

Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
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Estimator: Bill Anderson

QUOTATION

Date: 8/2/2024

Submitted To: Town Of Johnstown	Bid Title Alley Sewer Rehabilitation
Address: 450 S Parish Ave Johnstown, CO 80534	Bid Number:
Contact: Ellen Hilbig	Project Location:
Phone: 970-587-4664	Project City, State: Johnstown, CO
Fax: 970-587-0141	Engineer/Architect: J-U-B Engineers, Inc.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A. General Conditions					
GC.01	Mobilization / Site Management	1.00	LS	\$72,669.84	\$72,669.84
GC.02	Performance And Payment Bonds	1.00	LS	\$7,234.15	\$7,234.15
GC.03	Construction Surveying	1.00	LS	\$5,051.61	\$5,051.61
GC.04	Geotechnical Testing	1.00	LS	\$14,877.33	\$14,877.33
GC.05	Pothole Existing Utilities	80.00	HR	\$438.12	\$35,049.60
GC.06	Project Design	1.00	LS	\$67,155.00	\$67,155.00
GC.07	Project Contingency	1.00	LS	\$83,250.00	\$83,250.00
GC.08	Landscape Allowance (Replace 2 Trees & Irrigation)	2.00	EACH	\$1,665.00	\$3,330.00
GC.09	2025 Escalation	950,000.00	DLR	\$0.06	\$57,000.00

Total Price for above A. General Conditions Items: \$345,617.53

B. Removals

RMV.01	Clear And Grub	1.00	ACRE	\$5,278.90	\$5,278.90
RMV.02	Asphalt Removal Milling Assume 6"	762.00	SY	\$38.72	\$29,504.64
RMV.03	Remove Concrete Flatwork 6"	1,350.00	SF	\$4.00	\$5,400.00
RMV.04	Remove Curb And Gutter	120.00	LF	\$16.31	\$1,957.20
RMV.05	Remove Existing Manhole	1.00	EACH	\$3,627.23	\$3,627.23
RMV.06	Remove Existing Fire Line	120.00	LF	\$30.23	\$3,627.60
RMV.07	Remove Existing Sanitary Sewer Pipe	547.00	LF	\$30.13	\$16,481.11
RMV.08	Sawcut Asphalt 6"	1,200.00	LF	\$1.39	\$1,668.00

Total Price for above B. Removals Items: \$67,544.68

D. Earthwork

EW.01	Fine Grade Curb And Gutter	120.00	LF	\$21.07	\$2,528.40
EW.02	Fine Grade Concrete Cross Pan	765.00	SF	\$4.32	\$3,304.80
EW.03	Fine Grade Concrete Sidewalks	585.00	SF	\$2.83	\$1,655.55
EW.04	Subgrade Preparation (+/- 0.1 Ft) Asphalt Pavement Alley	650.00	SY	\$17.87	\$11,615.50
EW.05	Subgrade Preparation (+/- 0.1 Ft) Asphalt Pavement City Streets	112.00	SY	\$103.18	\$11,556.16

Total Price for above D. Earthwork Items: \$30,660.41

E. Sanitary Sewer

SS.01	8" Sewer, < 8' Depth	548.00	LF	\$193.92	\$106,268.16
SS.02	Sewer Manhole 48"	2.00	EACH	\$5,300.79	\$10,601.58
SS.03	Tie In To Existing Sanitary Sewer Manhole	2.00	EACH	\$3,681.48	\$7,362.96
SS.04	Sanitary Sewer Bypass Pumping	10.00	DY	\$2,872.12	\$28,721.20
SS.05	Reconnect Existing Sewer Service (Assume 8" X 6" Service)	19.00	EACH	\$1,704.01	\$32,376.19
SS.06	Adjust Manhole In Asphalt Pavement	4.00	EACH	\$1,731.35	\$6,925.40

