		0	in burden	0	0
	WEEKLY CLEANUP	0.0	HRS	0.0	1.000		0		0		0		0		0	0
	FINAL CLEANING	1.0	LS	200.0	200.000	13,000.00	13,000		0		0		0		0	13,000
	WINTER PROTECT CONCRETE		SF	0.0			0		0		0		0		0	0
	WINTER PROTECT MASONRY		SF	0.0			0		0		0		0		0	0
	TEMPORARY BUILDING HEAT	6.0	MOS	0.0		0.00	0		0		0		0	5,000.00	30,000	30,000
	SNOW REMOVAL	6.0	MOS	207.8	34.640	2,251.60	13,510		0		0	931.64	5,590	465.82	2,795	21,894
	DEWATERING		WKS	0.0			0		0		0		0		0	0
	TEMPORARY PUMPING		LS	0.0			0		0		0		0		0	0
	TRASH HAUL	29.0	MOS			0.00	0		0	600.00	17,400		0		0	17,400
	SOILS/COMPACTION TESTING		LS				0		0		0		0		0	0
	CONCRETE TESTING		LS				0		0		0		0		0	0
	PIPE/MECHANICAL TESTING		LS	0.0			0		0		0		0		0	0
	FIELD STARTUP		LS	0.0			0		0		0		0		0	0
	WARRANTY SUPPORT															
	WARRANTY SUPPORT ALLOWANCE	1.0	LS	0.0		0.00	0		0		0		0	100,000.00	100,000	100,000
	INSURANCE AND BONDS															
	BASED ON \$46.307M	1.0	LS	0.0		0.00	0		0		0		0	578,837.50	578,838	578,838

General Conditions
Prepared by: MSW
Addenda Noted: 1,2

Filtered Totals				24,316		3,157,458		9,425		61,800		40,390		784,632		4,053,705	
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	Labor		Materials		Subcontract		Equipment		Other		Total Cost	
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total		
BID TOTALS:				24,316			3,157,458		9,425		61,800		40,390		784,632		4,053,705
				MHS			Labor		Materials		Subcontract		Equipment		Other		TOTAL
																	4,053,705

LEGAL PROCEEDINGS/LAWSUITS

LEGAL PROCEEDINGS/LAWSUITS

Within the normal course of business, Garney Companies, Inc. (Garney) is periodically subject as a party to a lawsuit or participates in dispute resolution. Most actions are not brought forth by Garney and are amicably settled before reaching a level of legal action. While Garney is occasionally engaged in claims and disputes involving subcontractors, suppliers, and the engineering and construction professions, it rarely results in litigation. At present, only one of these cases is against an Owner (see additional information regarding this case as follows). Most actions are dismissed without contribution from Garney or result in no finding of liability of our company. No actions are currently pending that will materially impact our financial standing or our ability to perform on a project of any size. At no time has Garney ever been assessed liquidated damages or been debarred from bidding.

In 2021, Garney filed a complaint against Miami Dade County, Florida, on the 48" Diameter Water Transmission Main for "Area N" seeking >\$30,000 resulting from the County breaching the contract by, without limitation, actively interfering in providing direction and contract interpretations that were improper and not in accordance with the contract. This case was settled in February of 2022 by mediation.

J ADDITIONAL DATA (N/A)

THINK
SAFETY



FINANCIAL STATEMENTS



FINANCIAL STATEMENTS

Garney agrees to provide the necessary financial statements upon Notice of Award.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, CO 80127

OWNER:

(Name, legal status and address)

City of Grand Junction
2145 River Road
Grand Junction, CO 81505

SURETY:

(Name, legal status and principal place of business)

The Continental Insurance Company
151 N. Franklin St., Chicago, IL 60606
Mailing Address for Notices

151 N. Franklin St., Chicago, IL 60606

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Mailing Address for Notices

175 Berkeley Street, Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: December 8, 2022

Amount: \$ 4,046,514.00 Four Million Forty Six Thousand Five Hundred Fourteen Dollars and 00/100

Description: Persigo WWTP - Phase 1 Expansion Project; City P.O.: 2023-00000003
(Name and location)

BOND

Date: June 30, 2023

(Not earlier than Construction Contract Date)

Amount: \$ 4,046,514.00 Four Million Forty Six Thousand Five Hundred Fourteen Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Garney Companies, Inc.

