

TOWN OF MEAD, COLORADO
CONSTRUCTION AGREEMENT
Project Number 2023-005
(WWTF Structures and Interceptor Manholes Rehabilitation)
(JVA Job No. 1015.11e)

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the TOWN OF MEAD, COLORADO, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town” or “Owner”), and Concrete Conservation, LLC, a Florida limited liability company, whose address is 4527 Sunbeam Rd, Jacksonville, FL 32257 (the “Contractor”).

RECITALS

WHEREAS, the Town desires to obtain all necessary components to complete the scope of work for the Project; and

WHEREAS, the Town received bids or proposals for the Project, including one from the Contractor (“Bid Proposal”); and

WHEREAS, the Town has reviewed the Bid Proposal from the Contractor for the completion of the Project, and the Town finds said Bid Proposal acceptable; and

WHEREAS, the Town desires to contract with the Contractor subject to the terms of this Agreement and all other Contract Documents.

NOW, THEREFORE, for the consideration herein expressed, it is agreed as follows by and between the Town and the Contractor that the Contractor shall perform the following:

THE PARTIES AGREE AS FOLLOWS:

1.00 SCOPE OF WORK: The Contractor will furnish all tools, equipment, machinery, materials, supplies, superintendence, insurance, transportation, other construction accessories, and services specified or required to be incorporated in and form a permanent part of the construction and completion of the work proposed to be done under this Agreement (“Work” or “Scope of Work”). In addition, the Contractor shall provide and perform all necessary labor in a first-class and workmanlike manner and in accordance with the conditions and prices stated in the Bid Proposal and the requirements, stipulations, provisions, and conditions of the Contract Documents. The Contractor shall further perform, execute, construct, and complete all things mentioned to be done by the Contractor and all work covered by the Owner’s official award of this contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor’s bid, or part thereof.

2.00 THE CONTRACT DOCUMENTS: This Agreement incorporates all the Contract Documents, which together represent the entire and integrated agreement between the parties hereto and supersede prior negotiations, written or oral representations, and agreements. The Contract Documents consist of this Construction Agreement, which Agreement also incorporates by this reference all of the instruments set forth in the Contract Documents as fully as if they were set forth in this Agreement in full. The Contract Documents consist of, without limitation, the following documents:

1. Invitation for Bid or Request for Proposals and Instructions to Bidders
2. Contractor’s Bid Form (with Unit Pricing as indicated), which is **Exhibit A** to this Agreement
3. This Construction Agreement and any addendums, exhibits or attachments to this Agreement
4. Performance and Payment Bond
5. Bid Proposal
6. Notice of Award

7. Notice to Proceed
8. Bid Bond (Minimum 5% equivalent of the Bid Proposal price or as otherwise set forth in the Bid Bond form provided as part of the Bid Pack)
9. General Conditions
10. Supplementary Conditions
11. Project Manual/Bid Set
12. The following documents if the box is checked:
 - Special Provisions
 - Design Documents, including all Drawings and Plans
 - Specifications
 - Addendums to Specifications and Standards
 - The following manual of construction design standards and specifications:

 - Change Orders, Field Orders or other similar revisions properly authorized after the execution of this Agreement
 - Others: _____

3.00 TIME AND COMMENCEMENT OF COMPLETION: This Agreement shall commence as of the date the Agreement is fully executed by both parties and shall continue through forty (40) days from the date of this Agreement, or until the Scope of Work is completed. The Contractor shall commence the Work within the timeframe or by the date stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 120 days of the date of this Agreement. Contractor shall complete the Work within the time stated in the Notice to Proceed or, if no Notice to Proceed is issued, within 10 days of the date of this Agreement.

4.00 LIQUIDATED DAMAGES: All time limits stated in this Agreement and the Contract Documents are of the essence of the Agreement. The Town and Contractor recognize the completion of the work as shown in the contractual time frame, or as extended, is important to the ongoing operations of the Town and its citizens. They also recognize that delays include expenses to the Town for extended manpower commitments, outside consultant commitments, and potentially other legal fees to extend the project beyond the expected time period.

