



NOTICE OF AWARD

Date: April 12, 2017

Company: Western States Reclamation, Inc.

Project: Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding
IFB-4356-17-DH

You have been awarded the City of Grand Junction IFB-4356-17-DH Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding for a total price of **\$50,966.50**.

Please notify Traci Wieland, City of Grand Junction Parks Supervisor 970-254-3846 for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, Insurance Certificate, and Payment & Performance Bonds.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

DocuSigned by:
Duane Hoff
9E789E7D50E14BC
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Western States Reclamation Inc

By: Colby Reid - Estimator, Western States Reclamation, Inc. - Estimator, Western States Reclamation
DocuSigned by:
Colby Reid
3ED163E9F4A240D...

Title: manager

Date: 4/12/2017 | 10:34 MDT



NOTICE TO PROCEED

Date: April 28, 2017

Contractor: Western States Reclamation, Inc.

Project: Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil and Seeding IFB-4356-17-DH

In accordance with the contract dated April 12, 2017 the Contractor is hereby notified to begin work on the Project on or after August 14, 2017.

The date of final completion as determined is August 31, 2017.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

DocuSigned by:

Duane Hoff

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Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Western States Reclamation, Inc.

By:

DocuSigned by:

Colby Reid - Estimator, Western States Reclamation, Inc.

3ED163EEF4A240D...

Print Name: Colby Reid - Estimator, Western States Reclamation, Inc.

Title: Manager

Date: 4/28/2017 | 13:53 MDT



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 12th day of April, 2017 by and between **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 **Western States Reclamation, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids 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 **Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil and Seeding IFB-4356-17-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 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. Solicitation Documents for the Project; **Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil and Seeding;**
- c. Notice of Award
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed 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 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 **Fifty Thousand Nine Hundred Sixty Six and 50/100 Dollars (\$50,966.50)**. 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 or Mesa County Board of County 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

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

4/12/2017 | 10:53 MDT

Date

Western States Reclamation, Inc.

DocuSigned by:
Colby Reid - Estimator, Western States Reclamation, Inc.
By: _____
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colby Reid - Estimator, Western States Reclamation, Inc.

4/12/2017 | 10:52 MDT

Date



Purchasing Division

ADDENDUM NO. 1

DATE: March 22, 2017
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding IFB-4356-17-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. The quantity of Topsoil Cubic Yardage in the bid documents specifies a 3" depth over the erosion control blanket area. The quantity specified of 120 CY does not correlate with any of the specified blanket quantity coverage areas. Can you please confirm that the topsoil quantity is correct?
 - A. See attached Revised Bid Schedule with corrections. Contractor shall utilize the attached Revised Bid Schedule with their bid submission.

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 white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

**PROJECT: Las Colonias Slough Restoration
Erosion Control Blanket Installation
Bid Tab**

March 17, 2017

Bid Item No.	Description	Quantity	Units	Unit Price	Total Price	Notes / Assumptions
Site Preparation						
1	Mobilization/Demobilization/Bonding/Insurance	1	LS			
2	Trail/Pedestrian signage	1	LS			Install signage on bike path to inform and divert pedestrian traffic
				Sub Total:		
Care of Water						
3	General Staging Area BMPs	1	LS			Covers any aggregate material required for haul roads
4	Care of Water Practices	1	LS			Block flow at inlet structure prior to construction
				Sub Total:		
Erosion Control Blanket, Topsoil, and Seeding						
5	Furnish and Install Erosion Control Blanket Type 1	2,440	SY			Nedia KoirMat 700 or approved equivalent
6	Furnish and Install Erosion Control Blanket Type 2	5,770	SY			Erosion Control Blanket C32 BD or approved equivalent
7	Furnish and Grade Topsoil	120	CY			Assumes 1"-4" thick over erosion control blanket type 1 area. Volume assumes 2/3rds of this area - only install on areas of bank with exposed fine soil
8	Furnish and install riparian native seed mix	30	LB			Broadcast over upper 2/3 rds of bank, concentrate in areas of exposed soil
9	Furnish and install wetland native seed mix	7	LB			Broadcast over lower 1/3 rd of bank, concentrate in areas of exposed soil
				Sub Total:		
TOTAL LUMP SUM BID						



Purchasing Division

ADDENDUM NO. 2

DATE: March 29, 2017
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding IFB-4356-17-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. How long is the warranty period on this project?
 - A. The Contractor warrants to the Owner that all work will be of good quality, free from faults and defects for a 1 year period from the date of acceptance by Owner.

