



Date: February 4th, 2025

To: City Council and Administration

From: Carl R. Ray, Water and Wastewater Director

Re: Award Recommendation for 2025 Raw Water Control Valve

The Yampa River Corridor Project replaced the original diversion structure with three new instream structures. Structure #1 is over 1.5 feet higher in elevation than the previous structure. The vertical elevation increase affected the surface water elevation under all conditions. The new structures are beneficial during late summer and into fall and provide increased surface water elevation of approximately 6" according to the hydraulic model. We did not see a hydraulic model for high flow conditions, but physical observations in the Spring of 2024 showed a large increase in surface water elevation.

The increased surface water elevation led to the following three issues at the Water Treatment Plant: 1. Localized Flooding 2. Increased pressure in the raw water pipeline which in turn effectively decrease the system head and could lead to damage of the raw water pumps 3. The backwash ponds, which are connected to the raw water pipeline, would fill with river water unless isolated by valves which in turn prevented filter backwash or created difficulty performing the backwash without flooding. In a high snowpack year, it may be impossible to backwash filters which would effectively prevent us from operating the Water Treatment Plant.

We entertained several solutions to the increased surface water elevation and determined the best approach to be installation of a raw water control valve in the pipeline coming from the river. We asked council for an appropriation to install a raw water control valve in November of 2024 in the amount of \$270,020 and the resolution was passed. We applied for and are receiving an award in the amount of \$50,000 from the Department of Local Affairs (DOLA) Energy Impact and Mineral Assistance Fund (EIAF).

Advertisement for bids was published started on February 17th, 2025. We conducted a mandatory pre-bid meeting was held on February 24th, 2025 to review the project and answer questions. Questions and concerns were addressed in addenda. The bid was broken up into four items. Bids were opened at 14:00 on March 5th, 2025. Bids were received from X-Field Services, Fones Construction, and Anson Excavating and Pipe.

The bids were reviewed and recommendation made by SGM for Anson Excavating and Pipe in the \$239,700.00. Our recommendation is in agreement with SGM's recommendation. The following bid tab summarizes the bids received:

Raw Water Control Valve - Bid Tab					
Company	Mobilization & Demobilization	Vault Installation & Manhole Extensions	Installation of 24" Actuated Plug Valve	Electrical	Total Cost
X Field Services	\$20,500.00	\$193,500.00	\$25,600.00	\$15,000.00	\$254,600.00
Fones Construction	\$16,000.00	\$118,240.00	\$115,520.00	\$7,200.00	\$256,960.00
Anson Excavating	\$28,000.00	\$122,000.00	\$80,000.00	\$9,700.00	\$239,700.00

March 6, 2025

Carl Ray
Water & Wastewater Director
City of Craig
300 W. 4th Street
Craig, CO 81625

RE: Bid Award Recommendation – Raw Water Control Vault

Dear Carl,

The City received three bids on March 5, 2025, for the **Raw Water Control Vault** project. This project will create critical operational control of the raw water feed to the water plant that doesn't presently exist during runoff. The bids received were:

Xfield Services	\$ 254,600
Fores Construction	\$ 256,960
Anson Excavating	\$ 239,700

The low bid received is within the construction estimate. We consequently recommend award to the low bidder, Anson Excavating.

The City and SGM have a long history of working successfully with Anson and expect nothing different on this project. Product lead times are critical, and we are working on solutions for implementation this spring, but full completion may not happen until fall.

If you have any questions, please contact me at 970-384-9036.

Respectfully,

SGM Inc.



Chad Paulson, PE
Public Sector Leader, SGM



789 Stock Dr Craig, CO 81625 (970) 824-0382 Fax (970) 824-8536 www.ansonexcavating.com

3/5/2025

Re: City of Craig Raw Water Control Valve Bid

Bid Qualifications: :

As simple as this project sound, just installing a manhole & valve, we would like to explain our bid & price.

Due to the location of the project and its proximity to the running river & the depth of the hole, we are anticipating increase ground water and unsuitable soils. We have in our bid to rent a special trench box to not only help with the ground situation but also stay within the timeframe of a 48-hour window to install the valve with the water to the City turned off. We also feel that our rented trench box will help ensure a sturdy foundation for the Crane that must be used to set the large manhole & manhole. This rented Trench Box is going to raise our bid amount but ensures safety and completion of the project in a timely manner.

We would like to state that delivery of the exact specified valve & fitting (24" Dezurik PEC plug valve with IP68 rated 480V ROTORK 1QTM500FAID modulating Electric Actuator with MODBUS 110/1/60. For Modulating service, OAE) needed for the project is projected to be a 30 week delivery period & cannot fit into substantial completion of May 1st, 2025. There is no acceptable alternatives for theses parts that can be obtained within the contract parameters. *(no actuator for Seal valve)*

To ensure that we get the exact specified valve and fittings, we would expect that after being awarded the bid, we would need no less than a 30 week delivery time before starting the project. We would also like to stage all materials on site 2 days prior to the project beginning to ensure that we can move through the project smoothly & within time parameters.

