

PUBLIC WORKS DEPARTMENT MEMORANDUM
#23-2020

DATE: July 13, 2020
TO: Honorable Mayor Meredith Leighty and City Council Members
THROUGH: Heather Geyer, City Manager *Hmg*
FROM: Kent Kisselman, PE – Director of Public Works *KHK*
SUBJECT: CR-103 – Lift Station A Replacement Project

PURPOSE

City Council is considering CR-103, a resolution to approve a preconstruction contract for the Lift Station A Replacement project which will utilize the Construction Manager at Risk (CMAR) contract delivery method.

BACKGROUND

The Lift Station A and Force Main Improvements project is being divided into two CMAR contracts due to the complexity of work and the specialty construction required. The Public Works Engineering Division is seeking approval of these contracts, selected through RFP 2019-035, to provide preconstruction services for the Lift Station A and Force Main Replacement Project. This contract will provide for the selected CMAR contractors to collaborate with the design engineer (Providence Infrastructure Consultants, working under a separate contract), to provide a Guaranteed Maximum Price (GMP) for the two parts of this project. The GMP will then be added to each respective contract via a future amendment to fund the construction work.

The Lift Station A and Force Main Replacement project is divided as follows:

- J.R. Filanc Construction Company, Inc. is providing services for the preconstruction work related to the replacement of Lift Station A. The preconstruction cost for this contract is \$34,935.00, as proposed through CR-103.
- BT Construction, Inc. is providing services for the preconstruction work related to the replacement of Force Main A. The preconstruction cost for this contract is \$39,240.00, as proposed through CR-104.

STAFF RECOMMENDATION

Attached to this memorandum is CR-103, a resolution that, if approved, would authorize the Mayor to execute a contract between the City of Northglenn and J.R. Filanc Construction Company, Inc. for the Lift Station A Replacement project in an amount not to exceed \$34,935.00. Staff recommends approval of CR-103.

BUDGET/TIME IMPLICATIONS

As part of the RFP for this project, the selected CMAR contractors provided a non-binding cost opinion based on the 30% design drawings. These costs are shown in the table below. It is important to note that this preliminary number can and will change as the design progresses.

This project will be funded out of the Wastewater Fund through the issuance of Wastewater Revenue Bonds. The following table summarizes how the total project budget may look, based on the 30% non-binding cost opinions.

Lift Station A and Force Main Improvement Project Budget	\$28,000,000.00
Lift Station A Preconstruction Fee – Filanc	(\$34,935.00)
Lift Station A non-binding cost opinion, provided by Filanc	(\$7,082,045.00)
Force Main A Preconstruction Fee - BT Construction	(\$39,240.00)
Force Main A non-binding cost opinion, provided by BT Construction	(\$12,600,759.00)
Estimated Remaining Budget	\$8,243,021.00

Project timeline:

MILESTONE	TARGET DATE
CMAR Agreement(s) Approved	July 2020
60% Design Documents completed	July 2020
95% Design Documents completed	Friday, October 2, 2020
Owner receives Guaranteed Maximum Price Proposal(s)	Friday, November 13, 2020
Owner issues Notice to Proceed for Construction	Thursday, December 31, 2020
Substantial Completion of Construction	April 2022
Final Completion of Construction	May 2022

STAFF REFERENCE

If Council members have any comments or questions they may contact Kent Kisselman, Director of Public Works, at 303.450.4005, kkisselman@northglenn.org.

SPONSORED BY: MAYOR LEIGHTY

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-103
Series of 2020

Series of 2020

A RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF NORTHGLENN AND J.R. FILANC CONSTRUCTION COMPANY, INC. FOR THE LIFT STATION A REPLACEMENT PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Contract between the City of Northglenn and J.R. Filanc Construction Company, Inc., attached hereto, in an amount not to exceed \$34,935.00 for pre-construction services for the Lift Station A Replacement Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this _____ day of _____, 2020.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

CITY OF NORTHGLENN Lift Station A Replacement

Contract Between Owner and Construction Manager - Cost Plus Fee with an Option for a Guaranteed Maximum Price

This CONTRACT ("Contract") is made as of the _____ day of _____ in the year of 20____, by and between the following parties, for services in connection with the Project identified below:

OWNER:

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado
Telephone: (303) 451-8326

CONSTRUCTION MANAGER:

J.R. Filanc Construction Company, Inc.
455 W 115th Ave., Suite 3
Northglenn, CO 80234

PROJECT:

Name: Lift Station A Replacement

Description: This project shall consist of the complete replacement of Lift Station A, including:

- Constructing a 10.5-MGD sanitary sewage lift station, Four submersible pumps located in a dual chamber cast-in-place concrete wet well, Pre-fabricated Electrical and Controls Enclosure housing switch gear, VFDs, and controls, An emergency / backup generator capable of providing full electrical loads, Valve and metering vaults, 8- to 24-inch DIP process and buried site piping and fittings, Surge / Transient mitigation equipment. Exclusions: Force Main A work outside of the lift station parcel and identified in the contract documents as "by others", existing overflow structure to be protected and remain.

In consideration of the mutual covenants and obligations contained herein, Owner and Construction Manager agree as set forth herein.

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ARTICLE 1 SCOPE OF WORK

- 1.1 Construction Manager shall perform all management and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1 The Contract Documents are comprised of the following:
 - 2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Contract issued in accordance with the General Conditions of Contract;
 - 2.1.2 The GMP Proposal, if accepted by Owner.
 - 2.1.3 This Contract, including Exhibit A: CMAR Proposal, Exhibit B: General Conditions of Contract between Owner and Construction Manager (“General Conditions of Contract”) and Exhibit C: City of Northglenn Attachment to Contract to Comply With C.R.S. § 8-17.5-101, et seq.;
 - 2.1.4 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract; and

ARTICLE 3 INTERPRETATION AND INTENT

- 3.1 Construction Manager and Owner, prior to execution of the Contract and again at the time of acceptance of the GMP Proposal by Owner in accordance with Section 6.6.1 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Construction Manager and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Contract or, if applicable, prior to Owner’s acceptance of the GMP Proposal.
- 3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Contract, or if applicable, after Owner’s acceptance of the GMP Proposal, Construction Manager and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.
- 3.3 Terms, words and phrases used in the Contract Documents, including this Contract, shall have the meanings given them in this Contract and in the General Conditions of Contract.
- 3.4 If Owner’s Project Criteria contain design specifications: (a) Construction Manager shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner’s Project Criteria, including any performance

specifications; and (b) Construction Manager shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Construction Manager's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

- 35 The Contract Documents form the entire agreement between Owner and Construction Manager and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

ARTICLE 4 OWNERSHIP OF WORK PRODUCT

- 41 **Work Product.** All drawings, specifications and other documents and electronic data furnished by Construction Manager to Owner under this Contract ("Work Product") are deemed to be instruments of service and Construction Manager shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.
- 42 **Owner's Limited License upon Project Completion and Payment in Full to Construction Manager.** Upon Owner's payment in full for all Work performed under the Contract Documents, Construction Manager transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Construction Manager is at Owner's sole risk and without liability or legal exposure to Construction Manager or anyone working by or through Construction Manager.
- 43 **Owner's Limited License upon Owner's Termination for Convenience or Construction Manager's Election to Terminate.** If Owner terminates this Contract for its convenience as set forth in Article 8 hereof, or if Construction Manager elects to terminate this Contract in accordance with Section 11.4 of the General Conditions of Contract, Construction Manager shall, upon Owner's payment in full of the amounts due Construction Manager under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:
- 4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and
- 4.3.2 Construction Manager agrees to transfer at no cost the right to use any Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.
- 44 **Owner's Limited License upon Construction Manager's Default.** If this Contract is terminated due to Construction Manager's default pursuant to Section 11.2 of the General Conditions of Contract, then Construction Manager grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Construction Manager was not in default, Owner shall be deemed to have terminated the Contract for convenience, and Construction Manager shall be entitled to the rights and remedies set forth in Section 4.3 above.

ARTICLE 5 CONTRACT TIME

- 5.1 **Date of Commencement.** After the Owner has accepted the GMP proposal in Accordance with Section 6.6 and when the Owner is ready for construction of the Project to begin, it shall give a written notice to proceed (“Owner’s Notice to Proceed”) to Construction Manager. The Work shall commence within ten (10) business days after the Owner’s Notice to Proceed is given, unless the parties mutually agree otherwise in writing. The date on which the Work commences shall be referred to as the Date of Commencement. The Construction Manager shall give Owner written notice of the Date of Commencement.
- 5.2 **Substantial Completion and Final Completion.**
- 5.2.1 Substantial Completion of the entire Work shall be achieved no later than 260 calendar days after the Date of Commencement (“Scheduled Substantial Completion Date”). Substantial Completion is the date when all Work is complete pursuant to the definition of Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract.
- 5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved no later than 280 calendar days after the Date of Commencement (“Scheduled Final Completion Date”). Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.6 of the General Conditions of Contract.
- 5.2.3 All of the dates set forth in this Article 5 (collectively the “Contract Time(s)”) shall be subject to adjustment in accordance with the General Conditions of Contract.
- 5.3 **Time is of the Essence.** Owner and Construction Manager mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 **Liquidated Damages.** Construction Manager understands that if Substantial and Final Completion Dates are not attained by the Scheduled Dates, Owner will suffer damages which are difficult to determine and accurately specify. Construction Manager agrees that if Substantial Completion Date is not met, the Construction Manager shall pay Owner five hundred Dollars (\$500.00) as liquidated damages for each day that Substantial Completion extends beyond the completion date. In addition, the Construction Manager agrees that if Final Completion Date is not met, the Construction Manager shall pay Owner five hundred Dollars (\$500.00) as liquidated damages for each day that Final Completion extends beyond the completion date. If both dates are not met simultaneously, the liquidated damages shall be additive.

ARTICLE 6 CONTRACT PRICE

- 61 **Contract Price.** Owner shall pay Construction Manager in accordance with Article 6 of this Contract and Article 6 of the General Conditions of Contract for Pre-Construction Services (Section 6.2 below), the Cost of the Work (Section 6.3 below), and a Construction Manager's Fee (Section 6.4 below). Payment for the Cost of the Work and Construction Manager's Fee will be subject to Owner's acceptance of the GMP established in accordance with Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract. The sum of all of the payments described in this Section 6.1 shall be referred to in this Contract as the "Contract Price."
- 62 **Pre-Construction Services.** Construction Manager's Pre-Construction Services shall include, but are not limited to, design coordination and reviews, coordination with potential subcontractors and equipment suppliers, development of a Guaranteed Maximum Price (GMP), development of a project schedule, development of a schedule of values, and a variety of meetings with the Design Consultant and Owner. Owner shall pay the cost for Pre-Construction Services in accordance with Sections 6.3.2 and 6.3.3; and total reimbursable cost shall not exceed a maximum of thirty four thousand nine hundred thirty five Dollars (\$34,935). Payment for Pre-Construction Services shall terminate on the date the GMP proposal is accepted by the Owner.
- 63 **Cost of the Work.** The term Cost of the Work shall mean costs reasonably and actually incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall be based on the cost included in the GMP established in accordance with Section 6.6 hereof: Costs in the GMP shall include, but are not limited to, the following:
- 6.3.1 Wages of direct employees of Construction Manager performing the Work at the Site or, with Owner's agreement, at locations off the Site. Construction Labor Rates are set forth in Exhibit A of this Contract.
- 6.3.2 Wages or salaries of Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site. Supervisor and Administrative Labor Rates are set forth in the CMAR Proposal (Exhibit A of this Contract).
- 6.3.3 Costs incurred by Construction Manager in association with Sections 6.3.1 and 6.3.2 above shall include costs for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Construction Manager.
- 6.3.4 The reasonable cost of travel to the Project Site, accommodations and meals for Construction Manager's Supervisory or Administrative personnel necessarily and directly incurred in connection with the performance of the Work. Travel costs shall not exceed the per diem allowances and standard mileage rates as established by the United States Internal Revenue Service. Pier Diem rates shall be based on the Denver Metropolitan area being the project location.
- 6.3.5 Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors. No separate mark-up is allowed for Subcontractors. However, the costs for management of the Subcontractors can be paid in accordance with the Labor Rates in Exhibit A.
- 6.3.6 Costs incurred by Construction Manager in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that the defective, damaged or nonconforming Work was caused by matters beyond the reasonable control of Construction Manager. If the costs associated with such Work are

recoverable from insurance or Subcontractors, Construction Manager shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

- 6.3.7 Costs for the procurement, transportation, inspection, testing, and storage and handling, of materials and supplies incorporated or reasonably used in completing the Work.
- 6.3.8 Costs (less salvage value) of materials, supplies, temporary facilities and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.
- 6.3.9 Costs of removal of debris and waste from the Site.
- 6.3.10 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.
- 6.3.11 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work.
- 6.3.12 Premiums for insurance and bonds required by this Contract or the performance of the Work.
- 6.3.13 All fuel and utility costs incurred in the performance of the Work.
- 6.3.14 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.
- 6.3.15 Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.
- 6.3.16 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 6.3.17 Accounting and data processing costs related to the Work.
- 6.3.18 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 64 **Construction Manager's Fee.** In addition to the cost reimbursement due the Construction Manager in accordance with Sections 6.2 and 6.3, Owner shall pay Construction Manager a fixed fee ("Construction Manager's Fee"). The Construction Manager's Fee shall be calculated as follows:
 - 6.4.1 If the Work is conducted pursuant to Section 6.6.1.4.2, the Construction Manager's Fee shall be the percentage and amount as indicated in the CMAR Proposal, Exhibit A. This percentage, as stated in Exhibit A, is 9%. The Construction Manager's Fee shall be paid to Construction Manager as the Work progresses, as a part of each pay application, based on the amount of the Cost of the Work set forth in the pay application.
 - 6.4.2 If Owner accepts the GMP Proposal, pursuant to either Section 6.6.1.3 or 6.6.1.4.1, and if the final total Cost of the Work is lower than the amount of the Cost of the Work used to determine the accepted GMP (see Section 6.6.1.1.1.i), the total Construction Manager's Fee due to the Construction Manager shall be the percentage based on the total Cost of the Work at the end of the project.

If the Owner and Construction Manager mutually agree to modify the scope of the Work after the GMP is accepted and this modification results in a lower total Cost of the Work, the total Construction Manager's Fee shall be based on the lower total Cost of the Work. However, the Construction Manager shall be paid a portion of the savings based on the Shared Savings terms described in Section 6.6.2.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed to be included in determining the Cost of the Work:

- 6.5.1.1 Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.
- 6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.
- 6.5.1.3 The cost of Construction Manager's capital used in the performance of the Work.
- 6.5.1.4 Costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.
- 6.5.1.5 Any work not specifically shown or described in the Construction Documents.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 Established after Execution of this Contract.

6.6.1.1 **GMP Proposal.** Construction Manager shall submit a GMP Proposal to Owner during the period that pre-construction services are being completed which shall include the following, unless the parties mutually agree otherwise:

6.6.1.1.1 The GMP shall be the sum of:

- i. The Cost of the Work as defined in Section 6.3 hereof;
- i. Construction Manager's Fee as defined in Section 6.4 hereof; and
- ii. Construction Manager's Contingency as defined in Section 6.6.1.1.4.

6.6.1.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria and Preliminary Construction Documents, which are set forth in detail and are attached to the GMP Proposal;

6.6.1.1.3 A list of the assumptions and clarifications made by Construction Manager in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;

6.6.1.1.4 The Construction Managers Contingency shall be the contingency percentage and amount determined by the Construction Manager to be adequate to cover potential increases in the Cost of Work during the performance of the construction. This contingency percentage will be negotiated and included with the GMP amendment.

- 6.6.1.1.5 The Scheduled Substantial Completion Date established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;
- 6.6.1.1.6 A schedule of values for all equipment to be used and work to be performed at the Site;
- 6.6.1.1.7 Quotes from major equipment suppliers;
- 6.6.1.1.8 Proposals from all major subcontractors;
- 6.6.1.1.9 If applicable, a statement of additional services which may be performed but which are not included in the GMP and which, if performed with the written consent of the Owner, shall be the basis for an increase in the GMP and/or Contract Time(s); and
- 6.6.1.1.10 The GMP Proposal must be accepted within 30 calendar days after the GMP Proposal is provided to Owner (“GMP Proposal Deadline”).
- 6.6.1.2 **Review and Adjustment to GMP Proposal.** Promptly after submission of the GMP Proposal, Construction Manager and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Construction Manager of such comments or findings. If appropriate, Construction Manager shall, upon receipt of Owner’s notice, make appropriate adjustments to the GMP Proposal.
- 6.6.1.3 **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Construction Manager, in writing on or before the GMP Proposal Deadline, the GMP and its basis shall be set forth in an amendment to this Contract.
- 6.6.1.4 **Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal, or fails to notify Construction Manager in writing on or before the GMP Proposal Deadline that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Construction Manager shall meet and confer as to how the Project will proceed, with Owner having the following options:
 - 6.6.1.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Construction Manager, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.1.3 above;
 - 6.6.1.4.2 Owner may authorize Construction Manager to continue to proceed with the Work on the basis of reimbursement as provided in Sections 6.3 and 6.4 hereof without a GMP, in which case all references in this Contract to the GMP shall not be applicable; or
 - 6.6.1.4.3 Owner may terminate this Contract for convenience in accordance with Article 8 hereof; provided, however, in this event, Construction Manager shall be entitled to the payment provided for in Section 8.1 hereof.

If Owner fails to exercise any of the above options on or before the GMP Proposal Deadline, Construction Manager shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.1.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Construction Manager shall be entitled to the payment provided for in Section 8.1 hereof.

6.6.2 Savings.

- 6.6.2.1 If the sum of the actual Cost of the Work and Construction Manager's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows: Twenty Five percent (25%) to Construction Manager and Seventy Five percent (75%) to Owner.
- 6.6.2.2 Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Construction Manager incurs costs after Final Completion which would have been payable to Construction Manager as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Construction Manager shall be paid by Owner accordingly.

ARTICLE 7 PROCEDURE FOR PAYMENT

7.1 Progress Payments.

- 7.1.1 Construction Manager shall submit to Owner by the first business day of each calendar month, beginning with the first month after the Date of Commencement, Construction Manager's application for payment in accordance with Article 6 of the General Conditions of Contract ("Application for Payment"). The Application for Payment shall be for the portion of the Work completed in the preceding calendar month.
- 7.1.2 Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- 7.1.3 The amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

7.2 Retainage on Progress Payments.

- 7.2.1 Owner will retain five percent (5%) of each Application for Payment. Except as otherwise provided in Sections 7.2.2 and 7.3 below, the withheld amounts shall be retained by Owner until the Work is completed satisfactorily and finally accepted by Owner. Contractor may make written request of the Owner for early payment of the withheld percentage, and, if Owner finds satisfactory and substantial reasons exist for the early payment, Owner may agree to full or partial release of the withheld percentage.
- 7.2.2 If Owner finds that satisfactory progress is being made in any phase of the Work, it may, upon written request by Construction Manager, authorize final payment from the withheld amounts to the Construction Manager or its Subcontractors who have completed their work in a manner finally acceptable to Owner. Before the payment is made, Owner shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the Work.

- 7.3 **Final Payment.** Construction Manager shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract, together with the information required by Section 6.7.2 of the General Conditions of Contract. Upon receipt of the Final Application for Payment and the information required by Section 6.7.2, and if Owner is satisfied that Construction Manager has achieved Final Completion of the Project and the Work, Owner shall publish a notice of final settlement as required by C.R.S. § 38-26-107. Owner shall thereafter make a final settlement and payment on Construction Manager's properly submitted and accurate Final Application for Payment promptly after the expiration of the ten day notice period set forth in C.R.S. § 38-26-107; provided, however, that if any claims are filed pursuant to this statute, Owner shall withhold funds from any amounts due to Construction Manager and pay such withheld amounts in the manner provided by C.R.S. § 38-26-107, et seq.
- 7.4 **Record Keeping and Finance Controls.** Construction Manager acknowledges that this Contract is to be administered on an "open book" arrangement relative to Costs of the Work. Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. The Construction Manager shall submit with the Application for Progress Payment all documentation required to support the Cost of Work represented in the application. During the performance of the Work and for a period of three (3) years after Final Payment, Owner's agents, representatives and accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Construction Manager's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Construction Manager shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Construction Manager's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Construction Manager as part of this Contract are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Contract, with the composition of such multiplier or markup not being subject to audit.

ARTICLE 8 TERMINATION FOR CONVENIENCE

- 8.1 Upon ten (10) days' written notice to Construction Manager, Owner may, for its convenience and without cause, elect to terminate this Contract. In such event, Owner shall pay Construction Manager for the following:
- 8.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;
 - 8.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and
 - 8.1.3 A proportional amount of the Construction Manager's Fee in accordance with the Cost of Work completed as of the termination date.
- 8.2 If Owner terminates this Contract pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof.

ARTICLE 9 REPRESENTATIVES OF THE PARTIES

9.1 Owner's Representatives.

9.1.1 Owner designates Kent Kisselman, PE, as its Senior Representative ("Owner Senior Representative"), to exercise the Owner's authority and responsibility for avoiding and resolving disputes under Section 10 of the General Conditions of Contract and Mike Roman, PE, as its representative ("Owner Representative") to exercise the Owner's authority and responsibility under Section 3.4 of the General Conditions of Contract. Their contact information is as follows:

Kent Kisselman, PE, Public Works Director
12301 Claude Court
Northglenn, CO 80241
Telephone: 303-450-4005
Email: kkisselman@northglenn.org

Mike Roman, PE, Civil Engineer
2350 W 112th Avenue
Northglenn, CO 80234
Telephone: 303-450-4079
Email: mroman@northglenn.org

9.2 Construction Manager's Representatives.

9.2.1 Construction Manager designates the individual listed below as its Senior Representative ("Construction Manager's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10 of the General Conditions of Contract:

David Kiess, Vice President
740 N. Andreasen Dr.
Escondido, CA 92029
Telephone: 760-941-7130
Email: dkiess@filanc.com

Construction Manager designates the individual listed below as its Construction Manager's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract:

David Campbell, Project Manager
455 W. 115th Ave., Suite 3
Northglenn, CO 80234
Telephone: 720-525-6824
Email: dcampbell@filanc.com

ARTICLE 10 BONDS AND INSURANCE

- 10.1 Insurance. Construction Manager shall procure insurance in accordance with the requirements hereto and in accordance with Article 5 of the General Conditions of Contract.
- 10.1.1 The Construction Manager agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Construction Manager pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Construction Manager 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, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 10.1.2 Construction Manager shall procure and maintain, and shall cause all Subcontractors and Sub-Subcontractors to procure and maintain insurance coverage listed in subparagraphs (a)-(c) below. Such coverage shall be procured and maintained with firms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Construction Manager 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 General Conditions of Contract.
- a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract.
 - b) General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) per job aggregate. The policy shall be applicable to all premises and 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 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 with respect to each of Construction Manager'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.
- 10.1.3 The policies required by paragraph (b) above and by paragraph (c) above shall be endorsed to include the Owner and the Owner's officers, directors and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, directors or employees shall be excess and not contributory insurance to that provided by Construction Manager. No additional insured endorsement to the policy required by paragraph (b) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Construction Manager shall be solely responsible for any deductible losses under any policy required above.

- 10.1.4 Construction Manager shall be responsible for purchasing and maintaining Builder's Risk Insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named, the Owner, the Construction Manager, the Subcontractors and their Subcontractors and shall insure against the loss from the perils of fire and all risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, defective design, negligent workmanship or defective materials. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.
- 10.1.5 Prior to the Date of Commencement set forth in Section 5.1, Construction Manager shall provide three (3) copies of certificates of insurance, issued by the insurance companies who are providing the insurance or their authorized agents, to Owner as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificates shall identify this Contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Owner. These certificates shall also be provided for the insurance required to be carried by all Subcontractors and Sub-Subcontractors before they start to perform any work on the Project.
- 10.1.6 Failure on the part of the Construction Manager to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Contract upon which the Owner may immediately terminate this Contract or, at its discretion, the Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all moneys so paid by the Owner shall be repaid by the Construction Manager or deducted from moneys due to Construction Manager.
- 10.1.7 The Owner reserves the right to request and receive, at any time(s), a certified copy of any policy and any endorsement thereto.
- 10.1.8 The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as from time to time amended, or otherwise available to the Owner and its officers, directors and employees.
- 10.1.9 Depending on the nature and scope of the service to be provided under this Contract, additional insurance requirements may be specified by the Owner.
- 10.1.10 The Construction Manager shall not commence work under this Contract until it has obtained all insurance required by this Contract, and the several provisions hereof, nor shall the Construction Manager allow any Subcontractor or Sub-Subcontractor to commence work on the Project until all similar insurance required by the Subcontractor or Sub-Subcontractor has been so obtained and approved.
- 102 **Bonds and Other Performance Security.** Construction Manager shall provide the following performance bond and labor and material payment bond or other performance security:
- Prior to the Date of Commencement set forth in Section 5.1, Construction Manager shall furnish a Performance Bond and a Payment Bond, each in an amount at equal to the Contract Price as security for the faithful performance and payment of all of Construction Manager's obligations under the Contract Documents. These Bonds shall remain in effect for the duration of the Warranty Period.

Construction Manager shall also furnish other Bonds that may be required by the General Conditions of Contract. All Bonds shall be in the substance and form prescribed by the Contract Documents, shall comply with the requirements of C.R.S. §§ 38-26-105 and 106 and other applicable Colorado law, and shall 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, US Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the Authority to Act. If the Surety on any Bond furnished by the Construction Manager is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, the Construction Manager shall, within five (5) days thereafter, substitute another bond and Surety, both of which shall be acceptable to the Owner.

ARTICLE 11 OTHER PROVISIONS

- 1 .1 The General Conditions of Contract are attached to this Contract as Exhibit B and are incorporated herein by reference. The parties intend that the General Conditions of Contract be interpreted as being consistent with and complementary to the provisions of this Contract. However, if there is an irreconcilable inconsistency between any provision of this Contract and of the General Conditions of Contract, the General Conditions of Contract shall control.
- 1 .2 Pursuant to C.R.S. § 24-91-103.6, Owner represents that the amount of money appropriated by it for the Project is equal to or in excess of the Contract Price.
- 1 .3 The effective date of this Contract is the last date on which it is signed by the Owner and Construction Manager.
- 1 .4 If any Legal Requirements require that certain terms and provisions be included in this Contract, or requires that certain actions be taken with respect to this Contract, such terms, conditions and requirements shall be deemed to be included herein whether or not they are expressly set forth in this Contract or the other Contract Documents.
- 1 .5 In order to comply with the provisions of C.R.S. § 8-17.5-101 et seq., Contractor shall execute and deliver the certification attached hereto as Exhibit C at the time that it executes this Contract.