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 yellow horizontal line.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 3/31/17

Project: IFB4356-17-DH "Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding"

Bidding Company: Western States Reclamation, Inc.

Name of Authorized Agent: Colby Reid

Email creid@wsreclamation.com

Telephone (303) 833-1986 Address 3756 Imperial St, Frederick, CO

City Frederick State CO Zip 80516

The undersigned Bidder, in compliance with the Invitation for Bids, 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 Contractor's Bid 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 the Instructions to Bidders, the Specifications, and all other 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.

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

State number of Addenda received: 1, 2.

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

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

Western States Reclamation, Inc.
Company Name – (Typed or Printed)

Colby Reid
Authorized Agent Signature

3756 Imperial St
Address of Offeror

Frederick, Co 80516
City, State, and Zip Code

Colby Reid
Authorized Agent – (Typed or Printed)

(303) 833-1986
Phone Number

creid@wsreclamation.com
E-mail Address of Agent

3/31/17
Date

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>None required</u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

REVISED - Addendum 1
 PROJECT: Las Colonias Slough Restoration
 Erosion Control Blanket Installation
 Bid Tab

March 17, 2017

Bid Item No.	Description	Quantity	Units	Unit Price	Total Price	Notes / Assumptions
Site Preparation						
1	Mobilization/Demobilization/Bonding/Insurance	1	LS	\$4,215 ⁰⁰	\$4,215 ⁰⁰	
2	Trail/Pedestrian signage	1	LS	\$570 ⁰⁰	\$570 ⁰⁰	Install signage on bike path to inform and divert pedestrian traffic
				Sub Total:	\$4,785 ⁰⁰	
Care of Water						
3	General Staging Area BMPs	1	LS	\$2,280 ⁰⁰	\$2,280 ⁰⁰	Covers any aggregate material required for haul roads
4	Care of Water Practices	1	LS	\$7,785 ⁰⁰	\$7,785 ⁰⁰	Block flow at inlet structure prior to construction
				Sub Total:	\$10,065 ⁰⁰	
Erosion Control Blanket, Topsoil, and Seeding						
5	Furnish and Install Erosion Control Blanket Type 1	2,440	SY	\$4.75	\$11,590 ⁰⁰	Nedia KoirMat 700 or approved equivalent
6	Furnish and Install Erosion Control Blanket Type 2	5,770	SY	\$2.75	\$15,867 ⁵⁰	Erosion Control Blanket C32 BD or approved equivalent
7	Furnish and Grade Topsoil	120	CY	\$56 ⁰⁰	\$6,720 ⁰⁰	Assumes 1"-4" thick over erosion control blanket type 1 area. Volume assumes 2/3rds of this area - only install on areas of bank with exposed fine soil
8	Furnish and install riparian native seed mix	30	LB	\$46.50	\$1,365 ⁰⁰	Broadcast over upper 2/3 rds of bank, concentrate in areas of exposed soil
9	Furnish and install wetland native seed mix	7	LB	\$82.00	\$574 ⁰⁰	Broadcast over lower 1/3 rd of bank, concentrate in areas of exposed soil
				Sub Total:	\$36,116 ⁵⁰	
TOTAL LUMP SUM BID					\$50,916 ⁵⁰	

fifty thousand nine hundred sixty six and 50/100

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Western States Reclamation, Inc.
3756 Imperial Street
Frederick, CO 80516

SURETY:

(Name, legal status and principal place of business)

Berkley Insurance Company
475 Steamboat Road
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado
250 North 5th Street
Grand Junction, CO 81501

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


IFB4356-17-DH, Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.


Signed and sealed this 27th day of March 2017



(Witness)

Western States Reclamation, Inc.

(Principal) (Seal)




(Title) Manager



(Witness) Sarah Brown

Berkley Insurance Company

(Surety) (Seal)


(Title) Susan J. Lattarulo, Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Mark H. Sweigart; Donald E. Appleby; Todd David Bengford; Sarah C. Brown; Susan J. Lattarulo; Florietta Acosta; or Lee Anne Meaux of Holmes Murphy & Associates, LLC of Greenwood Village, CO* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20th day of January, 2017.

