

BID FORM
Town of New Castle

FOR CONSTRUCTION OF:

Pedestrian Safety Enhancement Project at I-70 Exit 105

DATE: June 26, 2014

OWNER: Town of New Castle
P.O. Box 90
New Castle, CO 81647
(970) 984-2311
Attn: Tom Baker

BIDDER: Name of Bidder Mueller Construction Services, Inc.
Address of Bidder 5032 County Road 154
Glenwood Springs, CO 81601
Phone Number 970-230-9353
Contact Name Joe Mueller

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site and conditions where the Work is to be performed, local labor conditions, and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement with the Owner to perform all work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and bonds, insurance, submittals; and all fees as indicated or specified in the Contract Documents to be performed or furnished by BIDDER for the amount identified and detailed in the BID SCHEDULE and further totaled below ("Bid Proposal Amount"):

TWO MILLION SEVEN HUNDRED EIGHTY EIGHT THOUSAND

EIGHT HUNDRED EIGHTY TWO
(written)

Dollars (\$ *2,788,882*)
(numeric)

DOCUMENTS AND ADDENDA:

The BIDDER submits that he has carefully examined the site of the proposed work and the existing conditions, as well as the drawings and specifications.

Also, he has thoroughly reviewed the proposal form, Instructions to Bidders, General Conditions, Supplementary Conditions, and the Specifications and Drawings, and acknowledges that the

following addenda covering revisions to the drawings and/or specifications, and the cost, if any, of such revisions has been included in the lump sum price quoted.

Addendum No. _____	1	Dated _____	June 16, 2014
Addendum No. _____	2	Dated _____	June 20, 2014
Addendum No. _____	3	Dated _____	June 25, 2014

CHANGES TO THE WORK:

BIDDER agrees to perform all the WORK for the total bid price identified in the "Bid Proposal Amount." If circumstances arise during construction of this project which dictate a change in quantity, then the pricing for that particular portion of the job will be adjusted up or down with the BIDDER'S unit price as included in this Bid Form to the revised quantity required by the construction circumstances or any situation not now anticipated within the design considerations of these plans. Final payment will be based upon count or measurement of items in place upon completion of the project at the units of measure and units prices, with the exception of lump sum items.

For changes not covered by a contract unit price, BIDDER proposes that all such changes ordered to the work which increase the Scope of Work shall be priced in advance of the work and such unit prices will be approved by the Owner prior to commencement of work.

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

By signing and submitting this Bid Proposal, the BIDDER certifies that upon demand, Performance and Labor & Material Payment Bonds can be furnished in amounts sufficient to cover the total proposed cost of the Work.

TIME OF COMMENCEMENT, COMPLETION, AND DAMAGES:

The BIDDER agrees that, if awarded the Contract, the Work will be substantially complete, ready for occupancy by Owner, according to the schedule submitted by BIDDER or within the indicated construction durations specified within the construction documents except for delays caused by Acts of God, neglect of the Owner or the representative of the Owner or other causes beyond the BIDDER's control, and allows for no time due to labor disputes or strikes. Weather (unless severe) is not considered as an excuse for delay of the work.

Time is expressly declared to be of the essence in completion of the Work covered by the Contract Documents. Where additional time is allowed under the Agreement for the Completion of the work, the new time limits shall be of the essence of the Agreement.

GENERAL AGREEMENTS:

The BIDDER agrees to the following:

The BIDDER has had an opportunity to examine the Site of the work and has examined the Contract Documents therefore.

The BIDDER has carefully prepared the bid proposal upon the basis thereof and has carefully examined and checked the Bid Proposal and the materials, equipment and labor required thereunder, the cost thereof, and figures therefore, and hereby states that the amount or amounts set forth in the Bid Proposal is, or are, correct and that no mistake or error has occurred in the Bid Proposal or in the BIDDER's computations upon which the Bid Proposal is based and the BIDDER agrees that no claim for reformation, modification, rescission or correction of the Bid Proposal will be made after the scheduled closing time for the receipt of Bid Proposals.

The BIDDER understands that the Owner reserves the right to reject any or all Bids for any or no reason and to waive any informalities in the bidding.