In executing this Contract, Owner and Construction Manager each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate or other approvals to execute this Contract, and perform the services described herein.

CITY OF NORTHGLENN, COLORADO

By: _____

Name: Meredith Leighty

Title: Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffman, City Attorney

CONSTRUCTION MANAGER - J.R. Filanc Construction
Company, Inc.

By: *[Signature]*

Name: DAVID J. KIESS

Title: VICE PRESIDENT

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____

by _____, as _____

of _____.

My commission expires: _____.

Witness my hand and official seal.

Notary Public

Please see attached

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 San Diego)

On June 17, 2020 before me, Julia Candace Masaitis, Notary Public
(insert name and title of the officer)

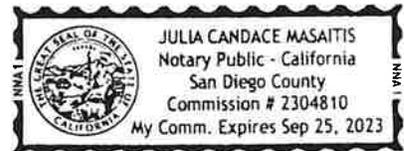
personally appeared David J. Kiess,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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

Julia Candace Masaitis



**CITY OF NORTHGLENN
Lift Station A Replacement**

EXHIBIT A

Construction Manager at Risk Proposal



Construction Manager at-Risk
Services for the

City of Northglenn

Lift Station A Project

RFP NO.: 2019-035

March 13, 2020

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233

Subject: **Lift Station A Project (RFP Number: 2019-035)**

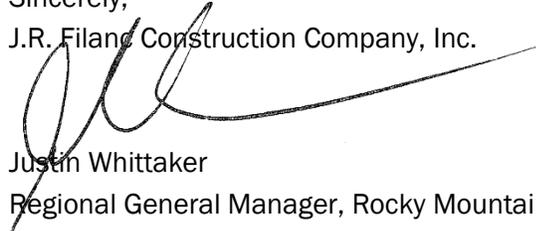
J.R. Filanc Construction Company, Inc. (Filanc) is pleased to submit our proposal to the City of Northglenn for the Lift Station A Project. Filanc is an award-winning, general engineering, CMAR and design-build contractor that constructs, renovates, and expands water and wastewater systems throughout the Western United States. In the 67 years since our founding we have completed thousands of projects for public, private, and federal clients. Our projects range from pipelines to \$100+ million dollar facility construction and expansion.

Key Proposal Highlights and Differentiators

- Filanc's Rocky Mountain Regional office has been located in Northglenn, Colorado for the past 4 years. Shortly after completing a project at the Northglenn Water Plant we decided to move our offices into the City and are proud to be a Northglenn business. We have held a Northglenn General Contractor C License (19NGN-C-1722) since 2012.
- Filanc's Colorado office has completed 15 pre-construction phases with 21 GMP's in the last 5 years.
- If we are selected for both projects there would be a significant savings to the City of both time and money. Fewer meetings, less paperwork, one pre-construction contract cost, and one construction general conditions cost.

We appreciate the opportunity to submit our proposal for your consideration and are confident you will find that Filanc is the ideal company to complete this project. If you wish to discuss any aspect of this submittal, please contact Justin Whittaker at (303) 513-2559 or jwhittaker@filanc.com.

Sincerely,
J.R. Filanc Construction Company, Inc.



Justin Whittaker
Regional General Manager, Rocky Mountain Region



PROPOSAL NO 2019-035

ISSUE DATE 1/31/2020

**REQUEST FOR PROPOSAL (RFP)
COVER SHEET**

PROPOSAL TITLE: Lift Station A and Force Main Replacement

SUBMISSION DEADLINE: 10:00AM on 2/28/20

SUBMIT PROPOSAL TO: City Clerk's Office
11701 Community Center Dr
Northglenn CO 80233

CONTACT: Mike Roman, PE

EMAIL: mroman@northglenn.org

PHONE: 303-450-4079

**MANDATORY
PREBID CONFERENCE:** See attached schedule

DATE & TIME: See attached schedule at

LOCATION: See attached schedule

The undersigned hereby affirms that (1) he/she is a duly authorized agent of the vendor, (2) he/she has read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that he/she is familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in his/her offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company J.R. Filanc Construction Company, Inc. Fax Number (303) 376-6338

Address 455 W. 115th Avenue, Suite 3 City, State Zip Northglenn, CO 80234

Contact Person Justin Whittaker Title Regional General Manager

Email jwhittaker@filanc.com Phone (303) 376-6337

Signature 

Print name David J. Kiess, Vice President CR-103 - Page 24 of 135

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CRITERIA 1:
PRE-CONSTRUCTION
PHASE SERVICES

Criteria 1 – Pre-Construction Phase Services

Construction Management and Execution Plan

Our approach as Construction Manager at-Risk (CMAR) will be to consider ourselves as an extension of the City of Northglenn (City) staff, taking full responsibility for the success of the project, providing solutions and recommendations to improve the process.

Our Preconstruction team, led by David Campbell, will be fully engaged in the design and GMP development phase of the project working closely with the City, and Providence Infrastructure Consultants (Providence).

The complexity of constructability on this project will require an aggressive collaboration approach by the entire Team to best identify risks, limitations, cost, flexibility, and more.

We fully expect to be in frequent communication with the City and Providence to exchange ideas, identify critical constructability concerns, support investigations into potential solutions and provide real-time feedback. Informal meetings and “over the shoulder” design reviews and brainstorming sessions are important tools that we will employ. Our goal will be to avoid the iterative and compartmentalized “design-review-comment-redesign” process that often results in delays and miscommunication.

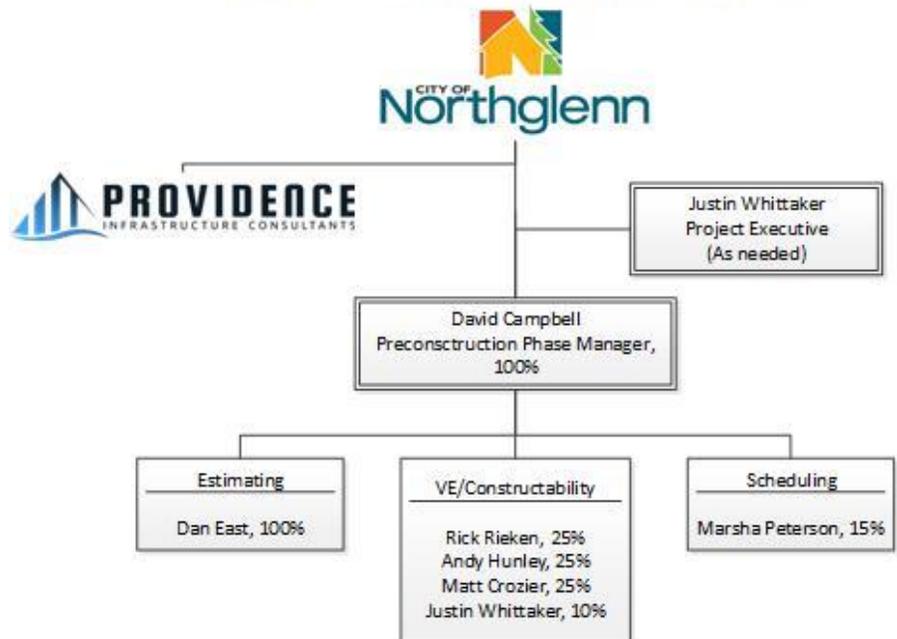
Filanc’s Colorado office has successfully performed preconstruction services on 15 projects in the last 5 years. These 15 projects had a combined 21 GMP’s.

Typically, 75% of our projects in Colorado are CMAR or Design-Build. Of our 7 current projects 5 are CMAR. \$38M is the total current project value and \$30M of that are the CMAR projects. We understand how important it is to engage the right team members at the right time, have a collaborative and transparent team culture, strategically phase work, and utilize innovation. Our proposed team members have experience working together on current and past projects to achieve your goals.

Preconstruction Phase Organizational Chart

An overall project organization chart can be found with the Team resumes later in this proposal.

Figure 1-1 Preconstruction Organization Chart



PERCENTS REPRESENT A AVAILABILITY FOR THE PROJECT

Preconstruction Services

Our Preconstruction team will be fully engaged in the design and GMP development phase of the project working closely with the City and Providence.

Having budgeted and successfully completed 15 preconstruction contracts in the last 5 years we understand who and what needs to be involved for a successful preconstruction phase of a project.

We feel the following meeting structure would benefit the project:

- Project Kickoff and 60% design review meeting (4 hours)
- 3 Progress Meetings (2 hours each)
- 2 VE Meetings (2 hours each)
- 60% cost model review workshop (4 hours)
- 80% cost model review for bond sale (2 hours)
- 95% design review meeting (2 hours)
- Vendor Selection Workshop (2 hours)
- 95% GMP review workshop (4 hours)
- Contingency and Risk workshop (4 hours)

In addition to the proposed meetings the following are services and deliverables we will provide during preconstruction:

- Personnel Plan
- Procurement Management Plan
- Risk Matrix
- Project Baseline Schedule
- Value Engineering (VE) Log
- Permitting Plan
- Startup and Tie-In Plan
- Public Relations Plan
- 60% and 95% Design Reviews
- VE Cost Development
- 60% Cost Model
- Cost Model Updates from Changes
- Assistance with potholing
- Site visits
- 80% cost model for bond sale support
- 95% GMP
- Subcontractor and Supplier Soliciting
- Prebid meeting(s) and site visit(s) with vendors.

- Schedule Updates

If there are additional meetings and services, the City thinks we should add we would be happy to discuss. Our preconstruction phase budget should not be exceeded unless additional services are added, or the preconstruction phase is extended beyond September 4, 2020 as shown in Addendum 1 of the RFP. We are confident our budget is accurate and appropriate for this project.

Critical Pre-Construction Issues

Having the most accurate pricing for the bond sale process is a critical issue. If the bond sale process begins July 3rd, 2020 and we don't have an approved GMP until after September 4, 2020 that means the bond sale will be based on the cost model budget and not firm pricing. We will engage with the key subcontractors and suppliers at the onset of preconstruction to get their support for accurate pricing prior to the 95% design and GMP. We will look to mature the 60% cost model to an 80% cost model prior to the starting of the bond sale process. A combination of pricing from these trusted and experienced subcontractors and suppliers with a well thought out risk matrix and contingency plan will allow us to determine an estimated project GMP with a high level of accuracy at the 80% level.

Another critical issue is the duration of the bond sale. If the bond sale takes longer than the anticipated 90 days, cost of construction could rise. Typically, vendor quotes expire 30-45 days after we receive them. In some cases, material prices are not held beyond 7 days due to the possibility of tariffs and other factors. If the bond sale process takes longer than 90 days some of the vendor quotes may expire requiring us to re-bid that scope of work or negotiate extensions. All of this could be at an additional cost. Where possible we will

require vendors to hold their pricing for 60 days to mitigate some of this risk.

Reviewing Design and Construction Documents

Some of the tools we will utilize to help facilitate meaningful discussions about cost, schedule, and quality during design are a risk matrix, value engineering log, critical path schedule, and a procurement management plan.

Key team members that are involved in the construction phase of this project will also be involved in constructability reviews of the design documents. David Campbell, Rick Rieken, Andy Hunley, Matt Crozier, and Justin Whittaker will all review design and construction documents for constructability, potential risks, schedule feasibility, and value engineering ideas.

In performing value engineering (VE) and constructability reviews, we go to great measures reviewing the existing conditions, extended work schedules, area access, plans and specifications, and more. Our goal is to mitigate to the extent possible, the likelihood of future RFIs and change orders to optimize your investment and limit schedule impacts.

Upon completion of design reviews, a complete list of VE and constructability ideas and solutions will be presented to the City and Providence. As a team, we can all review these ideas and solutions and determine if any would be beneficial to the project.

As construction begins, we find that opportunity for additional VE will continue to present itself. The VE log developed during preconstruction will continue to be populated and discussed as construction progresses. Our team will share every opportunity we feel provides value to the project.

Our proposed team has over 100 years of combined experience building water and

wastewater projects. We take pride in knowing that our input is valued and that using our experience can help lower risk for the City. When a project is of the highest quality with no errors and omissions and truly best value, everybody wins. We want to be on a winning team, and we understand our role on that team.

Along with our own internal reviews and discussions, our subcontractor and supplier partners will also provide their reviews, comments, and ideas. This all-inclusive effort will provide the City with the most assurance the quality is high, errors and omissions are mitigated, and the project is truly best value.

Bid/Proposal Package Strategy

At the start of preconstruction, we will create a Procurement Management Plan that outlines how we intend to procure subcontractors and suppliers for the project. This plan will be a living document updated as design progresses and goals are identified. As part of the plan we will collaborate with the project team to determine the best approach to soliciting bids.

Initially Filanc will compile a list of subcontractors and suppliers to invite to bid and furnish to the City for review. At this point the City can add any additional vendors or comment on why we should remove any vendor listed. If there is added value to the project, we would also publicly advertise a request for bids in local newspapers and/or trade publications.

Typically, at the 60% design level we engage the subcontractor and supplier community for pricing based on what is shown in the documents. This will provide the most accurate cost so the team can evaluate the need for additional VE. This process will take 3-4 weeks to complete in order to get the most involvement from subs and suppliers.

We will create an 80% cost model with the sub and supplier quotes to provide the City with an accurate cost model to use for the bond sale process.

When we receive the 95% design documents, we will advertise a formal request for bids from subcontractors and suppliers. This process will take 3-4 weeks. Once we receive the bid's we will look to have a vendor selection workshop with the City and Providence. Filanc will organize and tabulate the bid results for each scope of work for review during the workshop. Once vendor selections are made, we will update the 95% estimate with those selections, and this will now become the GMP estimate.

Interfacing with the Engineer

Our Preconstruction team, led by David Campbell, will be fully engaged in the design and GMP development phase of the project working closely with the City, and Providence Infrastructure Consultants (Providence). The general framework for CMAR collaboration includes:

- Kick off the project
- Progress meetings
- Design review meetings
- Cost model and schedule reviews
- VE workshops
- Vendor selection workshop
- Contingency and risk workshop

Our approach to establishing a collaborative relationship goes well beyond this framework. The complexity of constructability on this project will require an aggressive collaboration approach by the entire Team to best identify risks, limitations, cost, flexibility, and more.

We fully expect to be in frequent communication with the City and Providence to exchange ideas, identify critical constructability concerns, support investigations into potential solutions and

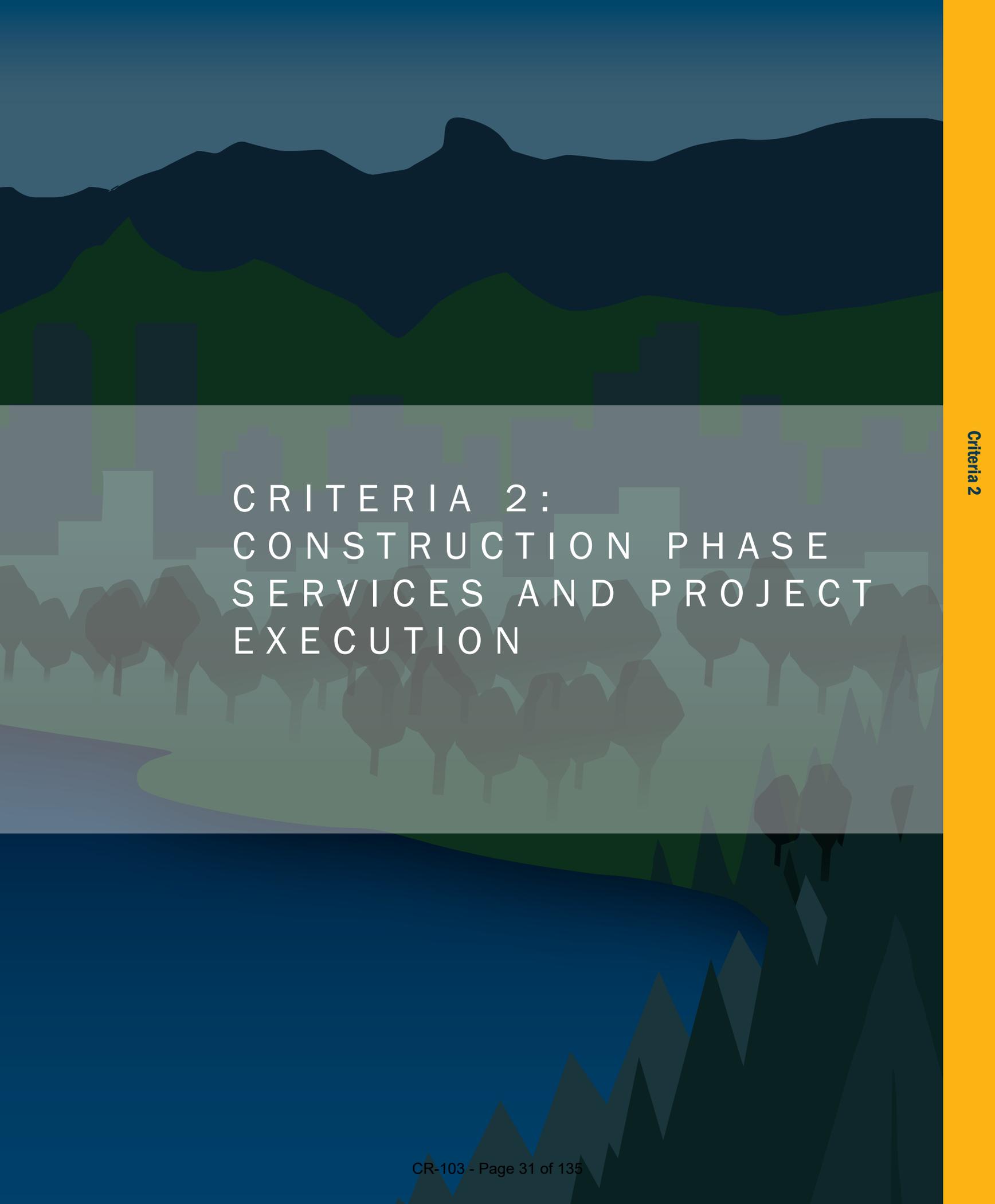
provide real-time feedback. Informal meetings and “over the shoulder” design reviews and brainstorming sessions are important tools that we will employ. Our goal will be to avoid the iterative and compartmentalized “design-review-comment-redesign” process that often results in delays and miscommunication.

Review Responsibility

As stated above we go to great measures reviewing the existing conditions, extended work schedules, area access, plans and specifications, and more. Our goal is to mitigate to the extent possible, the likelihood of future RFIs and change orders to optimize your investment and limit schedule impacts. Our proposed team has over 100 years of combined experience building water and wastewater projects. We take pride in knowing that our input is valued and that using our experience can help lower risk for the City. When a project is of the highest quality with no errors and omissions and truly best value, everybody wins. We want to be on a winning team, and we understand our role on that team.

Upon completion of design reviews, a complete list of VE and constructability ideas and solutions will be presented to the City and Providence. As a team, we can all review these ideas and solutions and determine if any would be beneficial to the project.

Along with our own internal reviews and discussions, our subcontractor and supplier partners will also provide their reviews, comments, and ideas.

The background features a stylized landscape with dark blue mountains at the top, green hills in the middle, a row of dark trees in the foreground, and a blue body of water at the bottom. A semi-transparent grey rectangle is centered over the middle section, containing the title text.

CRITERIA 2: CONSTRUCTION PHASE SERVICES AND PROJECT EXECUTION

Criteria 2 – Construction Phase Services and Project Execution

Construction Management and Execution Plan

Our approach as the CMAR will be to consider ourselves as an extension of the City of Northglenn (City) staff, taking full responsibility for the success of the project, providing solutions and recommendations to improve the process.

Our construction phase team led by David Campbell, will work tirelessly to construct the project safely per plan and spec and within budget and schedule.

The complexity of constructability on this project will require an aggressive management approach by the entire Team to best manage risks, cost, schedule, and safety.

We will be in frequent communication throughout each week with the City and Providence for planning, scheduling, constructability concerns, costs, safety, and more.

We will provide submittal logs, RFI logs, contingency logs, daily reports, 3-week look ahead schedules, critical path schedule updates, work plans, cost updates, and more.

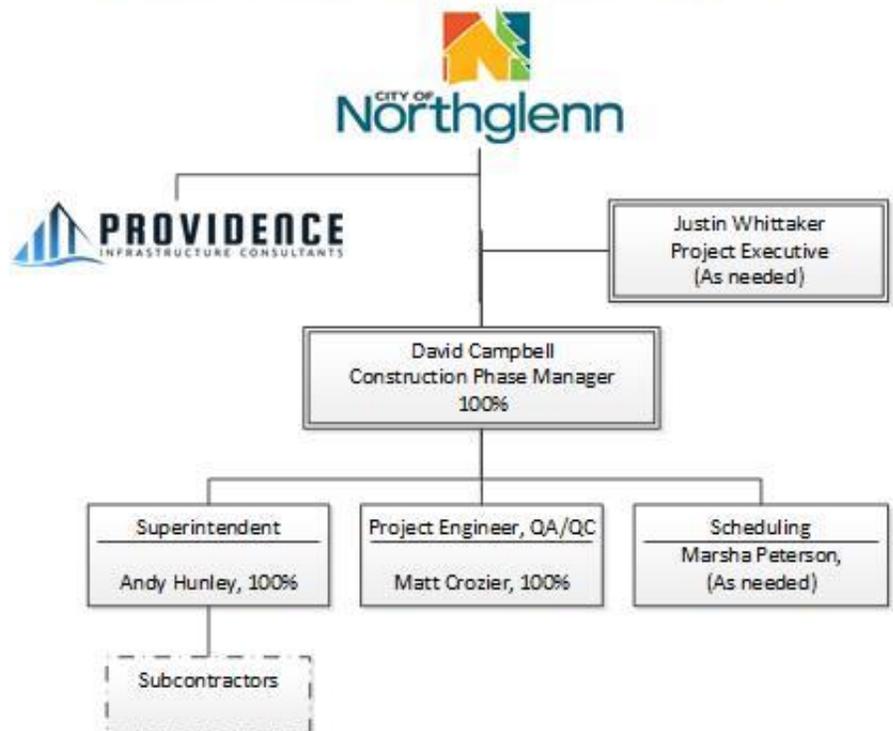
Filanc’s Colorado office has successfully performed construction services on over 40 projects in the last 8 years including 2 projects for the City of Northglenn at the water treatment plant.

We understand how important it is to engage the right team members at the right time, have a collaborative and transparent team culture, strategically phase work, leverage resources, and work safely. Our proposed team members have experience working together on current and past projects to achieve your goals.

Construction Phase Organization Chart

An overall project organization chart can be found with the Team resumes later in this proposal.

Figure 2-1 Construction Phase Organization Chart



PERCENTS REPRESENT AVAILABILITY FOR THE PROJECT

Construction Services

The services we will provide during construction encompass all areas of delivering a successful construction project. As previously stated, we will provide submittal logs, RFI logs, contingency logs, daily reports, 3-week look ahead schedules, critical path schedule updates, work plans, cost updates, startup plans, and more.

Our project management team will obtain necessary permits, plan and manage procurement of all materials and subcontractors, submittal reviews and submissions, safety planning and meetings, work plan development for self-perform work, management of subcontractors, manage site cleanliness, public outreach and communications, and project milestone celebration lunches.

Critical Construction Issues

The critical issues we see for this project are as follows:

- Limited area for laydown and storage.
- Tight excavation limits requiring shoring.
- Groundwater dewatering in deep excavations.
- Management of flows during tie-ins.
- Access and operations of existing facility during construction.
- Theft and vandalism during construction.

Our team will create strategies and plans during preconstruction to mitigate the effect these issues will have on the project and its success.

Self-Perform Work

Filanc is a specialty general contractor with the ability to self-perform work in the areas of general civil and excavation, structural concrete, large and small diameter piping, miscellaneous metals and process mechanical construction. On a typical water or wastewater treatment facility project, we can

self-perform an average of 75% of construction.

For this project we would look to self-perform the grading and excavation work, yard piping, concrete, pipeline installation, miscellaneous metals, process equipment installation, and process piping. There are many benefits to self-performing. Three of the most important are control of safety, cost, and schedule.

We have a 67-year history of self-performing work as a general contractor. If subcontracting the work was more competitive, we would not self-perform and have a better chance of winning projects. This typically isn't the case which is why nearly all our projects have us self-performing 75% of the work. Whether it's hard bid work or alternative delivery work we provide the Owner with the most value by self-performing.

Having said that, we also understand how important it is that the City is provided with assurance that all of the costs and pricing are competitive and in their best interest. As an experienced CMAR we will facilitate a transparent, competitive process for all scopes of work. We welcome the competition and opportunity to show the City that we're the best value for the project.

We will advertise work packages for bidding by subcontractors. We will directly engage subcontractors we're familiar and experienced with as well as advertise the opportunity in any publication the City would like.

Filanc would submit our competitive bid to the City ahead of the due date for subcontractors. This will allow the City to make a best value selection that most benefits the project.

Information Management Systems

COST PERFORMANCE SOFTWARE



We utilize ViewPoint™ construction management and accounting software to provide continuously updated status reports to monitor our cost performance. This report provides critical real-time cost and commitment information to the project team, so we always know where we are at on a project.

The project accounting reporting is updated monthly to reflect any recent changes as well as a continuous update of the expected cost at completion (ECAC). The ECAC is continually reviewed and quarterly “deep dives” are conducted with Filanc executive staff.

SCHEDULING SOFTWARE

The development of the Project Schedule is a collaborative effort that requires input from the entire Project Team. However, it will be our Construction Manager’s responsibility to manage and drive the project schedule. Overall Project Manager David Campbell will provide the City with the single-point responsibility that is needed to resolve any challenges associated with the on-time delivery of the project.

David will be supported by Filanc Primavera **ORACLE** P6 Scheduling Specialist, **PRIMAVERA** Marsha Peterson. Marsha “reality checks” the schedule model to verify that progress updates reflect the reality of the project and facilitates the processes for re-planning the project by analyzing time impacts to identify deviations requiring mitigation.

Using Primavera reports, David will be able to track project performance and forecast the anticipated start and completion of work activities and milestone dates. Schedule updates will be submitted monthly along with a narrative that describes the progress of the work, changes, and the identification of any anticipated problems so that the Project Team can address and mitigate potential issues before they are able to impact the schedule.

