

109445

Requisition Form

Vendor: Connell Resources

Fort Collins, CO

Today's Date: \_\_\_\_\_

Ship To: \_\_\_\_\_

Date Required: \_\_\_\_\_

Special Instructions: \_\_\_\_\_

September 16, 2014

ASAP

Requisition No.: \_\_\_\_\_

Date Entered: \_\_\_\_\_

Date Approved: \_\_\_\_\_

Date Denied: \_\_\_\_\_

48159

9/29/14 Amm

Item #	Quantity	Unit	Description	Unit Price	Total	Charge Number
1	1	LS	West Vine Outfall Project - Landscaping	\$149,000.00	\$149,000.00	504.5040440004.535010.6

Requested By:  

Matt Falter

9-19-14

Authorized By: 

CONTRACT DOCUMENTS FOR

# WEST VINE OUTFALL PROJECT – LANDSCAPING



September 2014



Connell Resources, Inc.  
7785 Highland Meadows Parkway, Suite 100  
Fort Collins CO 80528



Fort Collins Utilities  
700 Wood Street  
Fort Collins CO 80521

**Connell Resources, Inc.**  
 7785 Highland Meadows Pkwy, #100  
 Fort Collins, CO 80528  
 Phone: (970) 223-3151  
 Fax: (970) 223-3191



**QUOTATION**

Date: 9/10/2014

Estimator: Dan Giesler

<b>Submitted To:</b> City Of Fort Collins - Utilities	<b>Bid Title:</b> W. Vine - Landscape / Irrigation
<b>Address:</b> 700 Wood St. Fort Collins, CO 80522	<b>Bid Number:</b> 2131065
<b>Contact:</b> Matt Fater	<b>Project Location:</b> Vine & Shields
<b>Phone:</b> (970) 221-6700 <b>Fax:</b> (970) 221-6619	<b>Project City, State:</b> Fort Collins, CO
	<b>Engineer/Architect:</b> BHA

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Landscaping (Install - 89 Trees, 165 Shrubs, Wetland Seed, Crusher Fines Path, 1 Year Maintenance For Trees, Weeds, Irrigation)	1.00	LS	\$77,000.00	\$77,000.00
200	Temp Irrigation System Install	1.00	LS	\$72,000.00	\$72,000.00
				<b>Total Bid Price:</b>	<b>\$149,000.00</b>

**Notes:**

- Pricing is based upon plans entitled "COFC West Vine Basin Outfall Channel" dated 12/19/13, Sheets 1 through 37, as prepared by Anderson Consulting Engineers, Inc. and No Geotechnical Engineering report.
- The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits: including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; Dewatering; Maintenance of erosion control devices for others; quality control or acceptance testing; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation.
- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is Scheduled to start Sept 2014.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.

**CONDITIONS AND AGREEMENTS**

- 1. WITHDRAWAL OF QUOTATION:** This quotation may be withdrawn or modified by Connell Resources, Inc. ("Connell") if not accepted by the named sponsor (the "Sponsor") within thirty (30) days from date of issue.
- 2. PERFORMANCE:** Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell's control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell's control.
- 3. SPONSOR'S RESPONSIBILITIES:** This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.
- 4. SOIL, MECHANICS AND UNDERGROUND CONDITIONS:** During excavation, if material is encountered that a 1-1/4 yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.
- 5. DESIGN AND ENGINEERING SERVICES:** Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by sponsor, sponsor's agents or third parties.
- 6. EXTRA WORK:** Upon written notice from Connell to the sponsor, sponsor's agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the sponsor shall pay Connell on a time-and-material basis for all costs related to such work unless the parties agree in writing on another method of compensation.
- 7. QUANTITY DETERMINATION AND BILLINGS:** For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.
- 8. PAYMENT TERMS:** The sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1-1/4% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell's right to full and immediate payment.
- 9. DEFAULT:** If sponsor defaults in timely making any payment or performing any obligation under this Agreement, sponsor shall pay all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default.
- 10. WARRANTIES:** All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL.

AND WAIVED BY BUYER.