The BIDDER understands that this Bid shall not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

In preparing the Bid Proposal, the BIDDER has verified and is reasonably assured of the availability of all labor, materials, and products in this document.

The BIDDER has carefully reviewed the Bid Documents in their entirety and has agreed to meet these requirements.

DOCUMENT EXECUTION:

DATED this 26th day of June, 2012

Mueller Construction Services, Inc.

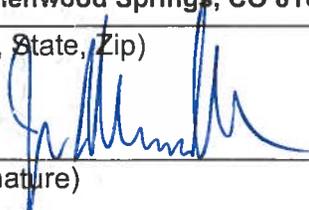
(Name of Firm)

5032 County Road 154

(Street Address)

Glenwood Springs, CO 81601

(City, State, Zip)



(Signature)

Joe Mueller

(Printed Signature)

President

(Title)

Please check as appropriate:

An individual

A Partnership Between:

A Corporation organized under the laws of the State of Colorado

END OF PROPOSAL FORM

ATTACHMENT A
LIST OF MANUFACTURERS / SUBCONTRACTORS

For each item listed below, provide the name of the manufacturer or subcontractor included in your base bid price. **Any changes in the providers listed below can be made only with the approval of the Owner.**

Name of Subcontractor /Manufacturer	Work Item to be Completed %of Subcontractor/manufacturer	Value
Traffic Control	A-1 TRAFFIC CONTROL	
Asphalt Paving	FRONTIER	
Pile Driving	WH ENWIDENING	
Concrete Construction		
Pre-fabricated Bridges	BIG R	

End of Attachment A

**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
201-00000	CLEARING & GRUBBING	1	LS	<u>50,000.00</u> (Numbers)	<u>50,000</u> (Numbers)
202-00027	REMOVAL OF RIP RAP	75	SY	<u>45.00</u> (Numbers)	<u>3,375</u> (Numbers)
202-00204	REMOVAL OF CURB AND GUTTER AND SIDEWALK	10	LF	<u>41.00</u> (Numbers)	<u>410.</u> (Numbers)
202-01000	REMOVAL OF FENCE	170	LF	<u>10.00</u> (Numbers)	<u>1,700</u> (Numbers)
202-01130	REMOVAL OF GUARDRAIL TYPE 3	280	LF	<u>10.00</u> (Numbers)	<u>2,800</u> (Numbers)
203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	65	CY	<u>12.00</u> (Numbers)	<u>780</u> (Numbers)
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	5210	CY	<u>54.00</u> (Numbers)	<u>281,340</u> (Numbers)
206-00000	STRUCTURE EXCAVATION	1035	CY	<u>28.00</u> (Numbers)	<u>28,980</u> (Numbers)
206-00100	STRUCTURE BACKFILL (CLASS 1)	1470	CY	<u>45.00</u> (Numbers)	<u>66,150</u> (Numbers)
206-00360	MECHANICAL REINFORCEMENT OF SOIL	1010	CY	<u>20.00</u> (Numbers)	<u>20,200</u> (Numbers)
206-01781	SHORING (AREA 1)	1	LS	<u>50,000.00</u> (Numbers)	<u>50,000</u> (Numbers)
206-01782	SHORING (AREA 2)	1	LS	<u>50,000.00</u> (Numbers)	<u>50,000</u> (Numbers)
206-01783	SHORING (AREA 3)	1	LS	<u>40,000.00</u> (Numbers)	<u>40,000</u> (Numbers)
206-01784	SHORING (AREA 4)	1	LS	<u>30,000.00</u> (Numbers)	<u>30,000</u> (Numbers)
207-00205	TOPSOIL - RESPREAD EXISTING	900	CY	<u>14.50</u> (Numbers)	<u>13,050</u> (Numbers)
207-00210	TOPSOIL - STOCKPILE	900	CY	<u>7.00</u> (Numbers)	<u>6,300</u> (Numbers)
208-00020	SILT FENCE	1650	LF	<u>6.00</u> (Numbers)	<u>9,900</u> (Numbers)
208-00045	CONCRETE WASHOUT STRUCTURE	1	EA	<u>1,000.00</u> (Numbers)	<u>1,000</u> (Numbers)