If this box is checked, in lieu of requiring any such proof and backup for such expenses, Contractor agrees that liquidated damages (not penalties) may be assessed by the Owner in the sum of **\$900.00 per day** for each day after the contract time frame expires.

If this box is checked, in addition to or in lieu of the daily damages (if checked above), Contractor agrees that lump sum liquidated damages (not penalties) may be assessed by the Town in a lump sum payment of \$ _____ .00 if the work is not completed by _____, 20__.

5.00 CONTRACT SUM AND PAYMENT: The Owner shall pay to the Contractor for performance of the Work encompassed by this Agreement, and the Contractor will accept as full compensation therefore an amount not to exceed *ONE HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS* (\$157,561.00) subject to adjustment as provided by the Contract Documents (“Contract Price”). The Town has appropriated sufficient funds for completion of this Work.

- a. Monthly, partial, progress payments shall be made by the Town to the Contractor for the percentage of the Work completed, subject to inspection by Town staff to verify percentage of completion. The Town alone shall determine when work has been completed and progress payments shall not constitute a waiver of the right of the Town to require the fulfillment of all terms of this Agreement and the delivery of all improvements embraced in this Agreement in a complete and satisfactory manner to the Town in all details. The Town, before making any payment, may require the Contractor to furnish releases or receipts

from any or all persons performing work under this Agreement and/or supplying material or services to the Contractor, or any subcontractor if this is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Contractor without requiring the furnishing of such releases or receipts.

- b. By the 30th day of each month, Contractor shall submit to the Town for review and approval, an application for payment fully completed and signed by Contractor covering the work completed through the last day of the prior month and accompanied by such supporting documentation as is required by these Contract Documents, including without limitation, time sheets, invoices, receipts, bills of lading, and all other documents the Town may require. Materials on hand but not complete in place may or may not be included for payment at the discretion of the Town. Each subsequent application for payment shall include an affidavit of Contractor providing that all previous progress payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior applications for payment. Notwithstanding the progress payments, it is the intent and purpose of the Town to withhold at least five percent (5%) of payments to Contractor for any contract exceeding One Hundred Fifty Thousand Dollars (\$150,000.00) in accordance with Article 91, Title 24, C.R.S.

6.00 ACCEPTANCE AND FINAL PAYMENT: Final payment may be requested by the Contractor upon completion and acceptance, by the Town, of all work as set forth in the Contract Documents. The total amount of final payment shall consist of the Contract Price, as adjusted in accordance with approved change orders, if applicable, less all previous payments to the Contractor. If the contract price exceeds one hundred fifty thousand dollars (\$150,000), the Town may make the final payment to the Contractor only after the Town has published notice of such final payment in accordance with C.R.S. § 24-91-103.

7.00 ADDITIONAL WORK: Should work beyond that described in the Contract Documents be required, it will be paid for as extra work at a cost to be agreed upon in separate written agreement by the Town and the Contractor prior to commencement of the additional work. Such additional agreements shall be executed and approved by all persons required by Town purchasing ordinances or policies. Unless specifically excluded, such written agreements shall be considered part of the Contract Documents.

8.00 CONTRACTOR'S REPRESENTATIONS: In order to induce the Town to enter into this Agreement, the Contractor makes the following representations:

- a. The Contractor has familiarized itself with the nature and the extent of the Contract Documents, Scope of Work, the locality, all physical characteristics of the area of the work within the Scope of Work, including without limitation, improvements, soil conditions, drainage, topography, and all other features of the terrain, and with the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the work, or apply in any manner whatsoever to the work.
- b. Contractor has carefully considered all physical conditions at the site and existing facilities affecting cost, progress, or performance of the work.
- c. Contractor has given the Town written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and such documents are acceptable to the Contractor.
- d. Contractor shall not extend the credit or faith of the Owner to any other persons or organizations.