**11.SOIL STERILIZATION:** If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

**12.ASPHALT PRICE ADJUSTMENTS:** In the event of national and regional shortages of crude oil or other factors beyond Connell's control, Connell's suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell's current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

**13.AUTHORITY TO PERFORM WORK:** The sponsor accepting this quotation represents that it is the representative of the Owner of the premises on which the work is to be done, or that the signer is an authorized representative of the Owner, and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

**14.INDEMNIFICATION/LIABILITY LIMITATION:** Connell shall not be responsible for sponsor's acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of sponsor, sponsor's agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the sponsor may incur or suffer in connection with this Agreement.

**15.BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

**16.HAZARDOUS MATERIALS:** In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as "Hazardous Materials") which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job site will extend Connell's time for performance under this Agreement a like amount of the time.

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> _____ <b>Signature:</b> _____ <b>Date of Acceptance:</b> _____	<b>CONFIRMED:</b> <b>Connell Resources, Inc.</b>  <b>Authorized Signature:</b> _____ <b>Estimator:</b> Dan Giesler
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335 S. Summit View Dr.  
 Fort Collins, CO 80524  
 (970) 221-9228  
[www.ZakGeorgeLandscaping.com](http://www.ZakGeorgeLandscaping.com)

**Budgetary Estimate**  
 Prices good for 30 days

Connell Resources  
 West Vine Basin Project  
 c/o Dan Geisler  
[dgiesler@connelresources.com](mailto:dgiesler@connelresources.com)

Original 1/28/2014  
 Revised 8-24-2014  
 2014-L003Z

Mobilization of equipment and trailers to the site	\$175.00
Install temporary irrigation for the seeding	\$49,265.00
2.5" Tap will be needed based on the design (smaller is acceptable but will alter the design and price) 2.5" backflow with cage would be used 3' PVC mainline, 2.5" lateral lines Scrubber valves to be used to reduce possible maintenance in the field, decoder on each valve Rain Bird 2 wire system with surge protection installed. 2 wire will also reduce theft of wire Rain Bird 8005 heads to be used. NOTE: head to head coverage will not be attained or necessary for seed, head spacing will be stream to stream. The idea is to install the zones on the top of the slope and allow the water to run to the middle of the slope. Tap and electricity by others unless specified by Connell	
Crusher fines path with soil stabilizer as proposed (1500sf)	\$6,750.00
Buff colored breeze was used for pricing and is also recommended Drum roller will be used to compact the dirt prior to install Drum roller will be used to compact the breeze after install	
Install 89 trees as shown on the plan	\$32,000.00
Amend each hole at install, stake up after completion Note: trees will need winter water the first year	
Install 165 shrubs as shown on the plan	\$7,200.00
Amend each hole at install Note: shrubs will need winter water the first year	
Native wetland seed mix	\$9,375.00
Install as per manufactures recommendations Approx. sf of seed 50,000	
Wetland plugs as listed on the plan	\$2,000.00
Clean up of site after ZGL and minor clean up work of previous trades	\$1,750.00
Yearly weed maintenance (2 broadcast applications, 1 spot spray)	\$2,350.00
Yearly irrigation maintenance (1 activation, 7 checks, 1 winterization)	\$2,700.00
Water all trees (102) once monthly (Nov. - March) Depending on weather	\$1,750.00
General Conditions	\$3,500.00
Management, admin, vehicles and other job related costs	
<b>Total</b>	<b>\$118,815.00</b>

References, Liability Insurance, Workers Compensation, Auto Liability documents available upon request

**What to Expect During the Transformation!**

**Prior to starting** - Your ZGL representative is busy getting the materials lined up and ordered for project. Schedules are being built and given to the project supervisor. The final details are being lined out on the plans. **NOTE:** We give each project 100% attention once we are on your project.

**Mobilization** - This is where the equipment and job trailers are moved to your project. This usually means that the construction will start within the next 24 hours. Most jobs have multiple pieces of equipment and one job trailer. Line locates are done around this same time to locate your utilities.

**Time to get dirty** - Remember that every project is unique, but there are similarities among jobs. At this point the demo will start. This is the dirtiest part of the project. We will have old materials going out and new materials coming in at the same time. We try to keep the streets and material storage areas as clean as we can but there are a lot of factors that play into each project. Our goal is to move things efficiently and effectively as we estimated. Please excuse our mess as we work through things.

**During the project** - You will find dirt on the sidewalks, dust, pipes sticking out of the ground, materials in the street or blocking part of the street depending on the project, so be careful. A section of fence may be taken out for access. Machinery, TRUCKS and trailers coming and going. Foot traffic, wheelbarrow and machinery traffic in the yard. Guys resting or taking a break and much more.