Anson Excavating is able to do this project with proposed material delivery specified. Please see attached bid and delivery proposal. *And proposed construction schedule based on delivery of Dezurick valve.*

Peter Miles *for Mike Anson*
Estimator

SECTION 00 41 00

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted, in electronic format or mailed to the Owner as set forth in the Advertisement for Bids.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Bidder Qualification Statement C-425 with supporting data, if required; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price – Mobilization and Demobilization	\$ 28,000.00
Lump Sum Bid Price – Vault Installation and Manhole Extensions	\$ 122,000.00
Lump Sum Bid Price – Installation of 24" Actuated Plug Valve	\$ 80,000.00
Lump Sum Bid Price – Electrical	\$ 9,700.00

Total: \$ 239,700.00

City of Craig Raw Water Vault and Valve



Anson Excavating and Pipe Inc.

P.O. Box 777

Craig Co. 81626

Contact: Mike Anson

Phone: (970) 824-0382

Fax: (970) 824-8536

Quote To: City of Craig
Carl Ray

Job Name:
Date of Plans:
Revision Date:

Phone:
Fax:

For clarification of hand written bid schedule

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Mob/Demob	1.00	LS	28,000.00	28,000.00
20	Vault & MH extensions	1.00	LS	122,000.00	122,000.00
30	24" valve, actuator, fittings	1.00	LS	80,000.00	80,000.00
40	Electrical trenching	1.00	LS	9,700.00	9,700.00
GRAND TOTAL					239,700.00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before **April 4, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 15, 2025**.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2/27/25
2	3/7/25
3	3/4/25


ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

- i. The light tower caisson depth is currently unknown. The light tower shall be protected by Contractor.
- 13. Are the existing 36" RCP section 4'L, 8'L, or...?
 - i. Section lengths are currently unknown. Contractor to verify location of bells in field. Per General Note 3 on Sheet G3, Contractor shall notify Engineer in the event that proposed vault location conflicts with bells. Contractor shall not relocate without approval from Engineer and City.
- 14. If a 36" plug is used in one of the upstream manholes to stop inflow, do any measures need to be taken for the water that will back up to the division structure?
 - i. No.
- 15. Can the construction schedule be modified if material lead times exceed the specified May 1st Substantial Completion Date, given ?
 - i. At this point in time, the Substantial Completion Date will remain as May 1st, due the plant's issues in operating during the Yampa River's high water period. Historically, the high water period starts late April to late May. Flooding of the access road to the influent manholes will occur during the high water period.
 - ii. If any construction critical to valve/vault installation, is hindered by material delivery dates with procurement within 48 hrs of contract execution, so that work can not be completed prior to the highwater period, immediate coordination with the Engineer and City is required.
- 16. What waterproofing is necessary?
 - i. At minimum the Contractor is to provide double ram neck. The City and Engineer are discussing potential for additional external waterproofing around manhole joints. Further clarification to be provided in Addendum #2.

ADDENDUM #1 ACKNOWLEDGED BY:



Name

3/5/25

Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:
Pre-Bid Attendees List
Bid Set Plans

- i. An external waterproofing is required, as specified in the manhole detail. In addition, a double ram neck is required, and all pipe penetrations are to be sealed with hydrophilic non-shrink grout.

ADDENDUM #2 ACKNOWLEDGED BY:



Name

3/5/25

Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:

N/A

ADDENDUM ORDER

ORDER NO. 3
DATE: 03/04/25
BID DATE: 03/05/25

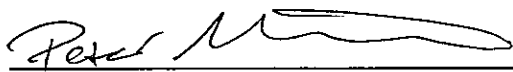
NAME OF PROJECT: Raw Water Control Vault
OWNER: City of Craig
ENGINEER: SGM, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Project Documents

1. Valve actuator may be supplied as 460V, 3 phase with integral reversing contactors.
2. Specification section 01 20 00, 1.10 D, modify the following subsections as follows:
 1. Description
 - a. This item is for excavation and backfill of trench from building to vault for electrical conduit, coring building wall into electrical room, and restoring any disturbed concrete walkways.
 2. Specific inclusions, exclusions or special considerations.
 - a. All labor, material and equipment required for trenching and wall core.
 - b. The City will supply electrical conduits, conductors, junction boxes and system connections.
 - c. Valve integration will be completed by the City.