**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
208-00070	VEHICLE TRACKING PAD	6	EA	<u>850.00</u> (Numbers)	<u>5,100</u> (Numbers)
208-00103	REMOVE AND DISPOSE OF SEDIMENT (LABOR)	20	HOUR	<u>45.00</u> (Numbers)	<u>900</u> (Numbers)
208-00105	REMOVE AND DISPOSE OF SEDIMENT (EQUIPMENT)	20	HOUR	<u>75.00</u> (Numbers)	<u>1,500</u> (Numbers)
208-00205	EROSION CONTROL SUPERVISOR	60	HOUR	<u>100.00</u> (Numbers)	<u>6,000</u> (Numbers)
210-01000	RESET FENCE	170	LF	<u>17.00</u> (Numbers)	<u>2,890</u> (Numbers)
210-00815	RESET SIGN PANEL	1	EA	<u>600.00</u> (Numbers)	<u>600</u> (Numbers)
210-00810	RESET GROUND SIGN	2	EA	<u>100.00</u> (Numbers)	<u>200.</u> (Numbers)
212-00006	SEEDING (NATIVE)	0.8	ACRE	<u>2,500.00</u> (Numbers)	<u>2,000</u> (Numbers)
213-00004	MULCHING (WEED FREE STRAW)	0.8	ACRE	<u>4,500.00</u> (Numbers)	<u>3,600</u> (Numbers)
304-06000	AGGREGATE BASE COURSE (CLASS 6)	250	TON	<u>36.00</u> (Numbers)	<u>9,000</u> (Numbers)
403-34721	HOT MIX ASPHALT (GRADING SX) (PG 64-22)	150	TON	<u>130.00</u> (Numbers)	<u>19,500</u> (Numbers)
420-00000	GEOMEMBRANE	640	SY	<u>11.00</u> (Numbers)	<u>7,040</u> (Numbers)
502-11274	STEEL PILING (HP 12X74)	790	LF	<u>110.00</u> (Numbers)	<u>86,900</u> (Numbers)
502-00460	PILE TIP	24	EA	<u>125.00</u> (Numbers)	<u>3,000</u> (Numbers)
504-04410	BLOCK FACING	4090	SF	<u>33.50</u> (Numbers)	<u>137,015</u> (Numbers)
506-00005	RIPRAP (SPECIAL) (RE-LAY RIPRAP)	75	SY	<u>50.00</u> (Numbers)	<u>3,750</u> (Numbers)
506-00206	RIPRAP (6 INCH)	4	CY	<u>450.00</u> (Numbers)	<u>1,800</u> (Numbers)
514-00200	PEDESTRIAN RAILING (STEEL)	36	LF	<u>60.00</u> (Numbers)	<u>2,160</u> (Numbers)