Attest:

Berkley Insurance Company

(Seal)

By Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

By Jeffrey M. Hafler
Jeffrey M. Hafler
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 20th day of January, 2017, by Ira S. Lederman and Jeffrey M. Hafler who are sworn to me to be the Executive Vice President and Secretary and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 27th day of March, 2017

(Seal)

Vincent P. Forte
Vincent P. Forte


WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

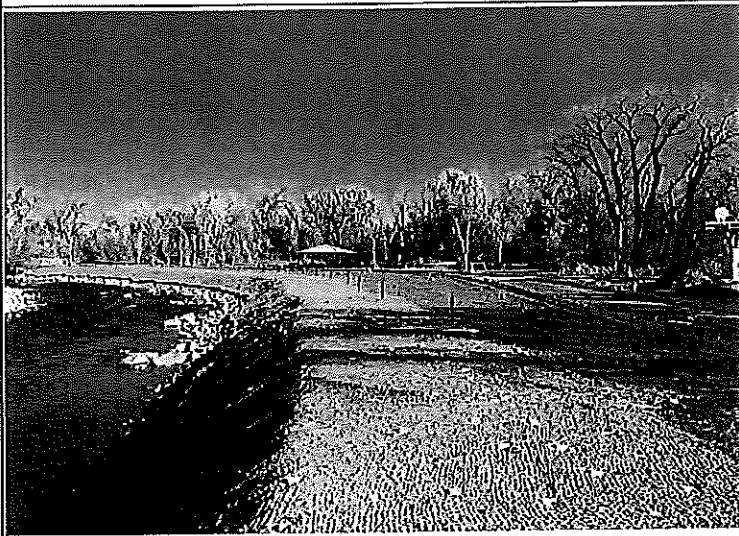
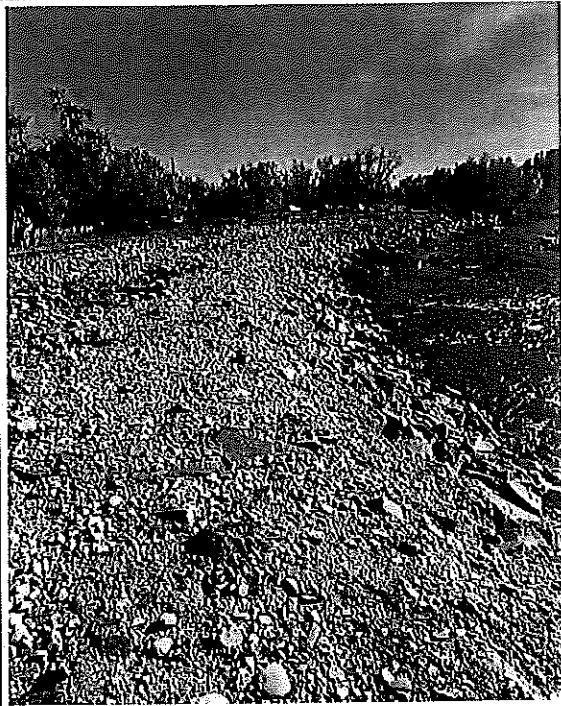
Western States Reclamation, Inc.