³
ADDENDUM #~~2~~ ACKNOWLEDGED BY:


Name

3/5/25
Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:
N/A

ANSON Excavating & Pipe, Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Mike Anson

(typed or printed)

Title:

President

(typed or printed)

Date:

3/5/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Peter Miles

(typed or printed)

Title:

estimator

(typed or printed)

Date:

3/5/2025

(typed or printed)

Address for giving notices:

789 Stock Dr, Craig, CO, 81625

Bidder's Contact:

Name:

Mike Anson

(typed or printed)

Title:

President

(typed or printed)

Phone:

970 629 2057

Email:

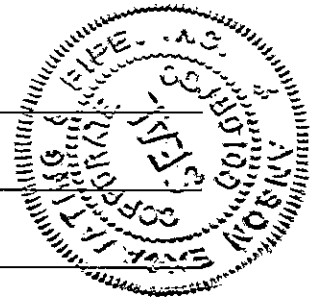
mike@ansonexcavating.com

Address:


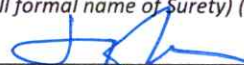
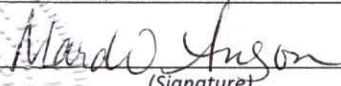
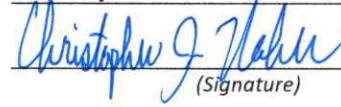
789 Stock Dr

Craig CO 81625

Bidder's Contractor License No.: (if applicable)



SECTION 00 43 00
BID BOND (PENAL SUM FORM)

Bidder Name: Anson Excavating and Pipe, Inc. Address (principal place of business): 789 Stock Drive Craig, CO 81625	Surety Name: Granite Re, Inc. Address (principal place of business): 14001 Quailbrook Drive Oklahoma City, OK 73134
Owner Name: City of Craig Address (principal place of business): 300 W. 4th Street Craig, CO 81625	Bid Project (name and location): Raw Water Control Vault Bid Due Date: March 5, 2025
Bond Penal Sum: Five Percent Amount Bid (5% Amount Bid) Date of Bond: February 26, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Anson Excavating and Pipe, Inc. <small>(Full formal name of Bidder)</small>	Surety Granite Re, Inc. <small>(Full formal name of Surety) (corporate seal)</small>
By: <u></u> <small>(Signature)</small>	By: <u></u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Mike T. Anson</u> <small>(Printed or typed)</small>	Name: <u>Jennifer Naber</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <small>(Signature)</small>	Attest: <u></u> <small>(Signature)</small>
Name: <u>Mardi Anson</u> <small>(Printed or typed)</small>	Name: <u>Christopher J. Naber</u> <small>(Printed or typed)</small>
Title: <u>Secretary</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GR0800-1

SECTION 00 41 00 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted, in electronic format or mailed to the Owner as set forth in the Advertisement for Bids.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Bidder Qualification Statement C-425 with supporting data, if required; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price – Mobilization and Demobilization	\$ 16,000.00
Lump Sum Bid Price – Vault Installation and Manhole Extensions	\$ 118,240.00
Lump Sum Bid Price – Installation of 24" Actuated Plug Valve	\$ 115,520.00
Lump Sum Bid Price -- Electrical	\$ 7,200.00

Total \$256,960.00

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before **April 4, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 15, 2025**.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	2/26/2025
2	3/3/2025
3	3/4/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

EJCDC C-410, Bid Form for Construction Contract.

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5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Fones Construction LLC

(typed or printed name of organization)

By:

 Member

(individual's signature)

Name:

Ken Fones

(typed or printed)

Title:

Owner

(typed or printed)

Date:

2/27/2025

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

120 W 16th St

Craig, CO 81625

Bidder's Contact:

Name:

Ken Fones

(typed or printed)

Title:

Owner

(typed or printed)

Phone:

970-761-0800

Email:

kenfones@gmail.com

Address:

120 W 16th Street Craig Co 81625

Bidder's Contractor License No.: (if applicable)

2652

SECTION 00 43 00

BID BOND (PENAL SUM FORM)

Bidder Name: Fones Construction, LLC Address (principal place of business): 120 West 16th Street Craig, CO 81625	Surety Name: Great Midwest Insurance Company Address (principal place of business): 800 Gessner, Suite 600 Houston, TX 77024
Owner Name: City of Craig Address (principal place of business): 300 West 4th Street Craig, CO 81625	Bid Project (name and location): Raw Water Control Vault Craig, Colorado Bid Due Date: March 5, 2025
Bond Penal Sum: Five Percent of Total Amount Bid (5%) Date of Bond: March 5, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Fones Construction, LLC (Full formal name of Bidder)	Surety Great Midwest Insurance Company (Full formal name of Surety) (corporate seal)
By: <u>Melinda Fones</u> (Signature)	By: <u>Nicole L. McCollam</u> (Signature) (Attach Power of Attorney)
Name: <u>Melinda Fones</u> (Printed or typed)	Name: <u>Nicole L. McCollam</u> (Printed or typed)
Title: <u>Member</u>	Title: <u>Attorney-in-Fact</u>
Attest: By: <u>Julie Nichols</u> (Signature)	Witness: Attest: By: <u>Kelly Martinez</u> (Signature)
Name: <u>Julie Nichols</u> (Printed or typed)	Name: <u>Kelly Martinez</u> (Printed or typed)
Title: <u>Administrative Specialist</u>	Title: <u>Surety Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1705 17th Street, Suite 100
Denver, CO 80202
(303) 534-4567

