

**BID FORM****2021 TOWN OF JOHNSTOWN OLD TOWN STREET AND DRAINAGE REHABILITATION**

PROJECT IDENTIFICATION: Old Town Street and Drainage Rehabilitation – Town of Johnstown

CONTRACT IDENTIFICATION NUMBER:

THIS BID IS SUBMITTED TO:

Town of Johnstown, Colorado  
 450 S. Parish Avenue  
 Johnstown, Colorado 80534

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within three days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Number
JUNE 22, 2021	1
JUNE 24, 2021	2
JUNE 25, 2021	3

JUNE 29, 2021 4

- (a) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (b) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to

perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents.

- (c) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
  - (d) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
  - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER; and
4. BIDDER will complete the work in accordance with the Contract Documents for the following price(s):

FOR ALL WORK, A LUMP SUM OF:

TWO MILLION THREE HUNDRED FORTY FIVE THOUSAND Dollars (use words)  
THREE HUNDRED THIRTY ONE DOLLARS AND 83/100

(\$ 2,345,331 <sup>83</sup>) (numerals)

Contractor to submit Schedule of Values, in support of Lump Sum Price.

- 5. BIDDER agrees that that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
- 7. The following documents are attached to and made a condition of this Bid:
  - a) Required Bid Bond
  - b) Bidder to provide a tabulation of Subcontractors, suppliers and other persons and organizations required to be identified in this Bid per the Instructions to Bidders.

SUBMITTED on July 1, 20 21.

If BIDDER is:

An Individual

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Individual's Name)

doing business as \_\_\_\_\_

Business address:

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

Phone No.: \_\_\_\_\_

A Partnership

By: \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(General Partner)

doing business as \_\_\_\_\_

Business address:

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

Phone No.: \_\_\_\_\_

A Corporation

By: DEFALCO CONSTRUCTION Co.  
(Corporation Name)

COLORADO  
(State of Incorporation)

By: Tony Defalco  
(Name of person authorized to sign)

PRESIDENT  
(Title)

(Corporate Seal)

Attest Ben Hanson  
(Secretary)

Business address:

P.O. BOX 820 LONGMONT CO. 80502

Phone No.: 303.651.1100

A Joint Venture

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

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

\_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)



**2021 TOWN OF JOHNSTOWN OLD TOWN STREET AND DRAINAGE REHABILITATION-**  
**BID SCHEDULE - ADDENDUM 3**

Contractor: DeFalco Construction Co.

DATE: 7/1/21

ITEM NO.	CDOT NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	200-00203	Removal of curb and gutter	2900	LF	5.68	\$ 16,472.00
2	201-00000	Clearing and Grubbing	1	LS	8113.74	\$ 8,113.74
3	202-00010	Removal of Tree	3	EA	2222.35	\$ 6,667.05
4	202-00019	Removal of existing storm inlet (Greeley)	2	EA	2141.68	\$ 4283.36
5	202-00021	Removal of existing Sanitary Manhole	3	EA	1748.29	\$ 5244.87
6	202-00035	Removal Pipe - 15" Storm Drain in Greeley.	320	LF	59.97	\$ 19,190.40
7	202-00035	Removal Pipe - 8" Sanitary Main in Alley	830	LF	77.06	\$ 63,959.80
8	202-00037	Removal of end section (Greeley)	1	EA	399.77	\$ 399.77
9	202-00212	Remove existing concrete	1388	SY	5.46	\$ 7518.48
10	202-00212	Removal of Concrete (Special) - Drain Pans & Greeley U-Gutter	41	SY	7.52	\$ 308.32
11	202-00240	Removal Asphalt Mat	7375	SY	3.98	\$ 29,352.50
12	202-00250	Removal of Pavement Marking	300	SF	3.08	\$ 724.60
13	202-01000	Removal or Relocation of Fence	50	LF	19.13	\$ 956.50
14	202-05002	Sawing Concrete (6")	363	LF	3.24	\$ 1176.12
15	202-05026	Sawing Asphalt Material	872	LF	1.72	\$ 1499.84
16	203-00000	Unclassified Excavation	2410	CY	15.25	\$ 36,752.50
17	208-00002	Erosion Log (Type 1) (12 Inch)	580	LF	7.57	\$ 4390.60
18	208-00035	Aggregate Bag	19	EA	93.03	\$ 1767.57
19	208-00045	Concrete Washout Structure	3	EA	1012.93	\$ 3038.79
20	208-00051	Storm Drain Inlet Protection (Type 1)	11	EA	54.57	\$ 600.27
21	208-00054	Storm Drain Inlet Protection (Type 3)	7	EA	71.07	\$ 497.49
22	208-00070	Vehicle Tracking Pad	7	EA	988.51	\$ 6919.57
23	208-00200	Erosion Control Management	1	LS	8741.04	\$ 8741.04
24	210-	Relocate Mailbox Cluster	1	EA	412.63	\$ 412.63
25	210-00810	Reset Ground Sign	13	EA	125.08	\$ 1626.04
26	210-01710	Reset Valve	10	EA	861.25	\$ 8612.50
27	210-04050	Adjust Valve Box	11	EA	466.30	\$ 5129.30
28	214-	Landscaping within Right-of-Way	12176	SF	3.31	\$ 40,302.56
	214-	Landscaping outside Right-of-Way	5530	SF		\$
29	214-	Private Gravity or Keystone Wall reconstruction	47	SF	46.06	\$ 2164.82
30	304-06000	Aggregate Base Course (Class 6) (6" depth)	7243	SY	9.81	\$ 71,053.83
31	403-00721	Hot Mix Asphalt (Patching)(Grading S)(75)(PG64-22) (2x - 3" lifts)	368	TONS	151.06	\$ 55,590.08
32	403-32741	Hot Mix Asphalt (Grading S)(75)(PG64-22)(3")	808	TONS	87.52	\$ 72,332.16
33	403-32771	Hot Mix Asphalt (Grading SX)(75)(PG76-28)(3")	808	TONS	96.23	\$ 77,753.84
	407-	Milling and Tack Coat for Tee Joints	220	SY		\$
34	412-00600	Concrete Paving (6" depth) - Private walk/driveway	313	SY	63.33	\$ 19,822.29
35	412-00800	Concrete Paving (8" depth)	1417	SY	80.72	\$ 114,380.24
	601-01000	Concrete Class B (Drain Pan)	6	CY		\$
36	601-01050	Concrete Class B (Wall) - 12" Landscape Wall	1	CY	2237.89	\$ 2237.89
37	603-	Sewer Service Connection	10	EA	659.43	\$ 6594.30
38	603-	Sewer Service Cleanout	10	EA	514.18	\$ 5141.80
39	603-	Sanitary Connection to Existing Manhole (8" Plastic Pipe)	1	EA	2424.35	\$ 2424.35
40	603-	Abandon and Cap existing Sanitary Service	6	EA	814.97	\$ 4889.82
41	603-01185	18 Inch Reinforced Concrete Pipe (Complete in Place) (Class II)	215	LF	130.87	\$ 28,137.05
42	603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place) (Class II)	861	LF	131.67	\$ 113,367.87
43	603-01305	30 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	466	LF	213.84	\$ 99,649.44
44	603-01365	36 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	415	LF	244.42	\$ 101,434.30
45	603-01425	42 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	650	LF	217.54	\$ 141,401.00