Projects Completed in past 5 Years

Year	Type of Work	Employer Name	Contract Amount	Work Location (city, county or state)
2016-2017	Project: Lions Open Space - Streambank Restoration (Riprap placement, structural boulder placement, boulder vane placement, & fish habitat construction); Placement of erosion control blanket on reclaimed streambanks; Upland/Riparian seeding; shrub & tree plantings; willow plantings; Irrigation system installation; concrete bikeway installation	Larimer County - Erich Purcell (970) 498-5733	\$416,659.93	LaPorte, Larimer County, Colorado
2016	Project: Boulder Creek Improvements - Streambank Restoration (Riprap placement); riparian seeding; & Willow Plantings	Town of Erie - Wendi Palmer (909) 926-2875	\$6,021.80	Erie, Boulder County, Colorado
2016 - 2017	Project: Berthoud Reservoir Improvement Project - Muck excavation; re-distribution of over 100,000 CY soil; 1,000 CY of riprap placement; 1,000 CY of grouted riprap placement; de-watering operations; construction of dam embankment; access road installation; & site restoration	Town of Berthoud - Stephanie Brothers (970) 498-	\$1,208,012.90	Berthoud, Weld County, Colorado
2015	Project: Bellvue Water Treatment Plant - Streambank Restoration; riprap installation; boulder and boulder barb placement; erosion control blanket; riparian seeding; willow cuttings, cottonwood cuttings, shrub plantings, tree plantings; fencing installation; irrigation system installation; & Maintenance	City of Greeley - Dan Moore	\$175,864.91	Bellvue, Larimer County, Colorado
2016	Project: Saint Vrain Channel Flood Recovery Design-Build Project - Upland/Riparian Seeding; implementation of soil ammendments; erosion control blanket installation; hydromulching; 10,000 shrubs / trees / willows planted; temporary Irrigation system; & Maintenance	Town of Lyons / Naranjo Civil Constructors - Lyons (Joe Kubala); Naranjo (John Leone) (970) 356-7909	\$190,465.63	Lyons, Boulder County, Colorado
2013	Project: US 36 Offsite Environmental Mitigation - Wetland sod transplanting; Ute Ladies Tresses Orchid (Endangered Species) transplants; Over 25 Acres of seeding; soil conditioning; straw mulching; Installation of over 20,000 wetland plugs / shrubs / willows	CDOT / Rocky Mountain Excavating - Mike Weems (303) 841-0290	\$384,395.00	Boulder, Boulder County, Colorado
2015 - 2016	Project: Goose Creek - Importation of topsoil; seeding and soil conditoning; landscaping; Over 600 tree & shrub plantings; installation of Irrigation system.	Structures, Inc - Kris Wilson (303) 770-7878	\$212,589.91	Boulder, Boulder County, Colorado
2016-2017	Project: Little Dry Creek - Seeding over 30 Acres including ammendments; planting of over 29,000 shrubs / trees / wetland plugs.	Concrete Express, Inc. - Derek Rowland (303) 562-2000	\$1,042,887.75	Westminster, Jefferson County, Colorado
2016	Project: Peaks to Plains Trail - Seeding and hydromulching a little over 1 acre; planting over 11,000 cottonwood poles / willows / trees / shrubs	Concrete Express, Inc. - Derek Rowland (303) 562-2000	\$452,720.90	Golden, Jefferson County, Colorado

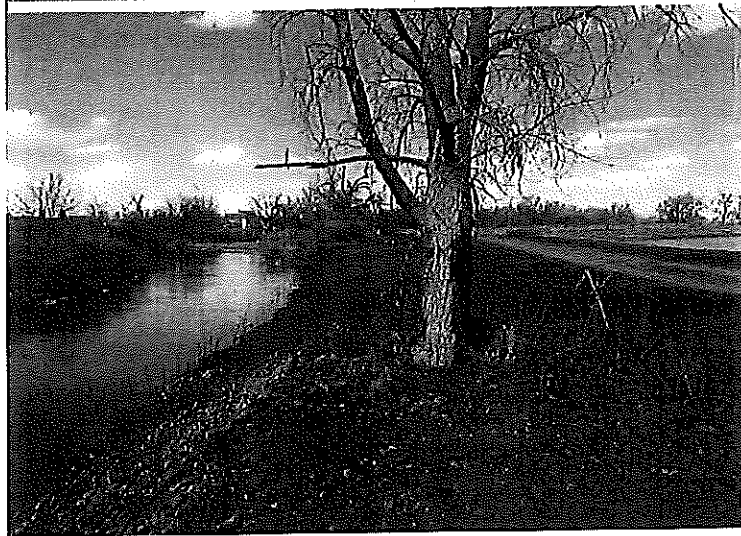
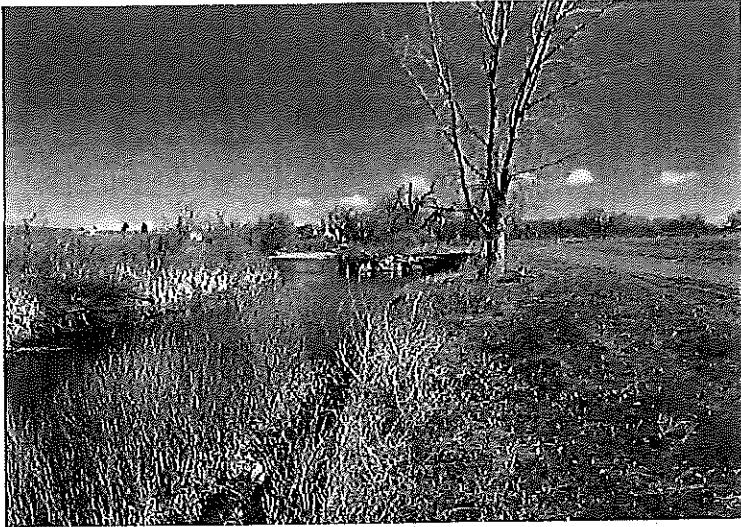
Western States Reclamation, Inc. - Past In-Stream & Restoration Projects

1	Job	Flood Repairs at Lions Open Space
	Contact	Erich Purcell (Larimer County)
	Address	200 West Oak Street, Suite #3000
		Fort Collins, CO 80521
	Phone	970-498-5733
	Date Completed	Ongoing
	Description	In-Stream bank restoration in Poudre River using toe boulders and riprap, placement of boulder vanes for fish habitat, erosion control blanket, upland/riparian seeding, shrub/tree plantings, willow plantings, concrete bikeway installation.
		



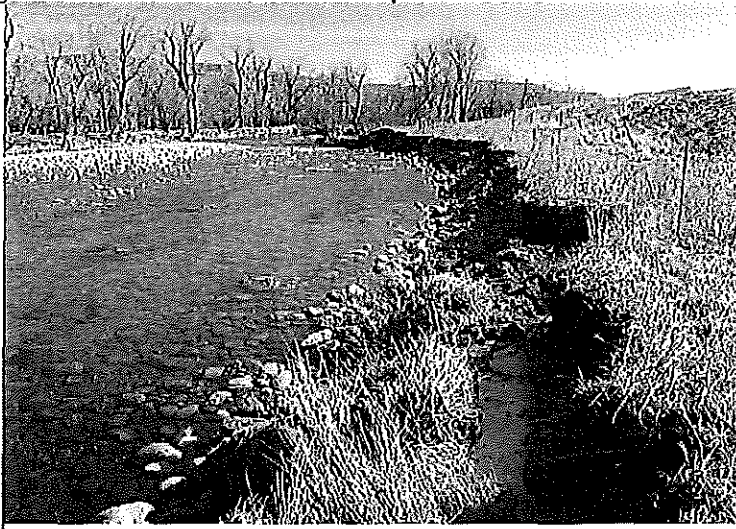
2

Job	Boulder Creek Improvements
Contact	Wendi Palmer (Town of Erie)
Address	645 Holbrook Street
	Erie, CO 80516
Phone	909-926-2875
Date Completed	Apr-16
Description	In-Stream bank restoration in Boulder Creek, riprap channel, & riparian seeding