9.00 INSURANCE: Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all obligations assumed by the Contractor pursuant to this Agreement. Contractor shall not commence work under this Agreement until it has obtained all said insurance required by the Contract Documents and such

insurance has been approved by the Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must continuously maintain the insurance coverage required in this section, with the minimum insurance coverage listed below:

- a. Worker's Compensation in accordance with the Worker's Compensation Act of the State of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract.
- b. Comprehensive General liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence, AND TWO MILLION DOLLARS (\$2,000,000) aggregate, plus an additional amount sufficient to pay related attorneys' fees and defense costs. 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, independent contractors, 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 limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) per each occurrence, plus an additional amount sufficient to pay related attorneys' fees and defense costs, with respect to each of the Contractor's owned, hired or non owned vehicles assigned to or used in performance of this contract.
- d. Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel-boards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.
- e. If this box is checked, Professional Liability/Errors and Omission in an amount not less than _____ MILLION DOLLARS (\$__,000,000).

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. The policies required above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any self-insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Contractor. Contractor shall be solely responsible for paying any and all deductibles.

Each certificate of insurance shall identify this Agreement or the project set forth in the Scope of Work and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate of insurance addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

10.00 BONDS: Contractor shall furnish a performance bond and payment bond in an amount determined by the Town, but in any event at least equal to the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including but not limited to the guaranty period. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) 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 Account, U.S. 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 Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

11.00 NO WAIVER OF GOVERNMENTAL IMMUNITY: The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement or the remainder of the Contract Documents, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents or their employees.

12.00 INDEMNIFICATION: The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Town, its agencies, employees, officials and agents ("Indemnitees") harmless from any and all claims, settlements, judgments, damages and costs, including reasonable attorney fees, of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Indemnitees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, subcontractors or any independent consultants working under the direction of either the Contractor or any subcontractor in the performance of this Contract; provided, however, that Contractor's obligations and liability hereunder shall not exceed the amount represented by the degree or percentage of negligence or fault attributable to the Contractor or any officer, employee, representative, agent, subcontractor, or other person acting under Contractor's direction or control, as determined pursuant to C.R.S. § 13-50.5-102(8)(c).

13.00 TERMINATION FOR CONVENIENCE: This Agreement and the performance of the Scope of Work hereunder may be terminated at any time in whole, or from time to time in part, by the Town for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice ("**Notice of Termination**") specifying the extent to which performance of the Scope of Work is terminated and the date upon which termination becomes effective. If the Agreement is terminated, the Contractor shall be paid on a pro-rated basis of work status satisfactorily completed, under the detailed Scope of Work. The portion of the Scope of Work satisfactorily completed but not yet accepted by the Town shall be determined by the Town.

14.00 EVENTS OF AND TERMINATION FOR DEFAULT:

- (1) The Town may serve written notice upon the Contractor of its intention to terminate this Agreement in the presence of one of the following events of default:
 - a. Contractor fails to initiate the Scope of Work at the agreed upon time;
 - b. The Contractor unnecessarily or unreasonably delays the performance of the Scope of Work;
 - c. The Contractor does not complete the Scope of Work within the time specified or within the time to which completion of the Scope of Work has been extended;
 - d. Contractor fails to make prompt payments for labor, materials or to subcontractors;

- e. Contractor willfully violates this Agreement or disregards laws, ordinances or instructions of the Town;
- f. Contractor abandons performance of the Scope of Work;
- g. The Contractor assigns, transfers or sublets this Agreement or any part thereof without Town approval;
- h. Contractor becomes insolvent or adjudged bankrupt; or
- i. Contractor refuses to remove materials or perform any work within the Scope of Work that has been rejected as defective or unsuitable.