46	603-02180	23x14 Inch Reinforced Concrete Pipe Elliptical (Class III)	89	LF	156.73	\$ 13,948.97
47	603-02245	30x19 Inch Reinforced Concrete Pipe Elliptical (Class III)	71	LF	195.71	\$ 13,895.41
48	603-50004	4" Sewer Service Pipe	100	LF	75.02	\$ 7502.00
49	603-83008	8" Sewer Pipe (PVC-SDR35)	840	LF	142.13	\$ 119,389.20
50	604-	Neenah Foundry R-3238 Manhole Grate	7	EA	867.68	\$ 6073.76
51	604-	Storm Connection to Existing Inlet (42" pipe)	1	EA	5063.37	\$ 5063.37
52	604-19105	Inlet Type R L 5 (5')	2	EA	4407.78	\$ 8815.56
53	604-19110	Inlet Type R L 5 (10')	3	EA	5457.56	\$ 16,372.68
54	604-19205	Inlet Type R L 10 (5')	3	EA	8209.66	\$ 24,628.98
55	604-19210	Inlet Type R L 10 (10')	2	EA	12,885.34	\$ 25,770.68
56	604-19305	Inlet Type R L 15 (5')	1	EA	10,935.32	\$ 10,935.32
57	604-19315	Inlet Type R L 15 (15')	1	EA	19,503.41	\$ 19,503.41
58	604-31005	Manhole Box Base (5 Foot) - 4' Diameter Storm Manhole	3	EA	4199.55	\$ 12,598.65
59	604-31005	Manhole Box Base (5 Foot) - 5' Diameter Storm Manhole	2	EA	5551.20	\$ 11,102.40
60	604-31010	Manhole Box Base (10 Foot) - 4' Diameter Storm Manhole	2	EA	4445.72	\$ 8891.44
61	604-31010	Manhole Box Base (10 Foot) - 5' Diameter Storm Manhole	5	EA	5403.50	\$ 27,017.50
62	604-31010	Manhole Box Base (10 Foot) - 4' Diameter Sanitary Manhole	4	EA	5816.65	\$ 23,266.60
63	604-31015	Manhole Box Base (15 Foot) - 5' Diameter Storm Manhole	2	EA	6289.69	\$ 12,579.38
64	604-31015	Manhole Box Base (15 Foot) - 6' Diameter Storm Manhole	1	EA	9822.10	\$ 9822.10
65	604-50200	Manhole Ring and Cover	8	EA	520.61	\$ 4164.88
66	608-00000	Concrete Sidewalk (6" depth)	1610	SY	57.39	\$ 92,397.90
67	608-00010	Concrete Curb Ramp	326	SY	125.03	\$ 40,759.78
68	608-00015	Detectable Warning Plate	410	SF	46.98	\$ 19,261.80
69	609-20010	Curb type 2 (Section B) - 6" Sidewalk Curb	36	LF	39.89	\$ 1,436.04
70	609-20010	Curb type 2 (Section B) - 8" Sidewalk Curb	40	LF	47.18	\$ 1887.20
71	609-21010	Curb and Gutter Type 2 Section (I-B), Johnstown Outfall	1581	LF	26.98	\$ 42,655.38
72	609-21020	Curb and Gutter Type 2 Section (II-B), Johnstown Standard Catch	1401	LF	29.16	\$ 40,853.16
73	609-24000	Gutter Type 2 (Special) - Estes V-Gutter - monolithic 8' width	596	LF	90.54	\$ 53,961.84
74	614-	Street Sign (Yield)	3	EA	464.05	\$ 1392.15
75	619-	Waterline Service Adjustment	7	EA	827.20	\$ 5790.40
76	619-	Water main lowering/raising	4	EA	8571.36	\$ 34,285.44
77	619-	Utility Encasement	2	EA	1570.82	\$ 3141.64
78	619-	Utility Insulation	3	EA	942.92	\$ 2828.76
79	620-00001	Field Office (Class 1)	1	EA	23,839.99	\$ 23,839.99
80	625-00000	Construction Survey	1	LS	37,708.50	\$ 37,708.50
81	626-00000	Mobilization	1	LS	77,659.18	\$ 77,659.18
82	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	834	SF	14.27	\$ 11,901.18
83	630-	Construction Traffic Control	1	LS	91,698.62	\$ 91,698.62
84	AS-BUILTS	Record Drawing Survey	1	LS	2237.89	\$ 2237.89
85	F/A	F/A Minor Contract Revisions	1	LS	\$ 100,000.00	\$ 100,000.00
86	F/A EC	F/A Erosion Control	1	LS	\$ 25,000.00	\$ 25,000.00
87	F/A LA	F/A Landscaping - Private Property	1	LS	\$ 50,000.00	\$ 50,000.00
Total Bid						\$ 2,345,331.83

