

**SPECIFICATIONS**

**AND**

**CONTRACT DOCUMENTS**

**FOR**

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

**MARCH 2019**

OWNER:  
TOWN OF JOHNSTOWN  
450 S. PARISH ST.  
JOHNSTOWN, CO 80534

**IMPORTANT**

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

- This project must be completed on or before July 1<sup>ST</sup> 2019.
- All bids shall specify the anticipated starting and completion dates.
- A non-mandatory pre-bid meeting will be held at 450 S Parish Street, Johnstown, Colorado on March 20<sup>th</sup> 2019 at 1:00 p.m.
- Failure to complete the work prior to the above stated date will result in liquidated damages of five hundred dollars (\$500.00) per day. Said liquidated damages shall be deducted from the total bid price.
- Questions regarding the 2019 Street overlay Project should be directed to:

Mr. Marco Carani  
Public Works Director  
450 S.Parish Street  
Johnstown, CO 80534  
970-587-4664



**ADVERTISEMENT FOR BIDS**

The Town of Johnstown, Colorado will receive sealed bids for the following project:

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

Bids will be received by the Town Clerk at 450 S. Parish Street, Johnstown, Colorado, until **2:00 p.m.** on **March 28<sup>th</sup>, 2019** at which time said bids will be publicly opened in the Town Hall Conference room

Copies of the contract documents may be obtained at the Town Clerk's Office, 450 S. Parish Street, Johnstown, Colorado 80534. A non-mandatory pre-bid meeting will be held at 450 S. Parish Street, Johnstown, Colorado on **March 20<sup>th</sup> 2019** at 1:00 p.m.

The Johnstown Board of Trustees reserves the right to reject any or all bids, to waive any informalities in bids, and to accept the bid that is in the best interests of the Town of Johnstown, Colorado.

**TOWN OF JOHNSTOWN, COLORADO**

## INFORMATION FOR BIDDERS

Bids will be received by the Town Clerk of Johnstown, Colorado (herein called the "Town"), at Johnstown Town Hall, 450 S.Parish, Johnstown, CO 80534 until 2:00 p.m. March 28<sup>th</sup> , 2019, and then at said place publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to:

Town Clerk  
Town of Johnstown  
450 S. Parish  
Johnstown, CO 80534

Each sealed envelope containing a bid must be plainly marked on the outside as bid for

### **2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to: Town Clerk, Town of Johnstown, 450 S. Parish St., Johnstown, CO 80534.

All bids must be made on the required bid form. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. A bid bond, certified check, or money order equaling 5% of the bid amount is required.

The Town may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 14 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule(s) by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work of the nature of the work to be done.

A non-mandatory Pre-Bid meeting will be held at 1:00 p.m. on March 20<sup>th</sup> at 450 S.Parish, Johnstown, CO.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the

Town or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

You are required by the Information for Bidders to execute the Agreement and furnish Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of the Notice of Award to you. If you fail to execute said Agreement and to furnish said Certificates of Insurance and Bonds within ten (10) days from the date of the Notice of Award, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned. The Town will be entitled to such other rights as may be granted by law.

The Town within seven (7) days of receipt of Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Town not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Town.

The Notice to Proceed shall be issued within seven (7) days of the execution of the Agreement by the Town. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Town and the contractor. If the Notice to Proceed has not been issued within the seven (7) day period or within the period mutually agreed upon, the contractor may terminate the Agreement without further liability on the part of either party.

The Town may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The Town reserves the right to reject any conditional or qualified bid.

The contractor shall commence work not later than ten (10) calendar days after date of the Notice to Proceed issued by the Town to the contractor and shall complete the work as specified, within the time specified. In the event no written Notice to Proceed is issued by the Town, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be prosecuted in an orderly and diligent manner. The contractor shall cooperate with, and conform to, the request of the Town to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the contractor's operations is deemed advisable by the Town.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and informing himself of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract or documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, and other matters relevant to the work both above and below ground. The Town shall not be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the forgoing shall in no way relieve any bidder from any obligation in respect to his bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the Town of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Town.

The successful bidder will provide the Town of Johnstown Public Works Director with a current list of references of previous work performed in this field.

**IMPORTANT**

**NON-COLLUSION STATEMENT**

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He is the \_\_\_\_\_ (owner, partner, officer, representative or agent) of \_\_\_\_\_, the bidder that has submitted the attached bid;
  
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
  
- (3) Such bid is genuine and is not a collusive or sham bid;
  
- (4) Neither the said bidder nor any of its officers, partners , owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the Town of Johnstown or any person interested in the proposed contract; and
  
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners employees, or parties in interest including this affiant.