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SS.07	Flow Fill Street Crossings Sewer	120.00	CY	\$164.62	\$19,754.40
Total Price for above E. Sanitary Sewer Items:					\$212,009.89
G. Waterline					
W.01	6" PVC Waterline	120.00	LF	\$152.26	\$18,271.20
W.02	6" Joint Restraint	5.00	EACH	\$530.26	\$2,651.30
W.03	6" Tie To Existing	1.00	EACH	\$2,583.61	\$2,583.61
W.04	6" 90 Bend	1.00	EACH	\$1,080.67	\$1,080.67
Total Price for above G. Waterline Items:					\$24,586.78
J. Concrete Flatwork					
CF.01	Concrete Pan (8" Thick)	765.00	SF	\$21.39	\$16,363.35
CF.02	Concrete Curb And Gutter 18" Vertical	381.00	LF	\$43.93	\$16,737.33
CF.03	Concrete Sidewalk Pavers Allowance	585.00	SF	\$17.34	\$10,143.90
CF.04	Concrete Slot Drain 5" X 10 Ft	1.00	EACH	\$3,063.47	\$3,063.47
CF.05	Concrete Chase Drain 2'6" X 7 Ft	1.00	EACH	\$606.91	\$606.91
Total Price for above J. Concrete Flatwork Items:					\$46,914.96
K. Asphalt Paving					
AC.01	Asphalt Paving Alley 5" Asphalt / 8" Class 5 Agg Base / Soil Sterilant	650.00	SY	\$113.97	\$74,080.50
AC.02	Asphalt Paving Streets 5" Asphalt / 8" Class 5 Agg Base	112.00	SY	\$210.50	\$23,576.00
AC.03	Pavement Marking	1.00	LS	\$3,330.00	\$3,330.00
Total Price for above K. Asphalt Paving Items:					\$100,986.50
L. Traffic Control					
64-200	Traffic Control	1.00	LS	\$27,952.02	\$27,952.02
64.300	Pedestrian Fencing At Ace Hardware	1.00	LS	\$2,399.98	\$2,399.98
Total Price for above L. Traffic Control Items:					\$30,352.00
Total Base Bid Price:					\$858,672.75

Grease Trap Alternate

E. Sanitary Sewer

ALLOW.01	Grease Interceptor 1,500 Gallon	6.00	EACH	\$22,721.75	\$136,330.50
Total Price for above E. Sanitary Sewer Items:					\$136,330.50

Notes:

• Pricing

- Quote is valid 30 days from the date on the quote. After 30 days, prices are subject to change due to fluctuating market conditions and commodity pricing.
- Unit prices are quoted. Final invoice amount will be determined based upon measurement of actual units of work completed.
- Asphalt cement pricing changes monthly, pricing subject to adjustment.
- Diesel fuel price escalation will be required if reported cost of On Highway diesel fuel exceeds \$4.50 / Gallon based on the US Department of Energy's Rocky Mountain Average price. Escalation will be detailed based on work to complete and diesel fuel rates. Fuel rates will be based reported pricing from the following link: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r40_w.htm
- All work is subject to negotiation of acceptable contract terms, a mutually agreeable schedule, and the execution of a signed contract. No work will be undertaken without the execution of a signed Contract Agreement.