Analytical reports, including the Critical Path report, Summary Level reports, and any other custom reports required by the Contract, can be provided to the City with the monthly schedule update and narrative.

PROJECT MANAGEMENT SOFTWARE

PROCORE To facilitate team communication, collaboration, and accurate record keeping, all project information will be maintained in Procore, our cloud-based project management platform. City staff, construction management, and other designated personnel will be provided rights-based internet access to Procore. The system will contain information such as preconstruction phase design drawings and cost estimates, final plans, specifications, requests for information (RFIs), purchasing control register (PCR), submittals, potential change order log, change orders, schedule, daily reports, permits, photographs, safety information, meeting minutes, and agendas. Because Procore is our standard project management platform, there will be no charge for the City to access information. In addition, should the City or its consultants require training or support in the use of the system, our project team will be able to facilitate this.

We require our subcontractors and vendors to provide a copy of the contract specifications with their initials for all project requirements to document their acknowledgement and assure a complete and compliant submittal. This eliminates or minimizes the number of “revise and resubmit” submittals, leading to timely delivery of materials and process equipment. For long-lead equipment submittals in project critical path, we request submittal review workshops where the Owner, Engineer, CMGC, subcontractors, and key vendors collaborate to review key submittals and expedite approvals.



CRITERIA 3:
COST ESTIMATING
AND COST CONTROL
MEASURES

Criteria 3 – Cost Estimating and Cost Control Measures

Estimating System for Developing the GMP

We understand how important cost certainty is. Our team is fully committed to getting the City the earliest cost estimates and GMP(s) possible.

Estimating will be led by Dan East. Dan has very recent and relevant experience having led the estimating and GMP development for all Filanc CMAR projects in Colorado.

From the very beginning, at project award for preconstruction, our team will layout the detailed project estimate. This estimate will drill down into the smallest of details to complete the work based on our experience delivering similar type work. Regardless of the design completion level the estimate will include detailed costs as if the design was complete. The areas of work that are not yet defined or detailed will be estimated with assumptions based on our experience and/or discussions with the design team. As design progresses throughout preconstruction we will update the estimate to represent the new design information, eliminating the assumptions. By the end of preconstruction our goal is to eliminate all assumptions in the estimate and have a GMP that represents the cost to complete the work as designed and any remaining assumptions moved to the risk register for discussion as an allowance in the GMP or part of the contingency discussion.

All estimating will be fully transparent and open book. We will share everything we have developed as well as cost information and feedback provided by subcontractors and suppliers.

Attracting Qualified and Experienced Subcontractors

Filanc has many relationships with local and regional subcontractors. These relationships have been built over an extended period of time by the local team well beyond the years Filanc has had an office in Colorado. We have constructed over \$80,000,000 of work in Colorado in the last eight years and subcontracted nearly \$25,000,000 of that. Management of subcontractors is a primary area of focus for us as we ensure they provide prominent levels of safety, quality, performance, and schedule.

Having done 15 alternative delivery projects with 21 GMP's in the last 5 years we have an excellent pool of subcontractors who understand the CMAR process and support us. We have never had an issue getting the most qualified and experienced subcontractors for our CMAR projects.

Our subcontractors are always selected with a "Best Value" mindset and not just low cost. Their ability to provide meaningful design phase services as part of our Team are a key factor in the "Best Value" selection. This is one of the reasons our subcontractors choose to work with us.

If there is added value to the project, we would also publicly advertise a request for bids in local newspapers and/or trade publications.

Below are areas of major work where subcontractors would be utilized, as well as a few of the companies we have worked with on previous projects.

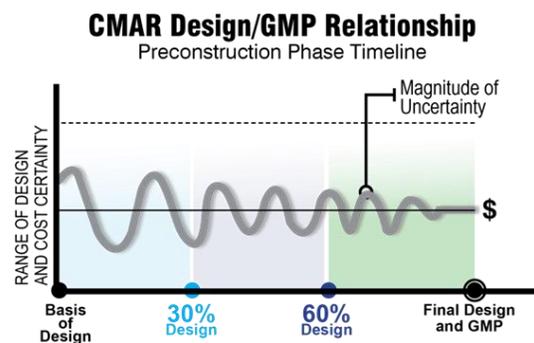
Subcontracted Work	Companies
Electrical	<ul style="list-style-type: none"> Guarantee Electrical McDade/Woodcock Sturgeon Electric Sun Valley Electric Weifield Group
Painting	<ul style="list-style-type: none"> Applewood Painting Coblaco National Coatings
Pier Drilling	<ul style="list-style-type: none"> Penley Concrete Ludwig Drilling
Dewatering	<ul style="list-style-type: none"> Kelley Dewatering Griffin Dewatering Terra Firma
Shoring	<ul style="list-style-type: none"> Baerren Concrete Structures, Inc. HTM
Testing	<ul style="list-style-type: none"> Ground Engineering Kumar & Assoc. Cesare
Rebar Installation	<ul style="list-style-type: none"> Harris Rebar Nehemiah Rebar Rumler Rebar
Traffic Control	<ul style="list-style-type: none"> Northern Colorado Traffic Control Colorado Barricade
Paving	<ul style="list-style-type: none"> Mile High Paving Asphalt Specialties Martin Marietta
Potholing	<ul style="list-style-type: none"> Site Wise Diversified Underground Badger Daylighting

Calculating the GMP

The RFP identifies the GMP being established at the 95% design level. In our experience 90%-95% is the typical point of GMP development. If the project goals afford waiting until this 95% design milestone, the

GMP costs will be more accurate and the contingency will be lower than if the GMP was established at a lower design percentage level. We have not found that the GMP costs would be much lower by waiting until a 100% design level. However, it will be assumed that there will be more RFI's and earlier use of some contingency for scope gap if a GMP is done at 95% instead of 100%.

If project goals determine there is value in doing an earlier GMP or multiple GMP's we have that experience as well. Doing a GMP 1 at the 60% or 80% design level is not uncommon. Early out package(s) for long lead equipment procurement and/or early start of heavy civil and structural work are areas we have experience doing at the overall 60%-80% design level. Of course, the items being included in GMP 1 will need to be specifically designed to a higher level of design for procurement and/or construction. CDPHE and most local building departments are familiar with the early start and permitting of civil/structural.



Once preconstruction begins and the project goals are identified we can facilitate the discussion as to early or multiple GMP's and their value.

We understand that the bond sale process may not allow for early work packages and GMP(s).

Soliciting Bids

At the start of preconstruction, we will create a Procurement Management Plan that outlines

how we intend to procure subcontractors and suppliers for the project. This plan will be a living document updated as design progresses and goals are identified. As part of the plan we will collaborate with the project team to determine the best approach to soliciting bids.

Initially Filanc will compile a list of subcontractors and suppliers to invite to bid and furnish to the City for review. At this point the City can add any additional vendors or comment on why we should remove any vendor listed. If there is added value to the project, we would also publicly advertise a request for bids in local newspapers and/or trade publications.

Typically, at the 60% design level we engage the subcontractor and supplier community for pricing based on what is shown in the documents. This will provide the most accurate cost so the team can evaluate the need for additional VE. This process will take 3-4 weeks to complete in order to get the most involvement from subs and suppliers.

When we receive the 95% design documents, we will advertise a formal request for bids from subcontractors and suppliers. This process will take 3-4 weeks. Once we receive the bid's we will look to have a vendor selection workshop with the City and Providence. Filanc will organize and tabulate the bid results for each scope of work for review during the workshop. Once vendor selections are made, we will update the 95% estimate with those selections, and this will now become the GMP estimate.

Difference between CMAR and DBB Estimating

The process and calculation of the GMP under a CMAR contract is very similar to design-bid-build (DBB). Our estimate format is the same, labor rates the same, equipment rates the same, production rates the same, sub and supplier costs the same, etc. The following are a brief list of the differences:

- CMAR GMP pricing is progressive with the design and takes longer to finalize.
- Profit percentage is determined prior to creation of the estimate in a CMAR and determined at the end in a DBB.
- Key subcontractors are typically engaged as partners for VE and problem solving in a CMAR and purely low price based on plans and specs in DBB.
- The Owner gets a fully transparent view of all our estimating efforts and documents in CMAR to make best value decisions whereas in DBB they don't see any of that.
- Estimating mistakes are less likely to happen in CMAR due to the additional time provided to create the estimate and thorough reviews of the estimate by the Owner and Engineer. DBB estimates are created in a compressed timeframe with very little time for review and closeout prior to bid time.
- Subcontractor and supplier scopes are more thoroughly reviewed in a CMAR due to the time afforded in the process. In DBB, vendor quotes are received shortly before bid time with very little time to review for accuracy and completeness.
- In CMAR, the Owner gets to select subcontractors and suppliers that are best value. In a DBB the Owner gets whomever the general contractor chooses unless they are sole sourced.

GMP Within the City's Budget

How we will ensure the executed GMP will be within the City's budget for the project is through a successful progressive estimating process throughout design. Our 30% cost model (included in the pricing envelop) is where we start to evaluate scope and budget with the City and Providence and guide the discussion of whether we need to VE for cost reduction. At the 60% design level we will update the estimate with more detail and input from subs and suppliers. Our goal is to get the estimate within 5% of accuracy at the completion of the 60% update and ensure the

City that the project is within budget well before the completion of the 95% GMP.

GMP Prior to Complete Construction Documents

As previously mentioned, we have experience developing GMP's at varying levels of design prior to complete construction documents being available. We have completed projects that had GMP's at 10%, 30%, 60%, 90%, and 100% design.

Our estimate will quantify all costs for the work as shown in the current level of documents we have. If any assumptions are made, we will include the cost for these assumptions in the estimate and list them on a separate assumptions and clarifications list for review and tracking. Additionally, a risk matrix will be created and used to determine an appropriate level of contingency for the project at the current design level. As design progresses the list of assumptions will be reduced, and accurate costs will now be represented in the estimate and the risk matrix will also be updated with a revised contingency amount.

At any point during design if the City would like to lock in GMP pricing early we can do that. Our progressive estimate, assumptions and clarifications, and risk matrix will provide us the initial support needed. The only additional thing we would need to do is get firm pricing from subcontractors and suppliers based on the current level of design. Once we receive pricing with assumptions, clarifications, and exclusions from those vendors we can collaborate with the City and Providence on appropriate costs to cover those items and place in the GMP estimate as allowances and/or contingency. We do not want the vendors to make their own assumptions and carry their own contingency. We want a single project contingency that can be properly managed by the team.

We would feel confident providing a GMP at any level of design the City sees as a benefit to the project.

Proposed Contingencies

Contingency is an extremely important part of a project with a progressing estimate and GMP. A risk matrix will be created at the beginning of preconstruction to identify unknowns, assumptions, and other unquantifiable items that may have cost impacts to the project. This risk matrix will be reviewed by the project team during design phase meetings to help guide the discussion of cost, schedule, quality, and risk assignment. Some of the risks could have a lower potential cost, schedule, or quality impact if they are assigned to a specific stakeholder.

These discussions will assist the team in making good "project first" decisions as to who best should carry the particular risk. This will also help the team determine how the contingency structure is best laid out. There are multiple options for contingency structure; we have done them all. There can be a single project contingency, contingencies for both the Owner and Contractor, Owner only contingency, and Contractor only contingency.

What's important is that every project is different, and the contingency structure should reflect the goals, risks, legal constraints, and contract language of this specific project.

Establishing contingency will begin at the start of preconstruction and continually mature throughout the design. Once we get to the GMP(s), the contingency structure and amount(s) should already be well established. Prior to final submission of the GMP(s) we will look to have a contingency workshop which will create a final risk matrix to be an exhibit of the GMP. During this workshop we will also discuss how contingency can be used, who

can use it, and how any unused amounts (if any) will be allocated at the end of the project.

The contingency workshop and risk matrix are essential best practices for a successful CMAR project.

Evaluation and Handling of Contingency Funds

As construction progresses there will naturally be a reduction in risk. Risk such as unforeseen conditions below grade will be eliminated once the project is out of the ground and all work is above grade. Other risk such as bypass pumping for tie ins and startup won't be eliminated until the later part of the schedule. An important part of the risk matrix development will be to identify the potential cost impact of a risk item and when it might fall in the schedule. This will allow the team to better understand remaining risk and contingency on the project as the project progresses to ensure there is adequate contingency remaining. If there is high cost risk remaining on the project, it may not be a good project decision to use contingency on unimportant or out of scope items just because the remaining contingency is healthy.

The contingency structure determined during preconstruction will affect how remaining contingency funds are handled. If there are late project risks that need preserved contingency for the contractor, the City may want to have a separate contingency that can be used for out of scope items instead of waiting to see if the late project risks present themselves. This will all be discussed and established in the contingency workshop.

During construction we will create a potential change order (PCO) log and contingency log. If an issue arises that might warrant the use of contingency, we will place that item on the PCO log while the project team works to qualify and quantify the item. If the City decides the PCO item is needed and acceptable we will add that to the contingency

log. The contingency log will track the use of contingency and provide a real time snapshot of the remaining contingency.

Filanc will update the City and Providence on budget, schedule, and contingency at every progress meeting.

Performance and Payment Bonds

Filanc will furnish 100% payment and performance bonds for the project as required.

Subcontractor Bonding

Filanc requires payment and performance bonds from all subcontractors over \$50,000.

Projects with Cost Savings Returned to Owner

The following are recent CMAR projects in Colorado that had cost savings returned to the Owner:

- SPWRP Pipeline Injection Project \$5.3M- \$129,000 returned
- Georgetown Lake Dredging Project \$1.9M- \$100,000 returned
- ERWSD Radio & Telemetry Upgrades \$1.6M- \$65,000 returned
- Our current Wolf Ranch Pump Station CMAR project (\$6M) will be complete this Month and is expected to return approximately \$100,000 to the Owner.

Top 5 Potential Cost Savings

As construction begins, we find that opportunity for additional VE will continue to present itself. The VE log developed during preconstruction will continue to be populated and discussed as construction progresses. Our team will share every opportunity we feel provides value to the project. VE during construction would provide cost savings.

Based on our experience of 15 alternate delivery projects with 21 GMP's in the last 5

years we find that cost savings returned to the Owner typically come out of unused contingency. Our extensive experience building similar projects provides excellent cost and production information for creating our estimates. There will be areas of savings in the GMP estimate as there will also be some areas of overruns which tend to equalize in the end. If there are significant savings in the cost of work than we didn't do our job when creating the estimate. We are hired as experts in our field and take pride in developing these highly accurate estimates.

Areas of potential cost savings of the direct cost of work during construction could be:

- Utilizing less dewatering than expected
- Labor could be less if weather is better than expected
- Winter protection of concrete could be less if winter weather is warmer

The best opportunity for cost savings will likely come out of unused contingency. Areas of contingency that go unused could be:

- Scope gap
- Unforeseen geotechnical conditions
- Labor overtime due to weather or unforeseen project delays
- Excessive groundwater mitigation

As previously mentioned, our project management team will update the City and Providence at every progress meeting with budget, schedule, and contingency so every opportunity to capture savings can be discussed regularly.

Shared Savings

We understand the shared saving provision as described in Article 6.6.2 of the Agreement. At the end of the project any difference between the actual cost of work plus our fee and the contract GMP will be considered the savings. The savings will be split between the contractor and the City.

3 of our current CMAR projects have a shared savings clause. Two are 75/25 and one is 50/50.

Shared Savings Motivation

We always perform to the best of our ability to deliver projects at the lowest possible cost. One of the upsides to design-bid-build projects is that we keep 100% of the savings. This motivates the project team to do better than the estimate and increase project profit. As contractors we're competitive by nature and project teams find success in doing better than was expected of them.

If a project had no shared savings our team would still perform to the best of their ability to deliver projects at the lowest cost because of their competitiveness and our inherent need to do the right thing. We certainly wouldn't slow down and waste money for the heck of it.

Shared savings provides that dangling carrot for the project team that there is an upside for their successful efforts.

It also shows us that the City is invested in our efforts to focus on the savings. It can be much more challenging to save money than to do the work spending it.

Shared savings creates a project culture that we're all in this together and we win or lose together. We think that's a win-win!

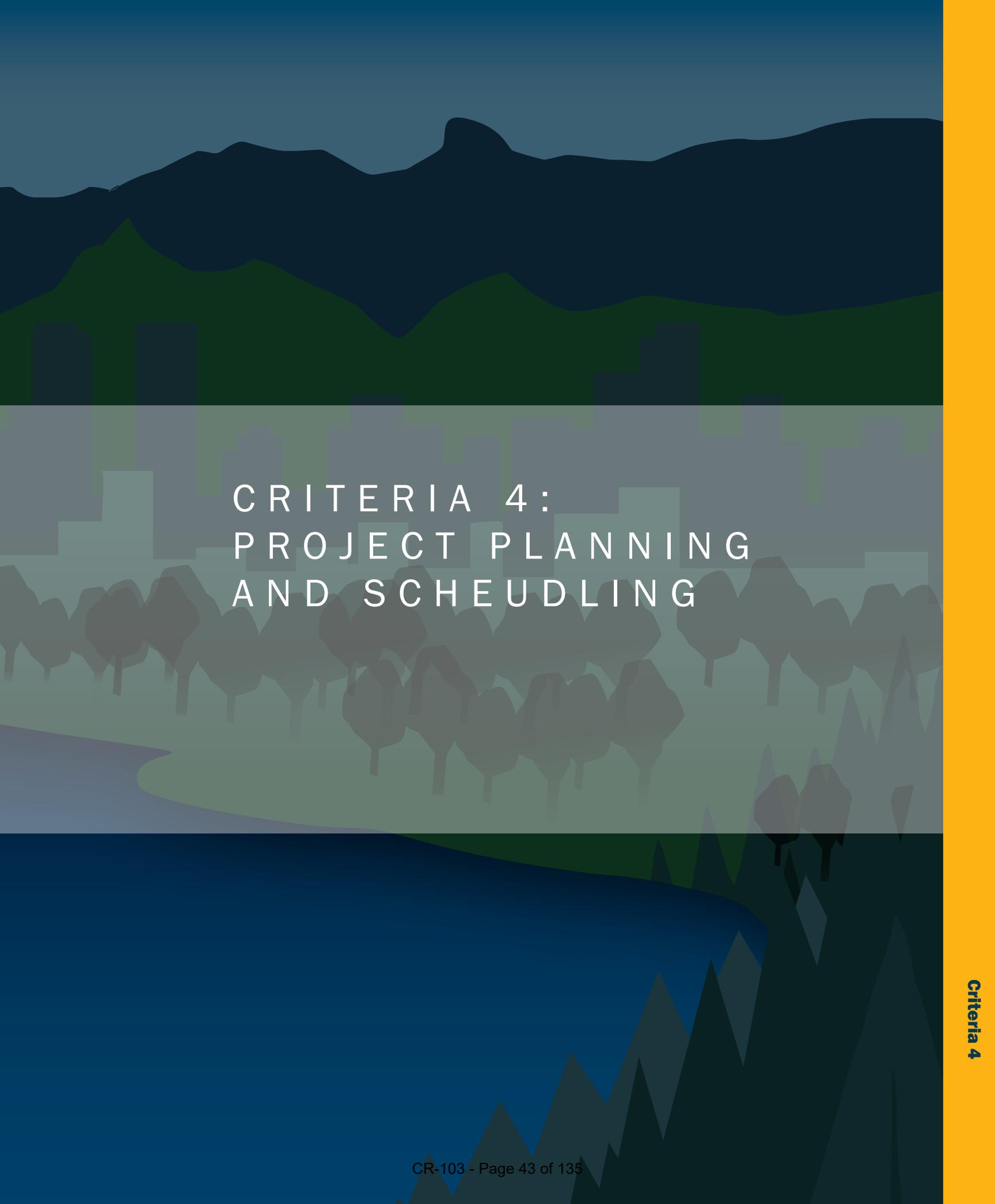
GMP Estimate with Shared Savings

Shared savings is not a consideration in the development of the GMP estimate. Our estimate will be highly detailed and transparent. It will reflect what we believe the actual level of effort and cost is to complete the project. As previously mentioned, if there is a significant savings at the end of the project for anything in the direct cost of work, we didn't do our job. We want you to recognize the most savings before we start construction with a highly accurate GMP estimate.

Shared Savings without Inflated GMP

As stated in the prior section, shared savings is not a consideration in the development of the GMP estimate. Our estimate will be highly detailed and transparent. It will reflect what we believe the actual level of effort and cost is to complete the project. We expect this estimate will be 3rd party reviewed and verified as accurate, reasonable, and competitive.

An inflated GMP will ultimately reflect poorly on us. 75%+ of our work is qualification and selection based. We can't afford to have poor references from Owners who thought we took advantage of the process.

The background features a stylized landscape with dark blue mountains at the top, green hills in the middle, a greyish-blue river at the bottom, and a row of dark green trees in the foreground. The text is centered over the middle section.

CRITERIA 4: PROJECT PLANNING AND SCHEUDLING

Criteria 4 – Project Planning and Scheduling

Planning and Schedule Resources

The development of the Project Schedule is a collaborative effort that requires input from the entire Project Team. However, it will be our Construction Manager’s responsibility to manage and drive the project schedule. Construction Manager David Campbell will provide the City with the single-point responsibility that is needed to resolve any challenges associated with the on-time delivery of the project.

David will be supported by Filanc Primavera P6 Scheduling Specialist, Marsha Peterson. Marsha “reality checks” the schedule model to verify that progress updates reflect the reality of the project and facilitates the processes for re-planning the project by analyzing time impacts to identify deviations requiring mitigation.

ORACLE Using Primavera reports, David **PRIMAVERA** will be able to track project performance and forecast the anticipated start and completion of work activities and milestone dates. Schedule updates will be submitted monthly along with a narrative that describes the progress of the work, changes, and the identification of any anticipated problems so that the Project Team can address and mitigate potential issues before they are able to impact the schedule. Analytical reports, including the Critical Path report, Summary Level reports, and any other custom reports required by the Contract, can be provided to the City with the monthly schedule update and narrative.

Managing the project schedule is more than simply tracking the status of as-built and in-progress activities. David will also prepare 3-

month look-ahead and the 3-week look-ahead schedules.

The 3-month look-ahead schedule provides the construction team with a guide for the creation of the work packages that are used for the installation of the work. Where a 3-week look-ahead schedule may not provide the construction management team with sufficient time to react in the coordination of material orders, the 3-month look-ahead schedule allows the team plan ahead so that there are no disruptions in the planned execution of work.

The 3-week look-ahead schedule is derived from the Project Schedule but contains a filtered, focused view of only those activities that are scheduled to be performed within the next three weeks. The 3-week look-ahead schedule will typically identify additional detail and information for the activities, steps, and resources needed to coordinate the installation of each element of work.

Meeting or Beating the City’s Proposed Schedule

Preconstruction: The proposed design phase schedule of four months is adequate for the effort needed to develop the GMP. Three to Four months is typical on our CMAR projects of this size that begin at 60% design during preconstruction.

The critical path is the 95% design receipt on July 24. This will leave 6 weeks to review, VE if necessary, solicit bids from vendors (3-4 weeks), update the estimate, vendor selection workshop, GMP review workshop, and contingency workshop. The project could benefit by receiving the 95% design prior to July 24th and allowing 7-8 weeks for the final phase of GMP development.

Construction: The proposed construction phase schedule of 16 months is adequate for the effort needed to complete the project. Our initial estimate and baseline schedule will reflect a project that takes approximately 10-12 months to complete. The main long lead items (pumps and electrical enclosures) will likely take 6 months to receive which will give us 4-6 months to install and startup. Though this schedule is shorter than the proposed schedule in the RFP we don't see any risk of quality to achieve it.

Phasing Construction to Minimize Operational Impacts

Maintenance of Plant Operation (MOPO) is critical to maintaining the operation of existing systems without interruption; and is crucial to the success of every project. Filanc utilizes the MOPO process for both the construction and startup phases of each project. Risk and mitigation measures for the construction phase should be identified during the scope development phase of a project. During the construction planning phase, an initial meeting is held with facility staff, City management and the design engineer to discuss and verify all the risks have been identified and mitigation measures are agreed. Filanc will then submit a comprehensive MOPO plan to all parties for review and comments. Once all comments are addressed; a final meeting with all parties is conducted to review and finalize the MOPO plan for construction activities.

For this project we will plan to construct the new lift station and bring it online prior to decommissioning or demolition of existing infrastructure. We will utilize bypass

pumping and temporary piping where necessary to facilitate this phasing. Once the flows are permanently diverted to the new lift station we will begin decommissioning and demolition of the old facilities and infrastructure.

Initial Project Schedule

MILESTONE	TARGET DATE
CMAR Agreement(s) Approved	April 24, 2020
60% Design Documents	April 17, 2020
Initiate Bond Sale	July 3, 2020
95% Design Documents	July 24, 2020
Owner receives GMP Proposal(s)	September 4, 2020
Bond Sale Complete	October 2, 2020
Notice to Proceed for Construction	October 14, 2020
Issue Pos and Subcontracts	October 15 - Nov. 11, 2020
Mobilize	October 19, 2020
Erosion Control Complete	October 30, 2020
Excavate, Dewatering, and Shoring	Nov. 2, 2020 - Jan. 4, 2021
Lift Station Concrete	January 4 - June 7, 2021
Yard Piping	April 1 - July 2, 2021
Install Pumps and Piping	June 7 - July 2, 2021
Electrical and Controls	May 3 - August 6, 2021
Start-up Lift Station	August 9 - August 23, 2021
Tie-ins	August 23 - August 27, 2021
Demolition	August 27 - Sept. 17, 2021
Site Restoration, Paving, and Fencing	Sept. 1 - October 1, 2021
Substantial Completion	October 13, 2021
Final Completion	November 13, 2021



CRITERIA 5:
QUALITY CONTROL
AND START-UP/
COMMISSIONING

Criteria 5 – Quality Control and Start-Up/Commissioning

Quality Control / Commissioning Team

We recognize that designing and building a high-quality project requires both Quality Assurance (QA) and Quality Control (QC). Primary responsibility for QA rests with those responsible for delivery of the work product. QA during construction will be the responsibility of Construction Manager David Campbell. Project Engineer Matt Crozier will independently serve as the Construction Quality Manager (CQM) with responsibility for development of the project-specific Construction Quality Plan (CQP).

Our Construction Management Team will work in concert with the City’s Representatives to develop and implement policies and procedures that will include the appropriate level of checks and balances to ensure quality throughout the project.