Signed:

\_\_\_\_\_

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, A.D, 2019.

My Commission expires: \_\_\_\_\_

Notary Public



**TOWN OF JOHNSTOWN  
2019 STREET OVERLAY PROJECT  
INSTRUCTIONS TO BIDDERS**

- All bids shall specify the anticipated starting and completion dates.
- All bids tendered shall be accompanied by a bid deposit (bid bond, certified check or money order) equal to five percent (5%) of the total bid. Said sum shall be returned to the successful bidder upon execution of contract. Should the successful bidder fail or refuse to execute contract upon award, said sum shall be forfeited to the Town. Said deposits shall be forthwith returned to all unsuccessful bidders.
- **The successful bidder will be required to furnish the following bonds and insurance coverages, or approved substitutes, in lieu thereof:**

**Required / Not Required**

1. Performance bond, conditioned upon satisfactory and timely completion of the project – 100% of bid amount.

**Required / Not Required**

2. Mechanics and materialmen's bonds, conditioned upon satisfactory and timely payment of all amounts lawfully due to suppliers of labor and material upon said project – 100% of bid amount.

**Required / Not Required**

3. Warranty bond, conditioned upon timely repair of defects and unworkmanlike performance in said project, for a period of one (1) year after completion thereof –   5  % of bid amount.

**Required / Not Required**

4. Proof of workman's compensation insurance coverage, in conformity with Colorado law, in respect of all persons to be employed on said project, including sub-contractors.

**Required / Not Required**

5. Proof of public liability insurance coverage to include bodily injury and property damage equal to or greater than (refer to attached insurance requirements). Said insurance will remain in full force and effect during the term of the contract (Town to be named as an additional insured).

**Required / Not Required**

6. Miscellaneous:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Required / Not Required**

7. Liquidated damages will be charged at **\$500.00** per day for non-performance of delivery on or before agreed date.

**Required / Not Required**

8. Before final payment all lien waivers on materials and labor will be supplied to Town Clerk.

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**  
**BID PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "bidder"), organized and existing under the laws of the Town of Johnstown, Colorado, doing business as \* \_\_\_\_\_ to the Town of Johnstown (hereinafter called "Town")

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **2000 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before the date specified. Bidder further agrees to pay liquidated damages as set forth in the bidding documents.

Bidder acknowledges receipt of the following Addendum:

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

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents for the following lump sum:

**PLEASE INDICATE BID AMOUNTS ON BID SCHEDULE SHEETS.**

\*Insert "a Corporation", "a Partnership", or "an Individual" as applicable.

BID PROPOSAL

SCHEDULE "A"

(Jays Avenue. Greeley to 6<sup>th</sup> st.)

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
1.	2" Hot bituminous paving overlay	TON	400		
2.	2" Rotomill	S.Y.	3,556		
3.	Remove and replace Handicap ramps	EA	6		
4.	Adjust valve box	EA	8		
5.	Adjust Manhole/remove concrete collar	EA	4		
6.	Traffic Control	L.S.	1		
7.	Mobilization	L.S.	1		
8.					
9.					
10.					
11.					
12.					

TOTAL BID FOR SCHEDULE "A" IN WORDS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_).

SUBMITTED BY:

COMPANY NAME:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

BID PROPOSAL

**SCHEDULE "B"**  
**(4<sup>th</sup> st Telep to Greeley )**

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
1.	2" Hot bituminous paving overlay	TON	1100		
2.	2"Rotomill	S.Y.	9,100		
3.	Remove and replace Handicap ramps	EA	6		
4.	Adjust valve box	EA	10		
5.	Adjust Manhole	EA	6		
6.	Traffic Control	L.S.	1		
7.	Mobilization	L.S.	1		
8.					
9.					
10.					
11.					
12.					

TOTAL BID FOR SCHEDULE "B" IN WORDS:

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\_\_\_\_\_ ( \$ \_\_\_\_\_ ).

SUBMITTED BY:

COMPANY NAME:

---

SIGNATURE:\_\_\_\_\_

TITLE:

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BID PROPOSAL

**SCHEDULE "C"**  
**( Hawthorne Avenue Woodbine to end )**

NO.	ITEM	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	Full depth asphalt removal @ 8"	S.Y.	1,750		
2	Class 6 road base 12 inches	C.Y.	600		
3	Geogride-5811	S.Y.	1750		
4	Scarify and recompact	S.Y.	1750		
5	Hot Bituminous Asphalt. 6 inches	Ton	600		
6	Remove/replace curb, gutter and sidewalk combo	SF	1500		
7	Adjust valve box	EA	4		
8	Adjust Manhole	EA	2		
9	Traffic Control	L.S.	1		
1	Mobilization	L.S.	1		
1	Erosion Control	L.S.	1		
1					
1					
1					
1					

TOTAL BID FOR SCHEDULE "C" IN WORDS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_).