- **Scope Clarifications**

1. Pricing is based upon preliminary plans titled "Alley Sewer Rehabilitation" dated May 2024, sheets G-001, G-002, G-003, C-201, C-202 and C-501, prepared by JUB Engineers, Inc. No Geotechnical Report or pavement design was provided.
2. Pavement drainage designed with less than 1.5% cross slope or fall or rehabilitation paving work without 1.5% obtainable cross slope or fall will not be guaranteed for complete drainage and minor ponding may occur.
3. Pavement subgrade to be received at +/- 0.10'. Import or export of material is excluded.
4. Connell is a Colorado State Certified Underground Fire System Installer only. Connell will install the fire line as designed on "For Construction Drawings". Sponsor is responsible for scheduling certified fire protection contractor and fire line inspector for inspection of underground installation, conducting pressure tests, and blowing off fire line. Connell will complete these tests once.
5. If Connell encounters hazardous materials on the job site, as defined by federal, state, or local authorities, which were not brought to the site by Connell, we will not be responsible for handling, storing, or disposing of such materials, nor for complying with any laws, regulations, or ordinances related to the handling, storage, or disposal of hazardous materials. Connell is not obligated to continue work in the vicinity of hazardous materials if, in Connell's sole opinion, they pose a threat to the health and safety of Connell personnel. Any delays in Connell's work caused by the presence of hazardous materials on the job site will result in an extension of Connell's performance time under this Agreement for a corresponding duration.
6. Taxes are included per project jurisdiction, unless the project is tax exempt. Sponsor to provide tax exempt certificate prior to material procurement.

- **Schedule**

1. Please ensure that initial schedule requests are submitted with a minimum of 4 weeks notice.
2. Standard work hours are 7:00 am – 5:00 pm, Monday through Friday.

- **Exclusions**

1. This estimate does not include environmental site assessment; quality control or acceptance testing; construction surveying or drainage facility certification; engineering; frost removal or winter protection; street sweeping/cleaning for work by others; traffic control; maintenance of erosion control for others; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation; rock excavation of any type that requires ripping, blasting, or grinding.
2. This estimate does not include warranty periods exceeding one year.
2. This estimate does not include permits (e.g., city building, development construction, wastewater discharge, stormwater discharge (NPDES), street cut, air quality, access, right-of-way, underground fire line)
3. This estimate does not include fees (e.g., development, inspection, utility connection, meters, tap, etc.); acquisition of any access points, easements, or rights-of-way.
4. The estimate does not include dewatering. If dewatering is necessary, obtaining the State permit requires a minimum of 30 days. If the State requires groundwater sampling as part of the permit process, an additional 60 days and cost will be incurred. Connell excludes testing and/or treatment of groundwater determined to be contaminated by Federal, State, or local agencies.
5. This estimate does not include subgrade stabilization, over-excavation and/or soft spot repairs. If encountered, this work will be completed on a time and material basis, per the direction of the Sponsor and/or Geotechnical Engineer.

CONDITIONS AND AGREEMENTS

1. **WITHDRAWAL OF QUOTATION:** This quotation from Connell Resources, Inc. ("Connell") may be withdrawn or altered if it is not accepted by the named sponsor (the "Sponsor") within thirty (30) days from the date of issue.
2. **PERFORMANCE:** The delivery of materials and performance of services as quoted herein are subject to delays that may arise from circumstances beyond Connell's control, including work of other Contractors. The completion date is subject to: weather conditions, labor shortages, fuel or material shortages, fire, government authority or regulation, acts of God, pandemics, design or engineering changes, mechanical failures, and other reasonable circumstances not listed here.
3. **SPONSOR'S RESPONSIBILITIES:** The Sponsor is responsible for providing all necessary easements and adequate working rights-of-way. Additionally, the Sponsor will cover all costs related to design engineering, inspections, and quality control testing, unless specified otherwise.
4. **DESIGN AND ENGINEERING SERVICES:** The Sponsor acknowledges that Connell is not providing professional design or engineering services. The Sponsor is solely responsible for conducting, or hiring qualified professionals to conduct, all such services at their expense. Connell shall not be held liable for any damages resulting from design or engineering services performed by the Sponsor, the Sponsor's representatives, or third parties.
5. **PAYMENT TERMS:** Upon Request, Sponsor shall submit 10% of the Contract Price to Connell at the time of executing this Agreement along with verification of financing for the remainder of the Contract Price from the funding source. Connell shall submit a Pay Estimate at the completion of the Project or monthly as necessary. Pay Estimates will be processed by Sponsor. Sponsor shall pay the amount due on any pay estimate, no later than thirty (30) days after Connell has submitted a periodic pay estimate. Payments due but unpaid shall bear interest from the date payment is due at the prime rate plus 6% compounding daily.
6. **QUANTITY DETERMINATION AND BILLINGS:** In the case of any unit price quotation, the quantities shall be confirmed through in-field measurement after construction. The total amount to be paid by the Sponsor will be determined by multiplying the verified quantities by the unit prices specified for those quantities. Unless explicitly designated as a lump-sum quotation, this quotation shall be considered a unit price quotation.
7. **EXTRA WORK:** Connell will promptly notify Sponsor in writing of work or conditions encountered that were not included in original scope of work. The parties agree to engage in negotiations for a written and signed agreement for the extra work within three (3) working days of the notice date. If such a written agreement is not reached within three (3) working days, and Connell has not received written authorization for the extra work from the Sponsor, Connell may, at its

