

PSH
TAK



9075 WCR 10 * Fort Lupton, CO 80621

PHONE: 303-857-1754

FAX: 303-857-2933

www.nccconstructors.com

May 12, 2014

RECEIVED

MAY 19 2014

DIVISION OF RECLAMATION
MINING AND SAFETY

Mr. Peter Hays
Environmental Protection Specialist
State of Colorado
Division of Reclamation, Mining, & Safety
1313 Sherman Street – Room 215
Denver, CO 80203

RE: Northern Colorado Constructors, Inc. – Perry Pit – Bond Reduction Request
File No. M-1990-098

SR02

Dear Mr. Hays,

Northern Colorado Constructors, Inc. (NCC) is requesting a reduction in the current bond for the financial warranty that is in place for Perry Pit. We are requesting that the following items be reduced to zero and removed from the current financial warranty that is posted because the slurry wall has been constructed and accepted by the State Engineer's Office (acceptance letter attached) and approximately 55% of the pit wall has been backfilled to the reclaimed slope.

1. Slurry Wall Installation: Task No. 2 Direct Costs be reduced from \$594,000 to \$0 because the slurry wall has been installed and approved by the State Engineer's Office.
2. Quality Assurance Engineer for Slurry Wall Installation: Task No. 3 Direct Costs be reduced from \$16,500 to \$0 because the slurry wall has been installed and approved by the State Engineer's Office.
3. Dewater 58.3 acre Pit: Task No. 4 Direct Costs be reduced from \$61,654 to \$0 because the slurry wall has been installed and approved by the State Engineer's Office and The Consolidated Mutual Water Company is currently storing water in the pit and owns the water that is in the pit. NCC only mines when the pit is drawn down as the storage fluctuates based on when The Consolidated Mutual Water Company is pumping water into or out of the pit.
4. Dewater Inflows to 58.3 acre Pit During Backfilling: Task No. 5 Direct Costs be reduced from \$25,933 to \$0 because the slurry wall has been installed and approved by the State Engineer's Office and The Consolidated Mutual Water Company is currently storing water in the pit and owns the water that is in the pit. APC only backfills the areas that are mined when the pit is drawn down as the storage fluctuates based on when The Consolidated Mutual Water Company is pumping water into or out of the pit.
5. Backfill Pit Walls: Task No. 6 Direct Costs be reduced from \$392,399 to \$176,580 because 55% of the perimeter pit walls have been backfilled to the reclaimed slope where mining has been completed. The perimeter of the pit is approximately 6,090 lineal feet of which 3,335 lineal feet has been backfilled and reclaimed.

✓ AF & Report
✓ No Violations

By reducing the previous items the ***total direct cost*** for the bonding is ***reduced from \$1,164,711 to \$250,805.***

The indirect costs are then reduced to the following for overhead and profit:

Liability Insurance = 1.55% of \$250,805 = \$3,888

Performance Bond = 1.05% of \$250,805 = \$2,633

Job Superintendent = 500 hrs - Reduce by 250 (because slopes are 55% complete for backfill and slurry wall is installed) = 250 hrs at \$33.50 per hr = \$8,375

Overhead and Profit = 10% of \$250,805 = \$25,080

Total Overhead and Profit = \$39,976

The indirect costs are then reduced to the following for project management:

Engineering work and/or contract/bid preparation = 4.25% of \$250,805 = \$10,659

Reclamation management and/or administration = 5.00% of \$250,805 = \$12,540

Total Indirect Costs including Project Management, Overhead, and Profit = \$63,175

Total Bond Amount (Direct plus Indirect) = \$313,980 prior to adding in repair bond cost

During the last year there were some damages sustained from the September 2013 flooding. J.C. York with J&T Consulting, Inc. is working with The Consolidated Mutual Water Company and the City of Fort Lupton to make the repairs to the existing slurry wall. Currently the City of Fort Lupton, who is leasing the storage from The Consolidated Mutual Water Company, is having their contractor Magnus Pacific repair the existing slurry wall. The costs associated with repairing the slurry wall are ***\$277,364.45***. We are requesting that the slurry wall repair cost be incorporated into the bond now and since the repairs will be complete by June 1, 2014 that the bond for the repair be 20% of the repair cost (***\$55,472.89***) until the modified leak test is completed by the City of Fort Lupton and J&T Consulting, Inc. later this year.

