

MEMORANDUM

TO: Peter Brixius, City Manager
City Council

FROM: Trevor Campbell, R & B Director

DATE: May 11th, 2021

SUBJECT: Award of Contract for Downtown/Yampa Ave Sidewalk Project

Bids for the Downtown/Yampa Ave Sidewalk Project construction were opened on April 29th at 2pm. The work was put to advertisement beginning on April 6th. Seven bidders attended the pre-bid meeting on April 13th.

The lowest bid was received from Duran & Pearce Contractors in the amount of \$1,250,722.

We would like to recommend that the City award the Contract for the Downtown/Yampa Ave Sidewalk Project to Duran & Pearce Contractors.



"HELD TO A HIGHER STANDARD"

DOWNTOWN / YAMPA AVE. SIDEWALK PROJECT

TO:

City of Craig
Attn: Trevor Campbell
300 W. 4th St.
Craig, Co 81625

SUBMITTED BY:

Duran & Pearce Contractors
Derek Duran
PO Box 1331
Craig, CO 81626

BID SUBMISSION:

April 29th, 2021
2:00 PM



City of Craig, Yampa Ave. Sidewalk
DURAN & PEARCE CONTRACTORS
BID FORM

JOB NO: 2540-001

ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	201-00005	REMOVAL OF DEBRIS	LS	1	\$ 3,000.00	\$ 3,000.00
2	202-00010	STUMP REMOVAL/GRIND	EA	30	\$ 528.33	\$ 15,849.90
3	202-00200	REMOVAL OF SIDEWALK	SY	2412	\$ 44.83	\$ 108,129.96
4	202-00203	REMOVAL OF CURB AND GUTTER	LF	2880	\$ 14.63	\$ 42,134.40
5	202-00206	REMOVAL OF CONCRETE CURB RAMP	SY	226	\$ 56.64	\$ 12,800.64
6	202-00220	REMOVAL OF ASPHALT MAT	SY	1000	\$ 9.55	\$ 9,550.00
7	202-00810	REMOVAL OF GROUND SIGN	EA	15	\$ 86.67	\$ 1,300.05
8	203-00010	UNCLASSIFIED EXCAVATION (& EXPORT UNSUITABLE)	CY	50	\$ 47.00	\$ 2,350.00
9	207-00702	TOPSOIL (OFFSITE)	CY	30	\$ 35.00	\$ 1,050.00
10	208-00046	CONCRETE WASHOUT STRUCTURE (TYPE 1 - PORTABLE)	EA	1	\$ 2,550.00	\$ 2,550.00
11	208-00053	STORM DRAIN INLET PROTECTION	EA	4	\$ 500.00	\$ 2,000.00
12	208-00035	AGGREGATE BAGS	LF	50	\$ 24.40	\$ 1,220.00
13	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HR	25	\$ 74.00	\$ 1,850.00
14	208-00106	SWEEPING (SEDIMENT REMOVAL)	HR	20	\$ 125.00	\$ 2,500.00
15	210-00810	RESET GROUND SIGN - BASE ONLY (SUPPLIED BY CITY)	EA	15	\$ 155.00	\$ 2,325.00
16	210-04051	ADJUST VALVE BOX (SPECIAL) - INSTALL NEW CURB STOP LIDS & ADJUST TO FG	EA	39	\$ 189.62	\$ 7,395.18
17	213-00500	TREE GRATE (W/ Frame)	EA	30	\$ 1,757.98	\$ 52,739.40
18	214-00225	DECIDUOUS TREE (2.5 INCH CALIPER - HACKBERRY)	EA	5	\$ 5,088.15	\$ 25,440.75
19	214-00225	DECIDUOUS TREE (2.5 INCH CALIPER - AMUR MAPLE)	EA	11	\$ 5,101.33	\$ 56,114.63
20	214-00225	DECIDUOUS TREE (2.5 INCH CALIPER - SPRING SNOW CRAB)	EA	14	\$ 5,072.79	\$ 71,019.06
21	250-	MATERIALS TESTING	LS	1	\$ 52,816.50	\$ 52,816.50
22	304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	225	\$ 51.56	\$ 11,601.00
23	403-00721	HOT MIX ASPHALT (PATCHING)	SY	650	\$ 117.30	\$ 76,245.00
24	411-10255	EMULSIFIED ASPHALT	GAL	200	\$ 16.12	\$ 3,224.00
25	602-00000	REINFORCING STEEL	LB	1400	\$ 2.81	\$ 3,934.00
26	604-19712	TRENCH DRAIN	LF	168	\$ 237.24	\$ 39,856.32
27	608-00000	CONCRETE SIDEWALK	SY	2875	\$ 107.71	\$ 309,666.25
28	608-00010	CONCRETE CURB RAMP	SY	321	\$ 155.67	\$ 49,970.07
29	608-00015	DETECTABLE WARNINGS	SF	256	\$ 56.41	\$ 14,440.96
30	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	2035	\$ 48.04	\$ 97,761.40
31	609-21021	CURB AND GUTTER TYPE 2 (MODIFIED SECTION II-B) - driveway	LF	270	\$ 40.40	\$ 10,908.00
32	612-00041	DELINEATOR (FLEXIBLE) (TYPE II)	EA	16	\$ 114.38	\$ 1,830.08
33	613-40012	STONE VENEER W/ STEEL COVERS FOR EXISTING LIGHT POLE BASES	EA	24	\$ 868.19	\$ 20,836.56
34	620-00020	SANITARY FACILITY	EA	1	\$ 2,000.00	\$ 2,000.00
35	625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 14,750.00	\$ 14,750.00
36	626-00005	MOBILIZATION	LS	1	\$ 33,520.00	\$ 33,520.00
37	629-10005	RE-SET SURVEY MONUMENT TYPE 5s	EA	1	\$ 550.00	\$ 550.00
38	630-00007	TRAFFIC CONTROL INSPECTION	DAY	20	\$ 875.00	\$ 17,500.00
39	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY	14	\$ 1,592.14	\$ 22,289.96
40	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EA	20	\$ 182.00	\$ 3,640.00
41	630-80380	TRAFFIC CONE	EA	100	\$ 21.00	\$ 2,100.00
42	950-00005	BONDS AND INSURANCE (PAYMENT & PERFORMANCE BOND)	LS	1	\$ 19,962.93	\$ 19,962.93
F/A		MINOR CONTRACT REVISIONS			\$	\$ 10,000.00
F/A		REPAIR DAMAGED LIGHTING CONDUIT AND/OR CONDUCTOR			\$	\$ 10,000.00
GRAND TOTAL						\$ 1,250,722.00