**Communication** - This is key to all parties. We at ZGL feel it is much easier to fix things along the way vs. waiting until the project is over. It saves everybody time. If at any time you need clarification or want to look at things let us know and somebody from ZGL would be happy to meet with you to discuss. Your ZGL representative will be working vigorously behind the scenes to keep the project moving along smoothly. Your ZGL representative will be making frequent visits to the project to ensure the project is running smooth and make any necessary changes. Don't hesitate to contact or call us at any time through out the project.

**Finished project** - Before the project is getting close to finishing your ZGL rep. will walk the project with the supervisor to discuss any possible changes. Once that is done a final walk through will be scheduled with the customer to walk you through your project and answer any questions. At this point ZGL looks to collect any outstanding monies from the project.

**Thank You For The Opportunity To Serve You!**

landscape industry  
**certified**



## SECTION 00500

### AGREEMENT FORMS

00525	Work Order, Notice of Award, and Bid Schedule	00525-1
00530	Notice to Proceed	00530-1
00600	Bonds and Certificates	00600-1
00610	Performance Bond	00610-1 – 00610-2
00615	Payment Bond	00615-1 – 00615-2
00630	Certificate of Insurance	00630-1
00635	Certificate of Substantial Completion	00635-1
00640	Certificate of Final Acceptance	00640-1
00650	Lien Waiver Release (CONTRACTOR)	00650-1 – 00650-2
00651	Lien Waiver Release (SUBCONTRACTOR)	00651-1 – 00651-2
00660	Consent of Surety	00660-1
00670	Application for Exemption Certificate	00670-1 – 00670-2

### CONDITIONS OF THE CONTRACT

00800	Supplementary Conditions	00800-1 – 00800-8
00900	Addenda, Modifications and Payment	00900
00950	Work Order Change Order	00950-1
00960	Application for Payment	00960-1 – 00960-4

**SECTION 00525  
WORK ORDER, NOTICE OF AWARD AND BID SCHEDULE**

TO: Connell Resources, Inc

WORK ORDER NUMBER: \_\_\_\_\_

PURCHASE ORDER: \_\_\_\_\_

TITLE: West Vine Outfall - Landscaping

ENGINEER: Anderson Consulting Engineers

OWNER'S REPRESENTATIVE: Matt Fater - Fort Collins Utilities

NOTICE OF AWARD DATE: September 11, 2014

OWNER: CITY OF FORT COLLINS  
(hereinafter referred to as OWNER)

7089 W, WW + Stormwater  
Utilities Infrastructure Desig  
+ Construction

1. WORK. You are hereby notified that your bid dated September 10, 2014, for the above Work Order has been considered. Pursuant to your AGREEMENT with OWNER dated February 16, 2010, you have been awarded a Work Order for this Work Order Description:

A. See Section 01100 – Summary of Work.

2. CONTRACT PRICE, BONDS AND CERTIFICATES. The price of your Work Order is One Hundred and Forty Nine Thousand Dollars (\$149,000). Pursuant to the AGREEMENT and the Contract Documents, Performance and Payment Bonds and insurance are required.

3. CONTRACT TIMES. Pursuant to the AGREEMENT and the Contract Documents, the date for Substantial Completion of this Work Order is June 1, 2015, and after Substantial Completion, the number of days for Final Payment and Acceptance is 60 Calendar days.

4. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expenses and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty) CONTRACTOR shall pay OWNER the amounts set forth hereafter.

1) Substantial Completion: Five Hundred Dollars (\$500.00) for each calendar day or fraction thereof that expires after June 1, 2015 until the work is Substantially Complete.



2) Final Acceptance: After Substantial Completion Two Hundred Dollars (\$200.00) for each calendar day or fraction thereof that expires after the 60 calendar day period for Final Payment and Acceptance until the Work is ready for Final Payment and Acceptance.

5. EXECUTION. Four (4) copies of this proposed Work Order & Notice of Award, and accompanying amendments or supplements to the Contract Documents (except any applicable Drawings) incorporated herein, are provided. Four (4) sets of any applicable Drawings will be delivered separately or otherwise made available to you immediately. You must comply with the following conditions precedent within fifteen (15) days of the date of this Notice of Award, that is, by September 26, 2014.

