

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

McAtee Construction Company  
6215 Clear Creek Parkway  
Cheyenne, WY 82007

### OWNER:

(Name, legal status and address)

Town of Johnstown  
450 S. Parish Ave P.O. Box 609  
Johnstown, CO 80534

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street  
Boston, MA 02116

### Mailing Address for Notices

175 Berkeley Street  
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Johnstown Annual Pavement Rehab Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of August, 2023.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) Melvin Gillus

McAtee Construction Company  
\_\_\_\_\_  
(Principal) (Seal)

By:   
\_\_\_\_\_  
(Title) Area Manager

Liberty Mutual Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

By:   
\_\_\_\_\_  
(Title) Jennifer Gail Godere, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8207373-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Peromline; Alexis Apostolidis; Amanda Pierina D'Angelo; Bethany Stevenson; Brendan Fletcher; Bryan M. Cameschi; Cassandra Bacz; Donna M. Planeta; Eric Strba; Centry Stewart; Jacqueline Susco; Jennifer Gail Godere; Joshua Sanford; Kathryn Pryor; Kyle Williams; Michelle Anne McMahon; Nicholas Turcarno; Rebecca M. Josephson

all of the city of Hartford state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of February, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 22nd day of February, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of August, 2023.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits.....	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense .....	27,953,643,316
*Other Bonds.....	18,862,255,155	Funds Held Under Reinsurance Treaties .....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders.....	1,379,296
Real Estate .....	190,092,373	Additional Statutory Reserve .....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents .....	166,740,412	Other Liabilities .....	9,206,000,954
Other Admitted Assets .....	15,968,062,977	<b>Total.....</b>	<b>\$47,860,270,390</b>
<b>Total Admitted Assets.....</b>	<b>\$69,850,735,943</b>	Special Surplus Funds .....	\$195,696,103
		Capital Stock .....	10,000,075
		Paid in Surplus .....	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		<b>Surplus to Policyholders .....</b>	<b>21,990,465,553</b>
		<b>Total Liabilities and Surplus .....</b>	<b>\$69,850,735,943</b>



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*T. Mikolajewski*

Assistant Secretary





Telephone: +1 860-241-4424

Website: [wtwco.com](http://wtwco.com)

E-mail: [saykham.chanthasone@wtwco.com](mailto:saykham.chanthasone@wtwco.com)

August 10, 2023

Simon  
Attn: Jeannette Zimmerman  
6215 Clear Creek Pkwy  
Cheyenne, WY 82007

RE: **Obligee: Town of Johnstown**  
**Bid Bond for: Johnstown Annual Pavement Rehab Program**  
**Bid Date: 08/10/2023**

As you requested, we are pleased to provide the attached bid bond documents. This bond has been executed based upon the information we received from your office.

Please note the bond must be signed by an authorized representative of your company and if applicable, sealed with the corporate seal. We urge you to check all bond documents, including signatures, dates, amounts, job description, Power of Attorney and any other attachments to avoid the possibility of having a low bid rejected. Additionally, please verify that the bid bond form attached is the form required by the specifications.

The Bid Bond authorization is based upon your original estimate. If the bid exceeds this estimate by 10% or more, the bond must be reauthorized by the surety. Please contact us for additional authority.

**Your bid results are very important. Please send your bid results to my email address shown above as soon as they are available.**

Thank you for the opportunity to service your surety needs. Should you have any questions, please do not hesitate to contact me or any member of your Willis surety team.

Sincerely,

Saykham Chanthasone

Willis Towers Watson Northeast, Inc.  
10 State House Square, Floor 11  
Hartford, CT 06103

**Area 1 - 25 - 34**

Yellow Areas - Mill 2" , place 2" (GR SX 75 PG 64-22 w/fiber). Green Area - Mill 2" and place 2" (GR SX 75 PG 64-22 w/fiber).

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	\$12,000.00	\$ 12,000.00
Yellow Area - Removal of Asphalt Mat (Planing) (2")	SY	2,589	\$2.45	\$ 6,343.05
Emulsified Asphalt	GAL	130	\$2.84	\$ 369.20
Yellow Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	300	\$113.94	\$ 34,182.00
Green Area - Removal of Asphalt Mat (Planing) (2")	SY	13,580	\$1.62	\$ 21,999.60
Emulsified Asphalt	GAL	679	\$2.82	\$ 1,914.78
Green Area - 2" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,575	\$99.60	\$ 156,870.00
Re-stripe to match existing layout with Epoxy	LS	1	\$29,250.00	\$ 29,250.00
Traffic Control (Roundabout full night closure 9PM - 5AM)	LS	1	\$1,567.00	\$ 1,567.00
Traffic Control remainder of project	LS	1	\$7,961.00	\$ 7,961.00
<b>Area 1 - Total Bid</b>				<b>\$ 272,456.63</b>

**Area 2 - CR 13**

Blue Area- Remove existing material to a depth of 7", Place and compact 5" (GR S) and 2" (GR SX). Green Area - Mill 2" from RR Tracks South to CR 46, Place 4" (GR SX 75 PG 64-22 w/fiber). Include 2" risers for valve box utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2)

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	\$ 8,000.00	\$ 8,000.00
Blue Area - Remove 7" existing material	SY	560	\$ 5.16	\$ 2,889.60
Blue Area - HMA (S) (75) (PG 64-22)	Ton	155	\$ 111.62	\$ 17,301.10
Blue Area - HMA w/fiber (SX)(75)(PG 64- 22)	Ton	62	\$ 123.74	\$ 7,671.88
Green Area - Removal of Asphalt Mat (Planing) (2") Haul millings to Town Site - CR 17 and CR 46 1/2	SY	7,549	\$ 1.02	\$ 7,699.98
Emulsified Asphalt	GAL	377	\$ 2.82	\$ 1,063.14
Green Area - Place 4" HMA w/fiber (SX)(75)(PG 64-22)	Ton	1,751	\$ 102.90	\$ 180,177.90
Valve box risers	EA	8	\$ 234.57	\$ 1,876.56
Re-stripe to match existing layout with Epoxy	LS	1	\$ 14,000.00	\$ 14,000.00
Traffic Control (PH 1 - Full closure from RR tracks north and from RR tracks south to Roosevelt Pkwy. Phase 2 - Full closure from Roosevelt Pkwy south to CR 46.)	LS	1	\$ 9,913.00	\$ 9,913.00
<b>Area 2 - Total Bid</b>				<b>\$ 250,593.16</b>

**Area 3 - CR 15**

Green Area - Mill 2" on East lane from W. South 1st Street to RR Tracks, Place 2" (GR SX 75 PG 64-22 w/fiber). White Area - Full Width Overlay 2" (GR SX 75 PG 64-22 w/fiber). Include 2" Risers for Valve Box Utilities. Haul millings to Town dump site (CR 17 & CR 46 1/2). Striping to be completed by others.

Item	Unit of Measure	Estimated Bid Qty.	UNIT PRICE BID	EXTENDED VALUE
Mobilization	LS	1	\$ 6,000.00	\$ 6,000.00
Green Area - Removal of Asphalt Mat (Planing) (2") (East Lane) Haul millings to Town Site - CR 17 and CR 46 1/2	SY	3,256	\$ 1.10	\$ 3,581.60
Emulsified Asphalt	GAL	163	\$ 2.83	\$ 461.29
Green Area - 2" HMA (SX)(75)(PG 64-22) with fiber (East Lane)	Ton	378	\$ 101.44	\$ 38,344.32
Emulsified Asphalt	GAL	276	\$ 2.84	\$ 783.84
White Area (5525 SY) - 2" HMA (SX)(75)(PG 64-22) with fiber (Full width from	Ton	641	\$ 102.31	\$ 65,580.71
Traffic Control - 2 phases with full closure (North of Mountainview Drive to SH 60 and south of Mountain View	LS	1	\$ 4,407.00	\$ 4,407.00
<b>Area 3 - Total Bid</b>			<b>\$</b>	<b>119,158.76</b>