**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
514-01030	BIKEWAY RAILING (TIMBER)	230	LF	<u>84.00</u> (Numbers)	<u>19,320</u> (Numbers)
601-03040	CONCRETE CLASS D (BRIDGE)	240	CY	<u>500.00</u> (Numbers)	<u>120,000</u> (Numbers)
601-03050	CONCRETE CLASS D (WALL)	37	CY	<u>1,500.00</u> (Numbers)	<u>55,500</u> (Numbers)
602-00020	REINFORCING STEEL (EPOXY COATED)	43230	LB	<u>1.80</u> (Numbers)	<u>77,814</u> (Numbers)
603-10240	24" CORRUGATED STEEL PIPE	122	LF	<u>42.00</u> (Numbers)	<u>5,124</u> (Numbers)
603-50008	8 INCH PLASTIC PIPE	300	LF	<u>25.00</u> (Numbers)	<u>7,500</u> (Numbers)
604-19000	INLET SPECIAL (8 INCH)	6	EA	<u>700.00</u> (Numbers)	<u>4,200</u> (Numbers)
604-19000	INLET SPECIAL (CURB INLET W/CHANNEL AND GRATE DRAIN)	1	EA	<u>4,000.00</u> (Numbers)	<u>4,000</u> (Numbers)
606-01340	END ANCHORAGE TYPE D	4	EA	<u>900.00</u> (Numbers)	<u>3,600</u> (Numbers)
606-02003	END ANCHORAGE (NON FLARED)	2	EA	<u>2,500.00</u> (Numbers)	<u>5,000</u> (Numbers)
606-02003	END ANCHORAGE (NON FLARED) (SPECIAL)	2	EA	<u>2,500.00</u> (Numbers)	<u>5,000</u> (Numbers)
607-00000	LINE POST	10	EA	<u>108.00</u> (Numbers)	<u>1,080</u> (Numbers)
607-00005	END POST	5	EA	<u>800.00</u> (Numbers)	<u>4,000</u> (Numbers)
607-00010	CORNER AND LINE BRACE POST	5	EA	<u>950.00</u> (Numbers)	<u>4,750</u> (Numbers)
607-11350	DEER FENCE	30	LF	<u>40.00</u> (Numbers)	<u>1,200</u> (Numbers)
608-00000	CONCRETE SIDEWALK	2	SY	<u>1,100.00</u> (Numbers)	<u>2,200</u> (Numbers)
608-00015	DETECTABLE WARNINGS	80	SF	<u>50.00</u> (Numbers)	<u>4,000</u> (Numbers)
608-00026	CONCRETE BIKEWAY (6 INCH)	10	LF	<u>150.00</u> (Numbers)	<u>1,500</u> (Numbers)
609-21900	CURB AND GUTTER TYPE 2 (SPECIAL)	10	LF	<u>75.00</u> (Numbers)	<u>750</u> (Numbers)

**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
613-00075	3/4 INCH ELECTRICAL CONDUIT	1210	LF	<u>12.00</u> (Numbers)	<u>14,520</u> (Numbers)
613-00150	1-1/2 INCH ELECTRICAL CONDUIT	580	LF	<u>36.00</u> (Numbers)	<u>20,880</u> (Numbers)
613-00200	2 INCH ELECTRICAL CONDUIT	750	LF	<u>20.00</u> (Numbers)	<u>15,000</u> (Numbers)
613-00206	2 INCH ELECTRICAL CONDUIT (BORED)	100	LF	<u>70.00</u> (Numbers)	<u>7,000</u> (Numbers)
613-10000	WIRING	1	LS	<u>15,000.00</u> (Numbers)	<u>15,000</u> (Numbers)
613-16025	LUMINAIRE (SPECIAL) (LED) (STEP LIGHT)	64	EA	<u>570.00</u> (Numbers)	<u>36,480</u> (Numbers)
613-30005	LIGHT STANDARD AND LUMINAIRE (PEDESTRIAN)	7	EA	<u>3,500.00</u> (Numbers)	<u>24,500</u> (Numbers)
613-	LOW VOLTAGE POWER SUPPLY	6	EA	<u>633.00</u> (Numbers)	<u>3,798.00</u> (Numbers)
613-40010	LIGHT STANDARD FOUNDATION	7	EA	<u>250.00</u> (Numbers)	<u>1,750</u> (Numbers)
613-50100	LIGHTING CONTROL CENTER	1	EA	<u>14,000.00</u> (Numbers)	<u>14,000</u> (Numbers)
614-00011	SIGN PANEL (CLASS I)	52	SF	<u>25.00</u> (Numbers)	<u>1,300</u> (Numbers)
614-00615	STEEL SIGN POST (W 6X15)	31	LF	<u>60.00</u> (Numbers)	<u>1,860</u> (Numbers)
614-01512	STEEL SIGN SUPPORT (2-INCH ROUND)(POST)	150	LF	<u>11.00</u> (Numbers)	<u>1,650</u> (Numbers)
614-03002	CONCRETE FOOTING (TYPE 2)	2	EA	<u>1,700.00</u> (Numbers)	<u>3,400</u> (Numbers)
620-00020	SANITARY FACILITY	1	EA	<u>1,000.00</u> (Numbers)	<u>1,000</u> (Numbers)
625-00000	CONSTRUCTION SURVEYING	1	LS	<u>30,000.00</u> (Numbers)	<u>30,000</u> (Numbers)
626-00000	MOBILIZATION	1	LS	<u>131,134</u> 110,119.00 (Numbers)	<u>131,134</u> 110,119 (Numbers)
627-30305	PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (WORD-SY	37	LF	<u>100.00</u> (Numbers)	<u>3,700</u> (Numbers)