(2) Such written notice shall contain the reasons for the intention to terminate this Agreement and provide a five (5) business day period during which the Contractor may cure the event of default. A failure to timely cure the event of default shall authorize the Town to immediately terminate this Agreement and take whatever steps it deems necessary to complete the Scope of Work, if so desired by the Town in its sole discretion. The costs and charges incurred by the Town, together with the costs of completion of the Scope of Work shall be deducted from any monies owed to Contractor. If the expense incurred by the Town is greater than the sums payable under this Agreement, the Contractor shall pay the Town, within sixty (60) days of demand therefor the amount of such excess cost suffered by the Town.

15.00 LIABILITY FOR EMPLOYMENT-RELATED RIGHTS AND COMPENSATION: The Contractor will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Contractor's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

The Town will not include the Contractor as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

CONTRACTOR ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONTRACTOR FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONTRACTOR ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.

To the maximum extent permitted by law, the Contractor waives all claims against the Town for any Employee Benefits; the Contractor will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Contractor imposed on the Town; and the Contractor will reimburse the Town for any award, judgment, or fine against the Town based on the position the Contractor was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

16.00 GOVERNING LAW AND VENUE: Venue for any and all legal matters regarding or arising out of the transactions covered herein shall be solely in the District Court in and for Weld County, State of Colorado. This transaction shall be governed by the laws of the State of Colorado.

17.00 ASSIGNMENT: The Contractor shall not assign any of his rights or obligations under this Agreement without the prior written consent of the Town. Upon any assignment, even though consented to by the Owner, the Contractor shall remain liable for the performance of the work under this agreement.

18.00 LAWFUL PERFORMANCE: It is further agreed that no party to this Agreement will perform contrary to any state, federal, or county law, or any of the ordinances of the Town of Mead, Colorado.

19.00 INVALID SECTIONS: Should any section of this Agreement be found to be invalid, it is agreed that all other sections shall remain in full force and effect as though severable from the invalid part.

20.00 NOTICE: Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed facsimile or email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

The Town: Town of Mead
 Attn: Town Manager
 441 Third Street,
 Mead, CO 80542
 Email: erasmussen@townofmead.org

With a copy to: Michow Cox & McAskin, LLP
 Attn: Mead Town Attorney
 6530 S. Yosemite Street, Suite 200
 Greenwood Village, CO 80111
 Email: christiana@mcm-legal.com

Contractor: Concrete Conservation, LLC
 4527 Sunbeam Road
 Jacksonville, FL 32257
 Email: greynolds@spectrashield.com

21.00 SURVIVAL: The parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22.00 ATTORNEY’S FEES: If the Contractor breaches this Agreement, then it shall pay the Town’s reasonable costs and attorney’s fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

23.00 INTEGRATION AND AMENDMENT: This Agreement constitutes the entire agreement between the parties, superseding all prior oral or written communications. This Agreement may only be modified or amended upon written agreement signed by the parties.

24.00 RIGHTS AND REMEDIES: Any rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

25.00 BINDING EFFECT: The parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this section shall not authorize assignment.

26.00 NO THIRD-PARTY BENEFICIARIES: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

27.00 CONFLICT BETWEEN DOCUMENTS: In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit. In the event of a conflict between any of the Contract Documents, the following order of precedence shall apply: (1) change orders, (2) this Agreement, as may be amended, (3) special provisions, (4) general and supplementary conditions, (5) design standards and specifications, including any addenda, (6) design documents, and (7) any other Contract Documents, with the more specific or stricter provision controlling.

28.00 FORCE MAJEURE: Neither the Contractor nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

29.00 PROTECTION OF PERSONAL IDENTIFYING INFORMATION: In the event the Work includes or requires the Town to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

30.00 AUTHORITY: The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Contractor and bind their respective entities.

31.00 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Construction Agreement to be executed on the dates written below.