SUBMITTED BY:

COMPANY NAME:

\_\_\_\_\_

SIGNATURE:

\_\_\_\_\_

TITLE:

\_\_\_\_\_

**BID BOND**

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

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ Surety, are hereby

held and firmly bound unto the Town of Johnstown in the penal sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_) for the payment of which, well and

truly to be made, we hereby jointly and severally bind ourselves, successors and

assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

The condition of the above obligations is such that whereas the Principal has submitted to the Town of Johnstown a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the

**2000 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM**

NOW THEREFORE,

(A) If said bid shall be rejected, or in the alternate,

(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, 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 by any extension of the time within which the Town may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunder 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.

By: \_\_\_\_\_.  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_.

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROJECT DESCRIPTION:  
2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

The Town, represented by the undersigned, has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated \_\_\_\_\_, 2019. You are hereby notified that your bid has been accepted for **2000 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM** in the amount of

\_\_\_\_\_  
\_\_\_\_\_) (\$  
\_\_\_\_\_).

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance and Performance and Payment Bonds within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificates and bonds within ten (10) days from the date of this Notice, said Town will be entitled to consider all your rights arising out of the Town's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Town 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 Town.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

The Town of Johnstown  
(TOWN)

By: \_\_\_\_\_

Title: \_\_\_\_\_



**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged  
by \_\_\_\_\_ this the  
\_\_\_\_\_ day of \_\_\_\_\_, 2019.

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the Town of Johnstown and \_\_\_\_\_ hereinafter called "Contractor".

WINESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The contractor will commence and complete the construction of **2000 TOWN OF JOHNSTOWN OF STREET IMPROVEMENTS PROGRAM**
2. The contractor shall furnish all material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The contractor shall commence and complete the work required by the Contract Documents within the time stated unless the period for completion is extended otherwise by the Contract Documents.
4. The contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the sum of \_\_\_\_\_ (\_\_\_\_\_) for the **2000 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM.**
5. The term "Contract Documents" means and includes the following:
  - (A) Advertisement for Bids
  - (B) Information for Bidders
  - (C) Non-Collusion Statement
  - (D) Bid Proposal Sheets
  - (E) Bid Bond
  - (F) Notice of Award
  - (G) Acceptance of Notice of Award
  - (H) Agreement
  - (I) Performance Bond
  - (J) Payment Bond
  - (K) Insurance Requirements
  - (L) Notice to Proceed
  - (M) Acceptance of Notice to Proceed
  - (N) Change Order

(O) Addendum

No. \_\_\_\_\_, dated \_\_\_\_\_, 2000

No. \_\_\_\_\_, dated \_\_\_\_\_, 2000

(P) Notice of Contractor's Settlement

(Q) Final Receipt and Guarantee

6. Final payment shall be made to the contractor within 30 days of final walk through and clean-up.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement, each of which shall be deemed an original on the date first written above.

THE TOWN OF JOHNSTOWN  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
BY \_\_\_\_\_  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

ATTEST:  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

ATTEST  
NAME \_\_\_\_\_  
TITLE \_\_\_\_\_

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Johnstown Town Attorney

APPROVED AS TO SUBSTANCE:  
  
\_\_\_\_\_  
Johnstown Town Manager

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

Firm \_\_\_\_\_  
Address \_\_\_\_\_

a \_\_\_\_\_, hereinafter referred to as “Principal” and  
Individual, Partnership or Corporation

Name of Surety \_\_\_\_\_  
Address of Surety \_\_\_\_\_

hereinafter referred to as “Surety” are held and firmly bound unto the Town of  
Johnstown, 450 S.Parish, Johnstown, Colorado 80534, hereinafter referred to as  
“Town”, in the penal sum of \_\_\_\_\_

( \$ \_\_\_\_\_ ) in lawful money of the United States, for the payment of which sum  
well and truly to be made, we bind ourselves, successors, and assigns, jointly, severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered  
into a certain Contract with the Town, dated the \_\_\_\_ day of \_\_\_\_\_, 2019, a copy  
of which is hereto attached and made a part hereof for the construction of:

