

Date: April 10th, 2025

To: City Council and Administration

From: Carl R. Ray, Water and Wastewater Director

Re: Award Recommendation for 2025 Marianna Way – Circle Drive Water Line Replacement

The project will remove 13 residences from a portion of a closed system which the City has responsibility for by creating a new connection to a city water main and installing approximately 850 feet of 8" C900 Polyvinyl chloride (PVC) waterline water main and 1,300 feet of 1 1/4-inch HDPE service lines to reconnect those residences directly to the city water system. The existing portion of waterline which the city took responsibility for will be disconnected from the 13 service lines to retain the closed loop in the private system which the City is disconnecting from. The project includes repairing asphalt above the 6-foot-wide trench and installing 2 new fire hydrants along the 850 feet of main line.

We applied for and received a Department of Local Affairs (DOLA) Energy Impact and Mineral Assistance (EIAF) grant. The estimated and budgeted project cost is \$739,860.00 with DOLA contributing 50% or \$360,930.00.

An advertisement for bids was published started on March 19<sup>th</sup>, 2025. We conducted a mandatory prebid meeting was held on April 1st, 2025 to answer questions and perform a site visit. Questions and concerns were addressed in addenda 1-3. The bid items were broken up into the six items (see bid tab). Bids were opened at 2:00pm on April 9<sup>th</sup>, 2025. Four bids were received from CRC, Inc., Duran and Pearce Contractors, Anson Excavating & Pipe, and Fones Construction.

The bids were reviewed and recommendation made by SGM for CRC, Inc. with the total of all bid items in the amount of \$463,300.00. Our recommendation is in agreement with SGM's recommendation.

Marianna Way & Circle Drive Water Line Replacement - Bid Tab								
Company	Mobilization/ Demobilization	Abandon Ex 8" Water Line	8" Water Line	Service Connections & Ex. Abandonments	Service Line	Fire Hydrant Assembly & Ex. Hydrant Abandonment	Potholes	Total Cost
CRC Inc	\$70,000.00	\$10,000.00	\$227,850.00	\$28,000.00	\$93,750.00	\$24,100.00	\$9,600.00	\$463,300.00
Duran & Pearce Contractors	\$95,000.00	\$9,000.00	\$492,200.00	\$81,340.00	\$65,250.00	\$30,980.00	\$20,000.00	\$793,770.00
Anson Excavating & Pipe	\$32,000.00	\$6,800.00	\$374,790.00	\$94,500.00	\$22,500.00	\$32,000.00	\$6,000.00	\$568,590.00
Fones Construction	\$56,700.00	\$11,000.00	\$226,920.00	\$137,200.00	\$74,250.00	\$44,000.00	\$12,000.00	\$562,070.00



April 10, 2025

Carl Ray Water & Wastewater Director City of Craig 300 W 4<sup>th</sup> Street Craig, CO 81625

## RE: Bid Award Recommendation – Marianna Way & Circle Drive Water Line Replacement

Dear Carl,

The City of Craig received four bids on April 9, 2025, in response to an Advertisement for Bid for the replacement of an existing water line along Marianna Way and construction of a consecutive water line along Circle Drive, complete with in-residence service reconnections, fire hydrants, system tie-in, and asphalt repair. The four bidders were CRC Inc., Duran & Pearce Contractors, Anson Excavating & Pipe, and Fones Construction. All bids provided the required documents as specified in Section 00 21 13 Instructions to Bidders, and all bidders attended the mandatory pre-bid meeting on April 1st, 2025.

A Bid Tabulation is provided in Table 1 below. CRC Inc. submitted the lowest bid for the project. As CRC inc. has not previously performed work for the City, references were requested and reviewed. The references provided were relevant to the scope of this project, and the feedback received from prior clients was positive, specifically emphasizing CRC's ability to problem solve and complete project's on schedule. References also noted that change orders were reasonable and limited to obvious additions made by the Client during construction. A summary of these references is presented in Figure 1.

	Mobilization/ Demobilization	Abandon Ex 8" Water Line	8" Water Line	Service Connections & Ex.	Service Line	Fire Hydrant Assembly & Ex. Hydrant	Potholes	Total Cost
Company	Demonstration	Trator Line		Abandonments	200	Abandonment		
CRC Inc	\$70,000.00	\$10,000.00	\$227,850.00	\$28,000.00	\$93,750.00	\$24,100.00	\$9,600.00	\$463,300.00
Duran & Pearce Contractors	\$95,000.00	\$9,000.00	\$492,200.00	\$81,340.00	\$65,250.00	\$30,980.00	\$20,000.00	\$793,770.00
Anson Excavating & Pipe	\$32,000.00	\$6,800.00	\$374,790.00	\$94,500.00	\$22,500.00	\$32,000.00	\$6,000.00	\$568,590.00
Fones Construction	\$56,700.00	\$11,000.00	\$226,920.00	\$137,200.00	\$74,250.00	\$44,000.00	\$12,000.00	\$562,070.00

Table 1 Bid Tabu	lation
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### -Town Of Hayden Repair (December 2024)

- Repair emergency water main break
- Value: \$18,000.00
- Bryan Richards bryan.richards@haydencolorado.org

### -Division of Wildlife Yampa State Park (2024)

- Excavate and replace pvc line
- Poly Fusion
- Reset pumps and well heads
- Pressure and Bacteria test
- Tyler Jacox tyler.jacox@state.co.us 970-846-2100
- Value \$55,000.00

### -Northwest Regional Business Park (2024)

- 60,000 yards of excavation
- 2800' of 8" sewer line
- 3200' of 12" waterline
- 4000 tons of asphalt paving
- 10500 tons of aggregate processing and placement
- Value \$2,800,000.00
- Bryan Richards
  - bryan.richards@haydencolorado.org

### Figure 1 CRC References

Based on our evaluation of the submitted bids and the references for CRC Inc., it is our recommendation that the contract for the Marianna Way & Circle Drive Water Line Replacement project be awarded to CRC Inc. The Notice of Award is attached hereto to complete award.