TOWN OF MEAD:

Board of Trustees (*for contracts exceeding \$25,000 pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

ATTEST:

By: _____
Mary Strutt, Town Clerk, MMC

By: _____
Colleen G. Whitlow, Mayor

OR

Town Manager (*for contracts \$25,000 or less pursuant to Sec. 4-2-20 of the Mead Municipal Code*)

By: _____
Helen Migchelbrink, Town Manager

Date of Execution: _____

CONTRACTOR:

CONCRETE CONSERVATION, LLC, a Florida limited liability company

By: _____

Printed Name: _____

Title: _____

Date of Execution: _____

STATE OF _____)

COUNTY OF _____) ss.

The foregoing Construction Agreement was acknowledged before me this ____ day of _____, 2023, by _____ as _____ of CONCRETE CONSERVATION, LLC, a Florida limited liability company.

Witness my hand and official seal.

My commission expires: _____.

Notary Public
(Required for all contracts pursuant to C.R.S. § 8-40-202(2)(b)(IV))

EXHIBIT A
CONTRACTOR'S FORM OF BID

[See attached document]



www.jvajva.com

<input type="checkbox"/> Boulder 1319 Spruce Street Boulder, CO 80302 303.444.1951	<input checked="" type="checkbox"/> Fort Collins 213 Linden Street Suite 200 Fort Collins, CO 80524 970.225.9099	<input type="checkbox"/> Winter Park PO Box 1860 47 Cooper Creek Way Suite 328 Winter Park, CO 80482 970.722.7677	<input type="checkbox"/> Glenwood Springs 214 8 th Street Suite 210 Glenwood Springs, CO 81601 970.404.3100	<input type="checkbox"/> Denver 1512 Larimer Street Suite 710 Denver, CO 80202 303.444.1951
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M E M O

TO:	<u>Manny Windhorst</u> <u>Program Manager</u>	DATE:	<u>June 27, 2023</u>
FIRM:	<u>Town of Mead</u>	JOB NO:	<u>1015.11.1c</u>
ADDRESS:	<u>441 3rd Street</u> <u>Mead, CO 80542</u> <u></u> <u></u>	PROJECT:	<u>Mead Wastewater Treatment Plant (WWTP)</u> <u>Structures and Interceptor Manholes</u> <u>Rehabilitation Project</u>
		SUBJECT:	<u>Recommendation for</u> <u>Contractor Notice of Award</u>

On May 23rd, 2023, the Town of Mead advertised an invitation to bid for the Mead Wastewater Treatment Plant (WWTP) Structures and Interceptor Manholes Rehabilitation Project. The Town prepared an advertisement for bidding to solicit bids from qualified Contractors for the rehabilitation of deteriorated WWTP structures and Interceptor Manholes (MHs).

Project bids were received June 16th, 2023. One bid was received from Concrete Conservation, LLC (Concrete Conservation). Concrete Conservation is a certified installer of the corrosion resistant liner systems called Spectrashield® (Spectrashield) for the rehabilitation of deteriorated water and wastewater concrete structures. The base bid price submitted by Concrete Conservation is the total of bid Schedules A and B as summarized in Table 1 below. Schedule A includes the Rehabilitation of seven (7) Interceptor Manholes; Schedule B includes the Rehabilitation of one (1) Grit Chamber and one (1) Influent Splitter Box. JVA prepared an overall bid tabulation and verified the accuracy of the addition in the bids. Attached to this memo is Concrete Conservation bid for your reference.

TABLE 1: BID PRICE COMPARION

Bidder	Schedule A	Schedule B	Base Bid Total
Concrete Conservation, LLC	\$34,200	\$123,361	\$157,561.00

JVA, Inc (JVA) reviewed Concrete Conservation’s bid for compliance with the bidding documents. The bid was complete which included acknowledgement of the posted addendum, 10 percent bid security, completed project references, and Evidence of Authority to perform business in Colorado. Concrete Conservation is highly qualified in the application of the Spectrashield liner system for wastewater manhole and structures rehabilitation. Concrete Conservation has thorough experience working with various manhole replacement projects and all personnel involved in the application of SpectraShield have been specifically trained to meet the standards required for the application and installation process of the protective liner system.