As the work transitions from design and pre-construction to construction, our onsite Project Engineers and Superintendents will assume the main responsibility for

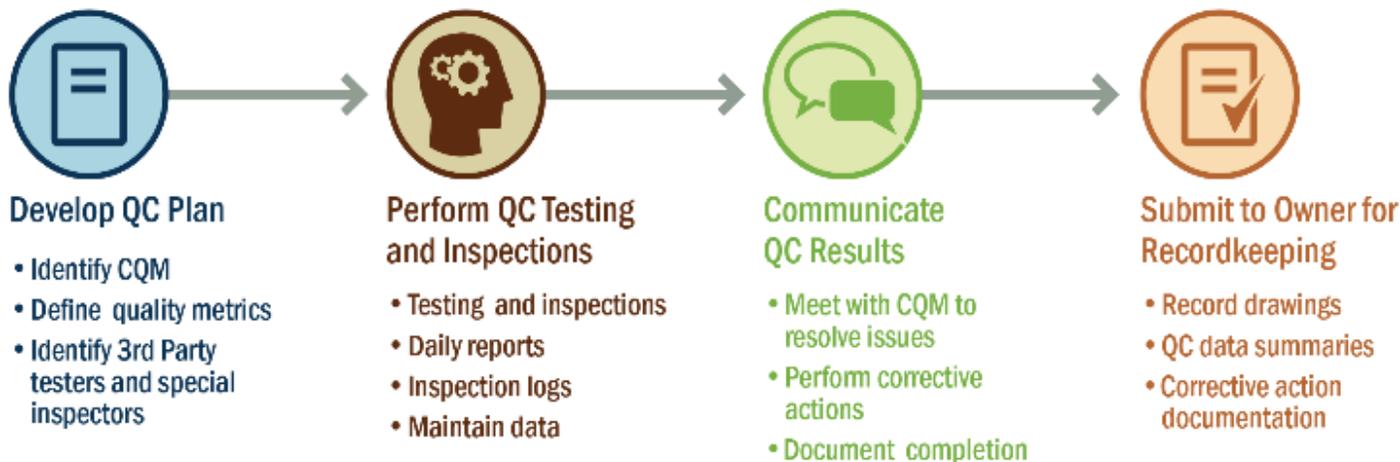
CQP with regular review and oversight by the CQM.

The goal of the quality control program is to ensure that the entire project is constructed safely, efficiently, and in conformance with the applicable contract documents.

Filanc has a reputation for delivering the highest quality work. The only way you remain in business for over 67 years is by delivering safe, high quality projects. Our proposed project team is second to none in this category. We are your best choice to deliver the highest quality project.

Quality Control – Subcontractors

Our enforcement procedures and protocols to ensure compliance and quality with project plans and specifications are based on both our project engineering efforts and field QA/QC efforts. Our project engineers will coordinate the submittal process with subcontractors to ensure everything is correct or RFI’s answered to get their submittals correct. Once the subcontractor nears



implementation of the

mobilization our project manager and superintendent will communicate with them to ensure they are prepared and understand the scope of work they are performing. Their work plans will be received and reviewed by our project team before any work gets started by the subcontractor. Our onsite field staff will perform QA/QC of all layout and work installation by subcontractors. Subcontractors will never be allowed to work onsite unless someone from our project management team is there.

The way we mitigate having subcontractors who install non-conforming work is by using subcontractors we have past successful experience with wherever possible.

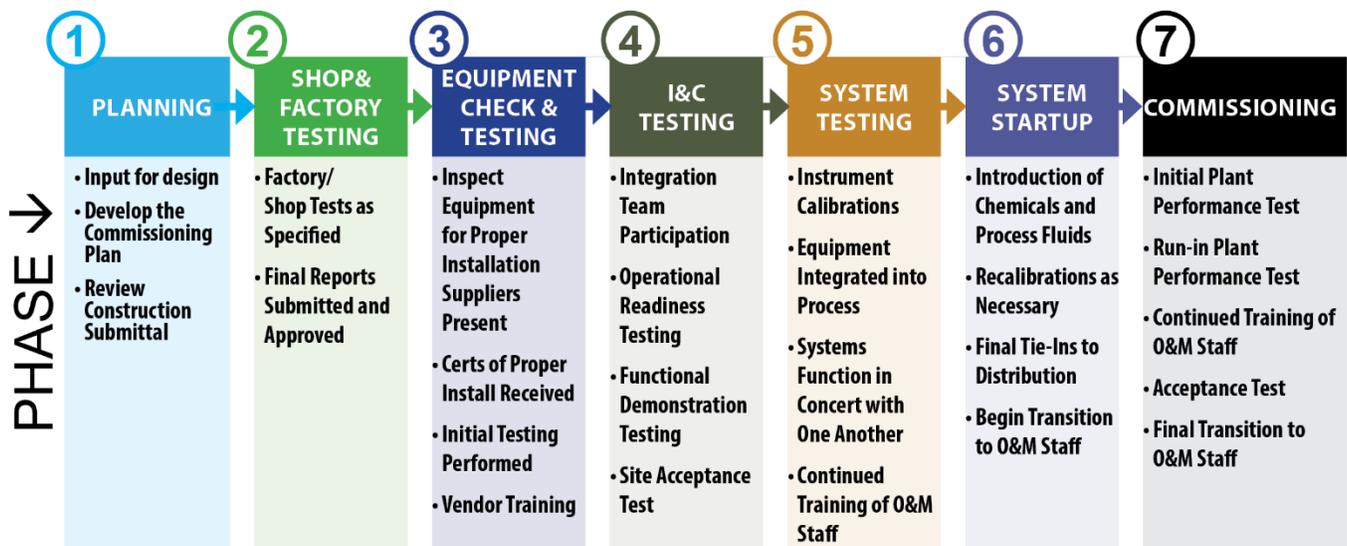
We understand how to work with subcontractors to help them pre-plan work, create work plans, and create schedules they can effectively achieve. They are our partners in this process and we all sink or swim together. Our engagement with them doing these things will ensure that underperformance is highly unlikely.

If we have done all of these things and they are still installing non-conforming work, we would expect to receive a letter from the City

notifying us of the non-conforming work and we will have 5 days to commence meaningful correction. We would provide them formal notice of their issues and to commence meaningful correction efforts within those 5 days. If they are unable or unwilling to rectify the issues we can file a claim with their bond company to replace them with someone who can complete the work or we can terminate their subcontract and get another subcontractor to finish and back charge the original subcontractor for the costs. We will expend all efforts to help them correct the issue before moving to a contract termination.

Commissioning the Project

The startup and commissioning of projects is where most contractors fall short. Filanc believes planning for startup and commissioning should start during the scope development phase; and a detailed MOPO startup plan should be completed during the construction planning phase. This process allows time for potential problems to be identified and corrected; therefore, reducing project delays and provides seamless startup of projects.





CRITERIA 6:
UNDERSTANDING OF
THE CMAR AGREEMENT

Criteria 6 – Understanding the CMAR Agreement

Agreement Payment Terms

We understand the Agreement Article 7 and General Conditions Article 6 as they relate to payment of the GMP during construction. Each month a progress billing will be submitted with a required backup for the direct cost of work completed plus our percentage fee applied to that cost of work for the month.

Contractor Responsibility for Tracking Construction Costs and Contingencies

We understand our fiduciary responsibility to the City. Everything we develop and receive will be furnished to the City in a transparent process.

Throughout preconstruction we will utilize open book estimating. This means we will furnish the City every aspect of the detailed estimate. This will include every line item detail that makes up the estimate with nothing left out. Manhours, equipment usage, labor rates, equipment rates for used and rented equipment, supplier pricing, subcontractor pricing, and more. Typically, this will add up to many thousands of lines of detail.

As construction progresses there will naturally be a reduction in risk. Risk such as unforeseen conditions below grade will be eliminated once the project is out of the ground and all work is above grade. Other risk such as bypass pumping for tie ins and startup won't be eliminated until the later part of the schedule. An important part of the risk matrix development will be to identify the potential cost impact of a risk item and when

it might fall in the schedule. This will allow the team to better understand remaining risk and contingency on the project as the project progresses to ensure there is adequate contingency remaining. If there is high cost risk remaining on the project, it may not be a good project decision to use contingency on unimportant or out of scope items just because the remaining contingency is healthy. All use of contingency will be documented on a contingency log with all supporting information attached to it for proper tracking.

Filanc will update the Owner and project team on budget, schedule, and contingency at every progress meeting.

Every timecard, invoice, and receipt will be furnished to the City in this transparent process.

Maximizing Project Scope, Minimizing Risk, and Returning Savings

Maximizing Project Scope

Creating the most accurate estimates with meaningful input from subs and suppliers during preconstruction is the key start of the process to maximize project scope. Having a clear understanding of the project costs at the current level of design will guide the team in the VE discussion. We will leave no stone unturned in order to get the City the maximum amount of scope. If we can come up with ideas that lower cost without lowering quality, we can use those savings to increase scope in other areas if the City chooses. We will look at things such as changing tie-in locations to eliminate paving and traffic control, exploring innovative ideas that may reduce excavation

depths and concrete, and more. We will absolutely maximize the project scope for the City.

Minimizing Risk

As risk is determined by the team, we will find solutions to best mitigate those risks as a team. We always have a “Project First” mentality. Cost, schedule, and safety are the core risks to any project. Our team will always have these risks in mind.

Some of the risks could have a lower potential cost, schedule, or quality impact if they are assigned to a specific stakeholder. Everyone’s risk can be minimized by assigning to the appropriate party.

Most of our risk will be minimized through a quality estimate, communication to Providence to provide design reducing unknowns, and planning.

When Savings Are Returned To The City

As construction progresses there will naturally be a reduction in risk. Risk such as unforeseen conditions below grade will be eliminated once the project is out of the ground and all work is above grade. Other risk such as bypass pumping for tie ins and startup won’t be eliminated until the later part of the schedule. An important part of the risk matrix development will be to identify the potential cost impact of a risk item and when it might fall in the schedule. This will allow the team to better understand remaining risk and contingency on the project as the project progresses to ensure there is adequate contingency remaining. If there is high cost risk remaining on the project, it may not be a good project decision to use contingency on unimportant or out of scope items just because the remaining contingency is healthy.

Depending on where risk falls in the schedule will determine when savings can be recognized by the City.

Change Requests for the CMAR Contract

There are no terms of the CMAR contract that we will ask to change.

Advertising, Receiving Proposals, Awarding Contracts, and Paying Trade Contractors

Advertising

We will provide the City with a complete list of subcontractors and suppliers we expect to solicit. If the City sees a benefit in getting additional participation by subcontractors and suppliers, we will advertise in the Dodge Daily Journal, iSqft, Bluebook, and any other publication the City would like. Our advertisements are clear that subcontractors are selected in a best value process and not just low price.

Receiving Proposals

Proposals will be received at a date and time established in the Request for Proposals. We will evaluate price, schedule, quality, experience, safety, and any other metric the City would like. The vendor selection workshop with the City and Providence is where we’ll discuss and select the subcontractors that are best value.

Awarding Contracts

The vendor selection workshop with the City and Providence is where we’ll discuss and select the subcontractors that are best value and contracts will be issued to those selected.

Paying Trade Contractors

Subcontractors and suppliers will be paid according to the requirements in our Prime contract.

City Review

Once subcontractor bids are received a written summary of the bids will be prepared that will include the name of the bidders, the amount proposed by each, and the amounts of any alternate bid items, if necessary. The apparent low bidder will be identified for each bid package. This summary of bids along with each individual quote will be furnished to the City and Providence for review.

Filanc will hold a vendor selection workshop to review vendor qualifications, costs, and technical offering. Upon the City's approval, trade contracts will be executed with the selected subcontractors.

City review and approval of subcontractor pay applications will also be facilitated.

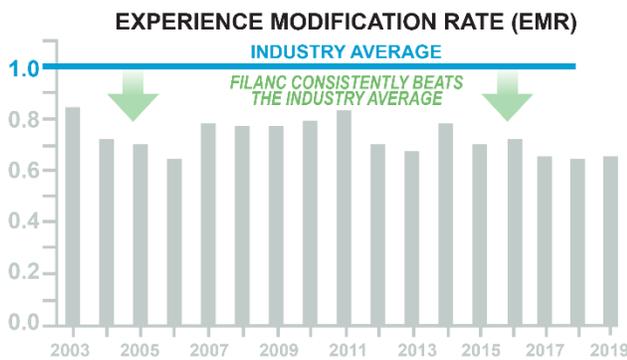
The background features a stylized landscape with dark blue mountains at the top, green hills below them, a row of grey trees in the middle ground, and a blue river at the bottom. The text is centered over the tree line.

CRITERIA 7: SAFETY PROGRAM

Criteria 7 – Safety Program

Jobsite Safety Program

With hundreds of thousands of labor hours worked each year under difficult construction conditions, Filanc delivers exceptional safety performance as demonstrated by our consistently low experience modification rate (EMR). Filanc has an extensive record of safe construction spanning many decades and resulting in numerous local and national awards.



Day-to-day responsibility for safe construction will be the responsibility of onsite Construction Manager David Campbell. During the pre-construction period, he will collaborate with Safety Director Michael Rosser to develop a project-specific plan that identifies all local emergency response specifics, anticipated construction activities and areas of major risk. The plan will contain Job Hazard Analyses (JHAs) for each identified activity from our existing JHA database. During construction, implementation of the plan will be independently monitored by Mr. Rosser.

Safety tailgate meetings are held daily. Every employee working on-site must attend and participate in these discussions. These discussions help inform the employees of the surrounding hazards and what has been put in place to safeguard the hazards. These meetings not only inform our employees, they

also give them an opportunity to address their concerns and resolve them prior to starting the day's activities.

Project Safety Team

Michael Rosser: Health and Safety Manager

Mike Rosser is a proactive occupational safety and health professional who has a multi-faceted background in all aspects of occupational safety. He has over 30 years' experience in safety program development, implementation, enforcement, teaching, and general industrial operations, to include occupational safety and health, industrial hygiene, ergonomics and fire protection.

Currently operating Corporate Safety Services, LLP as a safety consultant specializing in construction and general industry, his clients include masonry, electrical, mechanical, and manufacturing companies and general contractors. His services include safety and hazard communication program development and maintenance, trend analysis, customized safety training, facility/jobsite audits, accident investigation and maintenance of required OSHA reports. As a result, clients are assisted in providing a safe and healthful working environment as mandated by the Occupational Safety and Health Administration.

Mr. Rosser's resume of his work with Filanc has been included with the rest of the Team resumes in this proposal.

Significant Injuries

Safety is key on any project site. We strive to send everyone home at the end of each day without any injuries.

The Colorado office not only has had no lost time injuries over the past 3 years, we have also had zero recordable injuries. Also, companywide, Filanc has not had any lost time injuries over the past 3 years.

We are very proud of our safety record, which each year is far below the industry standard.



FILANC SAFETY AWARD

- 2018 AGC, SAFETY EXCELLENCE AWARD FEDERAL HEAVY DIVISION
250,001-500,000 Work Hours
- 2017 AGC, CONSTRUCTION SAFETY EXCELLENCE AWARD
- 2016 | AGC, SAN DIEGO CONSTRUCTION SAFETY EXCELLENCE AWARD UTILITY DIVISION
250,000-500,000 man-hours worked
- 2013-2015 | AGC, SAN DIEGO CHAPTER 1ST PLACE CONSTRUCTION SAFETY EXCELLENCE AWARD MUNICIPAL & UTILITY DIVISION
300,001-700,000 Work Hours
- 2011 | AGC, SAN DIEGO CHAPTER 1ST PLACE CONSTRUCTION SAFETY EXCELLENCE AWARD MUNICIPAL & UTILITY DIVISION
300,001-700,000 Work Hours
- 2010 | AGC, 1ST PLACE NATIONAL CONSTRUCTION SAFETY EXCELLENCE AWARD
Municipal Division, 300,001-700,000 hours
- 2009 | AGC, SAN DIEGO CHAPTER 1ST PLACE CONSTRUCTION SAFETY EXCELLENCE AWARD
Municipal Division, 300,001-700,000 hours
- 2008 | AGC, SAN DIEGO CHAPTER CONSTRUCTION SAFETY EXCELLENCE AWARD
Municipal Division, 300,001-700,000 hours
- 2008 | AGC | CERTIFICATE OF COMMENDATION FOR EXCELLENT SAFETY RECORD, ZERO INCIDENT RATE
Heavy/Industrial Division 50,000+ hours
- 2007 | AGC, SAN DIEGO CHAPTER CONSTRUCTION SAFETY EXCELLENCE AWARD
Heavy Division, 300,001 - 700,000 hours
- 2004 | AGC, NATIONAL CERTIFICATE OF COMMENDATION FOR SAFETY
25 percent or more below the Municipal-Utilities Division incidence rate
- 2003 | AGC, SAN DIEGO CHAPTER 1ST PLACE NATIONAL CONSTRUCTION SAFETY EXCELLENCE AWARD HEAVY DIVISION
100,000-500,000 hours
- 2002 | AGC, SAN DIEGO CHAPTER SUPERINTENDENT SAFETY AWARD
Otay River Pump Station and Conveyance System
- 2002 | AGC, SAN DIEGO CHAPTER CONSTRUCTION SAFETY EXCELLENCE AWARD
Heavy Contractor, 100,000-500,000 hours



CRITERIA 8: WARRANTY PERIOD SERVICES

Criteria 8 – Warranty Period Services

Warranty Service Plan

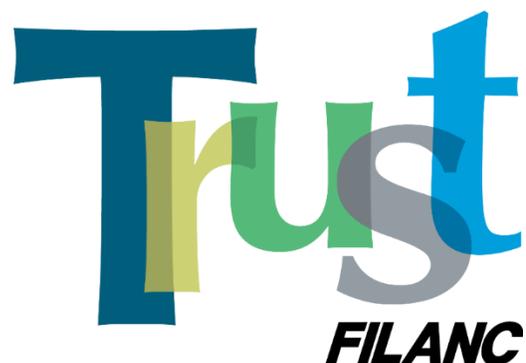
We consider a project during the warranty period to be an active, ongoing project. We will be responsive and available at any moment's notice. It is not uncommon for our projects to have 2-year warranties such as this one. Our office in Northglenn is less than 10 minutes from the project site.

Working with Suppliers on Warranty Issues

Unfortunately, the need for warranties exist because some equipment can have issues after installation and startup. Upon first communication from the City of an issue with a piece of equipment we will contact the equipment supplier to inform them there is an issue. We will coordinate all efforts with the equipment supplier to evaluate the issue and rectify it in a timely fashion.

Coordination of Warranty Period with Vendors

All vendors will sign contracts to provide a warranty equal to or exceeding the 2-year warranty stipulated in Article 2.10 of the General Conditions.





CRITERIA 9:
RFP PRICING AND
DELIVERY

Criteria 9 – RFP Pricing and Delivery

All confidential pricing information has been included in a separately sealed envelope included with this proposal.



ACKNOWLEDGEMENT AND CERTIFICATION FORMS

Acknowledgement and Certification Forms

4 ACKNOWLEDGEMENT AND CERTIFICATION

4.1 ADDENDA

By signature hereon, the Respondent acknowledges that the following addenda have been received and incorporated into this RFP. (Note not all addenda numbers below may be applicable).

No. 1 No. 2 No. 3 No. 4 No. 5 No. 6

4.2 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES:

The undersigned agrees to execute the Contract if the Respondent is selected by the CITY as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the CITY in a Notice to Proceed. The CITY reserves the right to accept or reject all Proposals and to waive Proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the Proposal due date.

- 4.2.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation to obtain a contract for CMAR services at the fee percentage (%) submitted above in Section 3.9.3.; (2) The fee percentage (%) will be used create a CMAR contract between the CITY and Respondent; (3) the CITY has made no representation or warranty, written or oral, that one or more contracts with the CITY will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 4.2.2 By signature hereon, Respondent offers and agrees to furnish to the CITY the products and/or services more particularly described in the RFP and associated documents, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 4.2.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- 4.2.4 By signature hereon, Respondent represents and warrants that:
- Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - Respondent understands (1) the requirements and specifications set forth in this RFP and (2) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - Respondent, if selected by the CITY, will maintain bonds and insurance as required by the Contract;
 - All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the CITY will rely on such statements, information and representations in selecting the successful Respondent. If selected by the CITY as the successful Respondent, Respondent will notify the CITY immediately of any material

change in any matters with regard to which Respondent has made a statement or representation or provided information.

- 4.2.5 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents to bind the company to any agreements or other contractual arrangements, which may result from the submission of Respondent's.
- 4.2.6 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of the City of Northglenn, or Respondent has not been an employee of the City of Northglenn within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the CITY entering into any contract with Respondent.
- 4.2.7 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.
- 4.2.8 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 4.2.9 By signature hereon, Respondent certifies that no public official of the City of Northglenn has a financial interest, directly or indirectly, in the transaction that is the subject of the contract. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: J.R. Filanc Construction Company, Inc.

Respondent's Federal Identification No.: 95-1758372

If a Corporation:

Respondent's State of Incorporation: California

Respondent's Charter No: C0267155

Identify each person who owns at least 25% of the Respondent's business entity by name:

Mark E. Filanc (CEO)

(Name)

(Name)

(Name)

(Name)



This Proposal is Submitted and Certified By:

David J. Kiess

(Respondent's Name)

455 W. 115th Avenue, Suite 3

(Street Address)

Northglenn, CO 80234

(City, State, Zip Code)

(Authorized Signature)

Vice President

(Title)

(303) 376-6337

(Telephone Number)

dkiess@filanc.com

(email address)

March 13, 2020

(Date)

PROPOSAL FORM

City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

PROPOSAL: Pursuant to the "advertisement for proposal" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of J.R. Filanc Construction Company, Inc. (hereinafter called **BIDDER**) organized and existing under the laws of the State of California doing business as a corporation *.
To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

Northglenn Lift Station A and Force Main Replacement Project - 2019-035

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the

NOTICE TO PROCEED and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

1) February 13, 2020

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

1. N/A per Addendum 1 Email: _____

2. _____ Email: _____

3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

1. N/A per Addendum 1 Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully submitted,



Signature

740 N Andreasen Drive, Escondido, CA 92029

Address

Omar Rodea, President

Title

March 13, 2020

Date

N/A

License Number
(If Applicable Signature)

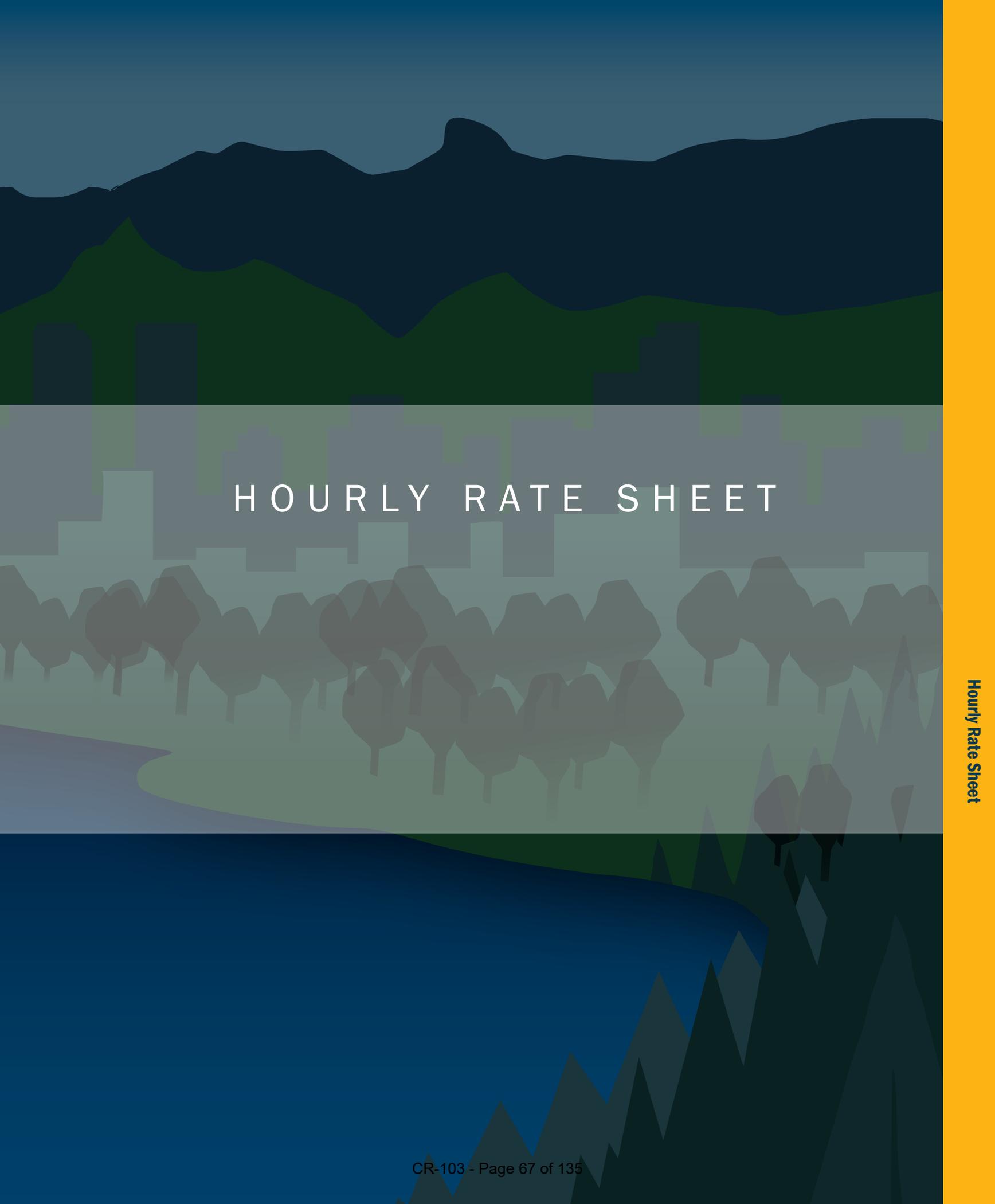
(760) 941-7130

Phone Number

(Seal, if Proposal is by a Corporation)



Attest David J. Kiess, Assistant Secretary

The background features a stylized landscape with dark blue mountains at the top, green hills below them, a greyish-blue river winding through the middle, and a row of dark green trees in the foreground. The overall color palette is muted and naturalistic.

HOURLY RATE SHEET

Hourly Rate Sheet

Our hourly rate sheet for personnel has been included in a separate sealed envelope.

