

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
6/22/21	# 1
6/24/21	# 2
6/25/21	# 3
6/29/21	# 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 five hundred twelve thousand thirty five Dollars (use words)

(\$ 2,512,035⁰⁰) (numerals)

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

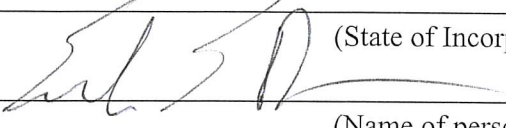
- 5. BIDDER agrees that that the Work will be substantially completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.
- 6. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the 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, 2021.

A Corporation

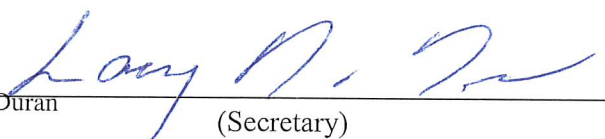
By: Duran Excavating, Inc.
(Corporation Name)

Colorado
(State of Incorporation)

By: 
(Name of person authorized to sign)

Ernest E. Duran, President
(Title)

(Corporate Seal)

Attest 
Larry Duran (Secretary)

Business address:

14332 CR 64

Greeley, CO 80631

Phone No.: 970-351-0192

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: Duran Excavating Inc.

DATE: 7/1/21

ITEM NO.	CDOT NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	200-00203	Removal of curb and gutter	2900	LF	\$5.50	\$15,950.00
2	201-00000	Clearing and Grubbing	1	LS	\$4,015.00	\$4,015.00
3	202-00010	Removal of Tree	3	EA	\$1,350.00	\$4,050.00
4	202-00019	Removal of existing storm inlet (Greeley)	2	EA	\$570.00	\$1,140.00
5	202-00021	Removal of existing Sanitary Manhole	3	EA	\$926.00	\$2,778.00
6	202-00035	Removal Pipe - 15" Storm Drain in Greeley.	320	LF	\$43.00	\$13,760.00
7	202-00035	Removal Pipe - 8" Sanitary Main in Alley	830	LF	\$7.50	\$6,225.00
8	202-00037	Removal of end section (Greeley)	1	EA	\$259.00	\$259.00
9	202-00212	Remove existing concrete	1388	SY	\$7.00	\$9,716.00
10	202-00212	Removal of Concrete (Special) - Drain Pans & Greeley U-Gutter	41	SY	\$44.00	\$1,804.00
11	202-00240	Removal Asphalt Mat	7375	SY	\$7.00	\$51,625.00
12	202-00250	Removal of Pavement Marking	300	SF	\$9.00	\$2,700.00
13	202-01000	Removal or Relocation of Fence	50	LF	\$28.00	\$1,400.00
14	202-05002	Sawing Concrete (6")	363	LF	\$4.00	\$1,452.00
15	202-05026	Sawing Asphalt Material	872	LF	\$4.00	\$3,488.00
16	203-00000	Unclassified Excavation	2410	CY	\$26.00	\$62,660.00
17	208-00002	Erosion Log (Type 1) (12 Inch)	580	LF	\$4.00	\$2,320.00
18	208-00035	Aggregate Bag	19	EA	\$38.00	\$722.00
19	208-00045	Concrete Washout Structure	3	EA	\$1,219.00	\$3,657.00
20	208-00051	Storm Drain Inlet Protection (Type 1)	11	EA	\$108.00	\$1,188.00
21	208-00054	Storm Drain Inlet Protection (Type 3)	7	EA	\$197.00	\$1,379.00
22	208-00070	Vehicle Tracking Pad	7	EA	\$1,720.00	\$12,040.00
23	208-00200	Erosion Control Management	1	LS	\$5,000.00	\$5,000.00
24	210-	Relocate Mailbox Cluster	1	EA	\$1,500.00	\$1,500.00
25	210-00810	Reset Ground Sign	13	EA	\$132.00	\$1,716.00
26	210-01710	Reset Valve	10	EA	\$994.00	\$9,940.00