JVA contacted several similar project references that were provided in the bid and got in touch with two references; Southwest Metropolitan Water and Sanitation District and the City of Montrose. Overall, Concrete Conservation qualifications and expertise ranked very high among clients and received positive marks for quality, maintaining a schedule, following the planned budget, and effectively providing office paperwork and communication. The contacted references reported that they would repeatedly use the SpectraShield product on all manhole rehabilitation projects based on longevity and durability. See attached notes from project references.



RECOMMENDATION FOR CONTRACTOR NOTICE OF AWARD

Mead WWTP Interceptor Manholes and Structures Rehabilitation

June 27, 2023

Page 2 of 3

Based on the proposal received and the discussion above, JVA recommends the Town move forward awarding the Mead WWTP Structures and Interceptor Manholes Rehabilitation project to Concrete Conservation.

As always, feel free to contact me with any questions or comments at 970.222.8060 or jmcgee@jvajva.com.

Sincerely,

JVA, Incorporated

By: _____

John P. McGee, P.E.

Principal

Attachments: Notes from Project References
Bid from Concrete Conservation



Notes from Project References

Tony Coccozella- Southwest Metro

1. *Briefly describe the overall quality of the work performed by SpectraShield.*
We have been using Spectrashield for 10 years on all our pipe lining projects. They are a great company and have always completed the work on time with the upmost professionalism.
2. *Was the project completed on schedule and within budget?*
The crew provided a schedule and maintained communication of the general contractor was behind schedule.
3. *How did the superintendent and project manager perform on the job as far as communication, professionalism, and extra steps to ensure high quality delivery?*
I must say their superintendent maintained contact throughout the project and always took the time to communicate. The product is of high quality and the prep of the substrate is always top priority.
4. *Has the City, District, or Town standardized this product for future MHs and / or wastewater structure rehabilitation projects?*
The Spectrashield product is stated in our specifications.
5. *Would you work with SpectraShield on future projects and recommend SpectraShield to other Utilities for MH rehabilitation projects?*
We use Spectrashield on all manhole rehabilitation projects

David Briggs—City of Montrose (Notes from telephone call)

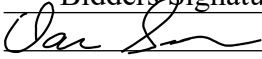
1. *Briefly describe the overall quality of the work.*
They have used them 5-6 years for MH lining and keep having them back for many projects. They like the product (spectrashield) for its thickness/multiple layers (not thin epoxy lining, which leads to lots of H₂S leaks)
2. *Was the project completed on schedule and within budget?*
Yes
3. *How did the superintendent and project manager perform on the job as far as communication, professionalism, and extra steps to insure high quality?*
No problems thus far. This year the City of Montrose planned for a project later in the summer and SpectraSheild had some open time to get their project completed early. SpectraSheild does a great job with communication and on time completion.
4. *Has the City, District, or Town standardize this product for future MHs and / or wastewater structure rehabilitation?*
The City currently has an annual contract for on-going maintenance (lots H₂S gas in system), and SpectraSheild helped stabilize this problem.
5. *Would you work with Spectra Shield on future projects and recommend Spectra Shield to other Utilities for MH rehabilitation projects?*
Yes, very much.

SECTION 00310

BID FORM

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices within this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 1.02 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 1.03 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Bidders Signature	Date Acknowledged
1		6/15/2023

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data." Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraph D above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data

are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
 - 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

1.04 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1.05 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price:

Base Bid Proposal:

All necessary labor, supervision, equipment, tools and materials as required for bypass pumping, cleaning, surface preparation, and application of the liner system for the seven (7) interceptor manholes, one (1) grit chamber, and one (1) influent splitter box as specified and detailed in these contract documents. The project will include two separate lump sum bid schedules: Schedule A – Rehabilitation of Seven (&) Interceptor Manholes; Schedule B – Rehabilitation of One (1) Grit Chamber and One (1) Influent Splitter Box.

BIDDER to provide the following two bid schedules that are included in the Base Bid.