Signature:

Name: Josh Heimback
and Title: Director of Operations



SURETY

Company:

The Continental Insurance Company

Signature:

Name: Julia Ortega
and Title: Attorney-in-Fact

(Corporate Seal)



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, LLC
595 Market Street, Suite 2100
San Francisco, CA 94105
(415) 546-9300

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Burns & McDonnell Engineering Company, Inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

Signature: N/A
Name and Title: _____
Address: _____

SURETY

Company: _____
Liberty Mutual Insurance Company

(Corporate Seal)

Signature: 
Name and Title: Julia Ortega, Attorney-in-Fact
Address: _____



**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

____ Wake ____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

____ Julia Ortega ____
Name(s) of principal(s)

Date: 6/30/2023



Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2023.

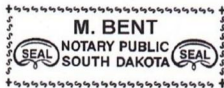


The Continental Insurance Company



Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

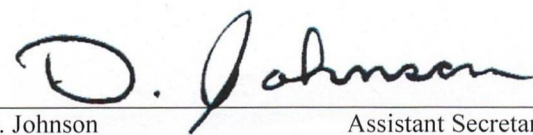

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 30th day of June, 2023.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4-2023

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

____ Wake ____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

____ Julia Ortega ____
Name(s) of principal(s)

Date: 6/30/2023

(Official Seal)




Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210007-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Black; Courtney Chew; Brian Cooper; Julia Ortega; Maria De Los Angeles Reynoso; Susan M. Exline; Susan Hecker; Misty R. Hemje; Brittany Kavan; Thuyduong Le; M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerounian


all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April, 2023.



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

By:


David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

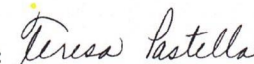
On this 25th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:


Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2023.



By:


Renee C. Llewellyn, Assistant Secretary

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Garney Companies, Inc.
7911 Shaffer Parkway
Littleton, CO 80127
OWNER:
(Name, legal status and address)
City of Grand Junction
2145 River Road
Grand Junction, CO 81505

SURETY:
(Name, legal status and principal place of business)

The Continental Insurance Company
151 N. Franklin St., Chicago, IL 60606
Mailing Address for Notices
151 N. Franklin St., Chicago, IL 60606

SURETY:
(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
Mailing Address for Notices
175 Berkeley Street, Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: December 8, 2022

Amount: \$ 4,046,514.00 Four Million Forty Six Thousand Five Hundred Fourteen Dollars and 00/100

Description: Persigo WWTP - Phase 1 Expansion Project; City P.O.: 2023-00000003
(Name and location)

BOND

Date: June 30, 2023

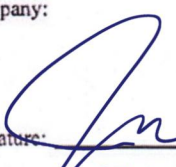
(Not earlier than Construction Contract Date)

Amount: \$ 4,046,514.00 Four Million Forty Six Thousand Five Hundred Fourteen Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL SURETY

Company: (Corporate Seal) Garney Companies, Inc. Company: (Corporate Seal) The Continental Insurance Company

Signature: 
Name: Joel Heimbeck
and Title: Director of Operations

Signature: 
Name: Julia Ortega
and Title: Attorney-in-Fact



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Arthur J. Gallagher Risk Management Services, LLC
595 Market Street, Suite 2100
San Francisco, CA 94105
(415) 546-9300

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
Burns & McDonnell Engineering Company, Inc.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:



(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

Signature: N/A
Name and Title: _____
Address: _____

SURETY

Company: _____ (Corporate Seal)
Liberty Mutual Insurance Company

Signature: [Handwritten Signature]
Name and Title: Julia Ortega, Attorney-in-Fact
Address: _____

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

Wake County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

Julia Ortega
Name(s) of principal(s)

Date: 6/30/2023



[Signature]
Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg, Individually

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2023.

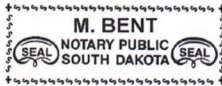


The Continental Insurance Company


Larry Kasten Vice President

State of South Dakota, County of Minnehaha, ss:

On this 9th day of June, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

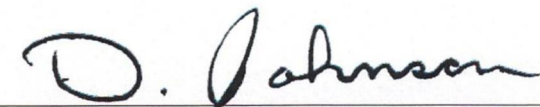

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 30th day of June, 2023.