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**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
627-30310	PREFORMED PLASTIC PAVEMENT MARKING (60 MIL) (XWALK-S'	352	SF	<u>16.00</u> (Numbers)	<u>5,632</u> (Numbers)
628-00030	BRIDGE GIRDER AND DECK UNIT (30 FEET TO 35 FEET)	1	EA	<u>41,000.00</u> (Numbers)	<u>41,000</u> (Numbers)
628-00040	BRIDGE GIRDER AND DECK UNIT (40 FEET TO 45 FEET)	1	EA	<u>51,000.00</u> (Numbers)	<u>51,000</u> (Numbers)
628-00150	BRIDGE GIRDER AND DECK UNIT (150 FEET TO 155 FEET)	1	EA	<u>290,000.00</u> (Numbers)	<u>290,000</u> (Numbers)
628-00200	BRIDGE GIRDER AND DECK UNIT (200 FEET TO 205 FEET)	1	EA	<u>300,000.00</u> (Numbers)	<u>300,000</u> (Numbers)
628-00210	BRIDGE GIRDER AND DECK UNIT (210 FEET TO 215 FEET)	1	EA	<u>355,000.00</u> (Numbers)	<u>355,000</u> (Numbers)
630-00000	FLAGGING	100	HOUR	<u>28.50</u> (Numbers)	<u>2,850</u> (Numbers)
630-00007	TRAFFIC CONTROL INSPECTION	40	DAY	<u>175.00</u> (Numbers)	<u>7,000</u> (Numbers)
630-00012	TRAFFIC CONTROL MANAGEMENT	18	DAY	<u>540.00</u> (Numbers)	<u>9,720</u> (Numbers)
630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	7	EA	<u>170.00</u> (Numbers)	<u>1,190</u> (Numbers)
630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	15	EA	<u>28.00</u> (Numbers)	<u>420</u> (Numbers)
630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	60	EA	<u>37.00</u> (Numbers)	<u>2,220</u> (Numbers)
630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANE	5	EA	<u>1,000.00</u> (Numbers)	<u>5,000</u> (Numbers)
630-80359	PORTABLE MESSAGE SIGN PANEL	28	DAY	<u>90.00</u> (Numbers)	<u>2,520</u> (Numbers)
630-80360	DRUM CHANNELIZING DEVICE	240	EA	<u>12.00</u> (Numbers)	<u>2,880</u> (Numbers)
700-70010	F/A MINOR CONTRACT REVISIONS	1	FA	<u>100,000.00</u> (Numbers)	<u>100,000</u> (Numbers)
700-70380	F/A EROSION CONTROL	1	FA	<u>10,000.00</u> (Numbers)	<u>10,000.</u> (Numbers)

**Bid Schedule
Town of New Castle
Pedestrian Safety Enhancement Project**

<u>CONTRACT ITEM#</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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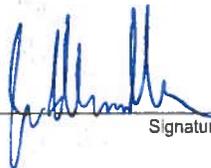
TOTAL BASE BID: 2,788,882⁰⁰

TWO MILLION SEVEN HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED EIGHTY TWO
(Written)

Submitted by: Mueller Construction Services, Inc
Company

5032 CR 154, Glenwood Springs, CO 81601
Address

Submitted by: Joe Mueller
Please type or print



President

Signature/Title of Authorized Personnel

Date of Bid: June 26, 2014

ADDENDUM ORDER

ORDER NO. 1
DATE: June 16, 2014
BID DATE: June 20, 2014

NAME OF PROJECT: Pedestrian Safety Enhancement Project at I-70 Exit 105

OWNER: Town of New Castle

ENGINEER: SGM, Inc

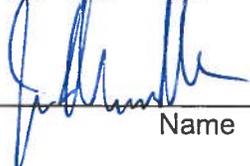
The following changes are hereby made to the CONTRACT DOCUMENTS:

1. The Bid date is hereby extended to June 26th, 2014 at same time and location stated previously.
2. Retainage for project to be changed to 5% instead of 10%
3. Note S2. Sheet 13, change to read: "All additional traffic control work in excess of that identified in the traffic control plan and summary of approximate quantities shall not be paid for separately, but shall be incidental to the project."
4. R-value in PSP and notes on sheet 13
5. ADA detectable warning to be full width, not 6" inset each side, quantity changed on bid schedule.
6. Embankment R-value of trail and MSE walls as stated on page 13 of plans. Eliminate from PSP section.
7. The Project Special Provisions section of the project manual has been updated in its entirety. Please replace that particular section with the section that is attached.
8. Concrete decks on bridges are tapered from 4 ½" to 2 ½" depth, see sheet B5
9. Quantity for MSE wall facing should be 4090 sf for walls, none for trail.
10. Coping to be paid for under concrete and reinforcing steel quantities. Steel is epoxy coated as indicated in wall details
11. All reinforcing steel to be paid for under item 602. All reinforcing steel is epoxy coated except for the pile tension ties welded to the piles indicated in the pile tension tie detail,

page B10. Pile tension ties to be" incidental to" and "paid for" with piles.

12. Pile tension ties apply to all piles and will be paid for with the piles, not as reinforcement.
13. Geomembrane quantity is 640 square yards not 64.
14. Topsoil stockpile quantity has been added: 900 cy. Anticipate that contractor will windrow topsoil from work areas and respread.
15. SGM and the 3rd party inspector will both be present and verify adequacy of bridge placement prior to reopening I-70 to traffic.
16. Given the quantity changes/revisions, note that a new bid schedule has been attached to replace the existing one in the project manual.
17. The warranty period for this project is 1 year for general improvements and 2 years for revegetation. At the Town's discretion, a warranty inspection will be held during the sixty (60) calendar days prior to the expiration of the one-year warranty period. Contractor agrees to provide an authorized representative at such inspection to represent the Contractor's interests. All defects identified during the inspection shall be corrected at Contractor's expense at the direction of the Owner in a timely manner. Corrective work shall commence within ten (10) calendar days after written notice to Contractor.

ADDENDUM ACKNOWLEDGED BY:



Name



Date

PREPARED BY:

Jeff Simonson and John Partch

List of Attachments:

- 1- Project Special Provisions (replaced in its entirety)
- 2- Summary of Quantities Sheet
- 3- Revised Bid Schedule

ADDENDUM ORDER

ORDER NO. 2
DATE: June 20, 2014
BID DATE: June 26, 2014

NAME OF PROJECT: Pedestrian Safety Enhancement Project at I-70 Exit 105

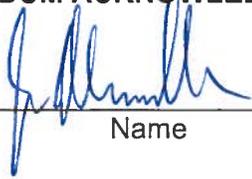
OWNER: Town of New Castle

ENGINEER: SGM, Inc

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. Under the Project Special Provisions, Item 2 on sheet 2 should be revised to read: "The project consists of the construction of 3 pedestrian bridges and trail from US Hwy 6 and 24, south to Garfield County Road 335 adjacent to the Interstate 70, Exit 105 Spur road. One bridge will be a single span bridge across UPRR tracks, another will be a second single span bridge across I-70 east bound and west bound lanes and the third will be a 3 span bridge across the Colorado River. Appurtenant work includes, but is not limited to pile driving, abutments, MSE walls, earthwork, lighting and drainage as described in the drawings and project manual."
2. For the 8" plastic drain pipes shown on sheets 16-18 and 30-32, the 8" drain pipe shall be 8" Schedule 40 PVC pipe with ring tight gasketed joints. From the bridge deck down the face of the abutment, piers and MSE walls, the pipe shall be anchored to the abutment or wall using one hanger per joint of pipe or per each change in direction. Use fittings (PVC) as necessary to accomplish alignment to the discharge point noted in plan. Once at the bottom of abutment and/or MSE walls, bury pipe with a minimum of 12" of cover to discharge point. The drain pipe quantity noted in the SAQ sheets should include all pipe hangers and fittings necessary to accomplish construction.
3. The deck slab depth discussed in Addenda 1 shall be revised to note that the slab shall be a minimum of 4 ½" thick with #4 bars at 12" o.c. each way. Attached hereto is a revised Summary of Quantities sheet, Pedestrian Bridge General Notes, Superstructure Details, and Bid Schedule for concrete and reinforcing steel to reflect this clarification.