**2019 TOWN OF JOHNNSTOWN STREET IMPROVEMENTS PROGRAM**

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said contract  
during the original term thereof, and any extensions thereof which may be granted by  
the Town, with or without notice to the Surety and during the one-year guarantee  
period, and if he shall satisfy all claims and demands incurred under such contract, and  
shall fully indemnify and save harmless the Town from all costs and damages which it  
may suffer by reason of failure to do so, and shall reimburse and repay the Town all  
outlay and expense which the Town may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration or addition to the terms of the  
contract or to work to be performed thereunder or the specifications accompanying the  
same shall in any ways affect its obligation on this bond, and it does hereby waive  
notice of any such change, extension of time, alteration or addition to the terms of the  
contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

INWITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

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.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

Firm \_\_\_\_\_  
Address \_\_\_\_\_

a \_\_\_\_\_ hereinafter referred to as "Principal" and  
Individual, Partnership or Corporation

Name of Surety \_\_\_\_\_  
Address of Surety \_\_\_\_\_

hereinafter referred to as "Surety", are held and firmly bound unto the Town of  
Johnstown, S.Parish St., Johnstown, Colorado, 80534, hereinafter referred to as  
"Town", in the penal sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) in a lawful money  
of the United States, for the payment of which sum will and truly to be made, we bind  
ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with the Town, dated the \_\_\_\_ day of \_\_\_\_\_, 2019, a  
copy of which is hereto attached and made a part hereof for the construction of:

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

NOW, THEREFORE, if the Principal shall, during the entire length of said contract and  
any extension thereof, promptly make payment to all persons, firms, subcontractors,  
and corporations furnishing materials for or performing labor in the prosecution of the  
work provided for in such contract, and any authorized extension or modification  
thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke,  
repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such work, and all insurance premiums on said work, and for all labor  
performed in such work whether by subcontractor or otherwise, then this obligation  
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that said Surety, for value received hereby stipulates and  
agrees that no change, extension of time, alteration, or addition to the terms of the  
contract or to the work or to be performed thereunder or the specifications  
accompanying the same shall in any way affect its obligation on time, alteration or  
addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Town and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal Secretary

By \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Surety Secretary

\_\_\_\_\_  
Surety

(SEAL)

\_\_\_\_\_  
Witness as to Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

NOTE: Date of bond must not be prior to date of contract. If contractor is a partnership, all partners should execute bond.

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.

## INSURANCE REQUIREMENTS

The contractor shall secure and maintain such insurance policies as will protect himself, his subcontractors, and the Town of Johnstown, from claims for bodily injuries, death or property damage, which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone employed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Workmen's Compensation
  
- (b) Commercial General Liability
  - General Aggregate \$1,200,000
  - Products/ \$1,200,000
  - (Completed Operations
  - Aggregate)
  - Each Occurrence \$600,000
  - Personal & Advertising Injury \$600,000
  - Fire Damage \$50,000
  - Medical Expense \$5,000
  
- (c) Automobile Liability
  - Bodily Injury and Property Damage/ \$600,000
  - (Combined Single Limit)

The Certificate of Insurance must show the Town of Johnstown as an Additional Insured.

All policies shall be for not less than the amounts set forth above.

Certificates or copies of policy of such insurance shall be filed with the Town and shall be subject to its approval as to adequacy of protection, within the requirements of the specifications. Said Certificates of Insurance shall contain a 30-day written notice of cancellation in favor of the Town.



**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
DATE: \_\_\_\_\_

**2000 TOWN OF JOHNSTOWN STREET IMPROVEMENTS PROGRAM**

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2019, on or before \_\_\_\_\_, 2019, and you are to complete the work within \_\_\_\_\_(\_\_\_\_) consecutive calendar days thereafter. The date of completion of all work is therefore \_\_\_\_\_, 2019.

THE TOWN OF JOHNSTOWN

By \_\_\_\_\_

Title \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by

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

this the \_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_

Title \_\_\_\_\_

**CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT: **2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

TO (CONTRACTOR): \_\_\_\_\_

JUSTIFICATION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

**ITEM NO.    DESCRIPTION    EST. QTY.    UNIT    UNIT COST    AMOUNT**

\_\_\_\_\_  
:

The original contract sum was ..... \$ \_\_\_\_\_

Net change by previous change orders..... \$ \_\_\_\_\_

The contract sum prior to this Change Order was..... \$ \_\_\_\_\_

The contract sum will be (increased) (decreased) or (unchanged) by this Change Order..... \$ \_\_\_\_\_

The contract sum including this Change Order will be..... \$ \_\_\_\_\_

The new contract time will be (increased) (decreased) or (unchanged) by \_\_\_\_\_ (\_\_\_\_\_) days.