"HELD TO A HIGHER STANDARD"

April 29th, 2021

City of Craig
Attn: Trevor Campbell
300 W. 4th St
Craig, Co 81625

RE: Downtown / Yampa Ave. Sidewalk Project

Dear Mr. Campbell,

Thank you for giving Duran & Pearce Contractors the opportunity to submit a proposal for the City of Craig Downtown / Yampa Ave. Sidewalk Project. For the 400 and 500 Blocks of Yampa Ave. This project is not only an exciting project, but it is also a difficult project due to the logistics and impact it may have on the Downtown Businesses. It is very important to us that we provide a great product while working and communicating with the businesses and citizens that enjoy and use the downtown area on a day-to-day basis. Duran & Pearce Contractors has strong community relations that can ease the impact and will be as efficient as possible to complete the work in a timely manner.

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 35 years in Craig. On this particular project, a large amount of the work will be sub-contracted out. Duran & Pearce has put a team together of 'Professional Subcontractors' that have had past experience with similar projects to this Yampa Ave. Downtown Project.

Duran & Pearce Contractors has an Experience Modification Rate of 0.88. 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 providing a new downtown appearance and product that the Citizens of Craig can be proud of.

Thank you,

A handwritten signature in black ink, appearing to read 'Derek Duran', with a stylized flourish at the end.