ADDENDUM ACKNOWLEDGED BY:



Name



Date

PREPARED BY:

Jeff Simonson and John Partch

List of Attachments:

- 1- Summary of Quantities Sheet
- 2- Revised Sheet 29 and Sheet 33
- 3- Revised Bid Schedule

ADDENDUM ORDER

ORDER NO. 3
DATE: June 25, 2014
BID DATE: June 26, 2014

NAME OF PROJECT: Pedestrian Safety Enhancement Project at I-70 Exit 105

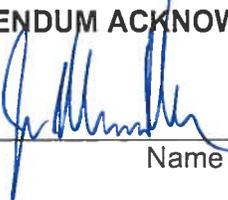
OWNER: Town of New Castle

ENGINEER: SGM, Inc

The following changes are hereby made to the CONTRACT DOCUMENTS:

1. The Guard Rail Removal quantity (contract item #202-01130) on the SAQ sheet and the Bid Schedule has been revised from 70 lf to 280 lf. Attached hereto is a revised Summary of Quantities sheet and Bid Schedule to reflect this clarification.

ADDENDUM ACKNOWLEDGED BY:



Name

6/26/2014

Date

PREPARED BY:

Jeff Simonson and John Partch

List of Attachments:

- 1- Summary of Quantities Sheet
- 2- Revised Bid Schedule

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Mueller Construction Services, Inc.

is a **Corporation** formed or registered on 09/14/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051347036.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/03/2013 that have been posted, and by documents delivered to this office electronically through 05/06/2013 @ 10:27:01.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/06/2013 @ 10:27:01 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8532984.



A handwritten signature in cursive script, reading "Scott Gessler".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site 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 Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Mueller Construction Services, Inc.

5032 CR 154, Glenwood Springs, CO 81601 as Principal, and

Contractors Bonding & Insurance Company as Surety, are hereby

held and firmly bound unto Town of New Castle as OWNER

in the penal sum of Ten Percent (10%) of Total Amount Bid

_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 26th day of June, 2014.

The Condition of the above obligation is such that whereas the Principal has submitted to _____

Town of New Castle a certain BID, attached hereto

and hereby made a part hereof to enter into a contract in writing, for the _____

Pedestrian Safety Enhancement Project at I-70 Exit 105

NOW, THEREFORE,

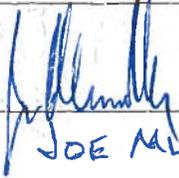
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the 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,

then 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.

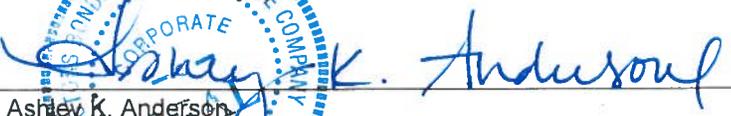
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the 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, the day and year first set forth above.

Mueller Construction Services, Inc. _____ (L.S.)
Principal

By:  _____ PRESIDENT
JOE MUELLER

Contractors Bonding & Insurance Company _____
Surety

By:  _____ Attorney-in-Fact
Ashley K. Anderson



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.



Contractors Bonding and Insurance Company
 3101 Western Ave., Suite 300
 Seattle, WA 98121

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Timothy J. Blanchard, Ashley K. Anderson, Jonathan B. Land, Brian M. Mayer, jointly or severally.

in the City of Denver, State of Colorado its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of December, 2012.

State of Washington }
 County of King } SS



Contractors Bonding and Insurance Company

Roy C. Die Vice President

On this 21st day of December, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 26 day of June, 2014.

Joseph B. Muller
 Joseph B. Muller Notary Public

Contractors Bonding and Insurance Company
Roy C. Die Vice President