27	210-04050	Adjust Valve Box	11	EA	\$416.00	\$4,576.00
28	214-	Landscaping within Right-of-Way	12176	SF	\$2.50	\$30,440.00
	214-	Landscaping outside Right-of-Way	5530	SF	\$	\$
29	214-	Private Gravity or Keystone Wall reconstruction	47	SF	\$67.00	\$3,149.00
30	304-06000	Aggregate Base Course (Class 6) (6" depth)	7243	SY	\$11.00	\$79,673.00
31	403-00721	Hot Mix Asphalt (Patching)(Grading S)(75)(PG64-22) (2x - 3" lifts)	368	TONS	\$153.00	\$56,304.00
32	403-32741	Hot Mix Asphalt (Grading S)(75)(PG64-22)(3")	808	TONS	\$90.00	\$72,720.00
33	403-32771	Hot Mix Asphalt (Grading SX)(75)(PG76-28)(3")	808	TONS	\$97.00	\$78,376.00
	407-	Milling and Tack Coat for Tee Joints	220	SY	\$	\$
34	412-00600	Concrete Paving (6" depth) - Private walk/driveway	313	SY	\$69.00	\$21,597.00
35	412-00800	Concrete Paving (8" depth)	1417	SY	\$87.00	\$123,279.00
	601-01000	Concrete Class B (Drain Pan)	.6	CY	\$	\$
36	601-01050	Concrete Class B (Wall) - 12" Landscape Wall	1	CY	\$3,014.00	\$3,014.00
37	603-	Sewer Service Connection	10	EA	\$1,421.00	\$14,210.00
38	603-	Sewer Service Cleanout	10	EA	\$171.00	\$1,710.00
39	603-	Sanitary Connection to Existing Manhole (8" Plastic Pipe)	1	EA	\$1,271.00	\$1,271.00
40	603-	Abandon and Cap existing Sanitary Service	6	EA	\$401.00	\$2,406.00
41	603-01185	18 Inch Reinforced Concrete Pipe (Complete in Place) (Class II)	215	LF	\$122.00	\$26,230.00
42	603-01245	24 Inch Reinforced Concrete Pipe (Complete in Place) (Class II)	861	LF	\$177.00	\$152,397.00
43	603-01305	30 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	466	LF	\$223.00	\$103,918.00
44	603-01365	36 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	415	LF	\$280.00	\$116,200.00
45	603-01425	42 Inch Reinforced Concrete Pipe (Complete in Place) (Class III)	650	LF	\$311.00	\$202,150.00
46	603-02180	23x14 Inch Reinforced Concrete Pipe Elliptical (Class III)	89	LF	\$200.00	\$17,800.00
47	603-02245	30x19 Inch Reinforced Concrete Pipe Elliptical (Class III)	71	LF	\$421.00	\$29,891.00
48	603-50004	4" Sewer Service Pipe	100	LF	\$62.00	\$6,200.00
49	603-83008	8" Sewer Pipe (PVC-SDR35)	840	LF	\$109.00	\$91,560.00
50	604-	Neeenah Foundry R-3238 Manhole Grate	7	EA	\$642.00	\$4,494.00
51	604-	Storm Connection to Existing Inlet (42" pipe)	1	EA	\$3,883.00	\$3,883.00
52	604-19105	Inlet Type R L 5 (5')	2	EA	\$6,140.00	\$12,280.00
53	604-19110	Inlet Type R L 5 (10')	3	EA	\$6,516.00	\$19,548.00
54	604-19205	Inlet Type R L 10 (5')	3	EA	\$7,853.00	\$23,559.00
55	604-19210	Inlet Type R L 10 (10')	2	EA	\$12,004.00	\$24,008.00
56	604-19305	Inlet Type R L 15 (5')	1	EA	\$11,301.00	\$11,301.00
57	604-19315	Inlet Type R L 15 (15')	1	EA	\$17,217.00	\$17,217.00
58	604-31005	Manhole Box Base (5 Foot) - 4' Diameter Storm Manhole	3	EA	\$5,744.00	\$17,232.00
59	604-31005	Manhole Box Base (5 Foot) - 5' Diameter Storm Manhole	2	EA	\$6,910.00	\$13,820.00

