

LIVARD & CLARK

SECTION 00 41 43

BID FORM



J&T Consulting, Inc.

Town of Johnstown

Johnstown Reservoir Pump Station Generator
9/21/2023

Bid Schedule
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Item Number	Description	Quantity	Unit	Unit Price	Total Price
General Items					
1	Project Mobilization/Demobilization	1	LS	\$26,000 ⁻	\$26,000 ⁻
2	Erosion Control, Complete in Place	1	LS	\$4,000 ⁻	\$4,000 ⁻
3	Vacuum Truck/Probe Potholing	1	LS	\$3,000 ⁻	\$3,000 ⁻
4	Construction Staking	1	LS	\$5,000 ⁻	\$5,000 ⁻
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	\$9,000 ⁻	\$9,000 ⁻
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	\$11,000 ⁻	\$11,000 ⁻
General Items Subtotal					\$58,000⁻
Generator Infrastructure					
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompacting Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	\$135,000 ⁻	\$135,000 ⁻
8	Reinforced CMU Block Wall, Complete in Place	1	LS	\$32,000 ⁻	\$32,000 ⁻
9	Installation of Generator onto Foundation, Complete in Place. Generator Will be Purchased by the Town. Contractor will be responsible from picking it up from Generator Source and Transporting it to the Site.	1	LS	\$18,000 ⁻	\$18,000 ⁻
10	Installation of Automatic Transfer Switch, Conduits, and Wiring, Including Connection to Generator, Relocation of Junction Box, and all Appurtenances, Complete in Place	1	LS	\$49,000 ⁻	\$49,000 ⁻
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	\$7,000 ⁻	\$7,000 ⁻
Generator Infrastructure Subtotal					\$241,000⁻
Project Total					\$299,000⁻

Note: Generator Source, Electrical Contractor, and Browns Hill shall be on-site for generator start up and training.

Total Price in Words Two hundred ninety nine thousand and ⁰⁰/₁₀₀

This bid schedule is understood to be all inclusive of the work shown on the contract documents. Items that are not specifically indicated by an individual bid item are understood to be incidental and included in the lump sum cost of a related bid item.

Signature

Paul Wagner, President

Company

LILLARD & CLARK CONSTRUCTION

END OF SECTION

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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):

Lillard & Clark Construction Company, Inc.
3775 S. Knox Court
Sheridan, CO 80236

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

Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155

OWNER (Name and Address):

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

BID

Bid Due Date: October 12, 2023

Description (Project Name and Include Location): Johnstown Reservoir Pump Station Generator, Weld County, CO

BOND

Bond Number: BID BOND

Date (Not earlier than Bid due date): October 6, 2023

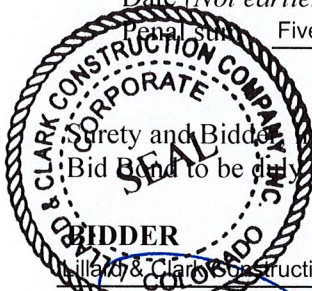
Penal sum Five Percent of the Total Amount Bid

\$ 5%

(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.



Lillard & Clark Construction Company, Inc.

(Seal) Hartford Accident and Indemnity Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Paul Wagner
Signature

PAUL WAGNER
Print Name

PRESIDENT
Title

Attest:

Kit Badger
Signature

Witness
Title

By:

Jessica Jean Rini
Signature (Attach Power of Attorney)

Jessica Jean Rini
Print Name

Attorney-in-Fact
Title

Attest:

Jessica Jean Rini
Signature

V. Rini, Surety Witness
Title



Town of Johnstown
Johnstown Reservoir Pump Station Generator

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.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HOLMES MURPHY AND ASSOC LLC
 Agency Code: 34-346205

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Mary Ashley Allen, Donald E. Appleby, Todd Bengford, Sarah C. Brown, Megan A. Brown, Jessica Jean Rini, Mark Sweigart of GREENWOOD VILLAGE, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President 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 is still in full force effective as of October 6, 2023

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

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

(Bidder) LILARD & CLARK CONST

To: (Owner) Town of Johnstown

Dated 10/12/23 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
<u>ELECTRICAL</u>	<u>Eckstine</u>
<u>MASONRY</u>	<u>Del's Masonry</u>

END OF SECTION

SECTION 00 45 19

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Colorado
COUNTY OF Arapahoe

PAUL WAGNER, being first duly sworn, deposes and says that:

- (1) He is the PRESIDENT of LILLARD & CLARK CONST., 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 Town of Johnstown 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: [Signature]

Subscribed and sworn to before me this 12TH day of OCTOBER, 2023, by
PAUL WAGNER, as
(Affiant)
PRESIDENT, of LILLARD & CLARK CONST., a
(title) (Bidder)
CORPORATION, organized pursuant to
(corporation or partnership)
the laws of the State of COLORADO.

LISA JEAN SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20024036879
MY COMMISSION EXPIRES NOVEMBER 28, 2026

Lisa Jean Smith
Notary Public

My Commission Expires November 28, 2026

Town of Johnstown
Johnstown Reservoir Pump Station Generator

NONCOLLUSION AFFIDAVIT
OF PRIME BIDDER

ADDENDUM NO. 1

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERS

Date: September 28, 2023

The purpose of this Addendum is:

This Addendum incorporates date changes to the instructions to bidders and the invitation to bid.

The Bid Date has been extended to Thursday, October 12, 2023 at 2:00 PM. The questions Attendee List for Mandatory Pre-Bid Meeting

CHANGES TO CONTRACT DOCUMENTS ATTACHED TO THIS ADDENDUM:

- Invitation to Bid has been revised.

ADDENDUM NO. 2

PROJECT TITLE: Johnstown Reservoir Pump Station Generator Project

To: ALL BIDDERS

Date: October 6, 2023

The purpose of this Addendum is:

This Addendum incorporates answers to questions from bidders.

Questions from Bidders

1. The ATS specifications 16280-2 that says the Generator Supplier is supposed to supply the ATS. During the pre-bid we were told the Electrical Contractor is supposed to provide the ATS.

RESPONSE: The Electrical Contractor shall supply the ATS not the generator supplier.

2. Who is supplying the generator? What is the make and model of the generator?

RESPONSE: The generator is being supplied by Generator Source. Please contact Eric Geisler for details on picking up or taking delivery of the generator. Contractor is responsible for transport of the generator to the job site and installation. The make and model of the generator is a 2023 MTU DS200 (200 kW) 480 Volt 3 Phase Power. Generator Source will also be changing the leads and providing a single 300 amp breaker so the generator is 480 volt power.

GENERATOR SOURCE – BRIGHTON, CO

Eric Geisler

Sales and Purchasing Representative

<https://www.generatorsource.com/>

D: 303-558-8407

3. Can an existing as-built plan view of the interior pump station be provided? Scope associated with the PLC connections requires new conduit/wire, so looking to confirm these approximate lengths/runs.

RESPONSE: The as-built drawings are provided in the attachments.

INFORMATION ON THE GENERATOR ATTACHED TO THIS ADDENDUM:

- OPERATIONS AND MAINTENANCE MANUAL FOR GENERATOR
- GENERATOR INFORMATION PROVIDED BY GENERATOR SOURCE
- AS-BUILT DRAWINGS FOR PUMP STATION

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

By: [Signature]
Title

ATTEST: [Signature]

BIDDER:

Date: 10/12/23
Company: Lillard & Clark

Address: 3775 S. Knox Ct.
DENVER CO 80236