Schedule A:

Interceptor Manhole Rehabilitation (Manholes #1 - #7) \$ 34,200.00
(IN WORDS) Thirty Four Thousand Two Hundred & 00/100 ;

Schedule B:

WWTF Structure Rehabilitation (Splitter Box and Grit Chamber) - \$ 123,361.00
(IN WORDS) One Hundred Twenty Three Thousand Three Hundred Sixty One & 00/100 .

SCHEDULES A and B PROJECT TOTAL \$ 157,561.00

(IN WORDS) One Hundred Fifty Seven Five Hundred Sixty One & 00/100

BIDDER acknowledges that the Owner has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Contract Amount.

The undersigned Bidder agrees to furnish any and all required Bonds in the form required by the District and to enter into a contract within the time specified in the Instructions to Bidders and further agrees to complete all Work covered by the Bid, in accordance with specified requirements, within the time specified in the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages.

In submitting this Bid it is understood that the right is reserved by Owner to reject any and all bids, and it is understood that this Bid may not be withdrawn during a period of 60 days after the scheduled time for the receipt of bids.

1.06 Construction Schedule:

- A. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

- 1.07 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the State of Colorado;
- 1.08 The Engineer may require the apparent low responsive bid and second low responsive bid General Contractors to submit the following Statement of Qualifications after the bid opening:
- A. General Information
 - 1. Please provide official firm name, license, contact person for bidding, title, phone number, e-mail address, and mailing address. Provide a list of current projects under construction in detail, including Owner's name and contact information, Engineer's name and contact information, contract price, percent complete, and brief description of work.
 - B. Project Experience
 - 1. Provide brief summaries of a minimum of three (3) comparable projects in which your firm served as General Contractor in last three (3) years. Include the following information with each project summary:
 - a. Owner and Engineer contact information
 - b. References and contact information
 - c. Project contract price and final construction cost
 - d. Construction dates
 - C. Experience of key personnel to be assigned to this project.
 - 1. For each key person identified, list at least two comparable projects in which they have played a primary role. For other projects provide:
 - a. Description of project
 - b. Role of the person
 - c. Project's original contracted construction cost and final construction cost
 - d. Construction dates
 - e. Project Owner
 - f. Reference information (two names with telephone numbers for each project)
 - D. Safety Record

1. Provide the firms OSHA reportable accident rate and current workman's compensation insurance multiplier for the last three (3) years. Address and describe the company's safety program and any additional information that would highlight the General Contractor's approach to creating and maintaining a safe project site.

E. Financial Statement

1. Provide a recent financial statement, including balance sheet and income statement showing:
 - a. Current assets and other assets
 - b. Current liabilities and other liabilities
 - c. Fixed assets and equipment

F. References

1. Provide name, address, and phone number of the General Contractor's banking reference
2. Provide name, address, and phone number of the General Contractor's insurance agent(s)

SIGNATURE OF BIDDER:

Date: 6/12/23

If an Individual: _____

Doing business as _____

If a Partnership: _____

By _____, partner

If a Corporation: CONCRETE CONSERVATION (an _____ Corporation)

By J. Reynolds

(SEAL & TITLE: PRESIDENT & CEO ATTEST)

ADDRESS: 4527 SUNBEAM RD, JACKSONVILLE, FL 32257

TELEPHONE: 904-419-4889

Jaw

E-MAIL: *greynolds@spectrashiield.com*

END OF SECTION



BID BOND

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

BIDDER (Name and Address): Concrete Conservation, LLC
4527 Sunbeam Rd
Jacksonville, FL 32257

SURETY (Name and Address of Principal Place of Business): Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name and Address): Town of Mead, Colorado
441 Third Street
Mead, CO 80542

BID

Bid Due

Date: 06/16/2023

Description: Town of Mead - WWTF Structures and Interceptor Manholes Rehabilitation - JVA Job No. 1015.11e