Total Bond Amount (Direct plus Indirect and 20% of repair cost) = \$369,452.89

NCC appreciates your consideration of this bond reduction request and looks forward to your response.

Please feel free to contact me with any questions or comments.

Sincerely,

Chris Zadel



Magnus Pacific Corporation
6025 South Quebec St., Ste 300
Centennial, Colorado 80111
Phone: 720-266-6030
Fax: 720-266-6031

March 7, 2014

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, Colorado 80621

Subject: **Perry Pit; Flood Damage Repairs**

Magnus Pacific Corporation is pleased to provide the City of Fort Lupton with the enclosed proposal to repair the flood damages at Perry Pit, in accordance with the plans and specs provided.

Should you have questions or need additional information, please don't hesitate to contact me.

Sincerely,
MAGNUS PACIFIC CORPORATION

A handwritten signature in cursive script that reads "Joe Schauerhamer".

Joe Schauerhamer
Chief Estimator



SECTION 00 43 13

BID BOND

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

BIDDER (Name and Address):

Magnus Pacific Corporation
3001 Lava Ridge Court, #240
Roseville, CA 95661

SURETY (Name and Address of Principal Place of Business):

Fidelity and Deposit Company of Maryland
1400 American Lane, Tower I, 18th Floor
Schaumburg, IL 60196

OWNER (Name and Address):

City of Fort Lupton
130 South McKinley Avenue
Fort Lupton, CO 80621

BID

Bid Due Date: March 7, 2014

Description (Project Name and Include Location): Perry Pit - Flood Damage Repairs, City of Fort Lupton, CO

BOND

Bond Number: N/A

Date (Not earlier than Bid due date): March 7, 2014

Penal sum Five Percent of Amount Bid

(Words)

\$ 5% of Amount Bid

(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. Signed and Sealed February 26, 2014.

BIDDER

Magnus Pacific Corporation

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Patricia M. Simas

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Title

00 43 13 - 1

City of Fort Lupton
Perry Pit - Flood Damage Repairs

Bid Bond

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. 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.
3. This obligation shall be null and void if:
 - 3.1 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
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 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).
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ACKNOWLEDGEMENT

State of California)
) ss
County of Placer)

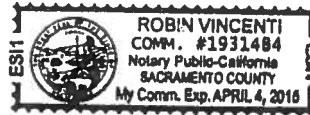
On February 27, 2014 before me, Robin Vincenti, Notary Public, personally appeared Bruce Diettert who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary



My Commission Number is #1931484.
My Commission Expires April 4, 2015.

ACKNOWLEDGMENT


State of California
County of Sacramento

On February 26, 2014 before me, Melissa D. Diaz, Notary Public
(insert name and title of the officer)

personally appeared Patricia M. Simas
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Richard W. PRATT, Renee RAMSEY, B. G. MIDSTOKKE, Katherine GORDON, Patricia M. SIMAS, John J. WEBER and Joseph H. WEBER, all of Sacramento, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 5th day of July, A.D. 2013.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
City of Baltimore

On this 5th day of July, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Maria D. Adamski

Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2015



SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

Herewith is the list of subcontractors referenced in the bid submitted by:

(Bidder) Magnus Pacific Corporation

To: (Owner) City of Fort Lupton

Dated: March 7, 2014, and which is an integral part of the Bid Form.

The following work will be performed (or provided) by subcontractors and coordinated by us:

WORK SUBJECT	NAME
Surveying	King Surveyors

END OF SECTION

00 45 13 - 1

City of Fort Lupton
Perry Pit – Flood Damage Repairs

Proposed Subcontractors Form

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF California
COUNTY OF Placer

Bruce Diettert

, being first duly sworn, deposes and says that:

- (1) He is the Treasurer/CFO of Magnus Pacific Corporation, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partner, owners agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through the collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Fort Lupton or persons interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

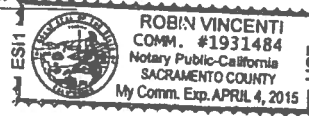
Signed:

Bruce Diettert
Bruce Diettert, Treasurer/CFO

Subscribed and sworn to before me this 28 day of February, 2014, by
Bruce Diettert, as
(Affiant)
CFO, of Magnus Pacific Corp., a
(title) (Bidder)
Corporation, organized pursuant to
(corporation or partnership)
the laws of the State of California

Robin Vincenti
Notary Public

My Commission Expires 4.4.15



ADDENDUM NO. 1

PROJECT TITLE: Perry Pit Flood Repairs Project

To: ALL BIDDERS

Date: March 4, 2014

The purpose of this Addendum is:

- Answers to Contractor questions and additional information are attached.
- Updated Project Manual Sections: Section 412 Bid Form. These items should replace previous versions.
- Excel File for the Bid Form
- Geotechnical Report
- Previous Slurry Wall Drawings

This Addendum must be signed, attested below, and attached to the Bid submitted to the Purchasing Agent or the Bid may be rejected.

By: Bruce Diettert, CFO/Treasurer
Title

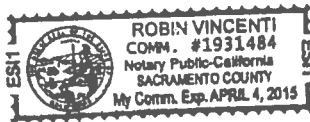
State of California, County of Placer

Subscribed and sworn to (or affirmed) before me on this 5 day of March 2014
by Bruce Diettert, proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.

ATTEST: [Signature] BIDDER: [Signature]

Notary Public

My commission expires: 4-4-15



Date: March 5, 2014
Company: Magnus Pacific Corporation

Address: 3001 Lava Ridge Court,
Suite 240
Roseville, CA 95661
(Corporate address)



J&T Consulting, Inc.

Fort Lupton

Perry Pit Flood Repairs

3/4/2014

Bid Schedule

© 2014 J&T Consulting, Inc.

Item Number	Description	Quantity	Unit	Unit Price	Total Price
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West Breach

1	Project Mobilization/Demobilization	1	LS	\$9,745.00	\$9,745.00
2	Erosion Control	1	LS	\$4,450.00	\$4,450.00
3	Construction Staking	1	LS	\$767.00	\$767.00
4	Slurry Wall Reconstruction Full Depth to 10 Feet Outside Damage Plus Additional 1 ft Key-in (130 lf x 31 ft depth)	4030	SF	\$12.43	\$50,092.90
5	Scarification and Compaction of Subgrade (71 sq-ft/ft surface area x 90 ft length)	710	SY	\$3.50	\$2,485.00
6	Compacted Backfill (370 sq-ft cross-section area x 90 ft length)	1234	CY	\$12.69	\$15,659.46
7	Topsoil 6 in Thick (to 10 ft Beyond Repair Limits) (62 sq-ft/ft surface area x 110 ft width x 0.5 ft)	127	CY	\$13.80	\$1,752.60
8	Seeding & Mulching (to 10 ft Beyond Repair Limits) (62 sq-ft/ft surface area x 110 ft width)	758	SY	\$0.40	\$303.20
9	Erosion Control Blanket Slope Protection (to 10 ft Beyond Repair Limits)(Same areas as Seeding and Mulching)	758	SY	\$1.50	\$1,137.00
SUBTOTAL					\$86,392.16



J&T Consulting, Inc.

Fort Lupton

Perry Pit Flood Repairs

3/4/2014

Bid Schedule

© 2014 J&T Consulting, Inc.

Item Number	Description	Quantity	Unit	Unit Price	Total Price
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West Pit Slope Erosion

1	Project Mobilization/Demobilization	1	LS	\$12,430.00	\$12,430.00
2	Erosion Control	1	LS	\$201.00	\$201.00
3	Construction Staking	1	LS	\$767.00	\$767.00
4	Slurry Wall Reconstruction Full Depth to 10 Feet Outside Damage Plus Additional 1 ft Key-in (100 lf x 31 ft depth)	3100	SF	\$14.12	\$43,772.00
5	Scarification and Compaction of Subgrade (Crest: 2711 sq-ft) (Pit Slope: 25 sq-ft/ft x 72 ft width)	502	SY	\$5.00	\$2,510.00
6	Compacted Backfill (2711 sq-ft surface area x 20 ft depth)	2009	CY	\$13.24	\$26,599.16
7	Topsoil 6 in Thick (to 10 ft Beyond Repair Limits) (Crest: 60 sq-ft/ft surface area x 92 ft width x 0.5 ft) (Pit Slope: 25 sq-ft/ft surface area x 92 ft width x 0.5 ft)	145	CY	\$13.51	\$1,958.95
8	Seeding & Mulching (to 10 ft Beyond Repair Limits) (Crest: 60 sq-ft/ft surface area x 92 ft width) (Pit Slope: 25 sq-ft/ft surface area x 92 ft width)	869	SY	\$0.40	\$347.60
9	Erosion Control Blanket Slope Protection (to 10 ft Beyond Repair Limits)(Same areas as Seeding and Mulching)	869	SY	\$1.50	\$1,303.50
SUBTOTAL					\$89,889.21