- A. You must deliver to OWNER four (4) fully-executed counterparts of this Work Order, including all amendments or supplements to the Contract Documents incorporated herein. Each Work Order must bear your signature as provided.
- B. You must deliver with the executed Work Order the Contract Security (Bonds) and insurance, as specified in the Agreement, this Work Order, the General Conditions (Article 5.1) and the Supplementary Conditions.

Failure to comply with these conditions within the time specified will entitle OWNER to consider your Bid abandoned and to annul this Work Order & Notice of Award. Within ten (10) days after you comply with those conditions, OWNER will return to you one (1) fully-signed counterpart of this Work Order with any amendments or supplements to the Contract Documents attached.

CONTRACTOR'S NOTICE OF AWARD REPRESENTATION & EXECUTION:

CONTRACTOR agrees to perform the services identified above, in accordance with the terms and conditions contained herein and in the AGREEMENT dated February 16, 2010 and the NOTICE OF AWARD dated September 11, 2014, between the parties. In the event of a conflict between or ambiguity in the terms of the AGREEMENT or specific Work Orders, the AGREEMENT shall control.

CONTRACTOR: Connell Resources, Inc.

By:  \_\_\_\_\_

Name: John M. Warren \_\_\_\_\_

Date: 9/17/14 \_\_\_\_\_

Title: Vice President \_\_\_\_\_

OWNER'S ACCEPTANCE & EXECUTION:

This Work Order and the attached Contract Documents are hereby accepted and incorporated herein by this reference and the attached Notice to Proceed is hereby given.

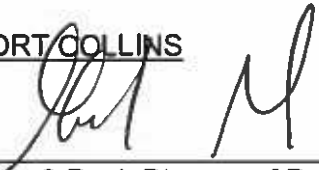
ACCEPTANCE:  Date: 9-19-14  
Matt Fater, Special Projects Manager

ACCEPTANCE:  Date: 9/19/14  
Owen L. Randall, Chief Engineer

ACCEPTANCE:  Date: 9/22/14  
Jon Haukaas, Water Engineering and Field Services Operations Manager

ACCEPTANCE: \_\_\_\_\_ Date: \_\_\_\_\_  
Kevin Gertig, Utilities Executive Director  
(if greater than \$1,000,000)

OWNER: CITY OF FORT COLLINS

ACCEPTANCE:  Date: 9/23/14  
Gerry S Paul, Director of Purchasing and Risk Management  
(if greater than \$60,000)

**SECTION 00530  
WORK ORDER NOTICE TO PROCEED**

Description of Work: West Vine Outfall - Landscaping

To: Connell Resources, Inc.

\_\_\_\_\_

\_\_\_\_\_

This notice is to advise you:

That the contract covering the above described Work has been fully executed by the CONTRACTOR and the OWNER.

That the required CONTRACTOR's Performance Bond and Payment Bond have been received by the OWNER.

That the OWNER has approved the said Contract Documents.

Therefore, as the CONTRACTOR for the above described Work, you are hereby authorized and directed to proceed within fifteen (15) calendar days from receipt of this notice as required by the Agreement.

Dated this \_\_\_\_\_.

The dates for Substantial Completion and Final Acceptance shall be June 1, 2015 and July 1, 2015, respectively.

City of Fort Collins  
OWNER

By: \_\_\_\_\_  
Matt Fater

Title Special Projects Manager

**ACKNOWLEDGMENT OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SECTION 00600  
BONDS AND CERTIFICATES**

00610	Performance Bond
00615	Payment Bond
00630	Certificate of Insurance
00635	Certificate of Substantial Completion
00640	Certificate of Final Acceptance
00650	Lien Waiver Release (CONTRACTOR)
00651	Lien Waiver Release (SUBCONTRACTOR)
00660	Consent of Surety
00670	Application for Exemption Certificate

SECTION 00610  
PERFORMANCE BOND

Bond No. 106141304

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) Connell Resources, Inc.

(Address) 7785 Highland Meadows Parkway #100, Fort Collins, CO 80528

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as the "Principal" and

(Firm) Travelers Casualty and Surety Company of America

(Address) One Tower Square, Hartford, CT 06183

hereinafter referred to as "the Surety", are held and firmly bound unto City of Fort Collins, 300 Laporte Ave, Fort Collins, Colorado 80522 a (Municipal Corporation) hereinafter referred to as the "OWNER", in the penal sum of One Hundred Forty Nine Thousand Dollars (\$149,000), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the OWNER, dated February 16, 2010, a copy of which is hereto attached and made a part hereof for the performance of The City of Fort Collins project, West Vine Outfall - Landscaping.