If you have any questions or we can be of any further service, please contact me directly.

Respectfully, **SGM** 

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Elle Coe, E.I. Project Engineer

## 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 Subcontractors, if required;
  - C. List of Proposed Suppliers, if required;
  - 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;
  - E. 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;
  - F. Bidder Qualification StatementC-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)

Mobilization & Demobilization	\$	70,000.00	
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#### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices (see Section 01 22 00 – Unit Prices, if included in the Project Manual, for additional detail on unit price bid items) :

Page 1 of 5

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 8" Water Line	LF	2	\$ 5,000.00	\$ 10,000.00
3	8" Water Line	LF	930	\$ 245.00	\$ 227,850.00
4	Service Connections and Ex. Abandonments	EA	14	\$ 2,000.00	28,000.00
5	Service Line	LF	750	\$ 125.00	\$ 93,750.00
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$ 12,050.00	\$ 24,100.00
7	Potholes	EA	8	\$ 1,200.00	\$ 9,600.00
Total o	Total of All Unit Price Bid Items				

- B. Bidder acknowledges that:
  - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- 3.03 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	1 4	460 000 00
LIOLALDIG PRICE LIOTALOT ALL LIMONNUM AND LINIT PRICE BIRG	IC	463,300.00
the end the the the the stand ball and black field blast	1.5	-100,000.00

### ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before **October 1, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 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 <u>60 days</u> 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	
Addendum # 1	4/7/25	
Addendum #2	4/7/25	
Addendum # 3	4/8/25	

EJCDC C-410, Bid Form for Construction Contract.

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### 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.
    - 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.
    - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
    - 6. 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.
    - 7. 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.
    - 8. 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.
    - 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.
    - 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. 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.
  - 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:	CRC, Inc
By:	(typed or printed name of organization)
Name:	(individual's signature) Michael Call Camblin
Title:	President (typed or printed)
	(typed or printed)
Date:	4/9/25
	(typed or printed)
If Bidder is Attest:	a comporation, a partnership, or a joint venture, attach evidence of authority to sign.
	(individual's signature)
c	EJCDC C-410, Bid Form for Construction Contract. opyright <sup>©</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved. Page 4 of 5

Name:	Gladis Alcantar		
		(typed or printed)	
Title:	Secertary		
	10/05	(typed or printed)	
Date:	4/9/25		
		(typed or printed)	
Address for	giving notices: call@crconstructioninc.com		
<u> </u>	P.O. Box 322 Hayden, CO 81	639	
Bidder's Con	itact:		
Name:	Michael Call Camblin		
		(typed or printed)	
Title:	President		
		(typed or printed)	
Phone:	970-756-5305		
Email:	call@crconstructioninc.com	۰ ۱	
Address:			
	150 N 2nd Street		
	P.O. Box 322		
	Hayden, CO 81639		
Bidder's Con	tractor License No.: (if applicable)		- 1.5.1

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## SECTION 00 43 00 BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: CRC, Inc	Name: Merchants National Bonding Company, Inc
Address (principal place of business): CRC, Inc PO Box 322 Hayden, CO 81639	Address (principal place of business): Merchants National Bonding, Inc. 6700 Westown Parkway West Des Moines, IA 50266
Owner	Bid
Name: City of Craig	Project (name and location):
Address (principal place of business): 300 W. 4th Street Craig, CO 81625	Marianna Way & Circle Drive Water Line Replacement
	Bid Due Date: April 9th,2025
Bond	
Penal Sum: Five Percent of Bid Amount	
Date of Bond: April 8, 2025	
Surety and Bidder, intending to be legally bound h do each cause this Bid Bond to be duly executed b	ereby, subject to the terms set forth in this Bid Bond, y an authorized officer, agent, or representative.
Bidder	Surety
CRC, Inc	Merchants National Bonding Company, Inc
(Full formal name of Bidder) By:(Signature)	(Full formal name of Surety) (corporate seal) By: (Signature) (Attach Power of Attorner (Signature)
Name: Michael Camblin	Name: Darren Coltrinari
(Printed or typed) Title: President	(Printed or typed) 7 6 Title: Attorney-in-fact
Attest: Call Camblin (Signature)	Attest: Jerrenhande
Name: Michael Call Camblin	Name: Jerry Hamilton
(Printed or typed) Title: President	(Printed or typed) Title: Agent
	red notice. (2) Provide execution by any additional parties, such as

Page 1 of 2

- 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.



Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Burton J Hamilton; Darren Coltrinari; Diane L Kane; James D Hamilton; Kathryne Sweet

their true and lawful Attorney(s)-In-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation and/or its assignee, shall not relieve this surely company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation. In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of January , 2025





President

STATE OF IOWA COUNTY OF DALLAS ss.

On this 27th day of January 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of

,2025 .



Italesin

April

Secretary

### FIRST AMENDMENT TO

### ARTICLES OF INCORPORATION

OF

### CRC, INC.

This First Amendment to the Articles of Incorporation of CRC, Inc., a Colorado corporation (the "Company"), is hereby effective as of the 2<sup>nd</sup> day of January 2025, by and between the Shareholders of the Company. The Shareholders hereby agree to amend the following sections of the Articles of Incorporation to read as follows:

FOURTH: The number of directors of the corporation shall be fixed by the bylaws, or if the bylaws fail to fix such a number, then by resolution adopted from time to time by the board of directors, provided that the number of directors shall not be less than one director. One director shall constitute the board of directors upon filing of these Articles of Incorporation. The following person is elected to serve as the corporation's director until the next annual meeting of shareholders or until a successor is duly elected and qualified:

Name

Address

Michael Camblin

PO Box 1117 Craig, CO 81626

FIFTH: The street address of the registered office of the corporation is 150 N. 2<sup>nd</sup> Street, Hayden, Colorado, 81639. The name of the registered agent of the corporation at such address is Michael Camblin.

All other provisions of the Articles of Incorporation of the Company not otherwise amended herein shall remain in full force and effect.

[Signature Page to Follow]

DATED this Inday of January \_\_\_\_\_, 20<u>,25</u>.

Ryan Domson, Shareholder/Director

Michael Camblin, Shareholder/Director

STATE OF COLORADO )

) ss.

COUNTY OF ROUTT )

Subscribed and sworn to before me this 2nd day of <u>MNUVU</u>, 2025, by Ryan Domson and Michael Camblin.

Witness my hand and official seal. DINDECK



Notary Public

### CONSENT OF REGISTERED AGENT

Michael Camblin hereby consents to the appointment as registered agent for CRC, Inc.

4 Con

Michael Camblin



Call Camblin

 $150 \ N \ 2^{nd} \ ST$ 

Hayden,CO 81639

To whom it may concern,

If project is awarded to CRC, Inc we will obtain any license to complete the Marianna Way-Circle Drive water line prior to Effective Date Of Contract.

Sincerely,

Call Camblin

### ADDENDUM ORDER

ORDER NO.	1
DATE:	04/07/25
BID DATE:	04/09/25

NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement
OWNER:	City of Craig
ENGINEER:	SGM, Inc.

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

### **Clarifications**

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- 1. Sign-in sheet from the mandatory pre-bid meeting is attached.
- 2. Pre-bid meeting agenda is attached.
- 3. Are the services to be copper or HDPE?
  - i. Services may be 1" copper or 1 1/4" HDPE, in accordance with the City Public Works Manual.
- Will the City notify homeowners about project's intent to set new interior equipment, and responsibility of homeowner to insulate/protect above grade service line?
   i. Yes.
- 5. Do all existing services have curb and corp stops?
- i. No, some do, some do not, and some are not functioning.
- 6. Will affected valley pans and curbs be required to be repaired to the details shown in the project documents?
  - i. No, valley pans and curbs should be repaired to match existing.
- 7. What t-patch size is permitted?
  - i. A 12" wide x 2" depth rotomill will be accepted by DOLA.
- 8. Can the park on Mack Lane be used for construction staging?
  - i. Most likely, City water and wastewater staff to clear use with City parks and recreation staff.
  - ii. Water distribution shop is also available for staging.
- 9. Is significant groundwater expected onsite?
  - i. No, but contractor should be prepared for groundwater onsite.
- 10. Will service meters be provided by the City?
  - i. No, contractor is required to provide all service meters and associated appurtenances. See project details for meter specification.
- 11. Will new services require meter vaults?
  - i. No, meter vaults are not permitted. Services will extend underneath the residences with new meter inside the residence. Insulation of above grade service line will be the responsibility of the homeowner. Additionally, during service abandonments all yard hydrants connected before meters are to be abandoned.

### **Bid Document Revisions**

- 1. Marianna Way & Circle Drive Bid Set Reissued to display connection and consecutive water line revisions.
- 2. 00 41 00 Bid Form Reissued to conform with plan revisions and add bid line items.

3. **01 20 00 Price and Payment Procedures** Reissued to conform with plan revisions and add bid line items.

ADDENDUM #1 ACKNOWLEDGED BY:

Call Camblin

Name

4/9/25

Date

PREPARED BY:

Elle Coe, E.I. SGM

List of Attachments: Pre-Bid Attendees List Pre-Bid Agenda Revised Marianna Way & Circle Drive Bid Set Revised Bid Form Revised Price and Payment Procedures

CoC\_MW&CD-Add1

### ADDENDUM ORDER

ORDER NO.	2	
DATE:	04/07/25	
BID DATE:	04/09/25	

NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement
OWNER:	City of Craig
ENGINEER:	SGM, Inc.

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

### **Bid Document Revisions**

- 1. 01 20 00 Price and Payment Procedures 1.10B to be replaced with the following:
- B. Bid Item #2 Abandon Ex. 8" Water Line
  - 1. Description
    - a. This line item is for the abandonment of the existing 8" HDPE water line along Marianna Way by cutting, capping, and installing a concrete plug at each end of the Marianna water line.
  - 2. Specific inclusions or special considerations
    - Includes all overhead, labor, materials, equipment, and other associated costs for abandonment of the existing water line as shown in project documents.
    - b. Includes dewatering, restoration and T-top asphalt replacement of affected areas.
  - 3. Payment Basis
    - a. Each
  - 4. Estimated Quantity
    - a. Per Bid Schedule, indicates number of pipe ends to be abandoned

2. 00 41 00 Bid Form 3.02A to be replaced with the following to reflect bid item revisions shown above.

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 8" Water Line	EA	2	\$	\$
3	8" Water Line	LF	930	\$	\$
4	Service Connections and Ex. Abandonments	EA	14	\$	
5	Service Line	LF	750	\$	\$
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$	\$
7	Potholes	EA	8	\$	\$
Total o	f All Unit Price Bid Items		•		\$

### ADDENDUM #2 ACKNOWLEDGED BY:

Call Camblin

4/9/25

Date

Name

PREPARED BY:

Elle Coe, E.I. SGM

*List of Attachments: N*/*A* 

CoC\_MW&CD-Add2

### ADDENDUM ORDER

ORDER NO.	3
DATE:	04/08/25
BID DATE:	04/09/25

NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement
OWNER:	City of Craig
ENGINEER:	SGM, Inc.

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

### **Clarifications**

- 1. What water meters and modules will be accepted?
  - a. All new water meters shall be Senus SR II.
  - b. All new modules shall be Senus SmartPoint 510M Non-Pit Set Module. Options shall be as follows:
    - i. Single Port Availability
    - ii. Wired Only
  - c. Alternative meters and modules will not be accepted.

**Bid Document Revisions** 

N/A

### ADDENDUM #3 ACKNOWLEDGED BY:

Call Camblin

4/9/25

Name

Date

PREPARED BY:

Elle Coe, E.I. SGM

*List of Attachments: N/A* 

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### "HELD TO A HIGHER STANDARD"

April 9th, 2025

City of Craig 300 W. 4<sup>th</sup> St Craig, Co 81625

### RE: City of Craig – Marianna Way & Circle Drive Water Line Replacement

To Whom it May Concern:

Thank you for giving Duran & Pearce Contractors, Inc. the opportunity to submit a proposal for the City of Craig Marianna Way & Circle Drive Water Line Project. This proposal is based on the information gathered from the Mandatory Pre-Bid meeting that Duran & Pearce Contractors attended as well as the Specifications and Construction Documents provided by the City of Craig and SGM

Duran & Pearce Contractors Inc. has been performing heavy civil work in Northwest Colorado since 1986. Duran & Pearce Contractors is a family owned, local contractor that has been fortunate to be in business for 37 years in Craig. For those 37 years, we have been an active and strong community partner and we look forward in continuing that for the many decades to come. Along with

Duran & Pearce Contractors has an Experience Modification Rate of 0.93. Safety is the top priority for us, and our EMR proves that. We take great pride in not only our work but as well as the great relationships we have made with past clients and owners. We look forward in working with the City of Craig and continuing the relationship we have today.

Duran & Pearce Contractors is willing to discuss all aspects of this project in more detail if we are the successful bidder. Proposed subcontractors / suppliers to be used on this project are as follows:

United Companies – Asphalt Contractor Licensed Plumber – Advanced Plumbing As-builts / Survey – Epp & Associates Material & Supplies – Core & Main & Winwater

Thank you,

Derek Duran President

P.O. BOX 1331 - CRAIG, CO

**DURAN & PEARCE CONTRACTORS** 

970.824.4014

### 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 Subcontractors, if required;
  - C. List of Proposed Suppliers, if required;
  - D. 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;
  - E. 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;
  - F. Bidder Qualification StatementC-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)

Mobilization & Demobilization	\$ 99	5,000	
			_

- 3.02 Unit Price Bids
  - A. Bidder will perform the following Work at the indicated unit prices (see Section 01 22 00 Unit Prices, if included in the Project Manual, for additional detail on unit price bid items) :

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Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Demolish Ex. 8" Water Line	JE GA	4022	\$ 4500-	\$ 9000-
3	8" Water Line	LF	930	\$ 529.25	\$ 492200
4	Service Connections and Ex. Abandonments	EA	14	\$ 5810.7	81,340-
5	Service Line	LF	750	\$ 87,-	\$65,250-
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$ 15,490	\$ 30980
7	Potholes	EA	8	\$ 2500-	\$20,000-
Total o	f All Unit Price Bid Items				\$698,770

- B. Bidder acknowledges that:
  - each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum and Unit Prices)

I lotal Bid Price (Total of all Lump Sum and Onic Frice Bids)	Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$	7	93	. 770	4
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### ARTICLE 4-TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete on or before October 1, 2025, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 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 <u>60 days</u> 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
<u>#</u> 1	4-7-25
# 2	4-7-25
# 3	49-25

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Page 2 of 5

### 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.
    - 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.
    - Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
    - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
    - 6. 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.
    - 7. 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.
    - 8. 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.
    - 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.
    - 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. 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.
  - 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:	DUBAN + PEARCE CONTRACTORS INC
	(typed or printed name of organization)
D	
By:	(individual's signature)
Name:	DEREK DURAN
	(typed or printed)
Title:	PRESIDENT
	(typed or printed)
Date:	4-9-2025
	(typed or printed)
If Bidder is	a corporation, a partnership, or <u>pioint</u> venture, attach evidence of authority to sign.
Attest:	
	(individual's signature)
	EJCDC C-410, Bid Form for Construction Contract. opyright <sup>©</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies,
L.	and American Society of Civil Engineers. All rights reserved.
	Page 4 of 5
	1602 <del>7</del> 04 (1690) 0

Name:			
-		(typed or printed)	
Title:			
3 (**** 5×5×		(typed or printed)	
Date:			
		(typed or printed)	
Address fo	or giving notices:		
	242 - 1950		
Bidder's C	ontact:		
Name:	DEREK DURSN	(typed or printed)	
Title	PRESIDENT	(typed of princed)	
Title:	PRESIDENT	(typed or printed)	
Dhanas	0- 1- 0-10	Ryped of princes	
Phone:	970 629 8360		
Email:			
Address:			
	504 Stock De	P3 Box 1331	
-	CRAIG CO BUGZ	5 CPAIG CO SUBZE	
Bidder's C	ontractor License No.: (if applicable	B-2548	

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### ADDENDUM ORDER

1	
04/07/25	
04/09/25	
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NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement	
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. Pre-bid meeting agenda is attached.
- 3. Are the services to be copper or HDPE?
  - i. Services may be 1" copper or 1 1/4" HDPE, in accordance with the City Public Works Manual.
- Will the City notify homeowners about project's intent to set new interior equipment, and responsibility of homeowner to insulate/protect above grade service line?
   Yes.
- 5. Do all existing services have curb and corp stops?
  - i. No, some do, some do not, and some are not functioning.
- 6. Will affected valley pans and curbs be required to be repaired to the details shown in the project documents?
  - i. No, valley pans and curbs should be repaired to match existing.
- 7. What t-patch size is permitted?
  - i. A 12" wide x 2" depth rotomill will be accepted by DOLA.
- 8. Can the park on Mack Lane be used for construction staging?
  - Most likely, City water and wastewater staff to clear use with City parks and recreation staff.
  - ii. Water distribution shop is also available for staging.
- 9. Is significant groundwater expected onsite?
  - i. No, but contractor should be prepared for groundwater onsite.
- 10. Will service meters be provided by the City?
  - i. No, contractor is required to provide all service meters and associated appurtenances. See project details for meter specification.
- 11. Will new services require meter vaults?
  - i. No, meter vaults are not permitted. Services will extend underneath the residences with new meter inside the residence. Insulation of above grade service line will be the responsibility of the homeowner. Additionally, during service abandonments all yard hydrants connected before meters are to be abandoned.

### **Bid Document Revisions**

- 1. Marianna Way & Circle Drive Bid Set Reissued to display connection and consecutive water line revisions.
- 2. 00 41 00 Bid Form Reissued to conform with plan revisions and add bid line items.

CoC\_MW&CD-Add1

3. 01 20 00 Price and Payment Procedures Reissued to conform with plan revisions and add bid line items.

ADDENDUM #1 ACKNOWLEDGED BY:

DEREK DURAN Name

4/7/25 Date

PREPARED BY:

Elle Coe, E.I. SGM

List of Attachments: Pre-Bid Attendees List Pre-Bid Agenda Revised Marianna Way & Circle Drive Bid Set Revised Bid Form Revised Price and Payment Procedures

CoC\_MW&CD-Add1

### ADDENDUM ORDER

ORDER NO.	2	
DATE:	04/07/25	
BID DATE:	04/09/25	

NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement	
OWNER:	City of Craig	
ENGINEER:	SGM, Inc.	

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

### **Bid Document Revisions**

-

- 1. 01 20 00 Price and Payment Procedures 1.10B to be replaced with the following:
- B. Bid Item #2 Abandon Ex. 8" Water Line
  - 1. Description
    - a. This line item is for the abandonment of the existing 8" HDPE water line along Marianna Way by cutting, capping, and installing a concrete plug at each end of the Marianna water line.
  - 2. Specific inclusions or special considerations
    - a. Includes all overhead, labor, materials, equipment, and other associated costs for abandonment of the existing water line as shown in project documents.
    - b. Includes dewatering, restoration and T-top asphalt replacement of affected areas.
  - 3. Payment Basis
    - a. Each
  - 4. Estimated Quantity
    - a. Per Bid Schedule, indicates number of pipe ends to be abandoned

2. 00 41 00 Bid Form 3.02A to be replaced with the following to reflect bid item revisions shown above.

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 8" Water Line	EA	2	\$	\$
3	8" Water Line	LF	930	\$	\$
4	Service Connections and Ex. Abandonments	EA	14	\$	
5	Service Line	LF	750	\$	\$
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$	\$
7	Potholes	EA	8	\$	\$
Total o	f All Unit Price Bid Items				\$

### ADDENDUM #2 ACKNOWLEDGED BY:

Name

4/7/25 Date

PREPARED BY:

Elle Coe, E.I. SGM

List of Attachments: N/A

CoC\_MW&CD-Add2
### ADDENDUM ORDER

 
 ORDER NO.
 3

 DATE:
 04/08/25

 BID DATE:
 04/09/25
 3

NAME OF PROJECT:	Marianna Way & Circle Drive Water Line Replacement		
OWNER:	City of Craig		
ENGINEER:	SGM, Inc.		

The following changes are hereby made to the CONTRACT DOCUMENTS:

### Clarifications

- 1. What water meters and modules will be accepted?
  - a. All new water meters shall be Senus SR II.
  - b. All new modules shall be Senus SmartPoint 510M Non-Pit Set Module. Options shall be as follows:
    - i. Single Port Availability
    - ii. Wired Only
  - c. Alternative meters and modules will not be accepted.

**Bid Document Revisions** 

N/A

### ADDENDUM #3 ACKNOWLEDGED BY:

Dreck Duen

Name

4-9-25 Date

PREPARED BY:

Elle Coe, E.I. SGM

List of Attachments: N/A

CoC\_MW&CD-Add3

## SECTION 00 43 00 BID BOND (PENAL SUM FORM)

Bidder	Surety		
Name: Duran & Pearce Contractors, Inc	Name: National American Insurance Company		
Address (principal place of business): 504 Stock Drive Craig, CO 81625	Address (principal place of business): 1010 Manvel Ave. Chandler, OK 74834		
Owner	Bid		
Name: City of Craig	Project (name and location):		
Address (principal place of business):     Marianna Way & Circle Drive Water Line       300 W. 4th Street     Replacement       Craig, CO 81625     Replacement			
	Bid Due Date: April 9th,2025		
Bond	, <b>f</b> anger (* 18.50 (* 19.		
Penal Sum: 5% of amount bid	11222		
Date of Bond: 04/08/2025	Hundred Control of the		
	hereby, subject to the terms set for this Bid Bond, by an authorized officer, agent, or representative.		
Bidder	Surety		
Durah & Pearce Contractors, Inc.	National American Insurance Company		
By: (Full formal name of Bidder) (Signature)	(Full formal name of Surety) (corporate seal)		
Name: Derek Duran (Printed or typed)	Name: <u>M. Shane Camilletti</u> (Printed or typed)		
	(inited of typed)		
Title: President	Title: Attorney-In-Fact		
Title: President Attest:	Attest:		
Title: President Attest: Signature) Name: PHAN AVEAN	Attest: (Signature) Name: Keenan Bruchez		
Title: President Attest: Signature)	Attest: (Signature)		

<sup>1</sup>°¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢¢

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- 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.
- 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.
- 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.

### NATIONAL AMERICAN INSURANCE COMPANY CHANDLER, OKLAHOMA POWER OF ATTORNEY

### DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOW ALL MEN BY THESE PRESENTS: That the National American Insurance Company, a corporation duly organized under the laws of the State of Oklahoma, having its principal office in the city of Chandler, Oklahoma, pursuant to the following resolution, adopted by the Board of Directors of the said Company on the 8th day of July, 1987, to wit:

"Resolved, that any officer of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-fact, such persons, firms, or corporations as may be selected from time to time.

Resolved that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of National American Insurance Company.

Be It Further Resolved, that the signature of any officer and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which it is attached."

National American Insurance Company does hereby make, constitute and appoint

M. Shane Camilletti; Lance Hackworth; Joe Nieslanik; Ashley Demos; Onita DeJulio; Alisa Corey; Bentley Colbert

its true and lawful attomey(s)-in-fact, with full power and authority hereby conferred in its name, places and stead, to sign, execute, acknowledge and deliver in its behalf, and its act and deed, as follows:

To bind the company for bonds, not to exceed \$6,000,000.00 for any single bond. And to bind National American Insurance Company thereby as fully and to the same extent as if such bonds and documents relating to such bonds were, signed by the duly authorized officer of the National American Insurance Company, and all the acts of said Attorney(s) pursuant to the authority herein given, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the National American Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.

NATIONAL AMERICAN INSURANCE COMPANY

WERICAN INSURA

W. Bunt Latere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA

SS:

On this 21st day of March, A.D. 2022, before me personally came W. Brent LaGere, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Lincoln, State of Oklahoma; that he is the Chairman and Chief Executive Officer of the National American Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



STATE OF OKLAHOMA COUNTY OF LINCOLN ) ) SS: Constal Exp

Notary Public My Commission Expires August 27, 2025 Commission #13007877

I, the undersigned, Secretary of the National American Insurance Company, an Oklahoma Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. Signed and Sealed at the City of Chandler. Dated the

Signed and Sealed at the City of Chandler.



R. Patrick Gilmore, Secretary

### 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,

DURAN & PEARCE CONTRACTORS, INC.

is a

Corporation

formed or registered on 05/31/1989 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 19891059741.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/07/2025 that have been posted, and by documents delivered to this office electronically through 04/09/2025 @ 07:01:15.

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 04/09/2025 @ 07:01:15 in accordance with applicable law. This certificate is assigned Confirmation Number 17185702



ena Musurall

Secretary of State of the State of Colorado

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# 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 Subcontractors, if required;
  - C. List of Proposed Suppliers, if required;
  - D. 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;
  - E. 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;
  - F. Bidder Qualification StatementC-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)

Mobilization & Demobilization \$	\$ 3Z	000.00
----------------------------------	-------	--------

### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices (see Section 01 22 00 – Unit Prices, if included in the Project Manual, for additional detail on unit price bid items) :

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price		Bid Amount
2	Demolish Ex. 8" Water Line	₩ EA	1992 亿	\$	3,400	\$6,800.00
3	8" Water Line	ĹF	930	\$	A63.00	\$ 374 7900
4	Service Connections and Ex. Abandonments	EA	14	\$	6,750	94,500.00
5	Service Line	LF	750	\$	30,60	\$ 22,50000
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$	16,000	\$ 32,000,00
7	Potholes	EA	8	\$	750,00	\$ 6,000.00
Total o	Total of All Unit Price Bid Items					\$ 536,590

- B. Bidder acknowledges that:
  - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
  - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

### 3.03 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 568,590,00
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### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete on or before **October 1, 2025**, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 31, 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 <u>60 days</u> 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
	4/7
2	4/8
3	4/8

EJCDC C-410, Bid Form for Construction Contract.

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### **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 carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
- 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. 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.
- 7. 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.
- 8. 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.
- 9. 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.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. 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:	Anson Excavating & Pipe Inc.
	(typed or printed name of drganization)
By:	Per Mon
	(individual's signature)
Name:	Peter Miles
	(typed or printed)
Title:	estimator
	(typed or printed)
Date:	(typed or printed) 4/9/25
	(typed or printed)
lf Bidder	is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	
	(individual's signature)
	EJCDC C-410, Bid Form for Construction Contract.
	Copyright <sup>©</sup> 2018 National Society of Professional Engineers, American Council of Engineering Companies,
	and American Society of Civil Engineers. All rights reserved.
	Page 4 of 5

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Name:	
-	(typed or printed)
Title:	
	(typed or printed)
Date:	
	(typed or printed)
Address fo	r giving notices:
-	
-	
Bidder's Co	ontact:
Name:	
-	(typed or printed)
Title:	
-	(typed or printed)
Phone:	
Email:	
Address:	
-	
-	
- Bidder's Co	ontractor License No.: (if applicable)

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3. **01 20 00 Price and Payment Procedures** Reissued to conform with plan revisions and add bid line items.

ADDENDUM #1 ACKNOWLEDGED BY:

Retar

Name

PREPARED BY:

Elle Coe, E.I. SGM

## List of Attachments:

Pre-Bid Attendees List Pre-Bid Agenda Revised Marianna Way & Circle Drive Bid Set Revised Bid Form Revised Price and Payment Procedures

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 8" Water Line	EA	2	\$ 3,400	\$ 6,000,00
3	8" Water Line	LF	930	\$ 403,00	\$ 374,790"
4	Service Connections and Ex. Abandonments	EA	14	\$ 6,750	94,500,00
5	Service Line	LF	750	\$ 30,00	\$ 22,50000
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$ 16,000	\$ 32,000.00
7	Potholes	EA	8	\$ 750,00	\$ 6,000,00 \$536,590°°
Total of	Total of All Unit Price Bid Items				

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### ADDENDUM #2 ACKNOWLEDGED BY:

RexC π Name

PREPARED BY:

Elle Coe, E.I. SGM

List of Attachments: N/A

### ADDENDUM ORDER

 ORDER NO.
 3

 DATE:
 04/08/25

 BID DATE:
 04/09/25

NAME OF PROJECT: Marianna Way & Circle Drive Water Line Replacement

OWNER: City of Craig

ENGINEER: \_\_\_\_\_\_ SGM, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS:

### **Clarifications**

- 1. What water meters and modules will be accepted?
  - a. All new water meters shall be Senus SR II.
    - b. All new modules shall be Senus SmartPoint 510M Non-Pit Set Module. Options shall be as follows:
      - i. Single Port Availability
      - ii. Wired Only
    - c. Alternative meters and modules will not be accepted.

**Bid Document Revisions** 

N/A

### ADDENDUM #3 ACKNOWLEDGED BY:

4/9/25 Date

Name

**PREPARED BY:** 

Elle Coe, E.I. SGM

*List of Attachments: N/A* 

Dat

# Marianna Way & Circle Dr. Waterline



# Anson Excavating and Pipe Inc.

Mike Anson
(970) 824-0382
(970) 824-8536

Quote To:

City of Craig

Job Name: Date of Plans: Revision Date:

Phone: Fax:

For clarification of handwritten form

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
,				<b>_ ,</b>	
10	Mobilization	1.00	LS	32,000.00	32,000.00
20	Abandon 8" Marianna	2.00	EA	3,400.00	6,800.00
30	8" C900	930.00	LF	403.00	374,790.00
40	Service connx. and abandon existing	14.00	EA	6,750.00	94,500.00
50	Service line	750.00	LF	30.00	22,500.00
60	FH assembly and ex. abandon	2.00	EA	16,000.00	32,000.00
70	Potholes	8.00	EA	750.00	6,000.00
GRAND TOTAL					568,590.00

# SECTION 00 43 00 BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Anson Excavating and Pipe, Inc.	Name: Granite Re, Inc.
Address (principal place of business):	Address (principal place of business):
789 Stock Drive Craig, CO 81625	14001 Quailbrook Drive Oklahoma City, OK 73134
Owner	Bid
Name: City of Craig	Project (name and location):
Address (principal place of business):	Marianna Way & Circle Drive Water Line
300 W. 4th Street	Replacement
Craig, CO 81625	
	Bid Due Date: April 9th,2025
Bond	
Penal Sum: Five Percent Amount Bid (5% Amo	ount Bid)
a energia de la companya de la compa	
Date of Bond: April 1, 2025	
	nd hereby, subject to the terms set forth in this Bid Bond,
	ed by an authorized officer, agent, or representative.
do each cause this Bid Bond to be duly execute Bidder	ed by an authorized officer, agent, or representative. Surety
do each cause this Bid Bond to be duly execute	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc.
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc.	ed by an authorized officer, agent, or representative. Surety
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature)	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate sect) By: (Signature) (Attach Power of Actorney)
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature)	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate seci) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed)
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature) Name: milise T. MSon	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate seci) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed)
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature) Name: <u>milice T. Ms on</u> (Printed or typed) Title: <u>President</u> Attest: <u>Mardw</u> Augon	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate seci) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed) Title: Attorney-in-Fact
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature) Name: <u>milic T. Anson</u> (Printed or typed) Title: <u>President</u> Attest: <u>Mardo</u> Augon (Signature)	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate s=cl) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed) Title: Attorney-in-Fact Attest: (Signature) (Signature)
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature) Name: Mile T. Mson (Printed or typed) Title: President (Signature) Name: Mardu Auson	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate seel) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed) Title: Attorney-in-Fact Attest: (Signature) Name: Jennifer Naber
do each cause this Bid Bond to be duly execute Bidder Anson Excavating and Pipe, Inc. (Full formal name of Bidder) By: (Signature) Name: <u>milic T. Anson</u> (Printed or typed) Title: <u>President</u> Attest: <u>Mardo</u> Augon (Signature)	ed by an authorized officer, agent, or representative. Surety Granite Re, Inc. (Full formal name of Surety) (corporate s=cl) By: (Signature) (Attach Power of Actorney) Name: Carolyn Hartwick (Printed or typed) Title: Attorney-in-Fact Attest: (Signature) (Signature)



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- 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:

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- 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.

;'

### GRANITE RE, INC. GENERAL POWER OF ATTORNEY

#### Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER; ERIN BIELKIEWICZ; CAROLYN HARTWICK its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER; ERIN BIELKIEWICZ; CAROLYN HARTWICK may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA )

On this 31<sup>st</sup> day of July, 2023 before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires: April 21, 2027 Commission #: 11003620

SS:



Bethamy & alle

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

### GRANITE RE, INC.

#### Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced: provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 151 day of April, 2025.



Kyle P. McDonald, Assistant Secretary



# 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 Subcontractors, if required;
  - C. List of Proposed Suppliers, if required;
  - D. 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;
  - E. 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;
  - F. Bidder Qualification StatementC-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)

	A 50 700 00
Mobilization & Demobilization	\$ 56,700.00
	<i>Q</i> ==1. ==.==

#### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices (see Section 01 22 00 – Unit Prices, if included in the Project Manual, for additional detail on unit price bid items) :

ltem No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 8" Water Line	EA	2	\$ 5,500.00	<b>\$</b> 11,000.00
3	8" Water Line	LF	930	\$ 244.00	<b>\$</b> 226,920.00
4	Service Connections and Ex. Abandonments	EA	14	\$ 9,800.00	137,200.00
5	Service Line	LF	750	\$ 99.00	\$ 74,250.00
6	Fire Hydrant Assembly and Ex. Hydrant Abandonment	EA	2	\$ 22,000	\$ 44,000
7	Potholes	EA	8	<b>\$</b> 1,500	\$ 12,000
Total o	f All Unit Price Bid Items				\$ 562,070.00