EJCDC C-430, Bid Bond (Penal Sum Form).

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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 will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs 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 will 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 does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will 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 the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must 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 Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will 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 will 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 governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Michael Lischer, Jr., Lindsey Minutillo, Jennifer L. Clampert, David Dondlinger, Nicole L. McCollam, Brandi J. Tetley, Amy Coonts, Ashlea McCaughey

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



GREAT MIDWEST INSURANCE COMPANY

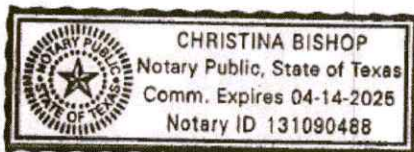
BY _____

Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 5th Day of March, 2025.



BY _____

Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Fones Construction LLC

is a

Limited Liability Company

formed or registered on 05/17/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191411651 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/03/2025 that have been posted, and by documents delivered to this office electronically through 03/04/2025 @ 17:34:49 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/04/2025 @ 17:34:49 in accordance with applicable law. This certificate is assigned Confirmation Number 17063334 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



PO BOX 1313 CRAIG, CO 81626 (970)629-2233

HASKINS2233@GMAIL.COM

Cover Letter

CITY OF CRAIG

RAW WATER CONTROL VAULT

Point of contacts: Jake Haskins 970-456-7720 jhaskins@xfieldservices.org

Jessie Scott 970-629-2233 jscott@xfieldservices.org

Mailing Address: PO Box 1313 Craig, CO 81626

Physical Address: 2450 W 3rd Street Craig, CO 81625

DUNS Number: 808824713

EIN Number: 20-3745684

SAM UEI: LTZ2FAS47LX3

Entity Making Submittal: Parent Company

Proposal is valid for 60 days

Established 10/2005

Bid Guarantee Attached

ORGANIZTIONAL / MANAGEMENT EXPERIENCE

X Field Services has expertise in multiple areas of work. We have equipment and personnel to provide new construction, trucking, excavation, demolition, recycling, and utility installation, repair, and removal. We have completed multiple projects involving concrete, asphalt, and piping. Other projects completed include work site grading, building, and re-building roads, parking lots, boat ramps, recreation sites and their appurtenances. We do water storage - controls and asset recovery through salvage and sale / reuse. X Field has successfully done many road maintenance jobs for the Bureau of Land Management. We engineered and blasted a completely new route from the top to the bottom of the Book Cliffs in Garfield County for Brush Mountain. X Field has knowledge in ditch maintenance, erosion and sediment control, and reseeding, as well as experience building reservoirs, cleaning, and maintaining ponds, hydro axing, and water line installation. We work in the renewable energy sector and comply with all environmental protection regulations. We are equipped to do a wide variety of jobs. We take great pride and strive for excellence in our work. X Field Services looks forward to doing business with you in the near future.

X Field Services Key Personnel / Project Team

- **Project Manager / Authorized Representative: Jake Haskins**

Jake has been in the construction field for over 20 years. He has held many positions through-out the years starting as an operator and is currently the owner/manager for X Field Services. Jake will be on site for this project making sure each day goes according to plans, and if needed to make revisions as appropriate. Jake is the one that will go over all the plans and meet with whomever is needed to make sure the correct equipment and personnel are working on the project.

- **Project Superintendent / Resident Superintendent: Pete Seewald**

Pete has over 25 years of diverse experience in operations/maintenance management and heavy equipment operator. He has operated various equipment. Held many functional roles from laborer / operator to construction planner to general construction foreman. Pete has supervised specific projects involving sewer and waterline installation, boring, developed water retaining systems for agriculture and city beautification projects, managed the construction of housing developments, building and roads.

X Field Services is in the application process for Women Owned.

Safety

- **Project Safety Manager: Herb Seeley**

Herb is our onsite safety manager, as well working alongside the foreman. He has been in the construction field for 45 years. Herb has installed water lines, safety excavation around all utilities. His past performance was in downtown Grand Junction, CO. He has over seen many crews, especially in the pipeline area and has run multiple kinds of equipment on job sites.

- Our company strives on the safety of our employees, work sites and equipment. We have many policies that we follow as a company as well as OSHA standard procedures. Please also refer to X Field Services CPARS scoring. X Field Services has not encountered any safety issues in the past years. Onsite safety manager will oversee all operations and ensure safe and quality product. Through best management practices associated with trench shoring and safety, personal protective equipment and employee training and experience. Reiterated with weekly safety meetings.

Technical Proposal

One call placement 10 day prior to excavation

Surface discharge of dewatering is planned if not acceptable cost adjustments maybe necessary

Begin by plugging inflow line and excavating to levels for dewatering and bell inspection of existing piping to verify new vault placement.

Finish excavating and removal of existing pipe section for vault placement and connection.

Place screened rock and vault placement tie-in new piping and valve.

Cast restraining collar and seal vault and place sections to grade.

Backfill excavate for conduits, core concrete and place conduits.

Excavate place and backfill other manhole extensions.

Cleanup demobilization.

* We submit this proposal with the following conditions.

Parts available in approximately 30 weeks around September, work would not commence until parts are onsite and water levels are low enough to be easily managed

No work will start prior to 1 week prior to having parts on site.

Suppliers

Core & Main

Winwater

Bower Brothers – Gravel

Equipment

1 large excavator

1 crane,

1 skid steer

miscellaneous gen sets,

pumps

coring equipment

shoring, etc.

Current Projects

• Fruitland Irrigation - Gould Canal – Upper Tunnel Bypass

Location: Delta County

Point of Contact: Craig Ullmann

Email: craigullmann@applegategroup.com

Capacity: Prime

Total Cost: \$817,668.00

Narrative: Excavate and construct bench along steep hillslope to facilitate pipe installation. Install approximately 1,900 feet of 42" HDPE DR 32.5 pipe to the lines and grades shown on drawings. Install concrete structures at both ends of the pipeline. Project dates January 2025- May 2025

Completion: 35%

• Town of Yampa Collection System Improvements Project

Location: Routt County

Point of Contact: Ben Beall

Email: ben@aquaworksdbo.com

Capacity: Prime

Total Cost: \$1,532,857.00

Narrative: Project includes 22,942 feet of cured in place pipelining replacement of 398 Feet of 8" Sewer main, and interior coating for 74 manholes.

Completion: 90%

• City of Steamboat Springs - Vertical Wells

Location: Routt County

Point of Contact: Chelsea Leger

Email: cleger@plummer.com

Capacity: Prime

Total Cost: \$5,317,460.00

Narrative: Project includes drilling, testing, and inspecting 4 new alluvial wells including casing, well pumps, well meter vaults, electrical panels, pit less adapters, vents, and concrete pads around wells. Wells will be connected with 4 inch and 6-inch pipe to convey water to an existing 12-inch waterline. The installation of the wells will require installation of new conduit and electrical and instrumentation conduits from the existing Yampa River Water Treatment Plant, directionally drilled under the Yampa River and trenched to the City's Infiltration Gallery C.

Completion: 80%

Past Performance & References

• Brush Mountain

Location: Garfield County

Point of Contact: Brian Bivvins 970-618-3974 & Mike Whitwell 830-317-8240

Capacity: Prime

Total Cost: \$490,000.00

Narrative: Supplied all labor and material to design and build a new road down the face of the book cliffs, including blasting utilizing 50,000 lbs of ANFO to complete, in extremely rugged terrain. Over 60,000 CY of rock mucking, and grade construction of approx. 2.4 miles.

• Shelton Ditch – Please see attached letter of recommendation

Location: Hayden, CO

Point of Contract: Vance Fulton

Email: vance.fulton@usda.gov

Capacity held: Prime.

Contract duration: Contract completed within performance period.

Total Cost of project: \$115,956.00

Narrative: Provide equipment and materials to install a new headgate located on the Yampa River, including concrete formwork for the footer and headwall.

• North Elk Creek Fish Barrier

Award Number: IFB1 2023*084

Location: Meeker, CO

Point of Contract: Eric Blake

Phone: 970-640-2807

Email: eric.blake@state.co.us

Capacity held: Prime.

contract duration: Contract completed within performance period.

Total Cost of project: \$544,360.00

Narrative: Constructing a fish barrier on North Elk Creek. The project included furnishing and placing precast concrete blocks, performing earthwork, and placing riprap.

- **Gibraltar Ditch Group**

Location: Hayden, CO

Point of Contract: Tyler Desiderio

Email: tylerD@applegategroup.com

Capacity held: Prime.

Contract duration: Contract completed within performance period.