Derek Duran
Derek.dpcontractors@gmail.com
970.629.8360 Cell
970.824.4014 Office



"HELD TO A HIGHER STANDARD"

ADDENDUM ACKNOWLEDGEMENT

Addendum #1:

- Received and acknowledged Addendum #1 – Friday, the 23rd of April

Signature: _____

Print: _____

Date: _____



"HELD TO A HIGHER STANDARD"

PAST EXPERIENCE & REFERENCES

MEMORIAL REGIONAL HEALTH MOB EXPANSION

- **Owner:** Memorial Regional Health General: Adena Company Craig, Co
- **Role:** Subcontractor
- **Project Budget (D&P Only):** \$1,350,000.00
- **Scope of Work:**
- ***Provide site work and final grade work for 2,000 LF of new Curb & Gutter and 3,500 SF of Concrete Sidewalk / Decorative Concrete.***
Haul and install nearly 30,000 CY of fill, material. Provide installation of all sewer, water and storm sewer utilities (Approx. 2,500 LF). Site work and final grade work for concrete sidewalk and asphalt parking lot. Install and maintain all Erosion Control measures throughout duration of project. Provide Payment and Performance Bond
- **Schedule:** Total duration of Project 24 months
- **Reference:** Gary Teaters (Adena) 419-566-4313. Jennifer Riley (MRH) 970-756-4245

CRAIG RURAL FIRE PROTECTION DISTRICT APPARATUS BUILDING

- **Owner:** Craig Rural Fire District Craig, Co
- **Role:** General Contractor
- **Project Budget (D&P Only):** \$1,300,000.00
- **Scope of Work:** General Contractor for new 10,000 SF Fire Apparatus Building. Work Included:
- ***Site work and final grade work for new curb & gutter, new concrete aprons as well as large SF of concrete paving***
- utility line install, helical pile / concrete foundation install, site work for new concrete paved parking lot (250 CY). Manage all trades throughout project. Provide Payment and Performance Bond
- **Schedule:** 8 months – Work was completed in 8 months
- **Reference:** Chris Nichols 970-846-1815. KC Hume: 970-629-9048



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CITY OF CRAIG CURB & GUTTER

- **Owner:** City of Craig General: Craig, Co
 - **Role:** Subcontractor
 - **Project Budget (D&P Only):** Misc.
 - **Scope of Work:**
 - *Provide all demo and removal, site work and final grade work for large stretches of new Curb & Gutter throughout the City of Craig.*
 - *Experience with working on busy city streets and dealing with traffic control and pedestrians*
- Reference:** Randy Call / Jim Ferree

TRI-STATE C-Road Trench / Shoulders & Haul Roads

- **Owner:** Tri-State GT General: Duran & Pearce Contractors Craig, Co
- **Role:** General
- **Project Budget (D&P Only):** \$2,000,000.
- **Scope of Work:**
- Demo and Remove large amounts of concrete and dispose
- Excavate and provide site work and final grade work for large amounts of 6" flat work and 10" thick Heavy Haul roads.
- Overlooked and provided support to concrete subcontractors
- Coordinated with QA/QC throughout duration of projects
- **Schedule:** 6 Months / Tight Schedules to decrease the impact w/ day-to-day Tri-State operations
- **Reference:** Matt Koly / Frank Vigil



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LIST of QUALIFIED SUBCONTRACTORS

DURAN & PEARCE CONTRACTORS: General Contractor / Site Work

- Duran & Pearce Contractors will overlook the entire project. D&P will be performing the following: Demolition of existing sidewalk and curb & gutter, site work and final grade work for new concrete, erosion control

RODCO CONCRETE: Concrete

- Rodco Concrete will be performing all concrete work and is out of Rifle, Co and has had experience in working in Craig and NW Colorado. Rodco Concrete works throughout the western slope and has worked in Craig as well at Colowyo. Rodco Concrete installed all the concrete flat work and Curb & Gutter at the new Kum & Go located on the east side of Craig. Rodco Concrete will be working on the Highway 13 project this summer that is located just north of Craig

UNITED COMPANIES: Asphalt

- United Companies, a CRH Company will be performing all Asphalt patching. United Companies is a large asphalt company that has offices located throughout Colorado. United has supplied asphalt to the City of Craig and recently has performed asphalt over-lays on city streets within the City of Craig in the past year.