### ADDENDUM #1 ACKNOWLEDGED BY:

Ken Fones Name

4/9/25

Date

PREPARED BY:

Elle Coe, E.I. SGM

*List of Attachments: N*/*A* 

CoC\_MW&CD-Add2

Addendum #1	4/7/25
Addendum #2	4/7/25
Addendum #3	4/8/25

#### **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 carefully studied the reports of explorations and tests of subsurface conditions, if any, at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. 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.
  - 7. 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.
  - 8. 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.
  - 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.
  - 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. 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:
  - 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:	Ken Fones
•	(individual's signature)
Name:	Ken Fones
	(typed or printed)
Title:	Partner
	(typed or printed)
Date:	4/9/25
	(typed or printed)
lf Bidder is	a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	N/A
	(individual's signature)
c	EJCDC C-410, Bid Form for Construction Contract. opyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Name:		
	(typed or printed)	
Title:		. <u> </u>
	(typed or printed)	
Date:		
	(typed or printed)	
Address for	or giving notices:	
-		
_		
Bidder's Co	ontact:	
Name:	Fones Construction LLC Ken Fones	
-	(typed or printed)	
Title:	Partner	
-	(typed or printed)	
Phone:	970-761-0800	
Email:	kenfones@gmail.com	
_		
Auui 655.	120 W 16th Street Craig 81625	
-		
-		
- Bidder's Co	Contractor License No : (if applicable) 2652	<u> </u>
Address: - - Bidder's Co	120 W 16th Street Craig 81625	

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### SECTION 00 43 00 BID BOND (PENAL SUM FORM)

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Bidder	Surety
Name: Fones Construction, LLC	Name: Great Midwest Insurance Company
Address (principal place of business):	Address (principal place of business):
120 West 16th Street Craig, CO 81625	800 Gessner, Suite 600
	Houston, TX 77024
Owner	Bid
Name: City of Craig	Project (name and location):
Address (principal place of business):	Marianna Way & Circle Drive Water Line
300 W. 4th Street	Replacement
Craig, CO 81625	Craig, Colorado
	Bid Due Date: April 9th.2025
	Bid Due Date: April 9th,2025
Bond	
Penal Sum: Five Percent of Total Amount Bid (5%)	
Date of Bond: April 9th, 2025	
Surety and Bidder, intending to be legally bound he do each cause this Bid Bond to be duly executed by	reby, subject to the terms set forth in this Bid Bond, an authorized officer, agent, or representative.
Bidder	Surety
Fones Construction, LLC	Great Midwest Insurance Company
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: <u>Methodi</u> tom	By: (Signature) (Attach Power of Attorney)
Name: Melada Fined	Name: Amy Coonts
(Printed or typed)	(Printed or typed)
Title: Member	Title: <u>Attorney-in-Fact</u>
Attest: Julie Nichols	Witness: xAktaskM.A.A.
(Signature)	(Signature)
Name: <u>Ulie Vlichola</u> (Printed or typed)	Name: <u>Lindsey Minutillo</u> (Printed or typed)
Title: Administrative Special ist	Title: Surety Witness
	ed notice. (2) Provide execution by any additional parties, such as



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

EJCDC C-430, Bid Bond (Penal Sum Form). Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

- 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.
- 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 surely, 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 1<sup>st</sup> 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

WISUA. CORPORATE SEA CORPOR

Hart w Vour Mark W. Haushill

Mark W, Haushi 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	UPDY	
	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 this9th Day of	April, 2025
CORPORATE SEAL	BY Leswith
B CORPORATION	Leslie K. Shaunty Secretary
WALADAUAIC: Any norman who knowingly and with intent to defrai	id any insurance company or other person, files and application for insurance of claim

"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 04/07/2025 that have been posted, and by documents delivered to this office electronically through 04/09/2025 @ 08:43:38.

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 04/09/2025 @ 08:43:38 in accordance with applicable law. This certificate is assigned Confirmation Number 17185980



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Secretary of State of the State of Colorado

### 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,

Bellyache Mechanical Incorporated, LLC

is a

Limited Liability Company

formed or registered on 03/02/2022 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 20221235335.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/07/2025 that have been posted, and by documents delivered to this office electronically through 04/09/2025 @ 09:07:23.

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 04/09/2025 @ 09:07:23 in accordance with applicable law. This certificate is assigned Confirmation Number 17186119



Insight

Secretary of State of the State of Colorado

# City of Uraig, Oulorando CONTRACTORSLICENSE NO 2 2 19

# BETTKNOWNTHAT <u>VICAPULA TOALS</u> OBA FORMES CONSMILTED

<u>Forces Constructions Ltc.</u>

having paid the Building Department of the City of Craig, Colorado the sum of \$ 200

Dollars, is hereby granied this locense to engage in the follow classification(s) of construction: <u>2x 2+ C(astochidri Utradwog</u>

This facence is issued and is revocable under the provisions of the Ordinances of the City of Ceargy Colorado and shall be in effect until the  $\underline{1}$  day of  $\underline{1}$  ( $\underline{1}$  ( $\underline{1}$ )( $\underline{1}$ )( $\underline{1}$ ),  $\underline{2}$ )( $\underline{1}$ ) subject to such Ordinances Given under my hand and scalithe  $\underline{1}$  aday of  $\underline{1}$  ( $\underline{1}$ )( $\underline{1}$ )( $\underline{1}$ )( $\underline{1}$ )( $\underline{1}$ )

Contractor No. 21052 **ID** Card Name henneth Fones DBA FONES Construction Types Excallation I Grading Phone 930-846-3304

Oct 2. 2024

Ronking Official

City of Craig 300 W/4th St Craig CO 81625

Receipt No: 15.001135

**Fones** Construction

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Duplicate Copy

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