60	604-31010	Manhole Box Base (10 Foot) - 4' Diameter Storm Manhole	2	EA	\$5,628.00	\$11,256.00
61	604-31010	Manhole Box Base (10 Foot) - 5' Diameter Storm Manhole	5	EA	\$7,487.00	\$37,435.00
62	604-31010	Manhole Box Base (10 Foot) - 4' Diameter Sanitary Manhole	4	EA	\$5,801.00	\$23,204.00
63	604-31015	Manhole Box Base (15 Foot) - 5' Diameter Storm Manhole	2	EA	\$7,119.00	\$14,238.00
64	604-31015	Manhole Box Base (15 Foot) - 6' Diameter Storm Manhole	1	EA	\$10,056.00	\$10,056.00
65	604-50200	Manhole Ring and Cover	8	EA	\$435.00	\$3,480.00
66	608-00000	Concrete Sidewalk (6" depth)	1610	SY	\$58.00	\$93,380.00
67	608-00010	Concrete Curb Ramp	326	SY	\$139.00	\$45,314.00
68	608-00015	Detectable Warning Plate	410	SF	\$44.00	\$18,040.00
69	609-20010	Curb type 2 (Section B) - 6" Sidewalk Curb	36	LF	\$33.00	\$1,188.00
70	609-20010	Curb type 2 (Section B) - 8" Sidewalk Curb	40	LF	\$36.00	\$1,440.00
71	609-21010	Curb and Gutter Type 2 Section (I-B), Johnstown Outfall	1581	LF	\$24.00	\$37,944.00
72	609-21020	Curb and Gutter Type 2 Section (II-B), Johnstown Standard Catch	1401	LF	\$26.00	\$36,426.00
73	609-24000	Gutter Type 2 (Special) - Estes V-Gutter - monolithic 8' width	596	LF	\$77.00	\$45,892.00
74	614-	Street Sign (Yield)	3	EA	\$165.00	\$495.00
75	619-	Waterline Service Adjustment	7	EA	\$1,000.00	\$7,000.00
76	619-	Water main lowering/raising	4	EA	\$4,817.00	\$19,268.00
77	619-	Utility Encasement	2	EA	\$1,000.00	\$2,000.00
78	619-	Utility Insulation	3	EA	\$726.00	\$2,178.00
79	620-00001	Field Office (Class 1)	1	EA	\$23,500.00	\$23,500.00
80	625-00000	Construction Survey	1	LS	\$43,450.00	\$43,450.00
81	626-00000	Mobilization	1	LS	\$155,705.00	\$155,705.00
82	627-30410	Preformed Thermoplastic Pavement Marking (Xwalk-Stop Line)	834	SF	\$22.00	\$18,348.00
83	630-	Construction Traffic Control	1	LS	\$75,130.00	\$75,130.00
84	AS-BUILTS	Record Drawing Survey	1	LS	\$1,771.00	\$1,771.00
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						\$2,512,035.00
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	\$125.00	\$26,875.00
41A	603-	Storm Pipe, 24" HDPE	861	LF	\$176.00	\$151,536.00
42A	603-	Storm Pipe, 30" HDPE	466	LF	\$227.00	\$105,782.00
43A	603-	Storm Pipe, 36" HDPE	415	LF	\$272.00	\$112,880.00
44A	603-	Storm Pipe, 42" HDPE	650	LF	\$290.00	\$188,500.00
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	\$2.25	\$27,396.00

BID BOND

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

Duran Excavating, Inc as Principal, and
Western Surety Company Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of Five percent

(5%) of total bid amount (\$ ---) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 22 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: [Signature]
Ernest Duran, President
 Principal

Western Surety Company

Surety
 By: [Signature]
Michael J. Schmitt - Attorney-in-fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael J Schmitt, Jennifer Lee Hunter, Individually

of Greeley, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of February, 2020.



WESTERN SURETY COMPANY

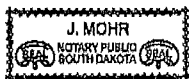
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 7th day of February, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22th day of June, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn

Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania