



Date: May 9th, 2025

To: City Council and Administration

From: Carl R. Ray, Water and Wastewater Director

Re: Award Recommendation for 2025 10<sup>th</sup> Street Water Line Replacement

The water main on 10th Street is in very poor condition and has had numerous breaks and repairs. 80 linear feet of the main were recently replaced, but replacement from Legion Street to Rose Street needs a United States Army Corps of Engineers (USACE) permit to bore beneath Fortification Creek and the necessary equipment to complete the project will require a contractor to perform the work. A temporary isolation valve was installed near Fortification Creek to keep customers supplied with water, but the main is in such poor condition that operation of the 10th and Legion Pump Station cannot occur without risking a major water main break. The isolation valve prevents proper looping and negatively affects water quality. The remaining section of the water main must be replaced to restore pumping to the Glen Erie Tanks from the 10th and Legion Pump Station and restore proper looping of the main and restore water quality.

The EOPC for the project is \$1,109,520.00. We applied for a DOLA EIAF grant (25-038) and received a full award of \$554,760.00 from DOLA with a City match of \$554,760.00. Engineering documents were prepared, the bid was advertised, pre-bid meeting held, and bids opened May 8<sup>th</sup>, 2025 at 2:00 pm. Two bids were received; one from Anson Excavating & Pipe, Inc. and one from Fones Construction, LLC. The following is a bid tab for the project:

Contractor	Mobilization & Demobilization	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Total Bid Price - All Items
Anson Excavating	\$60,000.00	Abandon Ex. 10" WL @ Each Connection	EA	3	\$4,600.00	\$13,800.00	
		New 10" Water Line	LF	1390	\$300.00	\$417,000.00	
		Service Connections	EA	5	\$9,400.00	\$47,000.00	
		Potholes	EA	22	\$750.00	\$16,500.00	
		New Water Line System Tie-Ins	EA	3	\$27,000.00	\$81,000.00	
		Water Line Encasement	LF	45	\$3,300.00	\$148,500.00	
							\$783,800.00

Contractor	Mobilization & Demobilization	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount	Total Bid Price - All Items
Fones Construction	\$0.00	Abandon Ex. 10" WL @ Each Connection	EA	3	\$6,500.00	\$19,500.00	
		New 10" Water Line	LF	1390	\$231.00	\$321,090.00	
		Service Connections	EA	5	\$5,250.00	\$26,250.00	
		Potholes	EA	22	\$820.00	\$18,040.00	
		New Water Line System Tie-Ins	EA	3	\$7,750.00	\$23,250.00	
		Water Line Encasement	LF	45	\$437.00	\$19,665.00	
							\$427,795.00

The contending bids were reduced to one (1) on May 9th, 2025, when Fones Construction reviewed their submitted bid and identified errors. Fones Construction subsequently withdrew their bid from consideration, leaving Anson Excavating & Pipe as the sole bidder. The bids were reviewed and recommendation made by SGM for Anson Excavating & Pipe, Inc. with the total of all bid items in the amount of \$783,800.00. Our recommendation is in agreement with SGM's recommendation.

May 9, 2025

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

**RE: Bid Award Recommendation – 10<sup>th</sup> Street Water Line Replacement**

Dear Carl,

The City of Craig received two bids on May 8th, 2025, in response to an Advertisement for Bid for the replacement of an existing water line along 10<sup>th</sup> St, complete with Fortification Creek crossing, service reconnections, system tie-ins, and asphalt repair. The two bidders were Anson Excavating & Pipe, and Fones Construction. Both 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 24th, 2025. The contending bids were reduced to one (1) on May 9th, 2025, when Fones Construction reviewed their submitted bid and identified errors. Fones Construction subsequently withdrew their bid from consideration, leaving Anson Excavating & Pipe as the sole bidder.

Anson Excavating & Pipe submitted a bid that falls below the Engineer's Opinion of Probable Construction Cost (EOPCC). A Bid Tabulation and EOPCC comparison is provided in Table 1.

*Table 1 Bid Tabulation and EOPCC Comparison*

Company	Mobilization/ Demobilization	Abandon Ex 10" Water Line	10" Water Line	Service Connections	Potholes	New Water Line System Tie-Ins	Water Line Encasement	Total
Anson Excavating & Pipe	\$60,000.00	\$13,800.00	\$417,000.00	\$47,000.00	\$16,500.00	\$81,000.00	\$148,500.00	\$783,800.00
EOPCC								\$812,800.00

Based on budget and familiarity with the contractor, SGM recommends that the contract for the 10<sup>th</sup> Street Water Line Replacement project be awarded to Anson Excavating & Pipe. The Notice of Award is attached hereto to complete the award.

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

Respectfully,  
**SGM**



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;
  - 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 Statement C-425 with supporting data, if required; and

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

##### 3.01 *Lump Sum Bids*

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

Mobilization & Demobilization	\$ 60,000.00
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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) :

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 10" WL at Each Connection	EA	3	\$ 4,600.00	\$ 13,800 <sup>00</sup>
3	New 10" Water Line	LF	1390	\$ 300.00	\$ 417,000 <sup>00</sup>
4	Service Connections	EA	5	\$ 9,400.00	\$ 47,000 <sup>00</sup>
5	Potholes	EA	22	\$ 750.00	\$ 16,500 <sup>00</sup>
6	New Water Line System Tie-Ins	EA	3	\$ 27,000.00	\$ 81,000 <sup>00</sup>
7	Water Line Encasement	LF	45	\$ 3,300.00	\$ 148,500 <sup>00</sup>
Total of All Unit Price Bid Items					\$ 723,800 <sup>00</sup>

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)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 783,800 <sup>00</sup>
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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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date
1	4/30/25

## ADDENDUM ORDER

ORDER NO. 1  
DATE: 04/30/25  
BID DATE: 05/08/25

NAME OF PROJECT: 10<sup>th</sup> St Water Line Replacement

OWNER: City of Craig

ENGINEER: SGM, Inc.

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

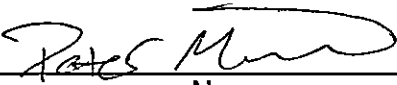
### Clarifications

1. Sign-in sheet from the mandatory pre-bid meeting is attached.
2. Pre-bid meeting agenda is attached.
3. How close may excavation occur to the 10th St bridge?
  - i. The top of trench may be no closer than 10 ft from the bridge abutement.
4. Does it matter whether replacement begins at Sta. 0+00 or Sta. 13+89.36?
  - i. No, replacement may begin at either end.
5. What is necessary for the abandonment of the existing water line?
  - i. The Contractor shall abandon all utility lines by filling each end of the pipe with five (5) feet of flow fill, or cutting, capping and installing concrete plug.
6. Is additional encasement beyond what is shown on the plans expected?
  - i. No, additional encasement is not expected. The encasement shown extends five (5) feet beyond water surface elevation (WSE) during spring runoff conditions.
7. Will directional boring be permitted as Contractor's means and methods?
  - i. If requested by the Contractor, the ability to implement directional boring for the crossing of Fortification Creek will be assessed through value engineering after bid award.
8. What is the expected impact on operations if work extends beyond the start of 2025/2026 school year (August 13<sup>th</sup>)?
  - i. SGM has confirmed with the Moffat County School District Transportation Staff that bus routes will not be impacted if work continues after August 12<sup>th</sup>; no further notice to Transportation Staff is required.
  - ii. The Contractor shall be aware that student foot traffic will continue, and significant due diligence should be taken to secure the site from pedestrian access after-hours and during working hours if the Contractor decides to work before school start or after school release time.
9. What access is required for the Moffat County School District Bus Barn?
  - i. The Contractor must maintain one lane of access to/from the bus barn at all times.
10. What material is the existing pipe?
  - i. The existing pipe is 10-inch ductile iron.

### Bid Document Revisions

1. 10<sup>th</sup> St Water Line Replacement Sheet 3 Reissued to correct overlapping text.

**ADDENDUM #1 ACKNOWLEDGED BY:**



Name

5/8/25

Date

**PREPARED BY:**

Elle Coe, E.I.  
SGM

***List of Attachments:***

*Pre-Bid Attendees List*

*Pre-Bid Agenda*

*Revised 10 St Water Line Replacement Sheet 3*

**Bid Pricing Report**

<b>Biditem Description</b>	<b>Balanced Price</b>	<b>Bid Price</b>	<b>Bid Total Status</b>
10 Mobilization	37,650.20	60,000.00	60,000.00 U
20 Abandon ex. 10" at connex.	4,621.14	4,600.00	13,800.00 U
30 New 10" WL	299.61	300.00	417,000.00 U
40 New service connex	9,383.27	9,400.00	47,000.00 U
50 Potholes	699.26	750.00	16,500.00 U
60 New system tie ins	27,683.81	27,000.00	81,000.00 U
70 Encasement	3,309.79	3,300.00	148,500.00 U
<b>Report Totals</b>			<b>783,800.00</b>

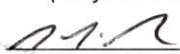
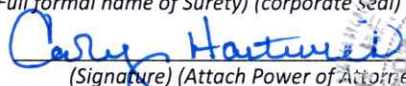


**NOTE:**

Italics indicate a nonadditive item. They will not be added to subtotals, unless all items in a subgrouping are nonadditive. They will not be added to the final totals.



# SECTION 00 43 00

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: Anson Excavating and Pipe, Inc. Address (principal place of business): 789 Stock Drive Craig, CO 81625	<b>Surety</b> Name: Granite Re, Inc. Address (principal place of business): 14001 Quailbrook Drive Oklahoma City, OK 73134
<b>Owner</b> Name: <b>City of Craig</b> Address (principal place of business): <b>300 W. 4th Street</b> <b>Craig, CO 81625</b>	<b>Bid</b> Project (name and location): <b>10<sup>th</sup> Street Water Line Replacement</b>  Bid Due Date: <b>May 8th, 2025</b>
<b>Bond</b> Penal Sum: Five Percent Amount Bid (5% Amount Bid) Date of Bond: April 30, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> Anson Excavating and Pipe, Inc. (Full formal name of Bidder)	<b>Surety</b> Granite Re, Inc. (Full formal name of Surety) (corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: <u>M. K. T. Anson</u> (Printed or typed)	Name: <u>Carolyn Hartwick</u> (Printed or typed)
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest:  (Signature)	Attest:  (Signature)
Name: <u>Peter Miles</u> (Printed or typed)	Name: <u>Jennifer Naber</u> (Printed or typed)
Title: <u>estimator</u>	Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



## 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 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF OKLAHOMA )



  
Kenneth D. Whittington, President

  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

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



Bethany J. Alred  
Notary Public

**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 30th 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 Statement C-425 with supporting data, if required; and

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

##### 3.01 *Lump Sum Bids*

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

1. Lump Sum Price (Single Lump Sum)

Mobilization & Demobilization	\$
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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):

\*\*\*See attachment A\*\*\*

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
2	Abandon Ex. 10" WL at Each Connection	EA	3	\$	\$
3	New 10" Water Line	LF	1390	\$	\$
4	Service Connections	EA	5	\$	\$
5	Potholes	EA	22	\$	\$
6	New Water Line System Tie-Ins	EA	3	\$	\$
7	Water Line Encasement	LF	45	\$	\$
Total of All Unit Price Bid Items					\$ 427,795.00

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)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ 427,795.00
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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 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

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

5.03 *Receipt of Addenda*

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

Addendum Number	Addendum Date
No addendums received	

EJCDC C-410, Bid Form for Construction Contract.

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Addendum Number	Addendum Date

## 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.

EJCDC C-410, Bid Form for Construction Contract.

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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.
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:

Kenneth Fones

*(typed or printed)*

Title:

Owner/Member

*(typed or printed)*

Date:

5/7/2025

*(typed or printed)*

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

EJCDC C-410, Bid Form for Construction Contract.

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Attest: \_\_\_\_\_  
(individual's signature)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Date: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: Ken Fones /Owner  
\_\_\_\_\_  
(typed or printed)

Title: Owner/Member  
\_\_\_\_\_  
(typed or printed)

Phone: 970-761-0800

Email: kenfones@gmail.com

Address: 120 W 16th Street Craig 81625  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) 2652



	Attachment A				
	Description	Unit	Qty	Cost	Total
2	Abandon ex 10" WM at each connection	Ea	3	\$6,500.00	\$19,500.00
3	10" DIP	LF	1390	\$231.00	\$321,090.00
4	Service connections	Ea	5	\$5,250.00	\$26,250.00
5	Potholes	Ea	22	\$820.00	\$18,040.00
6	New DIP tie in	Ea	3	\$7,750.00	\$23,250.00
7	Water line encasements	Lf	45	\$437.00	\$19,665.00
				Total	\$427,795.00

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 05/06/2025 that have been posted, and by documents delivered to this office electronically through 05/07/2025 @ 18:34:05 .

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 05/07/2025 @ 18:34:05 in accordance with applicable law. This certificate is assigned Confirmation Number 17280006 .



Secretary of State of the State of Colorado

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

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

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

<b>Bidder</b> Name: <b>Fones Construction, LLC</b> Address (principal place of business): <b>120 West 16th Street</b> <b>Craig, CO 81625</b>	<b>Surety</b> Name: <b>Great Midwest Insurance Company</b> Address (principal place of business): <b>800 Gessner, Suite 600</b> <b>Houston, TX 77024</b>
<b>Owner</b> Name: <b>City of Craig</b> Address (principal place of business): <b>300 W. 4th Street</b> <b>Craig, CO 81625</b>	<b>Bid</b> Project (name and location): <b>10<sup>th</sup> Street Water Line Replacement</b> <b>Craig, Colorado</b>  Bid Due Date: <b>May 8th, 2025</b>
<b>Bond</b> Penal Sum: <b>Five Percent of Total Amount Bid (5%)</b> Date of Bond: <b>May 8th, 2025</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Bidder</b> <b>Fones Construction, LLC</b> (Full formal name of Bidder)	<b>Surety</b> <b>Great Midwest Insurance Company</b> (Full formal name of Surety) (corporate seal)
By: <u>Melinda Fones</u> (Signature)	By: <u>Nicole L. McCollam</u> (Signature) (Attach Power of Attorney)
Name: <u>Melinda Fones</u> (Printed or typed)	Name: <u>Nicole L. McCollam</u> (Printed or typed)
Title: <u>Member</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Julie Nichols</u> (Signature)	Witness: <u>Kelly Martinez</u> Attest: <u>Kelly Martinez</u> (Signature)
Name: <u>Julie Nichols</u> (Printed or typed)	Name: <u>Kelly Martinez</u> (Printed or typed)
Title: <u>Administrative Specialist</u>	Title: <u>Attorney-in-Fact</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



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

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

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Michael Lischer, Jr., Lindsey Minutillo, Jennifer L. Clampert, David Dondlinger, Cole L. McCollam, Brandi J. Tetley, Amy Coonts, Mary Ashley Allen

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

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of April, 2025 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 One-Hundred Million dollars (\$100,000,000.00), 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 electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic 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 8th day of April, 2025.

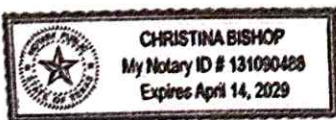


**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

CERTIFICATE

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

Signed and Sealed at Houston, TX this 8th Day of May 2025



BY Patricia Ryan  
Patricia Ryan  
Secretary

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