NORTHWEST COLORADO CONSULTING (NWCC)

- NWCC will providing all Quality Control and will be onsite to provide all compaction testing as well as concrete Testing. NWCC is based out of Steamboat Springs, Co and has worked in Craig for many years. Duran & Pearce has worked with NWCC on many projects in Craig, the latest being the MRH Mob Expansion Project.

EPP & ASSOCIATES: Surveying

- Located in Craig, Co., Epp & Associates has been providing Surveying services in NW Colorado for many years. Epp & Associates has provided surveying for the City of Craig on recent projects.

CC ENTERPRISES: Traffic Control

- CC Enterprises will be performing all Traffic Control, Inspections and Management throughout the duration of the project. CC Enterprises has performed work in NW Colorado and is WDBE Certified



"HELD TO A HIGHER STANDARD"

SCHEDULE / PHASING

If awarded the project, Duran & Pearce Contractors proposes to start the project Mid-June 2021.

Work will begin on the 500 Block (West Side) then progressing to the East side of the 500 Block. Once the 500 Block is completed, work will progress to the 400 Block of Yampa Ave, starting on the West side and progressing to the East side of Yampa Ave. once the west side is completed.

Projected Start Date: June 14th, 2021

Substantial Completion: October 1st, 2021

100% Completion: October 15th

Total Calendar Days: 124 Days

Working Days: 90 Days:M-F

103 w/ working Saturdays

Holidays: 4th of July / Labor Day (September 6th)

Duran & Pearce Contractors proposes 4-week duration per side per block. Total of 4 sections results in 16 Weeks from Project Start to Project Completion

Phase 1: West Side of the 500 Block

Phase 2: East side of the 500 Block

Phase 3: West side of the 400 Block

Phase 4: West Side of the 500 Block

LIST OF SUBCONTRACTORS

The proposal is based on subcontracting certain major portions of the Work to subcontractors as listed below:

SUBCONTRACTOR	ITEM / DESCRIPTION OF WORK
ROD CO CONCRETE	CONCRETE WORK
UNITED ASPHALT	ASPHALT PATCH WORK
MADSEN FABRICATION	BASE PLATES
NWCC	QUALITY CONTROL
EPP & ASSOCIATES	SURVEY
JUNIPER GREENS AND/OR BEARS EARS LANDSCAPE CC ENTERPRISES	TREE SUPPLY & INSTALL TRAFFIC CONTROL

SCHEDULE OF MAJOR MATERIAL SUPPLIERS

ITEM / DESCRIPTION	MANUFACTURER OR SUPPLIER
LIGHT P/C BASE PLATES	MADSEN FABRICATION
TREE GRATES + FRAMES	URBAN ACCESSORIES / RECREATION PLUS
CONCRETE	PEAK READY MIX
CLASS 6	DEP P.T

Note: In connection with the major items of equipment to be furnished and installed, the Bidder does expressly agree to the following provision:

Should the Bidder indicate more than one manufacturer, or fail to indicate a manufacturer, the Owner shall have the specific right to make the selection at no additional cost to the Owner.

7. Following is a list of equipment definitely available for use on the project. (Provide quantity and description.) (i.e. curb & gutter machine, track hoes, loaders, dump trucks, signs, etc.)

EXCAVATORS - Mini & Mid Size (2)

SKIDSTEERS (1)

FRONT ENCL. LOADERS (1)

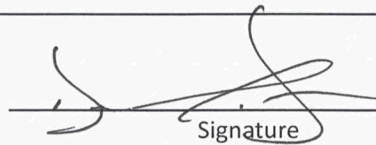
DUMP TRUCKS (2-3)

SMOOTH DRUM COMPACTORS (1)

WATER TRUCK (1)

FORK LIFT / SKIDSTEER w/ Pallets (1)

MISC. PICK UPS & TRAILERS (10)


Signature

STATEMENT OF QUALIFICATIONS

1. Bidder's organization has been in existence as a business under its present name and ownership for 34 years.
2. Bidder's organization has had experience in work comparable to that required under this contract for 30 years.
3. The bidder has performed similar work on the following projects.

	Year	Contract Amount	Type of Work
a.	_____	<u>PLEASE SEE ATTACHMENT</u>	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____

4. Bidder refers to the following for references on the aforementioned projects.

	Name	Phone Number	Location
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____

5. Bank reference:

Yampa Valley Bank: Dave Fleming President

6. Surety reference:

MOUNTAIN WEST Insurance

NOTICE OF AWARD

To: _____

Date: _____

Project: _____

The Owner has considered the bid submitted by you for the above described project in response to its Advertisement for Bids dated _____, 2021.

You are hereby notified that your bid has been accepted for items in the amount of _____.

You are required to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within 10 calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said bonds within 10 days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Date: _____

Date: _____

Name: _____

City of Craig
Owner

By: _____

By: _____

Title: _____

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____

Duran & Pearce Contractors, Inc

as Principal, and National American Insurance Company as
Surety, we hereby held and firmly bound unto the City of Steamboat Springs as OWNER
in the penal sum of 5% of amount bid for the payment of which, well
and truly made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 29th day of April, 2021.

The condition of the above obligation is such that whereas the Principal has submitted
to City of Craig a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing, for
the Downtown/Yampa Avenue Sidewalk Project


NOW THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons performing
labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said BID, than
this obligation shall be void, otherwise the same shall remain in force and
effect; it being expressly understood and agreed that the liability of the Surety
for any and all claims hereunder shall, in no event, exceed the penal amount
of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its BOND shall be in no way impaired or affected by any extension of the time
within which the OWNER may accept such bid; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be


hereto affixed and these presents to be signed by their proper officers, and the day and year first set forth above.



(Principle) Derek Duran, Vice President
Duran & Pearce Contractors, Inc. (L.S.)

National American Insurance Company

(Surety)

By: 

M. Shane Camilletti, Attorney-In-Fact



IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

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

Number: CBB0053839

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; Scott Mayor; Jarad Lyons; Onita DeJulio;
Alisa Corey; Bentley Colbert**

its true and lawful attorney(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 \$4,000,000.00 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

W. Brent LaGere

W. Brent LaGere, Chairman & Chief Executive Officer

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

On this 26th day of September, A.D. 2017, 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.



Janet Taylor

**Notary Public
My Commission Expires April 8, 2022
Commission #02006203**

STATE OF OKLAHOMA)
COUNTY OF LINCOLN) SS:

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 29th day of April, 2021



R. Patrick Gilmore

R. Patrick Gilmore, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: PHONE (A/C, No, Ext): (970) 824-8185 FAX (A/C, No): (970) 824-8188 E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Acuity Insurance Co.</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity Insurance Co.	14184	INSURER B : Pinnacol Assurance	41190	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Duran-Pearce Contractors Inc PO Box 1331 Craig, CO 81626															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			X10002	1/1/2021	1/1/2022	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 250,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 10,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			X10002	1/1/2021	1/1/2022	<table style="width: 100%;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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PROPERTY DAMAGE (Per accident)	\$																		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			X10002	1/1/2021	1/1/2022	<table style="width: 100%;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 7,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$ 7,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 7,000,000	AGGREGATE	\$ 7,000,000								
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AGGREGATE	\$ 7,000,000																		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			4214327	1/1/2021	1/1/2022	<table style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
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E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																		
A	Equipment Floater			X10002	1/1/2021	1/1/2022	<table style="width: 100%;"> <tr> <td>Hired Equipment</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	Hired Equipment	\$ 1,000,000										
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Craig
 300 W. 4th Street
 Craig, CO 81625

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COLORADO DEPARTMENT OF TRANSPORTATION
ANTI-COLLUSION AFFIDAVIT

PROJECT NO.

2540-001

LOCATION

CRAIG, COLORADO

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

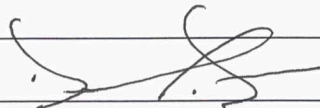
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services to any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name

DURAN & PEARCE CONTRACTORS

By



Date

4-29-21

Title

VP

2nd contractor's firm or company name. (If joint venture.)

By

Date

Title

Sworn to before me this

29th

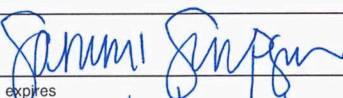
day of,

April

20

21

Notary Public



My commission expires

12/2/2024

NOTE: This document must be signed in ink.