- sole discretion, stop work as it deems it necessary.
8. **DEFAULT:** If the Sponsor fails to make any payment or fulfill any obligation under this Agreement in a timely manner, the Sponsor shall be responsible for covering all costs and expenses (including reasonable attorney's fees) incurred by Connell as a result of the default. Connell reserves the right to file a mechanics lien or other appropriate claim in the event of non-payment.
 9. **INDEMNIFICATION:** To the fullest extent permitted by law, Sponsor shall, with respect to all Work that is covered by or incidental to this Agreement, indemnify, defend and hold harmless Connell, its representatives, officers and employees (Indemnified Parties) from and against all claims, requests, lawsuits, liabilities, losses, and expenses (including reasonable legal fees) arising from or connected to any actions or oversights of the Sponsor, the Sponsor's representatives, or any third party, as separate and cumulative obligations in compliance with and subject to the limitations set forth in CRS §13-21-111.5 (6) and shall be read as broadly as possible to satisfy such intent.
 10. **LIMITATION OF LIABILITY:** Connell's cumulative liability under this Agreement to Sponsor will be limited to the amount of this Agreement.
 11. **COMMUNICATIONS** Any submittals or notice required to be given under this Agreement to Sponsor shall be given in writing at the addresses on page 1 of the quotation by: (i) personal hand delivery; (ii) United States Mail, First Class, Return Receipt Requested; (iii) by nationally recognized carrier, return receipt requested; or (iv) email. Such submittals or notices to Contractor or Subcontractor shall be deemed given on the date delivered if personally delivered, on the date shown on the return receipt if mailed, on the date delivery is refused, if refused, or on the date emailed. Notwithstanding any failure of Connell to give notice or provide a submittal in the manner set forth in this paragraph, Sponsor shall be deemed to have received any notice or submittal for purposes of this Agreement on the date such notice is delivered to a representative with whom Connell has had regular contact regarding the Project via any written method of communication regularly utilized by Connell and Sponsor for the Project. Any party may change the address for notices by providing written notice of its new address in the manner proscribed above.
 12. **DISPUTES AND CLAIMS:** If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation using a retired judge familiar with construction issues and that is agreeable to both Sponsor and Connell before recourse to any binding dispute resolution procedures. In any dispute resolution proceeding between the parties to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and expenses, including those incurred on appeal.
 13. **JURISDICTION:** This agreement shall be governed by the laws of the State of Colorado and the county or municipality for which the project is located.
 14. **AUTHORITY TO PERFORM WORK:** By accepting this quotation, the Sponsor represents that they are the authorized representative of the Owner of the premises where the work is to be conducted. Alternatively, the signer acknowledges that they are an authorized representative of the Owner and grants permission and authority to Connell to carry out the work on the premises in accordance with the terms and conditions of this Agreement.
 15. **BINDING EFFECT:** This Agreement is binding upon and shall be for the benefit of the parties involved, as well as their respective successors and assigns.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Connell Resources, Inc.

Authorized Signature: _____

Estimator: Bill Anderson
banderson@connellresources.com