The background features a stylized landscape with dark blue mountains at the top, green hills below them, a light blue river winding through the middle, and a row of dark green trees in the foreground. The word 'RESUMES' is centered in white capital letters over the river area.

RESUMES

Key Personnel Resumes

PROJECT MANAGEMENT TEAM

DELIVERY TEAM



PROJECT EXECUTIVE
JUSTIN WHITTAKER
(As needed)

SAFETY MANAGER
MICHAEL ROSSER, 15%

PHASE 1: PRE-CONSTRUCTION

PRE-CONSTRUCTION PHASE MANAGER
DAVID CAMPBELL, 100%

GMP COST ESTIMATOR
DAN EAST, 100%

VALUE ENGINEERING/CONSTRUCTABILITY
ANDY HUNLEY, 25%
RICK RIEKEN, 25%
MATT CROZIER, 25%
JUSTIN WHITTAKER, 10%

SCHEDULING
MARSHA PETERSON, 15%

PHASE 2: CONSTRUCTION

CONSTRUCTION PHASE MANAGER
DAVID CAMPBELL, 100%

PROJECT SUPERINTENDENT
ANDY HUNLEY | GENERAL SUPERINTENDENT, 100%

PROJECT ENGINEERING
MATT CROZIER | 100%

QA/QC
MATT CROZIER | QA/QC LEAD

SCHEDULING
MARSHA PETERSON | LEAD SCHEDULER

*PERCENTS REPRESENT AVAILABILITY FOR THE PROJECT

Justin A. Whittaker

Regional General Manager



Justin has been in the construction industry for over 20 years. Mr. Whittaker serves as the General Manager for the Rocky Mountain Region responsible for the daily operations issues for projects in the region. These issues include, among many other duties, supervising all superintendents, directing the implementation of schedules to assist in the management of field resources, providing input and review of construction schedules and maintaining effective communications with owners, owner's representatives and engineers. Justin also serves as the cost estimator for all of the Rocky Mountain Region projects and serves as the GMP cost estimator on all design-build and CMAR projects. Mr. Whittaker has personally estimated over \$750MM in Colorado projects in the last 10 years.

Mr. Whittaker has held a wide range of job positions which has given him extensive experience with many aspects of the construction process with both water and wastewater treatment plants. These positions include President, Director of Preconstruction, Chief Estimator, Project Manager, Lead Estimator, as well as Business Development and Marketing. Having worked in various levels of the construction process, Mr. Whittaker's considerable knowledge and skills he has gained over his career of the entire construction process ensures a successful and high-quality project.

Experience

23 years

Joined Firm

2011

Certifications

Design Build Institute of America (DBIA) Certificate of Mastery

Organizational Leadership

Rocky Mountain Region DBIA Board Member and past Water / Wastewater Committee Chair

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Regional General Manager/Project Executive. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station includes an integral electrical room equipped with variable

frequency drives, motor control centers, control panels, and transfer switch.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

Regional General Manager/Project Executive. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the electrical portion of the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition

Justin A. Whittaker

Regional General Manager

assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

Preconstruction Manager/GMP Estimator. \$12.4 million. This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum daily load on the Gunnison River or Blue Mesa Reservoir.

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

Preconstruction Manager/GMP Estimator. \$5.85 million. Construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping, electrical, and instrumentation and controls.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Preconstruction Manager/GMP Estimator. \$5.2 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process is currently used for digester heating, with the remainder flared in a waste gas burner.

Stapleton Filing 52 PRV, Park Creek Metropolitan District, Denver, Colorado

Regional General Manager. \$553,000. As a subcontractor to Mortenson, Filanc is installing a new Denver Water PRV vault that includes HVAC and plumbing.

Pawnee Station, Xcel Energy, Fort Morgan, Colorado

Regional General Manager. \$657,187. Filanc is working as a subcontractor to Great Lakes Environmental. On this project we will be providing piping, underdrain, concrete structures, precast inlets and a new pump station.

Georgetown Lake Lagoon Dredging Project (CMAR), Town of Georgetown, Colorado

Preconstruction Manager/GMP Estimator. \$2 million. This project involves the dredging of the Georgetown Lake down to 20-feet in depth. Crews will be removing approximately 70,000 cy of sediment from the lake and placing it on shore. The sediment will then be dewatered and utilized as structural fill by the developer of

the adjacent property.

DRWSP North and South Complex Water Quality Improvements (Design-Build), Board of Water Commissioners, Denver, Colorado

Regional General Manager. \$844,000. This project consists of designing and constructing a water quality destratification system including a small utility building, destratification equipment, power, controls, instrumentation and diffuser line for four different reservoir sites. Ancillary systems to support this include heating and ventilation, hydrogen sulfide gas detection, site security, and lighting.

L/E WWTP Bar Screens Replacement Project 2018 (Design-Build), Littleton/Englewood WWTP, Englewood, Colorado

Regional General Manager. \$465,000. This project includes all necessary demolition and removal of two existing bar screens, design and construction of new equipment including any installation devices, power supply, SCADA connectivity as well as bypass pumping as needed, installation of the two new bar screens, and testing and commissioning of the new equipment.

Promenade and 92nd Waterline Project, City of Westminster, Colorado

Regional General Manager. \$2.1 million. This \$2.1 million project consists of replacing deteriorating sections of 36" (860 LF) and 24"(540 LF) restrained Ductile Iron Pipe that have become problematic for the City Operations crews over the last several years. These water transmission mains are critical in meeting the

Justin A. Whittaker

Regional General Manager

current water demands of the City of Westminster. The sites are located near two commercial strip shopping centers that will impact the surrounding roadways and landscape areas as well as the traffic in or near these work sites. The project has two other work sites that have scope consisting of removing and replacing pipe, valves and fittings in a deteriorated 20" Valve Vault located in the middle of a major street intersection; and the replacing of a failing culvert pipe that flows raw water into Standley Lake.

Parker Water Resource Centralization Project Well House Modifications, Parker Water and Sanitation District, Colorado

Regional General Manager. \$6.5 million. The Work under this subcontract includes all mechanical modifications at the Parker North Peaking Well, Parker Ridge Peaking Well, Rueter Hess Well Facility, Regional Pump House, Hess 1 Well Facility, Hess 2 Well Facility, Neu Towne Well Facility, Bradbury Well Facility, Regency Well Facility, and Bulk Fill Station.

Ault Wastewater Treatment Facility Improvements (CMAR) Project, Town of Ault, Colorado

GMP Cost Estimator, Regional General Manager. \$3.48 million. This CMAR project consists of constructing a new 0.15 MGD WWTP to provide preliminary and secondary treatment of wastewater that is collected by the Town of Ault. Major elements of construction include new single basin nutrient removal (SBNR), headworks improvements, rectangular clarifiers, selector tank, and a pre-engineered metal building. Equipment installed on this project includes grit collection

and pumping equipment, return and waste activated sludge pumps, chemical feed systems, UV disinfection, process piping, valves, monitoring equipment, blowers, and a new SCADA system.

Northglenn Water Treatment Facility, City of Northglenn, Colorado

Regional General Manager, Project Manager. \$1.7 million. The Northglenn Water Treatment Facility Improvements project included the construction of a new rapid mix and flocculation facility, addition of a new sodium permanganate feed system, associated piping and vaults for raw water feed to the new flocculation facility, and connections to existing piping to existing clarifiers. Electrical, mechanical, and control equipment were also included for operation of the new facility.

Radio and Telemetry System Upgrade Project (CMAR), Eagle River Water & Sanitation District, Avon, Colorado

Preconstruction Manager/GMP Estimator. \$5.5 million. The RTU project consists of full replacement of existing Supervisory Control and Data Acquisition (SCADA) equipment at eighty-two (82) distribution sites including wells, water storage tanks, booster pump stations, pressure reducing stations and plants throughout the Vail Valley. Work at each site includes the installation of a radio network, removal and replacement of programable logic controllers (PLCs), integration and testing of PLC programs, and all associated appurtenances to complete a fully functioning SCADA system and radio network.

Dowd Junction Lift Station 4 Repairs (CMAR), Eagle River Water & Sanitation District, Avon, Colorado

Preconstruction Manager/GMP Estimator. \$150,000. This project involves significant full bypassing of the lift station while working in both the wet well and dry well. Work includes concrete repairs, structural steel replacement, ladder removal, repairs to the wet well roof, and dry well steel walls and floor, and new coatings in both wells.

ADWF Concrete and Fluoride Improvements (CMAR), Upper Eagle Regional Water Authority, Avon, Colorado

Preconstruction Manager/GMP Estimator. \$1.7 million. This project is divided into ten distinct areas within the ADWF. Improvements include replacement of the MCC, concrete, painting, piping, fluoride feed system, SCADA, electrical mechanical equipment, and HVAC improvements in the Waste Room, Raw Water Gallery, Polymer Room, Fluoride Room, Sodium Hypochlorite Room, Chlorine Pump Room, Potassium Permanganate Area, Ozone Contact Chamber and Channel, and Sedimentation Basin 3.

ADWF Clearwell, Settling, and Basin Hydraulics (CMAR), Upper Eagle Regional Water Authority, Avon, Colorado

Preconstruction Manager/GMP Estimator. \$1.3 million. This project includes improvements to four basins or channels within the Avon Drinking Water Facility including modifications to the splitter box to control and properly distribute flow to the downstream flocculation

Justin A. Whittaker

Regional General Manager

and sedimentation basins, removal and installation of new settling enhancement technology, chemical feed system modifications, replacement of settler overflow weirs and troughs, modifications to existing basins to allow effluent from the settling basin to properly mix before treatment in the filters, new concrete walls to isolate the clearwell, and new baffle curtains.

95th & Federal Lift Station Force Main Rehabilitation, City of Westminster, Colorado

Regional General Manager.

\$701,580. Rehabilitation of approximately 600 linear feet of 6-inch cast iron pipe force main by cured in place pipe (CIPP) liner, and 600 linear feet of 6-inch PVC DR14 through open cut. 6-inch host pipe constructed in 1959. Other work includes but is not limited replacement of an existing manhole, installing a new manhole, lining an existing manhole and the two new manholes, and piping replacement at the lift station site. Installation of a new fiber optic communications cable through HDD methods. This project also included sewer bypass pumping, traffic control, asphalt patching and dewatering.

Bachelor Gulch 1 Booster Pump Station Improvements, Upper Eagle Regional Water Authority, Avon, Colorado

Regional General Manager.

\$487,000. This project includes demolition of existing pump station equipment; installation of pump around connections, new booster pumps, suction and discharge piping, valves, motor control center, remote terminal unit, space heater, and associated appurtenances.

Windsor WWTP Chemical Feed System, Town of Windsor, Colorado

Regional General Manager.

\$237,700. This project includes construction of a reinforced concrete and masonry chemical storage area, a 6,000 gallon plastic chemical storage tank, a triplex chemical metering pump, and chemical conveyance piping at the Windsor wastewater treatment plant.

Bennett New Elevated Water Storage Tank, Town of Bennett, Colorado

Regional General Manager. \$2.2 million. Construction on this project includes a new 0.5 million gallon elevated multi-column steel water storage tank and control building to provide water storage for the Town of Bennett, Colorado. Work also includes construction of a new single story, wood framed control building with a metal roof. Equipment for this project includes a recirculation pump, process piping, valves, monitoring equipment, chemical injection assemblies, electrical equipment, instrumentation, plumbing and HVAC.

Honeywell/Lyons Design-Build Wastewater Treatment Facility Upgrade, Town of Lyons, Colorado

Phase 1 Preconstruction Manager/Regional General Manager.

\$4.85 million. Filanc was part of the design-build team that prepared a full preliminary design and design-build proposal for a new 0.381 MGD advanced WWTF to serve the Town of Lyons. The scope of work included fees, permits, design and engineering, equipment/material selection, state plan submittal, construction, compliance, and commissioning.

As part of this energy performance contracting effort, the upgrades improved technical processes and operation, and allowed for significant cost savings. The project also included design of a new raw sewage influent pump station and numerous other pumping systems throughout the facility.

Lyons WWTP Flood Recovery (CMAR) Project, Town of Lyons, Colorado

Project Manager, GMP Cost Estimator.

\$270,000. Filanc was contracted under an emergency order by the Town of Lyons and FEMA to repair the plant and bring it back online as soon as possible after the flood of 2013. He oversaw the crews who were dedicated to restore the plant so the Town could begin rebuilding. Coordination involved working with the town personnel and the National Guard as the only access in to the Town was through a National Guard checkpoint. Once the treatment plant was back online the heavily damaged sewer collection system and water distribution system began to be repaired and restored. Filanc was proud to be a part of the Town's massive recovery project.

Heartland Biogas (Design-Build) Project, EDF Renewable Energy, Weld County, Colorado

Regional General Manager.

\$34 million. This project used a complete mix anaerobic digester system to produce up to 4,700 MM Btu of biogas daily making it one of the largest anaerobic digester facilities in the United States. The anaerobic digestion system converted organic feedstock and dairy cow manure into raw biogas which is then processed into pipeline quality RNG. The waste conversion process precluded the release of pollutants to the environment and reduced the emission of significant amounts of greenhouse gas to the atmosphere. The digester facility produced three major outputs, including a renewable natural

Justin A. Whittaker

Regional General Manager

gas, organic compost amendment and liquid soil amendment products.

City and County of Broomfield Zuni Chlorination Station (Design-Build), City and County of Broomfield, Colorado

Design-Build Manager, GMP Cost Estimator. \$2.1 million. Filanc served as a joint venture partner to complete this design-build project. The team designed and constructed a new facility on site, replacing an existing building constructed in 1987, to house new chemical storage tanks and mechanical equipment to sample and inject into the distribution system. The station was monitored with a SCADA system which was upgraded as part of the construction. The existing system remained operational during the entire construction process with only limited shut-downs allowed, all of which were completed utilizing MOPO planning and coordination.

Tesla EDS Valve Replacement and Modifications – Phase I, Colorado Springs Utilities, Colorado

Regional General Manager, Project Manager. \$500,000. Work included demolition of the existing Baily sleeve vales and electric actuators, existing class 400 spools between existing spherical valve and Baily sleeve vales on Trains 1 and 2 and other miscellaneous demolition. Work also included the installation of the Owner-supplied class 600 VAG horizontal axial flow control valve and electric actuators and class 400 carbon steel pipe, installation of discharge piping downstream of the Owner-supplied VAG horizontal flow control valves, installation of underhung bridge crane and structural beam supports, and installation of

conduit runs, instrument panels, automatic control switches, and power panels.

SFCSD Headworks & Dewatering Building Project, South Fort Collins Sanitation District, Colorado

Regional General Manager, Project Manager. \$13 million. Justin oversaw this challenging project that included deep, engineered structural and pipeline excavations, as well as significant yard pipe, mechanical, and architectural work to construct a new headworks building and dewatering facility.

Raw Water Manifold Pipe Replacement (Design-Build), City and County of Broomfield, Colorado

Regional General Manager, Project Manager. \$39,970. The City and County of Broomfield operates a raw water pump station that conveys water supply runoff from snowmelt into a raw water reservoir. The pump station can only be operated after a designated date in the spring. To maximize their ability to capture water, Broomfield required repairs to the pump station within less than six weeks. Filanc provided a turnkey “Master Builder” solution for this project, serving as both the engineer and the contractor to replace a 60-year-old, 24-inch steel raw water pump manifold. The project required designing and fabricating an exact replica of the manifold with outlet nozzles for six pumps that would mate perfectly to the existing pump installations. The project was completed on budget and ahead of schedule.

Leprino Foods Wastewater Treatment System, Leprino Foods Company, Colorado

Estimator. \$15 million. Leprino Foods Company constructed a new wastewater treatment plant to handle high strength and low strength waste flows from the industrial Cheese Processing Factory.

Cherry Creek Lift Station No. 15, City of Aurora, Colorado

Estimator. \$2.5 million. This project for the City of Aurora included the construction of a new 2.96 million gallons per day (MGD) wastewater pumping facility.

PAR 1170 Lift Station FARS, Denver Metro Wastewater Reclamation District, Denver, Colorado

Estimator. \$44,035. The project involved replacing pipe, valves, fittings, and a centrifugal pump at the lower level of the Brantner Gulch Lift Station.

Powder Activated Carbon Silo and Feed System at the Bellevue Water Treatment Plant, City of Greeley, Colorado

Regional General Manager. \$467,000. Work included the installation of a new 12-foot diameter by 40-foot tall epoxy coated steel silo for storage of activated carbon with a hopper and feed system at the base. Complete electrical and control system for the equipment and its integration with the water treatment plant was also included in the scope of work.

St. Vrain Wastewater Treatment Plant, St. Vrain Sanitation District, St. Vrain, Colorado

Estimator. \$25 million. This project was a six million gallons per day (MGD) expansion of the existing wastewater treatment plant.

Justin A. Whittaker

Regional General Manager

Black Squirrel Wastewater Treatment Facility, Cherokee Metropolitan District, Colorado

Estimator. \$15.3 million. This project included the construction of a new six million gallons per day (MGD) wastewater treatment facility, force main, and lift station.

Platte Canyon Wastewater Treatment Facility, Platte Canyon School District No. 1, Colorado

Estimator. \$769,200. Construction included installation of new collection pipeline and a new three stage concrete aerated lagoon and treatment plant for the Platte Canyon School District No. 1.

Cherry Creek Lift Station No. 15, City of Aurora, Colorado

Estimator. \$2.5 million. This project for the City of Aurora included the construction of a new 2.96 million gallons per day (MGD) wastewater pumping facility.

Farmers Korner North Plant, Upper Blue Sanitation District, Colorado

Estimator. \$26.9 million. This project included a four million gallons per day (MGD) expansion of the existing wastewater treatment plant.

James R Dilorio WRF, City of Pueblo, Colorado

Estimator. \$19.6 million. This project included construction of an ammonia and nutrient removal process at the existing plant.

Aeration Basin & Blower Building Roof Replacement, Evergreen Metropolitan District, Colorado

Estimator. \$1.7 million. The Aeration Basin & Blower Building Roof Replacement, completed for the Evergreen Metropolitan District,

included removing existing twin tee roof and installing a flat aluminum deck over existing basins.

Ute Filter Expansion Project, Ute Water Conservancy District, Colorado

Estimator. \$5.8 million. The Ute Water Conservancy District constructed the expansion of the water treatment plant filters and underdrains in a new building.

Pine Valley Filter Rehab, Colorado Springs Utilities, Colorado

Estimator. \$149,600. This project was the rehabilitation of the existing filter underdrain system and replacement of media for Colorado Springs Utilities.

Zones 2 & 3 Pump Station, City of Thornton, Colorado

Estimator. \$4.3 million. The City of Thornton constructed a new 20 million gallons per day (MGD) pump station.

UV Disinfection Project, Frisco Sanitation District, Colorado

Estimator. \$1.25 million. New UV building and equipment at the existing plant was constructed by Frisco Sanitation District.

Fountain Valley Authority WTP Dry Emergency Chemical Scrubber, Colorado Springs Utilities, Colorado

Estimator. \$185,750. Construction of this project included a new emergency chlorine chemical scrubber system for the Fountain Valley Authority water treatment plant. **Estimator.** \$26.9 million. This project included a four million gallons per day (MGD) expansion of the existing wastewater treatment plant.

David Campbell

Project Manager



Mr. Campbell is a project manager for the Rocky Mountain Region of Filanc. He has more than 30 years of experience in all phases of heavy and industrial construction projects with an emphasis on wastewater and water infrastructure. Mr. Campbell has progressed through the positions of field and project engineer, superintendent and senior project manager on treatment plant projects ranging in value from \$500,000 to over \$45M. He has also served as design-build advisor, preconstruction manager, and overall project team manager on alternative delivery projects including Design-Build and CMAR. As Project Manager, Mr. Campbell has overall responsibility for delivering projects safely while upholding high standards of quality and client service.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

Preconstruction/Construction Project Manager. \$8.5million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the electrical portion of the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

Radio and Telemetry System Upgrade Project (CMAR), Eagle River Water & Sanitation District, Avon, Colorado

Project Manager. \$5.5 million. The RTU project consists of full replacement of existing Supervisory Control and Data Acquisition (SCADA) equipment at eighty-two (82) distribution sites including wells, water storage tanks, booster pump stations, pressure reducing stations and plants throughout the Vail Valley. Work at each site includes the installation of a radio network, removal and replacement of programable logic controllers (PLCs), integration and testing of PLC programs, and all associated appurtenances to complete a fully functioning SCADA system and radio network.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Project Closeout Manager. \$5.4 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas

Education

B.S., Geophysical Engineering - Colorado School of Mines

Project Manager Academy, National Center for Construction Education and Research - Clemson University

Experience

31 years

Joined Firm

2019

Professional Affiliations

- Colorado Contractors Association (CCA)
- Design Build Institute of America (DBIA)

David Campbell

Project Manager

produced during the anaerobic digestion process is currently used for digester heating, with the remainder flared in a waste gas burner.

Denver Water Foothills Treatment Plant Process Improvements (CMAR), Board of Water Commissioners, Denver, Colorado

Preconstruction/Construction Project Manager. \$8.2 million

This project was included multiple process improvements throughout the Foothills treatment plant. Due to an accelerated schedule, this project was delivered by CMAR.

Lower Basin Water Treatment Facility (CMAR), Town of Eagle, Colorado

Preconstruction Manager. \$24 million. This project involved the construction of a new submerged membrane potable water treatment facility for the Town of Eagle, Colorado delivered via CMAR.

Santa Ana Wastewater Reclamation Facility (Design-Build), Rio Rancho, New Mexico

Principal-in-Charge/Preconstruction Manager. \$19.5 million. This design-build project included a new wastewater treatment facility, a new headworks facility, new membrane bioreactors, a sludge dewatering building, a washwater pump station, and the conversion of an existing SBR basin to an aerobic digester.

Edwards Wastewater Treatment Facility Solids Handling Improvements, Eagle River Water & Sanitation District, Edwards, Colorado

Principal-in-Charge. \$21 million.

This project provided improvements to the existing 3 MGD Edwards WWTF and enhanced the existing headworks facility.

Hillcrest Reservoir Basin and Pump Station Replacement Project (CMAR), Board of Water Commissioners, Denver, Colorado

Constructability/Value Engineering.

\$100 million. Mr. Campbell provided constructability and value engineering for this project that consisted of removing two existing conventionally reinforced concrete storage basins with a combined capacity of 30MG and replacing them with three new circular pre-stressed tendon-type concrete basins with a combined capacity of 45MG. This project also included replacing the existing 115MGD pump station with a new structure, piping, pumps and motors (6700hp), motor controls, and switchyard. Additional project components include yard piping improvements, access roads, drainage improvements, and site grading.

Dual Media Filters Phases 3 & 4 Upgrade and Expansion (CMAR), Clark County Water Reclamation District, Las Vegas, Nevada

Principal-in-Charge. \$94 million. This CMAR project increased the facility's overall digestion capacity. Construction included a new primary sludge screening and thickening facility with 16 granular media filters with a nominal capacity of 65MGD.

Loveland Wastewater Treatment Plant, City of Loveland, Colorado

Project Manager. \$7 million. This project included a new step feed aeration basin, new blower building, new ultraviolet disinfection facility, modifications to the existing

headworks facility, and other miscellaneous site improvements. The project required multiple tie-ins to existing pipelines and were all performed without disruption to existing plant operations.

Foothills Water Treatment Plant, Board of Water Commissioners, Denver, Colorado

Project Manager. \$29 million. This was a \$29M expansion and upgrade to an existing potable water treatment plant. This project included a new 25MG post tensioned concrete tank, upgrades to existing floc-sed basins, replacement of existing filter media, modifications to the backwash pumping facility, a new chlorine disinfection building and miscellaneous chemical feed modifications and site improvements. Significant portions of the project were completed during two consecutive low flow periods during the winter months. The project was completed ahead of schedule and with no disruptions to plant operations.

Allen Water Treatment Plant Improvements, City of Englewood, Colorado

Project Manager. \$12 million. Mr. Campbell served as Project Manager for a \$12M expansion and improvements project to an existing 28MGD water treatment plant. The project included a new pretreatment facility, upgrades to the existing polymer and sodium hypochlorite feed systems, replacement of filter underdrains and media, and a new sludge dewatering building. The project also included significant renovations to the existing treatment plant building. The new pretreatment facility greatly reduced turbidity of the raw

David Campbell

Project Manager

water, which in turn substantially improved filter efficiency and finished water quality.

PAR 1116 North Bar Screen & Grit Improvements, Metro Wastewater Reclamation District, Denver, Colorado

Design-Build Advisor/Area Manager. \$17.8 million. Mr. Campbell served as Design-Build advisor and provided Area Manager Oversight for the \$17.8M improvements to the existing north headworks facility at the R.W. Hite Treatment Facility. He provided executive leadership of the construction staff and participated in design workshops, constructability reviews and value engineering analysis. The project included the replacement of existing mechanical bar screens and screening handling equipment, new grit basins and grit handling facility, emergency overflow diversions channel, a new electrical building and miscellaneous site improvements. This project was completed ahead of schedule and under budget with minimal impact to the existing plant operations.

Williams Wastewater Reclamation Facility, City of Williams, Arizona

Principal-in-Charge/Preconstruction Manager. \$12.5 million. This project was the construction of a new 1.5MGD wastewater treatment plant for the City of Williams, Arizona.

Section 18 Wastewater Reclamation Facility, City of Bullhead City, Arizona

Principal-in-Charge/Preconstruction Manager. \$18.5 million. This was the construction of a new Membrane Bioreactor (MBR) wastewater reclamation facility for the city of Bullhead City, Arizona.

Frito Lay Solar Project (Design-Build), Casa Grande, Arizona

Design-Build Manager. Proprietary value. Mr. Campbell was the Design-Build Manager for this 3.5MW solar facility that was installed for the existing chip manufacturing facility. This solar facility utilized three distinct solar power generating technologies: single axis flat panel photovoltaic (PV), dual axis concentrating PV, and solar concentrators coupled with sterling engines.