J&T Consulting, Inc.

Fort Lupton

Perry Pit Flood Repairs

3/4/2014

Bid Schedule

© 2014 J&T Consulting, Inc.

Item Number	Description	Quantity	Unit	Unit Price	Total Price
South Breach and Ditch Bank Erosion					
1	Project Mobilization/Demobilization	1	LS	\$9,035.00	\$9,035.00
2	Erosion Control	1	LS	\$201.00	\$201.00
3	Construction Staking	1	LS	\$767.00	\$767.00
4	Slurry Wall Reconstruction Full Depth to 10 Feet Outside Damage Plus Additional 1 ft Key-in (120 lf x 34 ft depth)	4080	SF	\$12.14	\$49,531.20
5	Scarification and Compaction of Subgrade (Breach: 80 sq-ft/ft surface area x 110 ft length) (Wide Ditch Bank: 20 sq-ft/ft surface area x 70 ft length) (Narrow Ditch Bank: 18 sq-ft/ft surface area x 115 ft length)	1364	SY	\$2.00	\$2,728.00
6	Compacted Backfill (Breach: 480 sq-ft cross-section area x 110 ft length) (Wide Ditch Bank: 100 sq-ft cross-section area x 70 ft length) (Narrow Ditch Bank: 79 sq-ft cross-section area x 115 ft length)	2552	CY	\$12.67	\$32,333.84
7	Topsoil 6 in Thick (to 10 ft Beyond Repair Limits) (Breach: 83 sq-ft/ft surface area x 130 ft length x 0.5 ft) (Wide Ditch Bank: 35 sq-ft/ft surface area x 70 ft length x 0.5 ft) (Narrow Ditch Bank: 33 sq-ft/ft surface area x 115 ft length x 0.5 ft)	316	CY	\$13.34	\$4,215.44
8	Seeding & Mulching (to 10 ft Beyond Repair Limits) (Breach: 83 sq-ft/ft surface area x 130 ft length) (Wide Ditch Bank: 35 sq-ft/ft surface area x 70 ft length) (Narrow Ditch Bank: 33 sq-ft/ft surface area x 115 ft length)	1893	SY	\$0.20	\$378.60
9	Erosion Control Blanket Slope Protection (to 10 ft Beyond Repair Limits)(Same areas as Seeding and Mulching)	1893	SY	\$1.00	\$1,893.00
SUBTOTAL					\$101,083.08



J&T Consulting, Inc.

Fort Lupton

Perry Pit Flood Repairs

3/4/2014

Bid Schedule

© 2014 J&T Consulting, Inc.

Item Number	Description	Quantity	Unit	Unit Price	Total Price
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River Slope Erosion

1	Project Mobilization/Demobilization	1	LS	\$8,695.00	\$8,695.00
2	Erosion Control	1	LS	\$715.00	\$715.00
3	Construction Staking	1	LS	\$767.00	\$767.00
4	Electrical Repair (Replacement of 180 lf broken conduit and cable)	1	LS	\$425.00	\$425.00
5	Scarification and Compaction of Subgrade under Fill (27.5 sq-ft/ft surface area x 420 ft length)	1284	SY	\$2.00	\$2,568.00
6	Compacted Backfill (149.4 sq-ft cross-section area x 420 ft length)	2324	CY	\$12.93	\$30,049.32
7	D50=18 in Soil Riprap 36 in Thick (to 10 ft Beyond Repair Limits) (121.2 sq-ft cross-section area x 440 ft length)	1976	CY	\$45.61	\$90,125.36
8	Topsoil 6 in Thick (to 10 ft Beyond Repair Limits) (42.2 sq-ft/ft surface area x 440 ft length x 0.5 ft)	344	CY	\$13.22	\$4,547.68
9	Seeding & Mulching (to 10 ft Beyond Repair Limits) (42.2 sq-ft/ft surface area x 440 ft length)	2064	SY	\$0.20	\$412.80
10	Erosion Control Blanket Slope Protection (to 10 ft Beyond Repair Limits)(Same areas as Seeding and Mulching)	2064	SY	\$1.00	\$2,064.00
SUBTOTAL					\$140,369.16