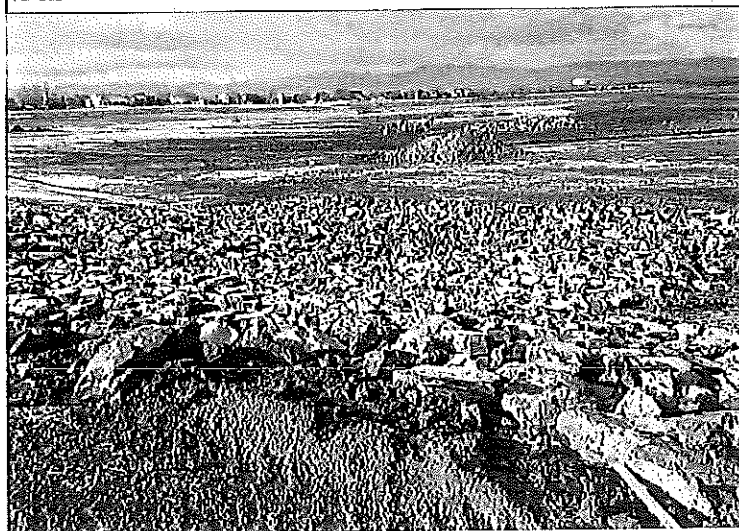
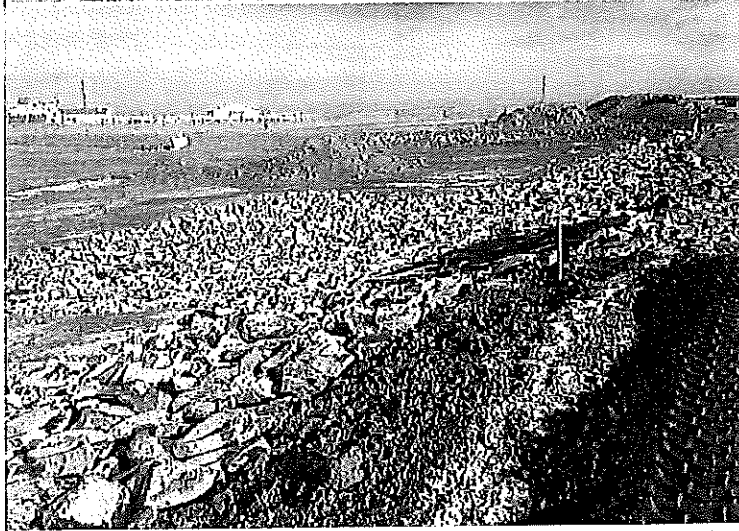


3	Job Bellvue Water Treatment Plant - River Restoration
	Contact Dan Moore (City of Greeley)

	Address	1001 9th Ave. Greeley, CO 80631
	Phone	970-350-9740
	Date Completed	Aug-15
	Description	In Stream bank restoration in the poudre river with boulder / barb placement, riparian/upland seeding, erosion control blanket, willow cuttings, cottonwood cuttings, shrub plantings, fencing, temporary Irrigation, & Maintenance.



4	Job	Berthoud Reservoir Improvement Project
	Contact	Stephanie Brothers (Town of Berthoud)
	Address	328 Massachusetts Ave. Berthoud, CO 80513
	Phone	970-532-2643
	Date Completed	Ongoing
	Description	Muck excavation, re-distribution of 100k + CY soil, 1,000 CY + of rlrprap placement, 1,000 CY + of grouted rlrprap placement, dewatering, & site restoration.



5

Job Saint Vrain Creek Restoration

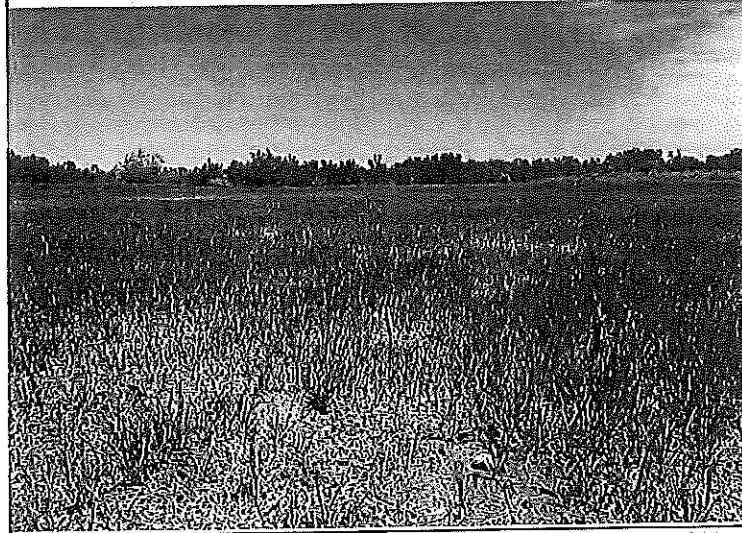
Contact John Leone (Naranjo Civil Constructors)

Address 1863 2nd Ave.

	Greeley, CO 80631
Phone	970-356-7909
Date Completed	Completed September 2016
Description	Upland / Riparian Seeding, Soil Ammendments, Erosion Control Blanket, Hydromulching, 10,000 shrubs/trees/willows, temporary irrigation system, and 2 year maintenance



Job	US 36 Offsite Environmental Mitigation
Contact	Mike Weems (Rocky Mountain Excavating)
Address	1199 Atchison Court, Castle Rock, CO 80109
	Castle Rock, CO 80109
Phone	303-841-0290
Date Completed	Completed Decemeber 2013
Description	Wetland sod transplant, Ute Ladies Tresses Orchid (Endangered) transplants, 25 + AC of upland/riparian seedling, soil conditioning, & mulching. Installation of 20,000 wetland plugs / shrubs / willows. 2 year maintenance period.