Total Cost of project: \$312,093.00

Narrative: Provide materials and equipment to install new headgate, construct reinforced concrete diversion structure, furnish and install slide gate, handrails, and steel grating for headgate walkway.

- **Upper Yampa – Please see attached letter of Recommendation**

Name: Yamcolo Reservoir Drainage Improvements and Slope Rehabilitation

Location: Yampa, CO

Point of Contact: Andy Rossi

Phone: 970-871-1035

Total Cost of Project: \$79,250.00

Narrative: Roadway ditch and berm reclamation and construction. Erosion and sediment control. Vegetation with native seed. Site grading and filling. On the South and North Armored channels – grading, geotextile fabric and riprap.

- **Rio Blanco Dam Outlet Rehabilitation**

Award Number: C22DM5-8763

Location: Meeker CO

Point of Contract: Gene Potter

Phone: 303-291-7315

Email: gene.potter@state.co.us

Capacity held: Prime.

Contract duration: Contract completed within performance period.

Total Cost of project: \$303,905.70

Narrative: Furnish all labor and materials. CIPP liner of existing RCP outlet pipe, 24" slide gate replacement, outlet structure, back reconditioning and crest grading

- **Cow Creek Culverts**

Location: Steamboat Springs, CO

Point of Contact: Mike Mordi

Email: mmordi@co.routt.co.us

Capacity held: Prime

Contact duration: Contract completed within performance period

Total Cost of Project: North \$196,373.90 Middle \$172,798.77 South \$227,776.40

Narrative: Reconstruction of roadway, replacement of bottomless arch culverts, sub grade construction, erosion and sediment control, culvert removal, rip rap and other miscellaneous roadway improvements.

- **Additional References**

1. Aaron Club – 970-244-3186 aclubb@blm.gov
2. Blaine Vecchia -970-261-8346 bvecchia@blm.gov
3. Peter Russell – 970-240-5433 prussell@blm.gov
4. Eric Blake – 970-640-2807 eric.blake@state.co.us

SECTION 00 41 00 BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted, in electronic format or mailed to the Owner as set forth in the Advertisement for Bids.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Suppliers;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Bidder Qualification Statement C-425 with supporting data, if required; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
 - A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
 1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price – Mobilization and Demobilization	\$ 20,500.00
Lump Sum Bid Price – Vault Installation and Manhole Extensions	\$ 193,500.00
Lump Sum Bid Price – Installation of 24" Actuated Plug Valve	\$ 25,600.00
Lump Sum Bid Price -- Electrical	\$ 15,000.00

*We submit this proposal with the following conditions;

Parts available in approximately 30 weeks around September, work would not commence until parts are onsite and water levels are low enough to be easily managed

No work will start prior to 1 week prior to having parts on site.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before **April 4, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **April 15, 2025**.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *Bid Acceptance Period*
- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	02/26/2025
2	03/03/2025
3	03/04/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 *Bidder's Representations*
- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

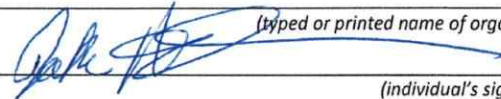
A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.


BIDDER hereby submits this Bid as set forth above:

Bidder:

X Field Services, LLC

By:  (typed or printed name of organization)
(individual's signature)
Name: Jake Haskins
(typed or printed)
Title: Managing Member
(typed or printed)
Date: 03/05/2025
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:  (individual's signature)
Name: Jessie Scott
(typed or printed)
Title: Administrative Manager
(typed or printed)
Date: 03/05/2025
(typed or printed)


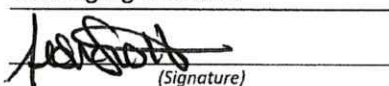
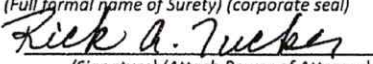
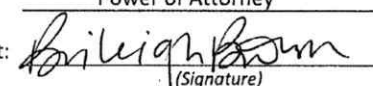
Address for giving notices:
PO Box 1313 Craig, CO 81626

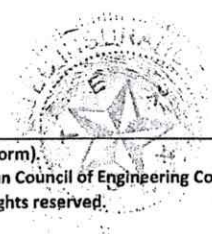
Bidder's Contact:

Name: Jake Haskins
(typed or printed)
Title: Managing Member
(typed or printed)
Phone: 970-629-2233 or 970-456-7720
Email: jhaskins@xfieldservices.org
Address: PO Box 1313 (2450 W 3rd Street) Craig CO 81626

Bidder's Contractor License No.: (if applicable) SC-252

SECTION 00 43 00
BID BOND (PENAL SUM FORM)