Mariposa/Cabazon Water Reclamation Facilities (Design-Build), City of Rio Rancho, New Mexico

Design-Build Manager. \$15 million. This was the construction of two new MBR wastewater reclamation facilities to serve new residential developments in Rio Rancho, New Mexico. These facilities were constructed to allow for high quality effluent discharge for groundwater infiltration. The process selected for these facilities was a Membrane Bioreactor (MBR) to meet effluent limits and provide a system with a small footprint in a highly visible location in the residential development. The Mariposa WRF has a 1.5 MGD capacity, while the Cabazon WRF has a 1.8 MGD capacity. *This project was the winner of the 2007 Design-Build Institute of America (DBIA) Best Water/Wastewater Project under \$15M.*

Las Vegas Wastewater Treatment Plant Ultraviolet Disinfection, Colorado Springs Utilities, Colorado Springs, Colorado

Principal-in-Charge. \$14 million. The project was the construction of a new ultraviolet disinfection facility and miscellaneous improvements at the existing Las Vegas Street

Wastewater Treatment Plant.

North Headworks Improvements, Metro Wastewater Reclamation District, Denver, Colorado

Principal-in-Charge/Preconstruction Manager.

\$17.5 million. This project included various additions and improvements to the existing headworks facility, expansion to the existing grit facilities, a new grit building, and miscellaneous improvements to the existing wastewater treatment plant.

Frito Lay Water Reuse Project, Casa Grande, Arizona

Principal-in-Charge/Preconstruction Manager.

\$15 million. This project included the construction of a new water reuse treatment facility to support client initiative for “near net zero” water consumption at the chip factory located in Casa Grande, Arizona.

Ralston Water Treatment Plant, City of Arvada, Colorado

Superintendent. \$6 million. This project included the expansion and improvement to the Ralston potable water treatment plant for the City of Arvada.

Federal Center Reservoir and Pump Station, Denver, Colorado

Superintendent. \$1.8 million. This project included the construction of a new potable water concrete storage tank and pump station to replace elevated water tanks at the Denver Federal Center.

Brighton Reverse Osmosis WTP, City of Brighton, Colorado

Superintendent. \$6.5 million. Construction of a new Reverse Osmosis Water Treatment Plant for the City of Brighton.

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Dan East

Senior Estimator



With over 40 years in the construction industry, Dan is familiar with all facets of water and wastewater infrastructure. For 10 years, he founded and managed a diverse company specializing in water and wastewater treatment facilities. Dan was responsible for administering and managing the day-to-day activities for construction in New Mexico, Colorado, and Arizona. He has a strong background in estimating government specifications and a thorough knowledge of construction costs, budgeting, forecasting, and scheduling.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Cost Estimator. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station includes an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.

SPWRP Civil-Electrical Improvements (CM/GC), South Platte Water Renewal Partners, Englewood, Colorado

GMP Estimator. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the electrical portion of

the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

GMP Estimator. \$12.4 million. This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum daily load on the Gunnison River or Blue Mesa Reservoir.

Education

B.S. Construction Management
Colorado State University

Experience

42 years

Joined Firm

2018

Certifications

- Licensed Qualifier, State of New Mexico GA98, GF98
- Licensed Qualifier, State of Arizona A General Engineering
- 2010 President of National Utility Contractors Association (NUCA)
- Recipient of NUCA Safety Award, 2006 & 2007

Dan East

Senior Estimator

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

GMP Estimator. \$5.85 million. Construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping, electrical, and instrumentation and controls.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

GMP Estimator. \$5.2 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process is currently used for digester heating, with the remainder flared in a waste gas burner.

Agua Fria Booster Pump Station, City of Peoria, Arizona

Senior Estimator. Construction for this project consists of coordination with Arizona Public Service for the design and required equipment to bring power to the site for the new booster station, procurement of the pump cans and pumps, deep excavations for the installation of the pump can foundations, pump cans and concrete columns, discharge headers and piping, installation and setting of new pump cans, below grade piping and electrical, pump station concrete slab, above ground piping, infrastructure for new ATS power service, chlorine

facility, new electrical building, installation of electrical and controls, programming, startup and functional testing, disinfection and commissioning.

Tierra Del Rio Lift Station Improvements (Design-Build), City of Peoria, Arizona

Senior Estimator. Using their Job Order Contract (JOC), the City of Peoria hired Filanc to design and construct improvements to the Tierra Del Rio Lift Station by design-build delivery. Scope of the work included design, bypass pumping during the rehabilitation efforts, traffic control for the bypass pumps and piping, demolition of the existing discharge piping and wet well lid. New construction included, rehabilitation of the wet well concrete and coatings, new submersible pumps and discharge piping, new wet well lid and access hatch, installation of a new odor scrubber and wet well wizard, installation of new electrical, instrumentation and controls improvements.

24th Street WTP 2013 Rehabilitation CMAR, City of Phoenix, Arizona

Senior Estimator. Filanc served as the CMAR for the 24th Street WTP 2013 Rehabilitation Project. The original scope included replacement of the steel chlorine solution piping, rehabilitation and alignment of the existing horizontal flocculator equipment and drives in five basins, demolition of the existing sedimentation equipment and replacement with new equipment, extensive concrete repairs in both the flocculation and sedimentation basins, modification of the existing 30-inch redundant water supply line, installation of cathodic protection for the new sedimentation equipment,

and electrical and controls for the new sedimentation equipment, cathodic protection and chlorine equipment.

Additional scope was added to the project utilizing the project's allowance and contingency. The additional scope included additional EI&C to install local disconnect switches for the sedimentation equipment, installing torque limit switches for the cross collector drives, additional concrete repairs and concrete injections, repairs and alignment of the weirs in the sedimentation basins and replacement of the flocculation stuffing box drain lines for all eight flocculation basins.

Union Hills WTP 2016 Rehabilitation CMAR, City of Phoenix, Arizona

Senior Estimator. Filanc is serving as the CMAR for the Union Hills WTP Rehabilitation Project. Filanc is currently working with the City and Wilson Engineers to finalize the GMP for construction, scheduled to start in November 2018. Construction on this project consists of major site-wide EI&C replacement and modifications for the RAW water pumps station electrical building, finish water pump station electrical building, aeration blowers, administration building, and the installation rerouting of 4160v underground feeders,

The major portion of this work includes the RAW pump station electrical building, finish water pump station electrical building, administration building electrical and chlorine scrubber system that will be performed during a four-month plant shutdown, scheduled to start November 2019. To complete this during the plant shutdown, extensive planning and coordination with multiple

Dan East

Senior Estimator

players will have to take place to prepare comprehensive MOPO's, construction activities, and startup and commissioning plans to bring the plant on-line by the end of the shutdown.

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Andy Hunley

General Superintendent



As Project Superintendent Mr. Hunley coordinates and supervises multiple field construction projects and directs all field personnel to achieve project completion on schedule and within contract specifications. With over 20 years of professional experience, Andy is committed to quarterbacking internal teams through the exchange of knowledge, experience and goal sharing to optimize strategies and operational activities.

He is responsible for managing self-performed employees and subcontractors in all trades and performing project documentation controls, budget management, project safety audits, risk analysis and interpretation of plans and specs.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

General Superintendent. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the electrical portion of the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

General Superintendent. \$7.6 million. The completed 33rd Street Pump

Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station includes an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

General Superintendent. \$5.85 million. Construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two (2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping,

Experience

24 years

Joined Firm

2013

Professional Affiliations

- US Army COE – Superintendent Cert
- OSHA Certification
- CPR and First Aid
- Supervisory Training
- Gold Hard Hat Award

Andy Hunley

General Superintendent

electrical, and instrumentation and controls.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

General Superintendent. \$12.4 million (GMP). This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum daily load on the Gunnison River or Blue Mesa Reservoir.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

General Superintendent. \$5.4 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process is currently used for digester heating, with the remainder flared in a waste gas burner.

Stapleton Filing 52 PRV, Park Creek Metropolitan District, Denver, Colorado

Superintendent. \$553,000. As a subcontractor to Mortenson, Filanc is installing a new Denver Water PRV vault that includes HVAC and plumbing.

Parker Water Resource Centralization Project Well House Modifications, Parker Water and Sanitation District, Colorado

Superintendent. \$6.5 million. The Work under this subcontract includes all mechanical modifications at the Parker North Peaking Well, Parker Ridge Peaking Well, Rueter Hess Well Facility, Regional Pump House, Hess 1 Well Facility, Hess 2 Well Facility, Neu Towne Well Facility, Bradbury Well Facility, Regency Well Facility, Bulk Fill Station, Clarke Farms Well Facility, Reatta North Well Facility, and Rowley Downs Well Facility. These well house modifications will transition the District from chlorine gas to monochloramine disinfection utilizing sodium hypochlorite and liquid ammonium sulfate. Work on the project also includes a new concrete water storage tank and a new pump station.

L/E WWTP Bar Screens Replacement Project 2018 (Design-Build), Littleton/Englewood WWTP, Englewood, Colorado

Superintendent. \$465,000. This project includes all necessary demolition and removal of two existing bar screens, design and construction of new equipment including any installation devices, power supply, SCADA connectivity as well as bypass pumping as needed, installation of the two new bar screens, and testing and commissioning of the new equipment.

95th & Federal Lift Station Force Main Rehabilitation, City of Westminster, Colorado

Superintendent. \$529,000. Rehabilitation of approximately 1,200 linear feet of 6-inch cast iron pipe force main by cured in

place pipe (CIPP) liner. 6-inch host pipe constructed in 1959. Other work includes but is not limited replacement of an existing manhole, installing a new manhole, lining an existing manhole and the two new manholes, and piping replacement at the lift station site. Installation of a new fiber optic communications cable.

2015 Water Treatment Facilities Improvements, City of Westminster, Colorado

Superintendent. \$2.8 million. This project includes various improvements at the Semper Water Treatment Facility and the Northwest Water Treatment Facility for the City of Westminster.

Work at the Semper WTF includes improvements to the Lime Feed system including new fiberglass troughs, ventilation improvements, lime removal, miscellaneous piping and painting; Filtration System improvements which includes a backwash control valve, secondary backwash systems, surface wash systems, removing and replacing all filter media in existing filters; Sediment Basins improvements including removing and replacing existing baffles; Ferric Chloride piping improvements including demo and removal of a booster pump station, removing and replacing four ferric feed piping towers and calibration columns, and installation of new Teflon tubes; Bulk Caustic Soda Storage Tank Fill piping improvements; Sodium Permanganate piping improvements; and Sediment Basin chemical injection junction box piping.

Work at the Northwest WTF includes improvements to the caustic (sodium hydroxide) piping, NaOC1 (sodium hypochlorite) piping, KMnO4 (potassium

Andy Hunley

General Superintendent

permanganate) piping, a new catwalk for O.R.P, ASRF (membrane backpulse) connection to high service pump station that included new 12" welded steel pipe, PRVs and new butterfly valves, and installation of a new 24" raw water sleeve valve and bypass pumping.

Littleton/Englewood WWTP Gates Repairs and Replacement, and Bar Screen Replacement (Design-Build), City of Englewood, Colorado

Superintendent. \$423,000. This design-build project included Solids Contact Tanks area slide gates repairs, Headworks slide gates replacements and one gate removal, removal of a slide gate at the Final Clarifier area, and replacement of a bar screen in the Headworks building. Filanc was the Master Builder on this project, doing both the engineering and constructing.

Lyons WWTP Flood Recovery (CMAR) Project, Town of Lyons, Colorado

Superintendent. \$270,000. Andy was responsible for all coordination of project objectives and supervision of Filanc personnel. Filanc was contracted under an emergency order by the Town of Lyons and FEMA to repair the plant and bring it back online as soon as possible after the flood of 2013. He oversaw the crews who were dedicated to restore the plant so the Town could begin rebuilding. Coordination involved working with the town personnel and the National Guard as the only access in to the Town was through a National Guard checkpoint. Once the treatment plant was back online the heavily damaged sewer collection system and water distribution system began to be repaired and restored. Filanc was

proud to be a part of the Town's massive recovery project.

Ault Wastewater Treatment Facility Improvements (CMAR) Project, Town of Ault, Colorado

Superintendent. \$3.48 million. This CMAR project included improvements to the headwork's area including a new grit removal system, upgrades to the existing fine screen, influent channel modifications, relocating the influent parshall flume flow meter, a new SBNR secondary treatment basin, floating aeration chains, suspended diffusers, and inlet and outlet piping. Work also included the dewatering and de-commissioning of an existing lined polishing pond and large aeration lagoon, two new concrete secondary rectangular clarifiers with new RAS and WAS pumping system, a new high-efficiency aeration system, associated yard piping and valves, upgraded facility electrical service, a motor control center with a new emergency generator, and a facility SCADA system.

The existing aeration lagoons were converted into aerated sludge holding basins and the existing chlorine contact basin was converted to an operations building. The new building included a RAS/WAS pump gallery, chemical storage, effluent flow metering and sampling, process aeration blowers, operations control room, laboratory and restroom/shower facilities in the upper level, and new UV disinfection. Filanc also completed the construction and installation of a new biosolids dewatering building with dewatering equipment and miscellaneous site work.

Heartland Biogas (Design-Build) Project, EDF Renewable Energy, Weld County, Colorado

Superintendent. \$10.75 million. This project used a complete mix anaerobic digester system to produce up to 4,700 MM Btu of biogas daily making it one of the largest anaerobic digester facilities in the United States. The anaerobic digestion system converted organic feedstock and dairy cow manure into raw biogas which is then processed into pipeline quality RNG. The waste conversion process precluded the release of pollutants to the environment and reduced the emission of significant amounts of greenhouse gas to the atmosphere. The digester facility produced three major outputs, including a renewable natural gas, organic compost amendment and liquid soil amendment products.

Andy was on site supervise the performance of the concrete, yard piping, mechanical and process equipment installation. Andy was in constant communication and negotiation with the design engineer and the owner regarding changes and time and materials work.

South Fort Collins Headworks & Dewatering Buildings, South Fort Collins Sanitation District, Colorado

Superintendent. \$13 million. Filanc was selected to build the new headworks facility and dewatering building for the South Fort Collins Sanitation District. The headworks facility required excavation and construction at a depth of 45 feet. Groundwater and limited construction areas required Filanc crews to perform "steep and deep" excavation. The dewatering building included a below-grade basement with progressive-cavity

Andy Hunley

General Superintendent

sludge pumps, and a two-story above grade facility that houses the polymer feed equipment and centrifuge.

Tesla EDS Valve Replacement and Modifications – Phase I, Colorado Springs Utilities, Colorado

Superintendent. \$500,000.

Responsible for the management of project objectives and supervision of construction. Work included demolition of the existing Baily sleeve vales and electric actuators, existing class 400 spools between existing spherical valve and Baily sleeve vales on Trains 1 and 2 and other miscellaneous demolition. Installation of the Owner-supplied class 600 VAG horizontal axial flow control valve, electric actuators and class 400 carbon steel pipe, discharge piping downstream of the VAG horizontal flow control valves, underhung bridge crane and structural beam supports; as well as installation of conduit runs, instrument panels, automatic control switches, and power panels was completed.

Honeywell/Lyons Design-Build Wastewater Treatment Facility Upgrade, Town of Lyons, Colorado

Superintendent. \$4.85 million.

Filanc was part of the design-build team that prepared a full preliminary design and design-build proposal for a new 0.381 MGD advanced WWTF to serve the Town of Lyons. The scope of work included fees, permits, design and engineering, equipment/material selection, state plan submittal, construction, compliance, and commissioning. As part of this energy performance contracting effort, the upgrades improved technical processes and operation, and allowed for significant cost savings. The project also

included design of a new raw sewage influent pump station and numerous other pumping systems throughout the facility.

Northglenn Water Treatment Facility, City of Northglenn, Colorado

Superintendent. \$1.7 million.

The Northglenn Water Treatment Facility Improvements project included the construction of a new rapid mix and flocculation facility, addition of a new sodium permanganate feed system, associated piping and vaults for raw water feed to the new flocculation facility, and connections to existing piping to existing clarifiers. Electrical, mechanical, and control equipment were included for operation of the new facility. Andy managed subcontractors and self-performed installation of flocculation basin and chemical feed vault, concrete and piping for expansion of the Northglenn Water Treatment Facility.

Matt Crozier

Senior Project Engineer



Matt has been in the construction industry since 2001. He began his career as an electrical apprentice and in 2005 he interned as an estimator and help detail (CAD) prefabricated conduit raceways and panel boards. The following year he started his industrial career with a water/wastewater general contractor as a project engineer. Matt has experience as a project engineer on jobs of up to \$34 million in contract size. His duties include coordination with owner's inspectors and subcontractors, QA/QC support and coordination, submittal preparation, procurement of equipment and materials, budget creation and management, purchase orders, lift drawings for process pipe systems and concrete ordering materials and working with engineers on VE's and new design ideas.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

Senior Project Engineer. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

The scope of the electrical portion of the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Senior Project Engineer. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station includes an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.

Education

B.S., Construction Management

Colorado State University, Fort Collins 2006

Experience

19 years

Joined Firm

2015

Certifications

- OSHA 10-Hour
- MSHA 24-Hour
- CPR/Basic First Aid

Matt Crozier

Senior Project Engineer

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Senior Project Engineer. \$5.2 million. This project included construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process was being used for digester heating, with the remainder flared in a waste gas burner.

Stapleton Filing 52 PRV, Park Creek Metropolitan District, Denver, Colorado

Senior Project Engineer. \$553,000. As a subcontractor to Mortenson, Filanc is installing a new Denver Water PRV vault that includes HVAC and plumbing.

Parker Water Resource Centralization Project Well House Modifications, Parker Water and Sanitation District, Colorado

Senior Project Engineer. \$6.5 million. The Work under this subcontract includes all mechanical modifications at the Parker North Peaking Well, Parker Ridge Peaking Well, Rueter Hess Well Facility, Regional Pump House, Hess 1 Well Facility, Hess 2 Well Facility, Neu Towne Well Facility, Bradbury Well Facility, Regency Well Facility, Bulk Fill Station, Clarke Farms Well Facility, Reatta North Well Facility, and Rowley Downs Well Facility. These well house modifications will transition the District from chlorine gas to monochloramine disinfection utilizing sodium hypochlorite and liquid ammonium sulfate. Work on the project also includes a new concrete water storage tank and a

new pump station.

Ault Wastewater Treatment Facility Improvements (CMAR) Project, Town of Ault, Ault, Colorado

Assistant Superintendent/ Senior Project Engineer. \$3.45 million. This CMAR project included improvements to the headwork's area including a new grit removal system, upgrades to the existing fine screen, influent channel modifications, relocating the influent parshall flume flow meter, a new SBNR secondary treatment basin, floating aeration chains, suspended diffusers, and inlet and outlet piping. Work also included the dewatering and de-commissioning of an existing lined polishing pond and large aeration lagoon, two new concrete secondary rectangular clarifiers with new RAS and WAS pumping system, a new high-efficiency aeration system, associated yard piping and valves, upgraded facility electrical service, a motor control center with a new emergency generator, and a facility SCADA system.

The existing aeration lagoons were converted into aerated sludge holding basins and the existing chlorine contact basin was converted to an operations building. The new building included a RAS/WAS pump gallery, chemical storage, effluent flow metering and sampling, process aeration blowers, operations control room, laboratory and restroom/shower facilities in the upper level, and new UV disinfection. Filanc also completed the construction and installation of a new biosolids dewatering building with dewatering equipment and miscellaneous site work.

Bennett New Elevated Water Storage Tank, Town of Bennett, Bennett, Colorado

Senior Project Engineer. \$2.2 million. Construction on this project includes a new 0.5 million gallon elevated multi-column steel water storage tank and control building to provide water storage for the Town of Bennett, Colorado. Work also includes construction of a new single story, wood framed control building with a metal roof. Equipment for this project includes a recirculation pump, process piping, valves, monitoring equipment, chemical injection assemblies, electrical equipment, instrumentation, plumbing and HVAC.

Heartland Biogas Project (Design-Build), EDF Renewable Energy, Weld County, Colorado

Senior Project Engineer. \$10.75 million. This project used a complete mix anaerobic digester system to produce up to 4,700 MM Btu of biogas daily making it one of the largest anaerobic digester facilities in the United States. The anaerobic digestion system converted organic feedstock and dairy cow manure into raw biogas which is then processed into pipeline quality RNG. The waste conversion process precluded the release of pollutants to the environment and reduced the emission of significant amounts of greenhouse gas to the atmosphere. The digester facility produced three major outputs, including a renewable natural gas, organic compost amendment and liquid soil amendment products.

Matt Crozier

Senior Project Engineer

City and County of Broomfield Zuni Chlorination Station (Design-Build), City and County of Broomfield, Broomfield, Colorado

Senior Project Engineer. \$2.1 million. Filanc served as a joint venture partner to complete this design-build project. The team designed and constructed a new facility on site, replacing an existing building constructed in 1987, to house new chemical storage tanks and mechanical equipment to sample and inject into the distribution system. The station was monitored with a SCADA system which was upgraded as part of the construction. The existing system remained operational during the entire construction process with only limited shut-downs allowed, all of which were completed utilizing MOPO planning and coordination.

Cripple Creek and Victor Gold Mine PSES, Anglo Gold Ashanti, Colorado

Project Engineer. \$14 million. Matt worked closely with the superintendent and subconsultants to complete the work for this project. The project was 75-percent self-performed and included a complex gold extraction enhanced process, the first of its kind. It also included complex, structural concrete, excavation and backfill, process piping, metals, process equipment, and architectural work, all while working 200 yards from the existing process plant that uses a cyanide to extract gold from the mined rock. This project also included installation \$10MM of Owner furnished equipment.

St. Vrain Wastewater Treatment Plant, St. Vrain Sanitation District, St. Vrain, Colorado

Senior Engineer. \$31.5 million. Matt detailed concrete lift

drawings, process pipe lift drawings and was responsible for ordering process pipe and accessories. He conducted submittal reviews on all equipment and coordinated installation with building layout. Matt was part of the startup and crew for this new facility, working with subcontractors, equipment manufacturers and coworkers. This project was built over the footprint of the existing plant. One of the challenges was to keep the existing plant operational while building the new facility, Matt helped design the footprint of ponds that were used to help keep the existing plant operational. Throughout the duration of this project Matt trained three new project engineers for the company and was in charge of multiple interns.

James R Dilorio WRF, City of Pueblo, Colorado

Project Engineer. \$19.6 million. This project included construction of an ammonia and nutrient removal process at the existing plant. Matt worked with the site superintendent to help coordinate subcontractors, foremen and laborers to keep on schedule. He assisted the project manager to create the project budget, contracts, and negotiating change orders. He was also responsible for detailed concrete lift drawings, masonry lift drawings process pipe lift drawings, ordering process pipe and accessories, submittal reviews on all equipment, coordinated installation with the different building layouts, and performed as-builts on the existing plant where renovations were to take place for tie-ins.

Farmers Korner North Plant, Upper Blue Sanitation District, Colorado

Project Engineer. \$26.9 million.

This project included a four million gallons per day (MGD) expansion of the existing wastewater treatment plant. Matt detailed the vertical excavations, detailed concrete lift drawings, masonry lift drawings and process pipe lift drawings, was responsible for ordering process pipe and accessories. He conducted submittal reviews on equipment and directed the as-builts required for the tie-ins.

Black Squirrel Wastewater Treatment Facility, Cherokee Metropolitan District, Colorado

Project Engineer. \$15.3 million. This project included the construction of a new six million gallons per day (MGD) wastewater treatment facility, force main, and lift station.

Lone Tree Creek Wastewater Treatment Plant, Arapahoe County Water and Wastewater Authority, Centennial, Colorado

Project Engineer. \$32 million. This project was the construction of a greenfield 12 million gallons per day (MGD) wastewater treatment plant. Construction included an influent sewer, headworks building, BNR basins, clarifiers, AWT tertiary treatment facility, RAS/WAS pump station, and a dewatering building. The project included many thousands of feet of yard pipe from 1-inch through 48-inch.

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Marsha Peterson

Scheduler



Marsha is responsible for providing full-dimensioned scheduling service for Filanc. She provides customized training programs in CPM scheduling and practical uses of CPM software scheduling tools and has developed a specialized “Construction Scheduling” series. As an enhancement to the project team, she assists in developing project plans using a “top-down” (or WBS) scheduling approach that ensures communication and “ownership” by all project partners towards the goal of project completion; along with a “bottom-up” verification by those who will be responsible for work on the front line. She provides a model project plan and progress, including resource and cost-loading, using project software tools including Primavera Project Planner 3.1, SureTrak 3.0, Primavera Project Management 6v7, Primavera Contractor, and Microsoft Project and their integration with Microsoft Office tools.

Marsha “reality checks” the plan often to verify that the updated model reflects the reality of the project as much as possible, and when reality deviates from the plan, facilitates the processes for re-planning the project, or analyzes time impacts to demonstrate those deviations. She facilitates on-site meetings to collect and review actual progress, employing customized data collection and processing systems to provide reliable and timely reports. She provides training and facilitation of the project team to grow into project updating roles, thereby keeping scheduling quality at a high level.

Marsha communicates freely to discuss anticipated obstacles with clients, stakeholders, and project team members in time to avert serious delays, she also designs and enacts systems to track information flow to monitor and minimize project paperwork, which allows the project staff to concentrate on successful project completion.

33rd Street Pump Station and Intake Structure, Colorado Springs Utilities, Colorado Springs, Colorado

Project Scheduler. \$7.6 million. The completed 33rd Street Pump Station and Intake Construction project will provide Colorado Springs Utilities with a new 10 MGD raw water pump station, diversion structure, and intake and connection to the existing pump line.

Work includes demolition of the existing creek access ramp and intake structure to facilitate installation of new diversion and intake structures, as well as construction of a new 10 MGD vertical

turbine pump station, equipped with four low voltage electric motors and vertical turbine canned pumps. The pump station includes an integral electrical room equipped with variable frequency drives, motor control centers, control panels, and transfer switch.

SPWRP Civil-Electrical Improvements, South Platte Water Renewal Partners, Englewood, Colorado

Project Scheduler. \$8.5 million (GMP). This project includes a variety of civil and electrical projects at the south Platte Water Renewal Partners facility located in Englewood, Colorado.

Education

B.A., History
California State University,
Fullerton, 1981

Experience

27 years

Joined Firm

2007

Professional Affiliations

- AACE Project Management Institute
- Orange County, California Chapter
- PMI College of Scheduling Supporting Member
- San Diego, California Chapter

Marsha Peterson

Scheduler

The scope of the electrical portion of the project includes two low-voltage switchgear upgrades and replacements, emergency lighting, and a new pump station control panel.

The scope of the civil portion includes valve replacements, hydrant and supply line repairs and/or replacements, piping and pump improvements, and condition assessments.

Both projects encompass vital process equipment which require planning and sequencing to ensure that facility operations are not compromised.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

Project Scheduler. \$12.4 million. This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum daily load on the Gunnison River or Blue Mesa Reservoir.