The date of completion as of the date of this Change Order is therefore \_\_\_\_\_, 2019.

ACCEPTED BY:  
\_\_\_\_\_  
Contractor

ORDERED BY:  
The Town of Johnstown  
450 S. Parish St.  
Johnstown, Co 80534

\_\_\_\_\_  
Address

By \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE OF CONTRACTOR'S SETTLEMENT**

This is to notify all persons interested that the Town of Johnstown, Colorado will make final payment to \_\_\_\_\_,  
for work completed on **2019 TOWN OF JOHNSTOWN OVERLAY PROJECT**

Said final payment will be made on \_\_\_\_\_, 2019.

Anyone having claims in conjunction with this project may file same with the undersigned no later than \_\_\_\_\_, 2019.

TOWN OF JOHNSTOWN

BY \_\_\_\_\_  
Diana Seele  
Town Clerk

Dated: \_\_\_\_\_

**FINAL RECEIPT AND GUARANTEE**

Date: \_\_\_\_\_

Received this date of \_\_\_\_\_, 2019, as full and final payment of the cost of improvements provided for in the Contract executed by \_\_\_\_\_, and Payee on or about \_\_\_\_\_, 2019, together with all amendments, change orders, and additions thereto, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), being the remainder of the full amount accruing to the undersigned by virtue of said contract and extra work performed thereunder, said payment covering and including full payment for the cost of all extra work and material furnished by the undersigned in the construction of said improvements, and all incidentals thereto, for the additional consideration of One Dollar (\$1.00) for the execution hereto, and the undersigned hereof releases the Town of Johnstown from any claims whatsoever resulting from said contract and all work performed thereunder.

The undersigned by these present certifies that all persons doing work upon or furnishing materials for said improvements under the foregoing contract and all additions thereto have been paid in full. The undersigned further certifies that all work has been completed in a workmanlike manner in conformity with the plans and specifications. That should any portion of said work or material prove defective within **one (1) year** from the date of final acceptance of the entire project by the Town, the undersigned shall replace any such defective material and remedy any such defective work to the satisfaction of the Town of Johnstown and shall defend, indemnify, expenses, and charge of every kind which may arise as a result of any such defective material and workmanship during said period.

**2019 TOWN OF JOHNSTOWN STREET OVERLAY PROJECT**

Name \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

## **BID SPECIFICATIONS**

The Town of Johnstown, Colorado requires all pavement shall be hot bituminous pavement of the plant mix type otherwise approved in writing by the Towns Public Works Director. Construction shall be in accordance with the Colorado department of Transportation Standard specification for Road and Bridge Construction, Section 403. (2) inch overlay project. Top layer of asphalt shall be ½ SX 75 64-22. All paving methods and procedures will be in accordance with the Colorado Department of Transportation Standard specification for Road and Bridge Construction, Section 403.

Grinding shall consist of milling, grinding, or cold planing the existing pavement surface to establish a new surface profile and cross-section in preparation for a bituminous overlay. After grinding, the surface shall have a grooved or ridged finish, uniform, and resistant to raveling or traffic displacement. This textured surface shall have grooves of one-quarter inch (1/4") plus or minus one-eighth inch ( $\pm 1/8$ ).

In grinding around utility castings, the contractor may choose to remove the entire existing bituminous pavement around the castings where grinding is not completed and replace it with bituminous surface course placed and compacted in three-inch (3") lifts. The contractor shall vertically cut the limits of the area to be patched, mechanically compact the existing base course, and prime the bottom and vertical edges before backfilling. The contractor shall remove the cuttings immediately behind the grind machine by belt loader, end loader, power sweeper, and/or by hand. The removed material shall be disposed of as approved by the Public Works Director/Town Engineer.

The grinding machine shall be a power-operated, self-propelled machine having a cutting drum with lacing patterns that will attain a grooved surface and produce grinding chips of less than one inch (1") in size. The grinding machine shall be equipped with a pressurized watering system for dust control. The equipment shall be a type that has successfully performed similar work.

The cleaning equipment shall be a type which will efficiently remove all loosened material and load into trucks for hauling and spreading. Because of the nature of the streets to be ground and the traffic restrictions, a belt loader followed by a power sweeper and manual sweeper is the most desirable method. Flushing into the Town's storm sewer system as a means of clean-up will not be allowed.

