

Project Manual
ISSUED FOR BID

FOR:
JOHNSTOWN RESERVOIR PUMP STATION GENERATOR
WELD COUNTY, COLORADO

SEPTEMBER, 2023

PREPARED FOR:



Johnstown
Colorado

450 S PARISH AVE.
JOHNSTOWN, CO 80534

Bid Submittal - J-2 Contracting Co, Inc.

PREPARED BY:



J&T Consulting, Inc.

305 DENVER AVENUE – SUITE D
FORT LUPTON, CO 80621
PHONE: 303-857-6222

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	17,500.00	17,500.00
2	Erosion Control, Complete in Place	1	LS	5000.00	5000.00
3	Vacuum Truck/Probe Potholing	1	LS	2500.00	2500.00
4	Construction Staking	1	LS	3400.00	3400.00
5	Clearing, Grubbing, and Removal and Disposal of Tree	1	LS	3900.00	3900.00
6	Site Restoration of all Disturbed Areas with 6 in Thick Compacted Asphalt Millings, Including Furnishing and Installing Millings, Complete in Place	1	LS	8300.00	8300.00
General Items Subtotal					40,600.00

Generator Infrastructure					
7	Reinforced Concrete Generator and Block Wall Foundations, Including Concrete Anchor Plate Bearing Wall, Anchor Plates and Rods, Excavation, Scarifying and Recompact Footing Subgrade, and Furnishing and Installing Compacted Structural Backfill, Complete in Place	1	LS	98,000.00	98,000.00
8	Reinforced CMU Block Wall, Complete in Place	1	LS	27,000.00	27,000.00
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	18,600.00	18,600.00
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	45,350.00	45,350.00
11	Instrumentation and Controls, Complete in Place. This work to be done by Browns Hill Engineering and Controls.	1	LS	7220.00	7220.00
Generator Infrastructure Subtotal					196,170.00

Project Total **236,770.00**

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

Total Price in Words Two hundred thirty six thousand seven hundred seventy dollars and zero cents.

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  CHARLES W. BROWN VP

Company J-2 Contracting Co. Inc

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):

J-2 Contracting Co., Inc.
105 Coronado Court, Suite A-101
Fort Collins, CO 80525

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

Amerisure Mutual Insurance Company
PO Box 9098
Farmington Hills, MI 48333-9098

OWNER (Name and Address):

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

BID

Bid Due Date: **October 12, 2023**

Description (Project Name and Include Location): **Johnstown Reservoir Pump Station Generator
Johnstown, Colorado**

BOND

Bond Number: **N/A**

Date (Not earlier than Bid due date): **October 12, 2023**

Penal sum Five Percent (5%) of Total Bid Amount (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.

BIDDER

J-2 Contracting Co., Inc. (Seal)
Bidder's Name and Corporate Seal

By:
Signature

CHANCE W. BROWN JR
Print Name

VICE PRESIDENT
Title

Attest:
Signature

Secretary
Title

Town of Johnstown
Johnstown Reservoir Pump Station Generator

SURETY

Amerisure Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By:
Signature (Attach Power of Attorney)

Dulce Huggins
Print Name

Attorney-in-Fact
Title

Attest:
Signature

Witness
Title

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.



AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

RUSSELL LEAR, KEVIN BAIRD, DULCE HUGGINS, SHAROLYN LOPEZ,

JULIE RUSSELL-WARNER, KELLY URWILLER, ROYAL LOVELL and BRETT KEMP

of Flood & Peterson Insurance, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: [Signature]
Michael A. Ito, Senior Vice President Surety

By: [Signature]
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of October, 2023.

[Signature]
Christopher M. Spaude, Chief Financial Officer & Treasurer

SECTION 00 45 13

PROPOSED SUBCONTRACTORS FORM

LIST OF SUBCONTRACTORS

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

(Bidder) J-2 Contracting Co. Inc.

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
Electrical	Eckstine Electric Company
Block Wall (Masonry)	MJ Masonry
Structural Concrete	SCS Structural Concrete Company

END OF SECTION

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NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF Colorado
COUNTY OF Larimer


Chance Brown, being first duly sworn, deposes and says that:

- (1) He is the Vice President of J-2 Contracting Co., Inc, 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:


Chance Brown
Vice President

Subscribed and sworn to before me this 11th day of October, 2023, by
Chance Brown, as
(Affiant)
Vice President, of J-2 Contracting Co, Inc, a
(title) (Bidder)
corporation, organized pursuant to
(corporation or partnership)
the laws of the State of Colorado.

My Commission Expires March 12, 2025

Notary Public



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.

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

By: Vice President
Title

 CHANCE W. BROWN

ATTEST:  BIDDER:

Chance Brown

Date: October 11, 2023

Company: J-2 Contracting Co., Inc

Address: 105 Coronado Ct. A-101

Fort Collins, CO 80525

SECTION 00 11 16

INVITATION TO BID

PDF copies of the bids should be submitted via email to J.C. York at jcyork@j-tconsulting.com by 2:00 P.M., local time, October 12, 2023, for the Johnstown Reservoir Pump Station Generator.

A Pre-Bid conference will be held on-site September 27, 2023 at 10:00 A.M. The conference is mandatory.

The work to be performed for the Johnstown Reservoir Pump Station Generator Project generally consists of installing a new generator, automatic transfer switch, electrical conduits and wiring, performing startup procedures, concrete generator slab foundation, concrete masonry unit (CMU) wall, CMU wall foundation; excavation, dewatering, and backfilling; grading; connections to existing facilities and facilities constructed by others; miscellaneous work and cleanup. The Town and the Engineer will be providing construction observations during construction. Construction material testing will be required and paid for by the Town.

All bids must be in accordance with the Contract Documents on file at the Town Hall, 450 South Parish Avenue, Johnstown, CO 80534.

Copies of the Contract Documents for use in preparing Bids may be obtained from: J&T Consulting, Inc., 305 Denver Avenue, Suite D, Fort Lupton, Colorado 80621. Please contact J.C. York, P.E. by phone at (970) 222-9530 or by e-mail at jcyork@j-tconsulting.com to receive a copy of the bid documents electronically at no charge.

Questions concerning the Contract Documents shall be directed in writing to J.C. York, P.E., at the above email address. Questions will be accepted until 5:00 P.M., October 5, 2023.

Bids will be received on a unit price basis. A Bid award is anticipated by October 16, 2023 and it is anticipated that execution of Contract Documents will be on or before October 23, 2023. Substantial Completion of the Work is required by April 23, 2024. Final Completion of the Work is required by October 23, 2024.

A Bid Bond and Performance and Payment Bonds will be required.

Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of Owner to make an award to that Bidder. Owner also reserves the right to waive informalities.

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: Vice President
Title

 CHANCE W. BROWN

ATTEST:  BIDDER:

Chance Brown

Date: October 11, 2023

Company: J-2 Contracting Co., Inc

Address: 105 Coronado Ct. A-101

Fort Collins, CO 80525