BID ALTERNATE 1 - Replace RCP with HDPE						
ITEM NO.	CDOT NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
40A	603-	Storm Pipe, 18" HDPE	215	LF	131.16	\$ 28,199.40
41A	603-	Storm Pipe, 24" HDPE	861	LF	125.95	\$ 108,442.95
42A	603-	Storm Pipe, 30" HDPE	466	LF	196.56	\$ 91,596.96
43A	603-	Storm Pipe, 36" HDPE	415	LF	211.14	\$ 87,623.10
44A	603-	Storm Pipe, 42" HDPE	650	LF	197.83	\$ 128,589.50
BID ALTERNATE 2 - Replace ROW Seed w Rock Mulch						
ITEM NO.	CDOT NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
27A	214-	1-1/2 Decorative River Rock Mulch w Weed Barrier	12176	SF	2.06	\$ 25,082.56

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

DeFalco Construction Company as Principal, and

Employers Mutual Casualty Company Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of \_\_\_\_\_

Five Percent of the Total Amount Bid (\$ 5% ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 14th day of June, 2021.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

2021 TOWN OF JOHNSTOWN OLD TOWN STREET AND DRAINAGE REHABILITATION

NOW THEREFORE,

- (A) If said bid shall be rejected, or in the alternate,
- (B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly) completed in accordance with said bid and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

then this obligation shall be void, otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

By:  **PRESIDENT**  
Principal DeFalco Construction Company

Employers Mutual Casualty Company

Surety

By:   
Jessica Jean Rini, Attorney-in-Fact





## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

TODD BENGFOR, MARK SWEIGART, SARAH BROWN, Ashlea McCaughey, Donald E Appleby, Jessica Jean Rini

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

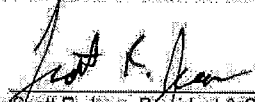
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.


## AUTHORITY FOR POWER OF ATTORNEY

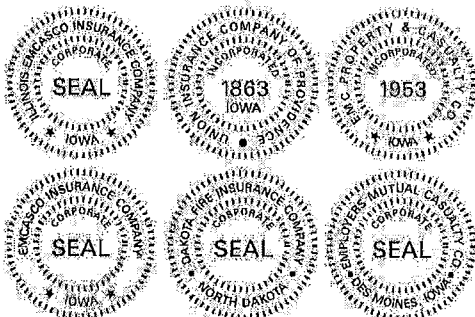
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.

  
Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

  
Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

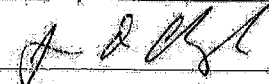
My Commission Expires: October 10, 2022.

  
Kathy Loveridge  
Notary Public in and for the State of Iowa

## CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of June, 2021.

  
James D. Clough, Vice President.