Western States Reclamation, Inc.

3756 Imperial Street ♦ Frederick, Colorado 80516 ♦ (303) 833-1986 ♦ Fax (303) 833-4447

Similar Project Narratives

Project – Lions Open Space

WSRI utilized the skilled operating experience of Aaron Brack, Vaughn Cruz, and Tyler Amen in a CAT 320 excavator with a hydraulic thumb to perform all earth moving, bedding placement, riprap placement, and boulder placement on this project. On this project we also utilized a 624K John Deere Loader operated by Mike Harris, Mike Klaussen, Dustin Burchfield, & Dale Seyler. This project was managed by Colby Reid and Tyler Amen in the office, and Dale Seyler in the field.

WSRI excavated and protected approximately 400 lf of bank on the Poudre River near LaPorte, CO. This project involved excavating the bank to grade and establishing a de watering system to start placing boulders. We precisely placed 275 boulders along the toe of the bank for stabilization as well as 6 boulder vanes and 18 ea single boulder placements in the river. Surveyed each boulder as it was being placed, to ensure a precise elevation was met. We then placed a specialized bedding material along the bank followed by approx 1,400 CY of 18" riprap material.

After all bank work was completed, WSRI installed topsoil along the bank which included placement of erosion control matting wrapped up and around the topsoil. This was accompanied by riparian seeding underneath the blanket.

All tasks of the project were performed in house, except for the installation of the concrete bikeway, which was subcontracted out. WSRI completed this project within the allotted project timeline and came in under budget.

Project – Bellvue Water Treatment Plant

WSRI utilized the skilled operating experience of Mike Harris, Clint Snow, Mark Hackelman, & JD McCay to operate a John Deere 290 Excavator with a hydraulic thumb and a John Deere 624 loader. This project was managed by Joe Schneider and Colby Reid in the office and Clint Snow in the field.

WSRI excavated and protected approximately 350 lf of river bank along the Poudre River near Bellvue, CO. WSRI used Koir wrapped soil lifts along the bank for protection. Placed over 1,400 CY of soil filled cobble wrapped in Koir matting along the bank. We also placed five barbs out into the river. These bars consisted of cobble excavation, the placement of 40 CY of 18" riprap, and strategic placement of 60 each 3 foot boulders.

WSRI completed this entire project in house. After the bank work was completed; all areas were seeded, shrubs / trees/ willows / & cottonwood poles; irrigation system installed; and the site was maintained for 2 years after project completion. WSRI completed this project on time and under budget.



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Project – Boulder Creek Improvements

WSRI utilized the skilled operating experience of Mike Harris, Jeb Spivey, Clint Snow, & Dustin Burchfield on this project to operate a John Deere 200 excavator and a John Deere 624 Loader. This project was managed by Colby Reid, Tyler Amen, & Joe Schneider in the office. Clint snow was the field manager.

WSRI excavated and graded out almost 200 lf of river bank along Boulder Creek in Erie, CO. WSRI effectively created a dewatering system to perform all work on the bank while the creek was running higher than normal flow. WSRI accurately graded and compacted the slopes of the banks per the project documents and completed the installation of approximately 400 CY of soil filled 12" riprap.

Upon completed of all grading activities we restored the site to better than original condition, seeded and hydro-mulched the area, as well as installed willow cuttings along the bank. WSRI successfully completed this project on time and came in under budget.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2017

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (Holmes Murphy - Colorado) and CONTACT NAME (Pat Reece). Includes insurer details like Travelers Property Casualty Co. and Travelers Indemnity Company.

COVERAGES CERTIFICATE NUMBER: 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.

Main table listing insurance coverages: COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, Leased & Rented, Installation Ft., and Pollution & Prof.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Las Colonias Park Slough Restoration, Erosion Control Blanket, Topsoil, and Seeding
Project Number: IFB-4356-17-DH

Table with 2 columns: CERTIFICATE HOLDER (City of Grand Junction Colorado) and 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. Includes signature of Craig Merten).