



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707- fax
fcgov.com/purchasing

August 22, 2011

Garney Construction
Attn: Mr. Jeffrey Moore
10822 West Toller Drive, Suite 100
Littleton, CO 80127

RE: Renewal, 7089 Water, Wastewater, Stormwater Infrastructure Design and Constructions

Dear Mr. Moore:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions.

The term will be extended for one (1) additional year, January 1, 2012 through December 31, 2012.

Article 5 Payment Provisions sections 5.1.1 and 5.1.2 are changed to read:

5.1.1. Prior to Substantial Completion, Owner will be entitled to withhold as contract retainage five percent (5%) of each progress payment, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions. If, in the sole discretion of Owner, on recommendation of Engineer, Owner determines that the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed. 95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions) may be included in the application Section 00520 Page 3 for payment.

5.1.2. Upon Substantial Completion payment will be made in an amount sufficient, if necessary, to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine or OWNER may withhold in accordance with paragraph 14.7 of the General Conditions or as provided by law.

If the renewal is acceptable to your firm, please sign this letter in the space provided **include a current copy of insurance naming the City as an additional insured** and return all documents to the City of Fort Collins, Purchasing Division, P. O. Box 580, Fort Collins, CO 80522, within the next fifteen days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating
Rev 02/2010

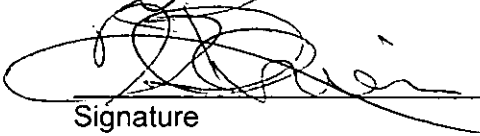
that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Opal F. Dick, CPPO, Senior Buyer at (970) 221-6778 if you have any questions regarding this matter.

Sincerely,



James B. O'Neill II, CPPO, FNIGP
Director of Purchasing and Risk Management


Signature

8/30/11
Date

(Please indicate your desire to renew 7089 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO:ll

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMITS/LIMITS NOT LISTED BELOW.

This is to Certify that

Garney Construction

7911 Shaffer Parkway

Littleton

CO 80127

NAME AND ADDRESS OF INSURED



Liberty Mutual

Is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY										
WORKERS COMPENSATION	10/1/2011	WA2-64D-426942-730	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: AL,AR,AZ,CO,FL,GA,IA,KS,KY,LA,MO,MS,NE,OK,TN, TX,VA <table border="1"> <tr> <td colspan="2">EMPLOYERS LIABILITY</td> </tr> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Each Person</td> </tr> </table>	EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit	Bodily Injury By Disease	\$1,000,000 Each Person		
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COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	10/1/2011	TB2-641-426942-720	<table border="1"> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products / Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000 Per Person / Organization</td> </tr> <tr> <td>Other \$300,000 Fire Legal</td> <td>Other \$10,000 Medical</td> </tr> </table>	General Aggregate	\$2,000,000	Products / Completed Operations Aggregate	\$2,000,000	Each Occurrence	\$1,000,000	Personal & Advertising Injury	\$1,000,000 Per Person / Organization	Other \$300,000 Fire Legal	Other \$10,000 Medical
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AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	10/1/2011	AS2-641-426942-710	<table border="1"> <tr> <td>\$1,000,000</td> <td>Each Accident—Single Limit B.I. And P.D. Combined</td> </tr> <tr> <td></td> <td>Each Person</td> </tr> <tr> <td></td> <td>Each Accident or Occurrence</td> </tr> <tr> <td></td> <td>Each Accident or Occurrence</td> </tr> </table>	\$1,000,000	Each Accident—Single Limit B.I. And P.D. Combined		Each Person		Each Accident or Occurrence		Each Accident or Occurrence		
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	Each Person												
	Each Accident or Occurrence												
	Each Accident or Occurrence												
OTHER													

RETRO DATE

ADDITIONAL COMMENTS
 City of Fort Collins, Colorado is an additional insured under the General Liability and Automobile Liability policy if required by written contract with the Named Insured, but only for the coverage and limits provided by the policy and the additional insured endorsement.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 60 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

City of Fort Collins

P.O. Box 580
Fort Collins

CO 80522

Laura Rudolph

Laura Rudolph

St. Louis / 0442 AUTHORIZED REPRESENTATIVE
 12250 Weber Hill Road
 St. Louis MO 63127 800-392-9223 9/20/2010
 OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10