Wolf Ranch Pump Station (CMGC), Colorado Springs Utilities, Colorado Springs, Colorado

Project Scheduler. \$5.85 million. Construction of an above grade pump station that includes four (4) fire flow vertical turbine pumps, two (2) vertical turbine duty pumps, two (2) hydro pneumatic and surge control tanks, two

(2) air compressors, and duplex pump station. Work also includes removal of a 24" check valve, HVAC work, yard piping, electrical, and instrumentation and controls.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Project Scheduler. \$5.2 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process is currently used for digester heating, with the remainder flared in a waste gas burner.

Headworks & Dewatering Building Project, South Ft. Collins Sanitation District, Ft. Collins, Colorado

Project Scheduler. \$13 million. Implemented baseline schedule support for this challenging project that included deep, engineered structural and pipeline excavations, as well as significant yard pipe, mechanical, and architectural work to construct a new headworks building and dewatering facility.

Heartland Biogas Project South EDF Renewable Energy, Weld County near LaSalle, Colorado

Project Scheduler. \$8.5 million. Implemented baseline schedule support for this project that used a complete mix anaerobic digester system to produce up to 4,700 MM Btu of biogas daily, making it one of the largest anaerobic digester facilities in the United States.

Modesto Phase 2 BNR/Tertiary Treatment Project, City of Modesto, California

Project Scheduler. \$101 million. Served as the scheduler for this project that included construction of the primary effluent pump station and electrical building, RAS pump station, WAS and foam pump stations, tertiary effluent pump station, and consisted of two miles of effluent discharge pipeline. Work also included rotary drum fine screen facility, distribution box structure, odor control system, aeration basins, aeration blower building, mixed liquor screens, membrane bioreactor tanks, membrane blower building, ultraviolet disinfection (UV) building, UV disinfection equipment, main electrical building, standby generators, operations center building, tertiary maintenance shop, yard structures, yard piping, electrical, site work, roads, compost facility relocation, instrumentation, control, and SCADA System.

Silicon Valley Advanced Water Purification Facility, Santa Clara Valley Water District, San Jose, California

Project Scheduler. \$52 million. The facility treats secondary effluent from the San Jose/Santa Clara Water Pollution Control Plant to produce high-purity recycled water utilizing microfiltration (MF), reverse osmosis (RO), post-RO water stabilization and ultraviolet (UV) disinfection. Filanc constructed facilities that included the influent (MF Feed) pump station, 32,000 square foot MF/RO/UV process building, 2.25 million gallon stainless steel product water and 220,000 gallon inter-process storage tanks, various chemical storage and chemical feed facilities, 10 million gallon per day (MGD)

Marsha Peterson

Scheduler

RO transfer pump station and filter facility, decarbonation towers and transfer pump station, and a waste equalization pump station.

Richard A. Reynolds Desalination Facility Expansion Phase II, Sweetwater Authority, Chula Vista, California

Project Scheduler. \$14.7 million. This project consisted of upgrades and modifications to an existing brackish groundwater desalination facility and the construction of five new groundwater wells around the city of Chula Vista. Upgrades to the existing plant included the installation of three reverse osmosis filtration trains, iron and manganese filtration system, degassifier system, a new fluoride treatment system, and three new high pressure service vertical turbine pumps. Upgrades to the existing plant included a complete rehab of the existing chemical treatment pumps, their reverse osmosis (RO) filter clean-in-place (CIP) system as well as an extensive electrical gear and SCADA upgrade.

Centralized Groundwater Treatment System (Design-Build), City of Monterey Park, Monterey Park, California

Project Scheduler. \$8.3 million. Worked on revisions and updating the baseline schedule for this project. The City of Monterey Park currently pumps and treats groundwater at several wellhead treatment facilities to provide water supply for their residents. To replace these aging, inefficient systems and address increasing levels of groundwater contamination, including recalcitrant VOCs and 1,4-dioxane, the City embarked on a new 10.7 MGD (expandable to 15 MGD) centralized groundwater

treatment system (CGTS). Filanc was selected as the Design-Builder for the CGTS, located at the City's Delta Plant in Rosemead. It consists of pretreatment by cartridge filtration, primary treatment by advanced oxidation (ultraviolet (UV) irradiation and hydrogen peroxide) and secondary treatment by granular activated carbon (GAC).

Padre Dam Eastern Service Area Secondary Connection, Padre Dam Municipal Water District, Santee, CA

Project Scheduler. \$14.9 million. The scope of work included construction of a 12 million gallon per day (MGD) potable water pump station, 1.75 million gallon (MG) prestressed concrete reservoir, flow control facility, approximately 6,000 linear feet (LF) of 20-inch CML&C welded steel pipe, and a tunnel crossing at Interstate 8, an 8-inch CML&C welded steel pipe inside an existing 16-inch steel casing at Viewside Lane, and 36-inch CML&TC steel pipe at Woodside Avenue.

Camp Pendleton Raw Water Pipeline P-1220 US Navy Southwest Division NAVFAC, Camp Pendleton, California

Project Scheduler. \$31.7 million. This design-bid-build project P-1220 Raw Water Pipeline is in support of Public Law 111-11 at Marine Corps Base Camp Pendleton (MCBCP), California. The general scope of work is the construction of facilities needed to implement and fulfill a joint water agreement between MCBCP and the Fallbrook Public Utility District (FPUD), providing a "physical solution" to sixty years of water rights litigation. Construction included facilities needed to effectively produce, deliver, transport, store, measure and deliver raw

water from the MCBCP portions of the Santa Margarita River (SMR) to the FPUD service area boundary via a raw water pipeline.

Padre Dam Pump Stations 3 & 4 Surge Tanks Replacement Project, Padre Dam Municipal Water District, Alpine, CA

Project Scheduler. \$747,000. The scope of work included the demolition, removal and disposal of four existing potable water, lined and coated horizontal, steel surge srrestor tanks with associated attached fittings, valvessite glasses, level - electrode well and related appurtenances.

Encina Water Pollution Control Facility Phase V Expansion, Encina Wastewater Authority, Carlsbad, California

Project Scheduler. \$41 million. Created and maintained baseline scheduling support. Work was divided into two sections for this project: biosolids facilities improvements and energy management facilities improvements. The project involved the retrofit of existing digesters, digester gas collection system, digester gas compressors and distribution piping, and installation four 750kw biogas fueled generators. The addition of a sludge drying facility and a three mw mixed gas fueled power plant to an existing wastewater treatment plant. The existing plant remained in operation during all construction and included numerous tie-ins and bypasses.

P-1045 New Potable Water Conveyance (Design-Build), US Navy Southwest Division, Camp Pendleton, California

Project Scheduler. \$57 million. Managed Filanc's scheduling efforts

Marsha Peterson

Scheduler

for this water infrastructure design-build project at Camp Pendleton. The schedule for this project was cost-loaded to meet NAVFAC requirements, which ensured that the schedule validly computed the progress that was made each period and generated the periodic pay application.

The project included design and construction of 24 miles of 20-inch and 12-inch HDPE pipeline, three booster stations and a three MG pre-stressed concrete reservoir. This was an important water reliability project for the Base, connecting their northern and southern water systems and providing means to reliably serve water in an emergency condition such as a large wildfire or an earthquake. Technical challenges for the project included seven horizontal directional drill (HDD) crossings of creeks, deep culverts, environmentally and culturally sensitive areas and Interstate 5. Many institutional challenges inherent to working on an environmentally sensitive, active military facility were also present.

Michelson Water Recycling Plant Phase II Expansion, Irvine Ranch Water District, California

Project Scheduler. \$90 million. Implemented baseline schedule support for this project which involved the demolition of existing site structures, including the DAF, headworks, chemical storage, old chlorine contact chamber, an abandoned filter pump station, and portions of the aerobic digester basins. Existing structures were expanded or modified and included the influent trunk sewers, stormwater pump station, flow equalization basins, chlorine contact chamber, and aeration basin blower facilities. New construction included a headworks facility, primary

sedimentation tanks, membrane bioreactor facilities, a high rate clarifier, UV disinfection facilities, odor control facilities, a floodwall, plus chemical systems, pump systems, and electrical facilities to support the treatment process.

Rancho Penãsquitos Pump Station, City of San Diego, California

Project Scheduler. \$10.5 million. Developed the cost loaded baseline schedule for this project, which included an existing 25 million gallons per day (MGD) booster pump station, which was built in 1963, that was replaced by a new 32 MGD pump station with the capability for future upgrade to a maximum capacity of 50 MGD. Benefits of the new station included reduced maintenance and energy costs, and improvement of overall reliability, maintainability, and reduced noise.

Upas Street Potable Water Pipeline Replacement Construction Manager at Risk, City of San Diego, California

Project Scheduler. \$3.5 million. Served as the project scheduler for Filanc's replacement of approximately six miles of aging 16-inch – 30-inch cast iron pipeline through downtown San Diego. Construction included performance of horizontal directional drilling (HDD) beneath the 163 Freeway and Interstate 5, replacement of pressure reducing stations and installation of pedestrian curb-ramps to comply with ADA requirements.

Fresno/Clovis Organic Upgrade, City of Fresno, California

Project Scheduler. \$105.7 million. Served as the project scheduler and was responsible for the baseline schedule preparation and update for this project. Filanc increased the

capacity of Fresno's WWTP from 80 MGD to 91 MGD. A new 105-foot diameter structural concrete digester was constructed with all necessary equipment along with a digester control building. Other area of work included a RAS/WAS pump station, tank drain pump station, secondary scum pump station, aeration and sedimentation basins, and a primary effluent flow splitting structure. Filanc also installed two new blowers in an existing blower facility and retrofitted two existing dissolved air flotation facilities including modifications to the distributed control system.

Activated Sludge Plant Rehabilitation, Orange County Sanitation District, Fountain Valley, California

Project Scheduler. \$33.6 million. Responsible for the cost loaded baseline schedule for the rehabilitation of this existing 100 million gallons per day (MGD) secondary treatment plant including the construction of modifications and additions to a blower building, an aeration basin and a secondary clarifier. The scope of work included demolition and removal of portions of the Aeration System Piping and Sanitaire Membrane System. One Turblex Aeration blower was added and modifications to the existing blowers and controls were completed. Construction of two rectangular secondary clarifiers and three concrete junction boxes were included. Rehabilitation work to portions of the 24 existing secondary clarifiers was completed. Multiple electrical modifications and upgrades were completed.

Marsha Peterson

Scheduler

Agua Viva Water Treatment Plant and Related Improvements, City of Yuma, Arizona

Project Scheduler. \$92.8 million.
Served as the project scheduler for this project that involved both preconstruction and construction services for the first, Interim Phase, of a major expansion of the water treatment plant. The facility's capacity ultimately will increase from 1 MGD to 20 MGD utilizing Zenon membrane filtration technology to produce high-quality potable water. The project involved constructing a new 3 MGD well on the existing WTP site; upgrading an existing 1 MGD well to 3 MGD; installing an iron, manganese, and odor treatment package, and installing a 4.5 MGD variable speed booster pump at an existing high-service booster pump station.

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Rick Rieken

VE/Constructability



Mr. Rieken has 37 years of experience in Heavy Civil Construction with an emphasis on Utilities and Facilities construction projects. He has worked in several western states including: California, Colorado, Nevada and Wyoming. He has extensive experience in duties ranging from Estimator, Field Supervisor, Project Coordinator, Project Manager, making his way up to his current role as Senior Project Manager. Mr. Rieken is skilled at communicating project status with other team members and has the ability to identify and propose solutions to potential problems in order to maintain project goals.

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), City of Gunnison, Colorado

Project Manager. \$12.4 million (GMP). This project will replace major process equipment that is obsolete or unable to provide another 20 years of useful life, significantly reduce the facility's overall energy consumption, and pre-position the City to more cost-effectively meet more stringent nitrogen and phosphorus discharge requirements should they be added to future discharge permits due to Regulation 31, Regulation 85, or the imposition of a total maximum daily load on the Gunnison River or Blue Mesa Reservoir.

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), South Platte Water Renewal Partners, Englewood, Colorado

Project Manager. \$5.4 million. This project includes construction of a biogas treatment system to convert digester gas into renewable natural gas for injection into Xcel Energy's (Xcel) natural gas pipeline. Biogas produced during the anaerobic digestion process is currently used for digester heating,

with the remainder flared in a waste gas burner.

Stapleton Filing 52 PRV, Park Creek Metropolitan District, Denver, Colorado

Project Manager. \$553,000. As a subcontractor to Mortenson, Filanc is installing a new Denver Water PRV vault that includes HVAC and plumbing.

Pawnee Station, Xcel Energy, Fort Morgan, Colorado

Project Manager. \$657,187. Filanc is working as a subcontractor to Great Lakes Environmental. On this project we will be providing piping, underdrain, concrete structures, precast inlets and a new pump station.

DRWSP North and South Complex Water Quality Improvements (Design-Build), Board of Water Commissioners, Denver, Colorado

Project Manager. \$872,000. This project consists of designing and constructing a water quality destratification system including a small utility building, destratification equipment, power, controls, instrumentation and diffuser line for four

Education

B.S., Industrial Construction Management, Colorado State University

Experience

38 years

Joined Firm

2017

Certifications

OSHA 10-hour

Professional Affiliations

- NUCA
- AGC
- EGCA

Rick Rieken

VE/Constructability

different reservoir sites. Ancillary systems to support this include heating and ventilation, hydrogen sulfide gas detection, site security, and lighting.

Parker Water Resource Centralization Project Well House Modifications, Parker Water and Sanitation District, Colorado

Project Manager. \$6.5 million. The Work under this subcontract includes all mechanical modifications at the Parker North Peaking Well, Parker Ridge Peaking Well, Rueter Hess Well Facility, Regional Pump House, Hess 1 Well Facility, Hess 2 Well Facility, Neu Towne Well Facility, Bradbury Well Facility, Regency Well Facility, Bulk Fill Station, Clarke Farms Well Facility, Reatta North Well Facility, and Rowley Downs Well Facility. These well house modifications will transition the District from chlorine gas to monochloramine disinfection utilizing sodium hypochlorite and liquid ammonium sulfate. Work on the project also includes a new concrete water storage tank and a new pump station.

L/E WWTP Bar Screens Replacement Project 2018 (Design-Build), Littleton/Englewood WWTP, Englewood, Colorado

Project Manager. \$465,000. This project includes all necessary demolition and removal of two existing bar screens, design and construction of new equipment including any installation devices, power supply, SCADA connectivity as well as bypass pumping as needed, installation of the two new bar screens, and testing and commissioning of the new equipment.

Promenade and 92nd Waterline Project, City of Westminster, Colorado

Project Manager. \$2.1 million. This \$2.1 million project consists of replacing deteriorating sections of 36" (860 LF) and 24"(540 LF) restrained Ductile Iron Pipe that have become problematic for the City Operations crews over the last several years. These water transmission mains are critical in meeting the current water demands of the City of Westminster. The sites are located near two commercial strip shopping centers that will impact the surrounding roadways and landscape areas as well as the traffic in or near these work sites. The project has two other work sites that have scope consisting of removing and replacing pipe, valves and fittings in a deteriorated 20" Valve Vault located in the middle of a major street intersection; and the replacing of a failing culvert pipe that flows raw water into Standley Lake.

95th & Federal Lift Station Force Main Rehabilitation, City of Westminster, Colorado

Project Manager. \$701,580. Rehabilitation of approximately 600 linear feet of 6-inch cast iron pipe force main by cured in place pipe (CIPP) liner, and 600 linear feet of 6-inch PVC DR14 through open cut. 6-inch host pipe constructed in 1959. Other work includes but is not limited replacement of an existing manhole, installing a new manhole, lining an existing manhole and the two new manholes, and piping replacement at the lift station site. Installation of a new fiber optic communications cable through HDD methods. This project also included sewer bypass pumping, traffic control, asphalt patching and dewatering.

2015 Water Treatment Facilities Improvements, City of Westminster, Colorado

Project Manager. \$2.8 million. This project includes various improvements at the Semper Water Treatment Facility and the Northwest Water Treatment Facility for the City of Westminster.

Work at the Semper WTF includes improvements to the Lime Feed system including new fiberglass troughs, ventilation improvements, lime removal, miscellaneous piping and painting; Filtration System improvements which includes a backwash control valve, secondary backwash systems, surface wash systems, removing and replacing all filter media in existing filters; Sediment Basins improvements including removing and replacing existing baffles; Ferric Chloride piping improvements including demo and removal of a booster pump station, removing and replacing four ferric feed piping towers and calibration columns, and installation of new Teflon tubes; Bulk Caustic Soda Storage Tank Fill piping improvements; Sodium Permanganate piping improvements; and Sediment Basin chemical injection junction box piping.

Work at the Northwest WTF includes improvements to the caustic (sodium hydroxide) piping, NaOC1 (sodium hypochlorite) piping, KMnO4 (potassium permanganate) piping, a new catwalk for O.R.P, ASRF (membrane backpulse) connection to high service pump station that included new 12" welded steel pipe, PRVs and new butterfly valves, and installation of a new 24" raw water sleeve valve and bypass pumping.

Rick Rieken

VE/Constructability

Littleton/Englewood WWTP Gates Repairs and Replacement, and Bar Screen Replacement (Design-Build), City of Englewood, Colorado

Project Manager. \$423,000.

This design-build project included Solids Contact Tanks area slide gates repairs, Headworks slide gates replacements and one gate removal, removal of a slide gate at the Final Clarifier area, and replacement of a bar screen in the Headworks building. Filanc was the Master Builder on this project, doing both the engineering and constructing.

South Fort Collins Headworks & Dewatering Buildings, South Fort Collins Sanitation District, Colorado

Project Closeout Manager. \$13 million. Filanc was selected to build the new headworks facility and dewatering building for the South Fort Collins Sanitation District. The headworks facility required excavation and construction at a depth of 45 feet. Groundwater and limited construction areas required Filanc crews to perform “steep and deep” excavation. The dewatering building included a below-grade basement with progressive-cavity sludge pumps, and a two-story above grade facility that houses the polymer feed equipment and centrifuge.

Honeywell/Lyons Design-Build Wastewater Treatment Facility Upgrade, Town of Lyons, Lyons, Colorado

Warranty Phase Manager. \$4.85 million. Filanc was part of the design-build team that prepared a full preliminary design and design-build proposal for a new 0.381 MGD advanced WWTF to serve the Town of Lyons. The scope of work included fees, permits, design and

engineering, equipment/material selection, state plan submittal, construction, compliance, and commissioning. As part of this energy performance contracting effort, the upgrades improved technical processes and operation, and allowed for significant cost savings. The project also included design of a new raw sewage influent pump station and numerous other pumping systems throughout the facility.

Zuni Chlorination Station Design-Build Project, Broomfield, Colorado

Project Manager. \$2.1 million. Filanc/FEI are Design-Building a new facility onsite to house all new chemical storage tanks and mechanical equipment to sample and inject into the distribution system. The existing building will be demolished once the new facility is online. The station is monitored with a SCADA system which will be upgraded. The existing system will need to remain operational during the entire construction process with only limited shut-downs allowed, all of which will require MOPO planning and coordination. The project was taken to the 60% design level and a final GMP was established. City Council approved the GMP in March 2015.

Metro Par 1085, Metro Wastewater Reclamation District, Denver, Colorado

Project Manager. \$1.9 million. The project was designed with a combination of horizontal directional drill (HDD) and open cut pipeline. The HDD consisted of 635 LF of 16-inch steel casing in which a 10-inch fusible PVC potable waterline was installed. The remainder of the project included installation of 1,300 LF of restrained joint ductile iron.

Meadows Transmission Main, City of Loveland Water and Power, Loveland, Colorado

Project Manager. \$3.3 million. This project included the replacement of approximately 3900 LF WSP that was damaged in the flood of 2013. River bank rehabilitation and stabilization of the Big Thompson River was included in the scope of work.

Highline Transmission Main Phase 2, Colorado Springs Utilities, Colorado Springs, Colorado

Project Manager. \$5.7 million. This phase included 12,469 LF of 24-inch and 30-inch welded steel pipe that was cement lined and polyurethane coated.

Highline Transmission Main Phase 1, Colorado Springs Utilities, Colorado Springs, Colorado

Project Manager. \$5.9 million. The project consisted of 12,447 LF of 30-inch, 36-inch and 42-inch welded steel pipe.

Casino Drive Improvement Project, Clark County, Laughlin, Nevada

Project Manager. Served as a subcontractor for this roadway improvement project. work included the installation of 1850 LF of 42-inch CML&C steel waterline in Casino Drive.

Nacimiento Water Project-Facilities Contract, San Luis Obispo County, California

Project Manager. \$26 million. This project was located at five separate work sites along a 45-mile pipeline alignment and consisted of three major vertical turbine raw water pumping stations and three water storage tanks. effort, the upgrades improved technical processes and operation, and

Rick Rieken

VE/Constructability

allowed for significant cost savings. The project also included design of a new raw sewage influent pump station and numerous other pumping systems throughout the facility.

Corporate Safety Services, LLP

Michael Rosser

Health and Safety Manager

Education

Bachelor's Degree,
Safety Engineering

U.S. Air Force Safety
Specialist Course
(328 hours)

U.S. Air Force Quality
Control Procedures
Course (80 hours)

Industry Tenure

32 years

Certifications

Certificate in
Occupational
Ergonomics from
the National Safety
Council

Professional Affiliations

OSHA Instructor for
Construction
Outreach Training
Program

Authorized Instructor
for OSHA Focus Four
Susan Harwood
Training Grant

Rigging/Signalperson
Instructor for Crane
Institute of America

Instructor for
Colorado DOT
Flagger's Course

Professional Experience

Mike Rosser is a proactive occupational safety and health professional who has a multi-faceted background in all aspects of occupational safety. He has over 30 years' experience in safety program development, implementation, enforcement, teaching, and general industrial operations, to include occupational safety and health, industrial hygiene, ergonomics and fire protection.

Currently operating Corporate Safety Services, LLP as a safety consultant specializing in construction and general industry, his clients include masonry, electrical, mechanical, and manufacturing companies and general contractors. His services include safety and hazard communication program development and maintenance, trend analysis, customized safety training, facility/jobsite audits, accident investigation and maintenance of required OSHA reports. As a result, clients are assisted in providing a safe and healthful working environment as mandated by the Occupational Safety and Health Administration.

Representative Projects

SPWRP Civil/Electrical Improvements (CMGC), Englewood, CO
South Platte Water Renewal Partners, \$8.5 Million

33rd Street Pump Station and Intake Structure, Colorado Springs, CO
Colorado Springs Utilities, \$7.6 Million

Gunnison WWTP Modernization and Energy Efficiency Improvements (CMAR), Gunnison, CO
City of Gunnison, \$12.4 Million

Paradise Lift Station, Crested Butte, CO
Mt. Crested Butte Water and Sanitation District, \$180,000

Wolf Ranch Pump Station (CMGC), Colorado Springs, CO
Colorado Springs Utilities, \$5.8 Million

Littleton/Englewood WWTP Pipeline Injection Project (CMGC), Englewood, CO
South Platte Water Renewal Partners; \$5.4 Million

Stapleton Filing 52 PRV, Denver, CO
Mortenson, \$553,000

Georgetown Lake Lagoon Dredging Project (CMAR), Georgetown, CO
Town of Georgetown, CO; \$2 Million

Pawnee Station, Fort Morgan, CO
Great Lakes Environmental, \$662,000

Littleton/Englewood WWTP Bar Screen Replacement 2018, Englewood, CO (Design-Build)

City of Englewood, CO, \$465,000

Radio and Telemetry Systems Upgrade (CMAR), Vail, CO

Eagle River Water and Sanitation District, 1.2 million

DRWSP North and South Complex Water Quality Improvements (Design-Build), Denver, CO

Denver Water, \$873,000

Avon DWF Clearwell, Settling Basins, and Hydraulic Improvements (CMAR), Avon, CO

Upper Eagle Regional Water Authority, \$1.8 million

Avon DWF Concrete and Fluoride Improvements (CMAR), Avon, CO

Upper Eagle Regional Water Authority, \$1.3 million

Dowd Junction List Station No. 4 (CMAR), Vail, CO

Eagle River Water and Sanitation District, \$250,000

Promenade and 92nd Waterline Project, Westminster, CO

City of Westminster; \$2.2 Million

Parker Water Resource Centralization Project Well House Modifications (Design-Build), Parker, CO

Parker Water and Sanitation District; \$6.5 Million

Bachelor Gulch 1 Booster Pump Station Improvements, Avon, CO

Upper Eagle Regional Water Authority, \$484,000

95th and Federal Lift Station Force Main Replacement, Westminster, CO

City of Westminster, \$702,000

Windsor WWTP Chemical Feed System, Windsor, CO

Town of Windsor; \$238,000

2015 Water Treatment Facilities Improvements, Westminster, CO

City of Westminster, CO; \$2.8 Million

Littleton/Englewood WWTP Gates Repair and Replace, and Bar Screen Replacement, Englewood, CO (Design-Build)

City of Englewood, CO, \$423,000

Bennett New Elevated Water Tank, Bennett, CO

Town of Bennett, CO, \$2.3 Million

Ault WWTF Improvements, Ault, CO (CMAR)

Town of Ault, CO, \$3.48 Million

Broomfield WTP Chemical Tank Replacement (Design-Build), Broomfield, CO

City and County of Broomfield, \$111,000

Heartland Biogas Project (Progressive Design-Build), Weld County, CO

EDF Renewable Energy, CO \$10.75 Million

Zuni Chlorine Disinfection Facility (Design-Build), Broomfield, CO

City and County of Broomfield, \$2.1 million

Honeywell/Lyons Design-Build Wastewater Treatment Facility Upgrade, Lyons, CO (Design-Build)

Town of Lyons, CO, \$3.7 Million

Lyons WWTP Emergency Flood Recovery Work (CMAR), Lyons, CO

Town of Lyons, \$270,000

Carter Lake North WTP Solids Handling Improvements, Berthoud, CO

Carter Lake Filter Plant, \$300,000

Widefield PCE Environmental Restoration (Design-Build), Security, CO

Environmental Restoration LLC, \$356,000

Northglenn Water Treatment Facility

City of Northglenn, CO, \$1.8 Million

Tesla EDS Valve Replacement and Modifications – Phase I

Colorado Springs Utilities, \$500,000

Bellevue WTP Powder Activated Carbon Silo and Feed System, Greeley, CO

South Fort Collins Sanitation District, \$13 Million

Raw Water Manifold Pipe Replacement, Broomfield, CO

City and County of Broomfield, \$40,000

Metro PAR 1170: Lift Station FARS, Henderson, CO

Metro Wastewater Reclamation District, \$44,000

SFCSD Headworks and Dewatering Improvements, Fort Collins, CO

South Fort Collins Sanitation District, \$13 Million

Flow Meter Retrofit Project, Longmont, CO (Design-Build)

St. Vrain Valley School District, CO, \$33,000



ATTACHMENT NO. 1 PRE-CONSTRUCTION SCOPE OF SERVICES

Attachment No. 1: Pre-Construction Phase Scope of Services

This confidential information has been included
in a separately sealed envelope included with
this proposal.