Bidder Name: X Field Services LLC Address (principal place of business): 2450 W 3rd St Craig, CO 81625	Surety Name: SureTec Insurance Company Address (principal place of business): 2103 CityWest Boulevard Suite 1300 Houston, TX 77042
Owner Name: City of Craig Address (principal place of business): 300 W. 4th Street Craig, CO 81625	Bid Project (name and location): Raw Water Control Vault Bid Due Date: March 5, 2025
Bond Penal Sum: Two Hundred Fifty-Three Thousand One Hundred Dollars; \$253,100 Date of Bond: February 28th, 2025 Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder X Field Services LLC <small>(Full formal name of Bidder)</small> By:  <small>(Signature)</small> Name: Jake Haskins <small>(Printed or typed)</small> Title: Managing Member Attest:  <small>(Signature)</small> Name: Jessie Scott <small>(Printed or typed)</small> Title: Administrative Manager	Surety SureTec Insurance Company <small>(Full formal name of Surety) (corporate seal)</small> By:  <small>(Signature) (Attach Power of Attorney)</small> Name: Rick A. Tucker <small>(Printed or typed)</small> Title: Power of Attorney Attest:  <small>(Signature)</small> Name: Brileigh Brown <small>(Printed or typed)</small> Title: Account Manager
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Rick A. Tucker

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Five Million and 00/100 Dollars (\$25,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

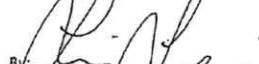
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



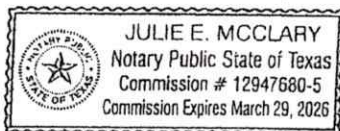
Markel Insurance Company

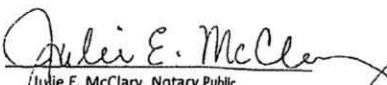
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 27th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

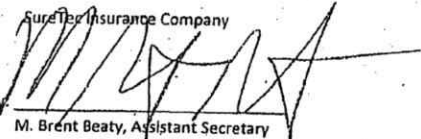


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

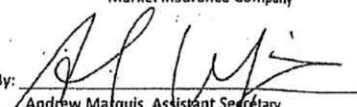
IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 5 day of March, 2025.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary



Markel Insurance Company

By: 
Andrew Malquis, Assistant Secretary

ADDENDUM ORDER

ORDER NO. 1
DATE: 02/26/25
BID DATE: 03/05/25

NAME OF PROJECT: Raw Water Control Vault

OWNER: City of Craig

ENGINEER: SGM, Inc.

The following changes are hereby made to the **CONTRACT DOCUMENTS**:

Clarifications

1. Sign-in sheet from the mandatory pre-bid meeting is attached.
2. Bid Set plans are attached.
3. Is 48 hrs of downtime allowed instead of 24 hrs?
 - i. Yes, with sufficient advanced coordination with the City, up to and not more than 48 hrs of downtime on the WTP Raw Water Line can be allowed.
4. Can the Raw Water Line be completely isolated with the existing valving?
 - i. No, there are 4 valves upstream of the vault location, and with all valves completely closed the City estimates there is still a leakage rate of 200-400 gpm. In addition to closing the valves, the influent headgate can be closed, and the upstream line can be plugged with a 36" plug.
5. Will the project require a licensed electrician?
 - i. No, the City will procure all electrical materials and Link Seal as well as run the conduit. It will be the contractor's responsibility to trench, provide cores, and install a Unistrut stand for control & power box enclosures. The Engineer will provide the Contractor with a detail for the Unistrut stand based on the dimensions of the new NEMA enclosures.
6. When are questions due by?
 - i. All questions are due by 2/28/2025.
7. Is there Geotech information available for this project area?
 - i. No.
8. Can spoils be disposed of onsite?
 - i. Yes, project spoils can be disposed of onsite. Contractor shall coordinate location of spoils pile with City staff.
9. Can project staging occur onsite?
 - i. Yes, project staging can occur onsite anywhere that does not interfere with WTP operations or inconvenience staff. Contractor shall coordinate location of staging with City staff.
10. Due to the limited timeline, is working on Saturdays and Sundays allowed?
 - i. Yes, weekend working days are allowed. The Contractor shall coordinate all weekend workdays with the City. Working hours to be 7 am – 7 pm for all days.
11. Does the disturbed asphalt need to be replaced?
 - i. No.
12. What is the light tower caisson depth?