BOND

Bond

Number: N/A

Date: 06/15/2023

Penal sum 10% of Bid Amount (Fifteen Thousand Seven Hundred Fifty-Six and Ten Cents) \$ 15,756.10

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Concrete Conservation, LLC

(Seal)

Bidder's Name and Corporate Seal

By:

G. Reynolds
Signature

Gregory Reynolds

Print Name

President & CEO

Title

Attest:

Laurie Wilson
Signature

Director of Business

Title

Operations

SURETY

Travelers Casualty and Surety Company of America

Surety's Name and Corporate Seal



By:

Jamie Smith

Signature (Attach Power of Attorney)

Jamie Smith

Print Name

Attorney-In-Fact

Title

Attest:

David Vandroff

Signature

Agent

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Bid Security is required, in the amount of 10% of the total Bid in the form of this Bid Bond
3. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
4. This obligation shall be null and void if:
 - 4.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 4.2 All Bids are rejected by Owner, or
 - 4.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
5. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
6. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
7. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
8. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
9. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
10. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
11. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
12. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMIE SMITH** of **JACKSONVILLE**, Florida, their true and lawful Attorney(s)-in-Fact 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 **21st** day of **April**, 2021.



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **June**, 2023




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Proposed Subcontractors

Sunbelt Rentals – By-Pass Pumping
Badger Daylighting – Vactor Services

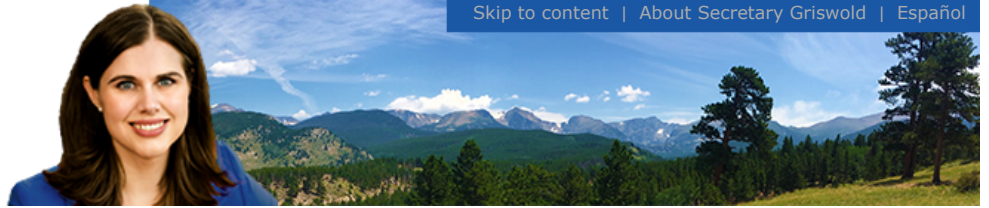
Suppliers

CCI Spectrum, Inc.

References – See attached.

Evidence of Authority to do business in Colorado – See attached.

Bid Bond – See attached



Summary

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Details			
Name	CONCRETE CONSERVATION, LLC		
Status	Good Standing	Formation date	01/17/2018
ID number	20181043187	Form	Foreign Limited Liability Company
Periodic report month	January	Jurisdiction	Florida
Principal office street address	4527 Sunbeam Road, Jacksonville, FL 32257, US		
Principal office mailing address	4527 Sunbeam Road, Jacksonville, FL 32257, US		

Registered Agent	
Name	CT Coporation
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, United States

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January 5, 2023

RE: Concrete Conservation, LLC – SpectraShield® Applicator Certification

To Whom It May Concern,

CCI Spectrum, LLC is the manufacturer of the revolutionary liner system, SpectraShield®. Celebrating its 30th anniversary this year, SpectraShield® now protects over 105,000 wastewater structures worldwide. SpectraShield® was invented as a cost-effective alternative to traditional cement, epoxy and polyurethane based technologies.

The purpose of this letter is to certify that Concrete Conservation, LLC (CCI) is the certified Licensed Applicator of the SpectraShield® Liner System. CCI has been a certified applicator since 1993 and has successfully installed over 11 million square feet of SpectraShield® to a wide variety of wastewater structures including manholes, lift stations and waste water treatment facilities.

All CCI personnel involved in the application of the SpectraShield® Liner System have been specifically trained in all aspects of the application process and all CCI installation equipment meets the equipment standards required for the application of the SpectraShield®.

We greatly appreciate your efforts to ensure applicators of our products are properly qualified. Please do not hesitate to contact us at (904) 419-4889 should you have any questions or require additional information.

Sincerely,

A handwritten signature in blue ink that reads 'G. Reynolds'.

Gregory G. Reynolds
President & CEO
CCI Spectrum, LLC