ATTACHMENT NO. 2 COST OF WORK SUPPORTING DOCUMENTATION

Attachment No. 2: Cost of Work Supporting Documentation

This confidential information has been included
in a separately sealed envelope included with
this proposal.



ATTENTION:

CITY OF NORTHGLENN
CITY CLERK'S OFFICE
11701 Community Center Drive
Northglenn, CO 80233
ATTN: Mike Roman, City Project Manager

PROVIDED BY:

J.R. FILANC CONSTRUCTION COMPANY, INC.
455 W. 115th Avenue, Suite 3
Northglenn, CO 80234

**CITY OF NORTHGLENN
Lift Station A Replacement**

EXHIBIT B

General Conditions of Contract between Owner and Construction Manager

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ARTICLE 1 GENERAL

1.1 Mutual Obligations

- 1.1.1 Owner and Construction Manager commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

- 1.2.1 **Contract** refers to the executed Contract between Owner and Construction Manager - Cost Plus Fixed Fee with an Option for a Guaranteed Maximum Price.
- 1.2.2 **Basis of Design Documents** are those documents specifically listed in the GMP Proposal as being the "Basis of Design Documents."
- 1.2.3 **Construction Documents** are the documents, consisting of drawings and specifications, prepared or assembled by the Owner's Design Consultant consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Construction Manager, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.
- 1.2.4 **Day or Days** shall mean calendar days unless otherwise specifically noted in the Contract Documents.
- 1.2.5 **Design Consultant** is a qualified, licensed design professional who is not an employee of Construction Manager and is retained by the Owner to furnish design services required to support the Owner and the Construction Manager in completing the Work.
- 1.2.6 **Final Completion** is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the Punch List prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2 of the General Conditions of Contract.
- 1.2.7 **Force Majeure Events** are those events that are beyond the control of both Construction Manager and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.
- 1.2.8 **General Conditions of Contract** refers to this General Conditions of Contract between Owner and Construction Manager.
- 1.2.9 **GMP Exhibit** means that amendment attached to the Contract, which will have been agreed upon by Owner and Construction Manager after the execution of the Contract pursuant to Section 6.6 of the Contract.
- 1.2.10 **GMP Proposal** means that proposal developed by Construction Manager in accordance with Section 6.6 of the Contract.
- 1.2.11 **Hazardous Conditions** are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

- 1.2.12 Legal Requirements** are all applicable statutes, laws, codes, ordinances, rules, regulations, orders and decrees of any federal, state, or local government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any of the Work.
- 1.2.13 Owner's Project Criteria** are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Construction Manager's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.
- 1.2.14 Project** means the project identified on Page 1 of the Contract.
- 1.2.15 Site or Project Site** is the land or premises on which the Project is located.
- 1.2.16 Subcontractor** is any person or entity retained by Construction Manager as an independent contractor to perform a portion of the Work and shall include material men and suppliers.
- 1.2.17 Sub-Subcontractor** is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include material men and suppliers.
- 1.2.18 Substantial Completion or Substantially Complete** means the date on which the Work, as modified by any Change Orders agreed to by Owner and Construction Manager, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.
- 1.2.19 Work** is comprised of all Construction Manager's reviews, support, management, construction and other services required by the Contract Documents for the management and construction of the Project, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.
- 1.2.20 Preliminary Construction Documents** are preliminary drawings and technical specifications provided to the Construction Manager with sufficient detail about the project's design and construction objectives as well as material and equipment requirements. These drawings and specifications are to be used by the Construction Manager in developing the project's guaranteed maximum price and a schedule of values.
- 1.2.21 Work Products** are all drawings, specifications, and other documents and electronic data furnished by Construction Manager to Owner under this Contract.

ARTICLE 2 CONSTRUCTION MANAGER'S SERVICES AND RESPONSIBILITIES

2.1 General Services.

- 2.1.1** Construction Manager's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the proper performance of the Work. Construction Manager's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Construction Manager. Construction Manager's Representative may be replaced only with the mutual agreement of Owner and Construction Manager.

- 2.1.2** Construction Manager shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Construction Manager's ability to complete the Work for the Contract Price and within the Contract Time(s).
- 2.1.3** Unless a schedule for the execution of the Work has been attached to the Contract as an exhibit at the time the Contract is executed, Construction Manager shall prepare and submit, a schedule for the execution of the Work for Owner's review and response with the GMP Exhibit or Proposal. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Construction Manager to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Construction Manager of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.
- 2.1.4** The parties will meet within seven (7) days after execution of the Contract to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

- 2.2.1** Owner shall, consistent with applicable state licensing laws, provide through qualified and licensed design professionals the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Construction Manager to complete the Work consistent with the Contract Documents.

2.3 Standard of Care for Design Professional Services.

- 2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

- 2.4.1** Construction Manager and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that are needed to complete the Work, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Construction Manager and Owner shall meet and confer about the needed submissions, with Construction Manager identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1,

shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, discussion, documentation, will be maintained by Construction Manager and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the needed interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Construction Manager's schedule.

2.4.2 Owner shall submit to Construction Manager Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting's minutes. The design review meeting shall include representatives of the Owner, Construction Manager, Design Consultant, and Construction Manager's primary Subcontractors. The parties shall have a design review meeting to discuss, and Construction Manager shall review the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Construction Manager shall proceed with construction in accordance with the approved Construction Documents and shall receive one set of approved Construction Documents prior to commencement of construction.

2.4.3 Owner and Construction Manager shall review and approve interim design submissions, meeting minutes, and the Construction Documents for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Construction Manager's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Owner to Construction Manager.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Owner through the Design Consultant may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Construction Manager shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Construction Manager for the effects of any changes in the Legal Requirements enacted after the date of the Contract affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Contract, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions required to be made to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Construction Manager shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Construction Manager shall provide reasonable assistance to Owner in obtaining any permits, approvals and licenses that are Owner's responsibility.

2.7 Construction Manager's Construction Phase Services.

- 2.7.1** Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete construction of the Project consistent with the Contract Documents.
- 2.7.2** Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.
- 2.7.3** Construction Manager shall employ only personnel or Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Construction Manager shall give Owner ten days written notice prior to entering into a contract with a Subcontractor. Owner may reasonably object to Construction Manager's selection of any Subcontractor, and if Owner objects, Construction Manager shall not enter into the contract with or otherwise utilize the Subcontractor. However, the Contract Price and/or Contract Time(s) may be adjusted to the extent that Owner's decision regarding the Subcontractor adversely impacts Construction Manager's cost and/or time of performance.
- 2.7.4** Construction Manager assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.7.5** Construction Manager shall coordinate the activities of itself and all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.7.6** Construction Manager shall keep the Site free from debris, trash and construction wastes to permit Construction Manager to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Construction Manager's Responsibility for Project Safety.

- 2.8.1** Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Construction Manager shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by

the Contract Documents, Construction Manager's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors and others as applicable.

2.8.2 Construction Manager and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirements. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Construction Manager's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Construction Manager's Warranty.

2.9.1 Construction Manager warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Construction Manager's warranty obligation includes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Construction Manager will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Construction Manager agrees to correct any Work that is found to not be in non-conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of two (2) years from the date of Substantial Completion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Construction Manager shall, within five (5) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such five (5) day period, Owner, in addition to any other remedies provided under the Contract Documents or applicable law, may provide Construction Manager with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Construction Manager shall be responsible for all reasonable costs incurred by Owner in performing such corrective Work. If the nonconforming Work creates an emergency requiring an immediate response, the five (5) day periods identified herein shall be deemed inapplicable, the Construction Manager shall perform the corrective Work immediately and if it fails to do so, the Owner may perform the corrective Work without notice with its own forces.

- 2.10.3** The warranty period referenced in Section 2.10.1_{above} applies only to Construction Manager's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Construction Manager's other obligations under the Contract Documents.

ARTICLE 3 OWNER'S SERVICES AND RESPONSIBILITIES

3.1 Duty to Cooperate.

- 3.1.1** Owner shall, throughout the performance of the Work, cooperate with Construction Manager and perform its responsibilities, obligations and services in a timely manner to facilitate Construction Manager's timely and efficient performance of the Work and so as not to delay or interfere with Construction Manager's performance of its obligations under the Contract Documents.
- 3.1.2** Owner, through the Design Consultant, shall provide interim design submissions and Construction Documents consistent with times set forth in Construction Manager's schedule.
- 3.1.3** Owner shall give Construction Manager timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

- 3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Construction Manager's information and use the following, all of which Construction Manager is entitled to rely upon in performing the Work:
- 3.2.1.1** Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;
 - 3.2.1.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;
 - 3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Construction Manager to perform the Work;
 - 3.2.1.4** A legal description of the Site;
 - 3.2.1.5** To the extent available, record drawings of any existing structures at the Site; and
 - 3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.
- 3.2.2** Owner is responsible for securing and executing all necessary agreements with adjacent private land or property owners that are necessary to enable Construction Manager to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

- 3.3.1** At Construction Manager's request, Owner shall promptly furnish reasonable evidence satisfactory to Construction Manager that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Construction Manager may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.
- 3.3.2** Construction Manager shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Contract Documents Construction Manager shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Construction Manager to assume obligations or responsibilities greater than those existing obligations Construction Manager has under the Contract Documents.

3.4 Owner's Representative.

- 3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Construction Manager to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Construction Manager with prompt notice if he observes any failure on the part of Construction Manager to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Construction Manager and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

- 3.5.1** Owner shall provide reasonable assistance to Construction Manager in obtaining permits, approvals and licenses that are Construction Manager's responsibility.

3.6 Owner's Separate Contractors.

- 3.6.1** Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Construction Manager in order to enable Construction Manager to timely complete the Work consistent with the Contract Documents.

ARTICLE 4 HAZARDOUS CONDITIONS AND DIFFERING SITE CONDITIONS

4.1 Hazardous Conditions.

- 4.1.1** Unless otherwise expressly provided in the Contract Documents to be part of the Work, Construction Manager is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Construction Manager will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.
- 4.1.2** The parties acknowledge that Owner owns the Northglenn Wastewater Treatment Plant that is the subject of the Project ("WWTP"), and it does own the real property upon which the WWTP is located. Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that any Hazardous Conditions located in the WWTP, or any

Hazardous Conditions located elsewhere on the Site that were caused by Owner, are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless. If the Hazardous Conditions are encountered outside of the WWTP and were not caused by Owner, Owner and Construction Manager shall promptly meet and decide how to proceed to address the Hazardous Conditions.

- 4.1.3** Construction Manager shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions for which Owner is responsible have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site. If the Hazardous Conditions were not caused by Owner, Construction Manager shall not be obligated to resume work until the Hazardous Conditions are addressed to the mutual satisfaction of Owner and Construction Manager.
- 4.1.4** Construction Manager will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Construction Manager's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.
- 4.1.5** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Construction Manager, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Construction Manager shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Construction Manager, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

- 4.2.1** Should the Construction Manager or its Subcontractors encounter, or the Owner discover, during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents, or unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract ("Differing Site Conditions"), Owner shall be promptly notified in writing of such conditions. Owner will cause the Design Consultant thereupon to promptly investigate the conditions and, if he finds they do materially differ and merit an increase or decrease in the cost, or the time required for performance of the Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.
- 4.2.2** Upon encountering a Differing Site Condition, Construction Manager or its Subconsultants shall provide prompt written notice to Owner of such condition, which notice shall not be later than two (2) days after such condition has been encountered. Construction Manager shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.
- 4.2.3** This Section 4.2 does not apply to Hazardous Conditions, which shall be handled in the manner set forth in Section 4.1.

ARTICLE 5 INSURANCE AND BONDS

5.1 Construction Manager's Insurance Requirements.

- 5.1.1** Construction Manager is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Contract. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Contract.
- 5.1.2** Construction Manager's insurance shall specifically delete any design-build (DB), construction manager at risk (CMAR) or similar exclusions that could compromise coverages because of the delivery approach of the Project.
- 5.1.3** Prior to commencing any construction services hereunder, Construction Manager shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment.

5.2 Owner Insurance.

- 5.2.1** If the Project includes as addition to or is adjacent to an existing structure, the Construction Manager and the subcontractors shall be named as additional insureds for the Owner's property insurance covering such structure and its contents.
- 5.2.2** If the Owner occupies or uses a part or parts of the Project prior to Substantial Completion thereof, such occupancy shall not occur until the Owner obtains property insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.
- 5.2.3** The Construction Manager and its Subcontractors shall be named as additional insureds in any insurance policy for the Project that may be obtained by the Owner.
- 5.2.4** Any loss covered under Owner's property insurance shall be adjusted with Owner, Construction Manager and its Subcontractors and shall be made payable to them as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.
- 5.2.5** Owner and Construction Manager waive subrogation against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Construction Manager and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Contract.

5.3 Bonds and Other Performance Security.

- 5.3.1** Construction Manager shall obtain performance and payment bonds, or other forms of performance security, the amount, form and other conditions of such security as set forth in Contract.
- 5.3.2** All bonds furnished by Construction Manager shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

ARTICLE 6 PAYMENT

6.1 Schedule of Values.

- 6.1.1** If the Contract is amended by Owner acceptance of Exhibit A, Construction Manager shall have ten (10) days to submit for Owner's review and approval a schedule of values for all of the Construction Work ("Schedule of Values"). The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Construction Manager throughout the Work.
- 6.1.2** The Owner will timely review and approve the Schedule of Values so as not to delay the submission of the Construction Manager's first application for payment. The Owner and Construction Manager shall timely resolve any differences so as not to delay the Construction Manager's submission of its first application for payment.

6.2 Monthly Progress Payments.

- 6.2.1** On or before the date established in the Contract, Construction Manager shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed during the preceding calendar month. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.
- 6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive title to the equipment and materials free and clear of all liens and encumbrances.
- 6.2.3** The Application for Payment shall constitute Construction Manager's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Construction Manager's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

- 6.3.1** On or before the date established in the Contract, Owner shall pay Construction Manager all amounts properly due, subject to the retainage provisions of Paragraph 7.2 of the Contract. If Owner determines that Construction Manager is not entitled to all or part of an Application for Payment as a result of Construction Manager's failure to meet its obligations under the Contract Documents, it will notify Construction Manager in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the

withholding, and the specific measures Construction Manager must take to rectify Owner's concerns. Construction Manager and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Construction Manager may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Construction Manager all undisputed amounts in an Application for Payment within the times required by the Contract.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Construction Manager any undisputed amount that becomes due, Construction Manager, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

6.5 Construction Manager's Payment Obligations.

6.5.1 Construction Manager will pay Subcontractors, in accordance with its contractual obligations to such parties and in accordance with Colorado law, including without limitation C.R.S. § 24-91-103(2), all the amounts Construction Manager has received from Owner on account of their work. Construction Manager will impose similar requirements on Subcontractors to pay those parties with whom they have contracted. Construction Manager will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.2 hereof.

6.6 Substantial Completion.

6.6.1 Construction Manager shall notify Owner when it believes the Work is Substantially Complete. Within ten (10) days of Owner's receipt of Construction Manager's notice, Owner and Construction Manager will jointly inspect the Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If the Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work, (ii) the remaining items of Work that have to be completed before final payment ("Punch List"), (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Construction Manager's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Final Completion, except as may otherwise be noted in the Certificate of Substantial Completion

6.6.2 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) Construction Manager and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (ii) Owner and Construction Manager agree that Owner's use or occupancy will not interfere with Construction Manager's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Construction Manager, Owner shall make final payment by the time and in the manner required in the Contract, provided that Construction Manager has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Construction Manager shall provide the following information:

- 6.7.2.1** An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;
 - 6.7.2.2** A general release executed by Construction Manager waiving, upon receipt of final payment by Construction Manager, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;
 - 6.7.2.3** Consent of Construction Manager's surety or sureties to final payment;
 - 6.7.2.4** All operating manuals, warranties and other deliverables required by the Contract Documents; and
 - 6.7.2.5** Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract.
- 6.7.3** Upon making final payment, Owner waives all claims against Construction Manager except claims relating to (i) Construction Manager's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Construction Manager's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any warranties required by the Contract Documents.
- 6.7.4** Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Construction Manager under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Construction Manager, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

ARTICLE 7 INDEMNIFICATION

7.1 Payment Claim Indemnification.

- 7.1.1** Provided that Owner is not in breach of its contractual obligation to make payments to Construction Manager for the Work, Construction Manager shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Construction Manager, its Subcontractors and Sub-Subcontractors, or those for whose acts Construction Manager is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Construction Manager shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond or other applicable form of bond. If Construction Manager fails to do so, Owner will have the right to discharge the claim or lien and hold Construction Manager liable for costs and expenses incurred, including attorneys' fees.

7.2 Construction Manager's General Indemnification.

- 7.2.1** Construction Manager, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts

or omissions of Construction Manager, Subcontractors, Sub-Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

- 7.2.2** If an employee of Construction Manager, Subcontractors, Sub-Subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable makes a claim against Owner, its officers, directors, employees, or agents, Construction Manager's indemnity obligation set forth in Section 7.2.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Construction Manager, Subcontractors, Sub-Subcontractors or other entity under any employee benefit acts, including workers' compensation or disability acts.

ARTICLE 8 TIME

8.1 Obligation to Achieve the Contract Times.

- 8.1.1** Construction Manager agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Contract.

8.2 Delays to the Work.

- 8.2.1** If Construction Manager is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Construction Manager is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Construction Manager to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

ARTICLE 9 CHANGES TO THE CONTRACT PRICE AND TIME

9.1 Change Orders.

- 9.1.1** A Change Order is a written instrument issued after execution of the Contract signed by Owner and Construction Manager, stating their agreement upon all of the following:

- 9.1.1.1** The scope of the change in the Work;
- 9.1.1.2** The amount of the adjustment to the Contract Price; and
- 9.1.1.3** The extent of the adjustment to the Contract Time(s).

- 9.1.2** All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Construction Manager shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

- 9.1.3** If Owner requests a proposal for a change in the Work from Construction Manager and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Construction Manager for reasonable costs incurred for estimating services and services involved in the preparation of proposed revisions to the Contract Documents.

- 9.1.4** Pursuant to C.R.S. § 24-91-103.6(2)(b), no change order, as defined in C.R.S. § 24-101-301(2), or other form of order or directive shall be issued by Owner requiring additional compensable work to be

performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless Construction Manager is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.

9.1.5 Pursuant to C.R.S. § 24-91-103.6(2)(c), if Owner issues any form of order or directive requiring additional compensable work to be performed, Owner shall reimburse the Construction Manager for its costs, as part of its monthly Applications for Payment, for all additional directed work performed until a Change Order is finalized. In no instance shall such reimbursements be required before the Construction Manager has submitted an estimate of cost to Owner for the additional compensable work to be performed. The provisions of this section do not apply when there is an unresolved disagreement between Owner and Construction Manager, as set forth in Section 9.4.3 of these General Conditions of Contract.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Construction Manager shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including quality, performance and workmanship required by the Contract Documents. Construction Manager may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Construction Manager has informed and gained approval from the Owner, in writing, of any such changes and records such changes on the documents maintained by Construction Manager.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Contract or as subsequently agreed to between the parties;

9.4.1.2 Costs, fees and any other markups set forth in the Contract

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Construction Manager because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Construction Manager disagree upon whether Construction Manager is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Construction Manager shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Construction Manager shall furnish Owner with a good faith estimate of the costs to perform the disputed services in

accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Construction Manager to perform the services in accordance with Owner's interpretations, Construction Manager shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Construction Manager (i) directing Construction Manager to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Construction Manager shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Construction Manager does not prejudice Construction Manager's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

- 9.5.1** In any emergency affecting the safety of persons and/or property, Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

ARTICLE 10 CONTRACT ADJUSTMENTS AND DISPUTES

10.1 Requests for Contract Adjustments and Relief.

- 10.1.1** If either Construction Manager or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

- 10.2.1** The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Construction Manager and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
- 10.2.2** Construction Manager and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Construction Manager's Representative and Owner's Representative which shall conclude within five (5) days of the written notice provided for in Section 10.1.1 unless the Owner and Construction Manager mutually agree otherwise.
- 10.2.3** If a dispute or disagreement cannot be resolved through Construction Manager's Representative and Owner's Representative, Construction Manager's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than ten (10) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will

exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within fourteen (14) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Construction Manager and consistent with the mediator’s schedule, the mediation shall commence within thirty (30) days of the submission of the dispute to mediation.

10.3 Litigation.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Contract, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by litigation, and venue for such litigation shall be in the District Court of Adams County, Colorado.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Construction Manager shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Construction Manager, pending the final resolution of any dispute or disagreement between Construction Manager and Owner.

10.5 Consequential Damages.

10.5.1 Notwithstanding anything herein to the Contrary (Except as set forth in Section 10.5.2 below), neither Construction Manager nor Owner shall be liable to the Other for any consequential losses or damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, profits, business, reputation, or financing.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Contract, which both parties recognize has been established, in part, to reimburse Owner for damages that might otherwise be deemed to be consequential.

ARTICLE 11 STOP WORK AND TERMINATION FOR CAUSE

11.1 Owner’s Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Construction Manager in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Construction Manager is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

- 11.2.1** If Construction Manager persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.
- 11.2.2** Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Construction Manager that it intends to terminate the Contract unless the problem cited is cured by Construction Manager. Construction Manager shall have fourteen (14) days after such notice is given to cure the problem, provided, however, that if the problem cannot reasonably be cured within the fourteen day period, Construction Manager shall have a reasonable time to cure if it commences measures to cure the problem within the fourteen day period and proceeds diligently thereafter to cure it. If Construction Manager fails to cure the problem within the time periods set forth above, then Owner may declare the Contract terminated for default by providing written notice to Construction Manager of such declaration.
- 11.2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Construction Manager hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Construction Manager shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. The Contract establishes a Guaranteed Maximum Price and Construction Manager will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Construction Manager shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Construction Manager's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.
- 11.2.4** If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

11.3 Construction Manager's Right to Stop Work.

- 11.3.1** Construction Manager may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:
- 11.3.1.1** Owner's failure to provide financial assurances as required under Section 3.3 hereof; or
- 11.3.1.2** Owner's failure to pay amounts properly due under Construction Manager's Application for Payment.
- 11.3.2** Should any of the events set forth in Section 11.3.1 above occur, Construction Manager has the right to provide Owner with written notice that Construction Manager will stop the Work unless said event

is cured within seven (7) days from Owner's receipt of Construction Manager's notice. If Owner does not cure the problem within such seven (7) day period, Construction Manager may stop the Work. In such case, Construction Manager shall be entitled to make a claim for adjustment to the Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Construction Manager's Right to Terminate for Cause.

11.4.1 Construction Manager, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

11.4.1.1 The Work has been stopped for more than sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Construction Manager or anyone for whose acts Construction Manager may be responsible.

11.4.1.2 Owner's failure to provide Construction Manager with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for more than sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Construction Manager in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Construction Manager has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Construction Manager may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured by Owner. Owner shall have fourteen (14) days after such notice is given to cure the problem, provided, however, that if the problem cannot reasonably be cured within the fourteen day period, Owner shall have a reasonable time to cure if it commences measures to cure the problem within the fourteen day period and proceeds diligently thereafter to cure it. If Owner fails to cure the problem within the time periods set forth above, then Construction Manager may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Construction Manager shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

11.5 Bankruptcy of Owner or Construction Manager.

11.5.1 If either Owner or Construction Manager institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

- 11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Construction Manager to stop Work under any applicable provision of these General Conditions of Contract.

ARTICLE 12 ELECTRONIC DATA

12.1 Electronic Data.

- 12.1.1** The parties recognize that Contract Documents, including drawings, specifications and other Work Product may be transmitted among Owner, Construction Manager, Design Consultant, and others in electronic media as an alternative to paper hard copies (collectively “Electronic Data”).

12.2 Transmission of Electronic Data.

- 12.2.1** Owner and Construction Manager shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.
- 12.2.2** Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.
- 12.2.3** By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

- 12.3.1** The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.
- 12.3.2** Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

ARTICLE 13 MISCELLANEOUS

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project unless otherwise required by law or court order to disclose the information.

13.2 Assignment.

13.2.1 Neither Construction Manager nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Construction Manager and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Contract and all Contract Documents shall be governed by the laws of the State of Colorado, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Construction Manager or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice or other documents be provided to the other party, such notice or documents will be deemed to have been validly given (i) at the time of delivery if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated on Page 1 of the Contract, or (iii) if transmitted by facsimile, at the time stated in a machine generated confirmation that notice was received at the facsimile number, as set forth on Page 1 of the Contract, of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**CITY OF NORTHGLENN
Lift Station A
Replacement
EXHIBIT C**

ATTACHMENT TO CONTRACT TO COMPLY WITH C.R.S. § 8-17.5 101, et seq.

This document is an attachment to, and the provisions of this document are incorporated by reference in, a contract (the "Contract") between The City of Northglenn (referred to in this document as the "City") and J.R. Filanc Construction Company, Inc (referred to in this document as the "Contractor") dated this__day of_____, 20____. The Contractor certifies and agrees as follows:

1. The Contractor shall not:
 - Knowingly employ or contract with an illegal alien to perform work under the Contract;or
 - Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
2. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Contract through participation in either the E-Verify Program or the Department Program (as those terms are defined in Section 8-17.5-101, C.R.S.).
3. The Contractor is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
4. If the Contractor obtains actual knowledge that a subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor is requiredto:
 - Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien;and
 - Terminate the subcontract with the subcontractor if within three days of receiving the notice required in the above bullet paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contractedwith an illegal alien.

5. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking.
6. If the Contractor violates any of the provisions stated above, the City may terminate the Contract for a breach of the Contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

J.R. Filanc Construction Company, Inc
455 W. 115th Ave. Suite 3, Northglenn, CO 80234

By:  _____

Name: David J. Kiess

Title: Vice President