- i. The light tower caisson depth is currently unknown. The light tower shall be protected by Contractor.
- 13. Are the existing 36" RCP section 4'L, 8'L, or...?
 - i. Section lengths are currently unknown. Contractor to verify location of bells in field. Per General Note 3 on Sheet G3, Contractor shall notify Engineer in the event that proposed vault location conflicts with bells. Contractor shall not relocate without approval from Engineer and City.
- 14. If a 36" plug is used in one of the upstream manholes to stop inflow, do any measures need to be taken for the water that will back up to the division structure?
 - i. No.
- 15. Can the construction schedule be modified if material lead times exceed the specified May 1st Substantial Completion Date, given ?
 - i. At this point in time, the Substantial Completion Date will remain as May 1st, due the plant's issues in operating during the Yampa River's high water period. Historically, the high water period starts late April to late May. Flooding of the access road to the influent manholes will occur during the high water period.
 - ii. If any construction critical to valve/vault installation, is hindered by material delivery dates with procurement within 48 hrs of contract execution, so that work can not be completed prior to the highwater period, immediate coordination with the Engineer and City is required.
- 16. What waterproofing is necessary?
 - i. At minimum the Contractor is to provide double ram neck. The City and Engineer are discussing potential for additional external waterproofing around manhole joints. Further clarification to be provided in Addendum #2.

ADDENDUM #1 ACKNOWLEDGED BY:

Jake Haskins
Name

02/26/2025
Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:
Pre-Bid Attendees List
Bid Set Plans

ADDENDUM ORDER

ORDER NO.	2
DATE:	03/03/25
BID DATE:	03/05/25

NAME OF PROJECT: Raw Water Control Vault

OWNER: City of Craig

ENGINEER: SGM, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Clarifications

1. What are the substantial and final completion dates?
 - i. The substantial and final completion date is May 1st, but the river high-water period is the constraining factor for construction. Historically, the river level rises to a point that will impact this construction in mid April.
 - ii. Material delivery is critical to project schedule. Any known issues must be coordinated with Owner and Engineer prior to contract award.
2. Would a cast-in-place manhole instead of a pre-cast manhole be accepted?
 - i. Project schedule is the driving factor. A pre-cast manhole is preferred but a cast-in-place manhole can be employed to meet schedule. Engineer will support cast-in-place option if necessary.
3. Will the GA Industries Figure B517RF Class 125 Flanged Eccentric Plug Valve be accepted as an approved equal for the specified Dezurik PEC Plug Valve?
 - i. Yes
4. Based on the Engineer's opinion, what actuator brands are known to provide actuators of quality equal to the specified Rotork actuator?
 - i. AUMA and Bray
 - ii. The Contractor must provide specifications for specific models in order for the Engineer to approve the actuator as equal, but only actuators from Rotork, AUMA and Bray will be evaluated due to the basis of equivalent quality.
5. Is the available power supply for the actuator single phase of 3 phase?
 - i. 120V, single phase
6. Will AWWA C-542 standards for electronic actuators apply to this project?
 - i. Yes. This may result in a variance in the specified model number referenced in the project documents, but actuator must meet the required 1.5x operating torque. This is a gravity flow application with max 7 psi working pressure.
7. Is the actuator required to be modulating by position or by flow with a downstream flow monitor?
 - i. The actuator will be modulate based on downstream tank level.
8. What type of communication protocol for the actuator is required, digital (Modbus) or analog (4-20mA)?
 - i. Analog (4-20mA)
9. What waterproofing is necessary?

- i. An external waterproofing is required, as specified in the manhole detail. In addition, a double ram neck is required, and all pipe penetrations are to be sealed with hydrophilic non-shrink grout.

ADDENDUM #2 ACKNOWLEDGED BY:

Jake Haskins
Name

03/04/2025
Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:
N/A

ADDENDUM ORDER

ORDER NO. 3
DATE: 03/04/25
BID DATE: 03/05/25

NAME OF PROJECT: Raw Water Control Vault

OWNER: City of Craig

ENGINEER: SGM, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Project Documents

1. Valve actuator may be supplied as 460V, 3 phase with integral reversing contactors.
2. Specification section 01 20 00, 1.10 D, modify the following subsections as follows:
 1. Description
 - a. This item is for excavation and backfill of trench from building to vault for electrical conduit, coring building wall into electrical room, and restoring any disturbed concrete walkways.
 2. Specific inclusions, exclusions or special considerations.
 - a. All labor, material and equipment required for trenching and wall core.
 - b. The City will supply electrical conduits, conductors, junction boxes and system connections.
 - c. Valve integration will be completed by the City.

ADDENDUM #2 ACKNOWLEDGED BY:

Jake Haskins
Name

03/04/2025
Date

PREPARED BY:

Elle Coe, E.I.
SGM

List of Attachments:
N/A

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

X FIELD SERVICES LLC

is a

Limited Liability Company

formed or registered on 10/28/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051401687 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/28/2025 that have been posted, and by documents delivered to this office electronically through 03/04/2025 @ 14:15:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/04/2025 @ 14:15:29 in accordance with applicable law. This certificate is assigned Confirmation Number 17062164 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."