The Continental Insurance Company


D. Johnson Assistant Secretary

Form F6850-4-2023

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolutions duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

**G.S. § 10B-41 NOTARIAL CERTIFICATE FOR
ACKNOWLEDGMENT**

____ Wake _____ County, North Carolina

I certify that the following person(s) personally appeared before me this day, each
acknowledging to me that he or she signed the foregoing document:

____ Julia Ortega _____
Name(s) of principal(s)

Date: 6/30/2023

(Official Seal)



[Signature]
Official Signature of Notary

Maria De los Angeles Reynoso, Notary Public
Notary's printed or typed name

My commission expires: June 28, 2026

OPTIONAL

This certificate is attached to a _____, signed by _____
Title/Type of Document *Name of Principal Signer(s)*

on _____, and includes _____ pages.
Date *# of pages*



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

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

Certificate No: **8210007-024125**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Virginia L. Black; Courtney Chew; Brian Cooper; Julia Ortega; Maria De Los Angeles Reynoso; Susan M. Exline; Susan Hecker; Misty R. Hemje; Brittany Kavan; Thuyduong Le; M. Moody; Tina K. Nierenberg; Kevin Re; Janet C. Rojo; Maureen O'Connell; Betty L. Tolentino; Robert P. Wrixon; K. Zerounian

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April, 2023.



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

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-1500 E-MAIL ADDRESS: CertRequests@ajg.com FAX (A/C, No): 415-391-1882
INSURED Garney Holding Company/Garney Companies, Inc./ Garney Construction/Garney Pacific, Inc./Garney Federal, Inc, 1700 Swift Street, Suite 200 North Kansas City MO 64116	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Travelers Property Casualty Co of America INSURER C: Berkley Assurance Company INSURER D: INSURER E: INSURER F:

License#: 0D69293
GARNCOM-02**COVERAGES** **CERTIFICATE NUMBER: 1770673499** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2641426942722	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2641426942712	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP6T78484622NF	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WA264D426942732	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C	Inland Marine Professional Liability Pollution Liability	Y Y	Y Y	QT6301L164501TIL22 PCADB50194121022	10/1/2022 10/1/2022	10/1/2023 10/1/2023	Leased/Rented Equip. \$3,000,000 Ea. Claim-Occ/Agg. \$10,000,000 Ea. Claim-Occ/Agg. \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

JOB # 6458
RE: Persigo Wastewater Treatment Plant Expansion Projects - CM/GC
ADDITIONAL INSURED(S): City of Grand Junction, owner and owner's officers and employees.**CERTIFICATE HOLDER**City of Grand Junction
2145 River Road
Grand Junction, CO 81505**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations leasing equipment to you.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule below:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule below.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule below:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D.** For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

SCHEDULE

Designated Location(s):

All locations with a total aggregate for all construction locations of \$20,000,000

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTUAL LIABILITY – RAILROADS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to operations performed for, or affecting, a Scheduled Railroad at a Designated Job Site, the definition of "insured contract" in the **Definitions** section is replaced by the following:

9. "Insured Contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another

party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(1)** above and supervisory, inspection, architectural or engineering activities.

SCHEDULE

Scheduled Railroad:

Any railroad for which you are performing operations and for which no Railroad Protective Liability Policy has been purchased for the railroad by you, or any railroad for which "your work" has been completed or put to its intended use.

Designated Job Site:

All jobsites.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Designation Of Premises (Part Leased To You):

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Name Of Person(s) Or Organization(s) (Additional Insured):

All person(s) or organization(s) leasing premises to you where required by written contract or agreement entered into prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:
1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
 2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

Where required by contract or written agreement, prior to an "occurrence" or offense, to provide additional insured status

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-426942-712
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Regarding Designated Contract or Project:

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, District of Columbia, Georgia, Indiana, Kansas, New Mexico, Oklahoma, South Carolina, Tennessee, Vermont and West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Florida, Iowa, Maryland, Mississippi, and Nebraska, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. **WA264D426942732** Effective Date

Premium \$

Issued to Garney Companies, Inc.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250 per policy

Person or Organization
Where required by contract or
written agreement prior to loss and
allowed by law.