Per Work Order, Notice of Award, Bid Schedule dated September 11, 2014

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without Notice to the Surety and during the life of the guaranty period, and if the Principal shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the OWNER from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the OWNER.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this 16th day of September, 2014.

West Vine Outfall - Landscaping

Performance Bond

September 2014

00610-1

IN PRESENCE OF:

Nancy Anderson  
Asst. Secretary

(Corporate Seal)

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

IN PRESENCE OF:

Patsy Ebert  
Witness

(Surety Seal)

Principal Connell Resources, Inc.

By: [Signature]

Vice President

Title

7785 Highland Meadows Parkway #100, Ft. Collins, CO 80528  
Address

Other Partners

By: \_\_\_\_\_

By: \_\_\_\_\_

Surety Travelers Casualty and Surety  
Company of America

By: Darlene Krings

Attorney-in-Fact Darlene Krings

By: One Tower Square, Hartford, CT 06183  
Address

NOTE: Date of Bond must not be prior to date of Agreement. If CONTRACTOR is Partnership, all partners should execute Bond.

SECTION 00615  
PAYMENT BOND

Bond No. 106141304

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) Connell Resources, Inc.

(Address) 7785 Highland Meadows Parkway #100, Fort Collins, CO 80528  
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as the "Principal" and

(Firm) Travelers Casualty and Surety Company of America

(Address) One Tower Square, Hartford, CT 06183

hereinafter referred to as "the Surety", are held and firmly bound unto the City of Fort Collins, 300 Laporte Ave., Fort Collins, Colorado 80522 a (Municipal Corporation) hereinafter referred to as "the OWNER", in the penal sum of One Hundred Forty Nine Thousand Dollars (\$149,000), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Agreement with the OWNER, dated February 16 2010, a copy of which is hereto attached and made a part hereof for the performance of The City of Fort Collins project, West Vine Outfall - Landscaping.

Per Work Order, Notice of Award, Bid Schedule dated September 11, 2014

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Agreement and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the OWNER.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this 16th day of September, 2014.

West Vine Outfall - Landscaping

Payment Bond

September 2014

00615-1

IN PRESENCE OF:

*Ang Anderson*  
Ast. Secretary

(Corporate Seal)

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

IN PRESENCE OF:

*Patsy Ebert*  
Witness

(Surety Seal)

**Principal** Connell Resources, Inc.

By: *[Signature]*

Vice President

Title

7785 Highland Meadows Parkway #100, Ft. Collins, CO 80528

Address

**Other Partners**

By: \_\_\_\_\_

By: \_\_\_\_\_

**Surety** Travelers Casualty and Surety  
Company of America

By: *Darlene Krings*

Attorney-in-Fact Darlene Krings

By: One Tower Square, Hartford, CT 06183

Address

NOTE: Date of Bond must not be prior to date of Agreement. If CONTRACTOR is Partnership, all partners should execute Bond.





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226237

Certificate No. 005845840

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darlene Krings, William C. Bensler, Kelly T. Urwiller, Diane F. Clementson, Anthony P. Stimac, Royal R. Lovell, Russell D. Lear, Katherine E. Dill, K'Anne E. Vogel, Jennifer Winter, Steve J. Blohm, and Wesley J. Butorac

of the City of Greeley, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of March, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 28th day of March, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

**SECTION 00630  
CERTIFICATE OF INSURANCE**

CONTRACTOR shall insert his own standard form for Certificate of Insurance.

Client#: 14427

CONRE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Flood & Peterson Ins., Inc. P. O. Box 578 Greeley, CO 80632 970 356-0123
CONTACT NAME: Nikki Mosbrucker
PHONE (A/C, No, Ext): 970 266-7123 FAX (A/C, No): 970 506-6823
E-MAIL ADDRESS: nmosbrucker@floodpeterson.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Insurance Company INSURER B: Pinnacol Assurance

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CRI# 2141062 - West Vine Outfall -- Landscaping

Certificate holder is included as Additional Insured as required by written contract with respects to liability arising out of work performed by the named insured.

CERTIFICATE HOLDER

City of Fort Collins
PO Box 580
Fort Collins, CO 80522

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]