PROJECT TOTAL	\$417,733.61
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EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 26th day of February, 20 14.



Thomas O. McClellan

Thomas O. McClellan, Vice President



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PROJECT IDENTIFICATION

Date : 04-Oct-2001

Permit or job no. : **M-1990-098**

Site : *Perry Pit*

User: KAP

Abbreviation : *none*

State : Colorado

Filename : *M098-000*

County : Weld

Agency or organization name : *Colorado Division Of Minerals And Geology*

Permit or job action : *Permit amendment AM-01*

TASK LIST (DIRECT COSTS)

SUBTOTALS:	5,673.42	\$1,164,711
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* includes inflation factor adjustment of : NA %

TOTAL DIRECT COST *	\$1,164,711
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INDIRECT COSTS

OVERHEAD AND PROFIT -

Liability insurance :	1.55	% of direct	total =	\$18.053
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Performance bond :	1.05	% of direct	total =	\$12,229
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Job superintendent : 500.00 hrs*...\$/hr: \$33.50 total = \$16,750

Profit :	10.00	% of direct	total =	\$116,471
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* net working hours comprising job

TOTAL O & P = \$163,504

CONTRACT AMOUNT (direct + O & P) = \$1,328,215

PROJECT MANAGEMENT -

Engineering work and/or contract/bid preparation :	4.25	% of cntr.	NA	total =	\$56.449
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Reclamation management and/or administration :	5.00	% of cntr.	NA	total =	\$66,411
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CONTINGENCY -	NA*	NA	total =	NA
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* contingencies accounted for at task level

TOTAL INDIRECT COST = \$286,363

TOTAL BOND AMOUNT (direct + indirect) = \$1,451,074

mac

M-1990-098

Dr: OSE

STATE OF COLORADO

WATER DIVISION ONE
OFFICE OF THE STATE ENGINEER
 Division of Water Resources
 Department of Natural Resources

810 9th Street, Suite 200
 Greeley, Colorado 80631
 Phone (970) 352-8712
 Fax (970) 392-1818

www.water.state.co.us



Bill Owens
 Governor

Russell George
 Executive Director

Hal D. Simpson, P.E.
 State Engineer

James R. Hall, P.E.
 Division One Engineer

June 9, 2006

Sean Harvey, Geologist
 Lyman Henn, Inc.
 110 16th Street, Suite 900
 Denver, CO 80202-5202

Re: Lining of Perry Pit
 NE¼, Section 25, T1N, R67W, & NW¼, Section 30, T1N, R66W
 Water Division 1, Water District 2 - DMG #90-098

Dear Sean:

The purpose of this letter is to approve the lining of the above referenced site. This approval is based on the site inspection conducted on January 19, 2006 and on the information provided by you under cover letters dated February 1, March 15, April 4, and April 17, 2006. The estimated site groundwater and precipitation inflows and the outflows due to pumping and evaporation indicate that this site has been lined to the design standard referenced in the August, 1999 State Engineer Guidelines for Lining Criteria for Gravel Pits. Meeting the design standard requires that all water inflows and outflows for this site must be accounted for on at least a monthly basis.

Please call me if you have any questions.

Sincerely,

David L. Nettles

David L. Nettles, P.E.
 Assistant Division Engineer

Perry PitEastLineOK.doc

CC: Bob Stahl, Water Commissioner
 Suzanne Sellers, Denver SEO



NORTHERN COLORADO CONSTRUCTORS, INC.
9075 WCR 10
Fort Lupton, CO 80621



State of Colorado
Attn: Mark Goldstein
1313 Sherman St.
Room 215
Denver, Co. 80203