Job Description

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. **WA264D426942732** Effective Date

Premium \$

Issued to Garney Companies, Inc.

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

Affirmation of Automatic Additional Insured Status & Primary/Non-Contributory Applicability under Coverage C and Waiver of Subrogation Endorsement

In consideration of the premium paid, it is understood and agreed that Item 5. of Section IV.O. is deleted in its entirety and replaced with the following:

5. with regard to Coverage C only, any client of the **Named Insured**, or other entity or person, that the **Named Insured** is obligated to name as an additional insured (including those listed in Table A, below) on this Policy pursuant to a written contract, agreement, or permit, executed prior to when the **Pollution Claim** was first made, and solely as respects **Pollution Conditions** resulting from the **Named Insured's** performance of **Contractor Activities**; or

Solely as respects the coverage provided within this Endorsement, Section V.L. shall be deleted in its entirety and replaced with the following:

- L. **First Party Claims** or **Claims** made by any **Insured** against any other **Insured**. However, this Exclusion shall not apply as respects **Claims** made by any entity or person only qualifying as an **Insured** under Paragraph 5. of the Definition of **Insured** in this Policy.

Solely as respects the coverage provided within this Endorsement, Section XI.C. Subrogation shall be deleted in its entirety and replaced with the following:

C. Subrogation

In the event of any payment under this Policy, we shall be subrogated to all of your rights of recovery thereof. You shall execute and deliver all requested instruments and papers in furtherance of such rights to us and do whatever else is reasonably necessary to secure such rights. You shall do nothing to waive or prejudice such rights. We shall have priority in any recovery, and any amounts recovered in excess of our total payment and the cost to us of recovery shall be paid to you. However, we waive our rights of subrogation under this Policy, to the extent such a waiver is required by a written contract with you executed prior to the **Claim**, against any of the following that is not a **Responsible Entity**: your clients, their parents or other affiliates, and your client's designees; and your co-participants in an entity for which your participation is insured under Definition O.4. of this Policy.

For Coverage A only, we will not subrogate against a **Responsible Entity** in excess of its collectible insurance, provided it has maintained **Recoverable Insurance**, regardless of whether or not such **Recoverable Insurance** is exhausted or reduced.

Solely as respects the coverage provided within this Endorsement, Section XI.M. Other Insurance shall be deleted in its entirety and replaced with the following:

M. Other Insurance

This Policy is excess over the Self-Insured Retention and any other valid and collectible liability insurance available to you, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to the Policy number in this Policy's Declarations. When any other insurance has a duty to defend a **Claim**, we will have no duty to defend the **Claim**; if no such other insurance defends the **Claim**, we will have the right but not the duty to defend the **Claim**.

Under Coverage C only, when you are required by written contract, written agreement, or permit, executed prior to when the **Pollution Claim** was first made, to include any person or entity as an additional **Insured**, such coverage will be provided on a primary and non-contributory basis to the extent so required.

Whenever printed in this Endorsement, the boldface type terms shall have the same meanings as indicated in the Policy Form. All other provisions of the Policy remain unchanged.

Insured Garney Holding Company Effective		Policy Number PCADB50194121022	
Date of This Endorsement 10/1/2022		Authorized Representative	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET LOSS PAYEES

This endorsement modifies insurance provided under the IM PAK COVERAGE FORM.

The following is added to Section E – ADDITIONAL COVERAGE CONDITIONS:

Loss Payable Provision

In the event of a Covered Cause of Loss to Covered Property in which both you and a Loss Payee share an insurable interest, we will:

a. Adjust the loss or damage with you; and

b. Pay any claim for loss or damage jointly to you and the Loss Payee as your interests may appear.

This endorsement applies to all Covered Property for which a Loss Payee is on file with us or your insurance agent or insurance broker.

COMMERCIAL INLAND MARINE

their financial interest in the Covered Property.

4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts**1. Pair Or Set**

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS**A. Concealment, Misrepresentation Or Fraud**

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.