

**ADDENDUM NO. 1**  
**to**  
**BID DOCUMENTS**  
**for**  
**GUNNISON COUNTY LANDFILL**  
**PHASE 2, MODULES 1 AND 2 LINER EXTENSION**



Bid Package  
Published May 18, 2023

All provisions of the contract documents not in conflict with Addendum No. 1 shall remain in full force.  
**Receipt of this Addendum shall be acknowledged.**

*Michael J. Pretti*  
\_\_\_\_\_  
Michael J. Pretti, P.E.  
Souder, Miller & Associates

June 6, 2023  
\_\_\_\_\_  
Date

## Questions Regarding Project Documents:

**Question 1:** Where is water available? Any haul/weight restrictions?

**Response 1:** *Water is available from Tomichi Creek, approximately 1 mile from project site. There is no charge for the creek water. The County may supply a pump. Alternatively, City water is available approximately 6 miles from the site.*

*There are no haul route restrictions, but a weight restriction of 55,000 lbs max.*

**Question 2:** Are flaggers at the Tomichi Creek water supply needed?

**Response 2:** *No flaggers required; however, Contractor shall post signs warning of heavy equipment ahead.*

**Question 3:** Are the foundation layer and operations layer soils available on-site?

**Response 3:** *Yes, these materials are available on-site from the stockpile to the west of the landfill cells. The maximum particle size for both the foundation layer and operations layer is 4 inches. The on-site material will need to be screened. The County intends to screen this material; however, a revised bid form with an alternative bid item for screening is attached.*

### Clarification/Comments

- 1) Pre-bid meeting sign-in sheet attached.
- 2) CAD files of the design will be available.
- 3) Performance Bond template attached. Performance bond amount will be equal to successful bid.
- 4) Bid Bond not required.

The undersigned acknowledges the receipt of the following addenda:

Addendum No. 1: \_\_\_\_\_

The above signatory agrees that this bid proposal may not be withdrawn for a period of thirty (30) days from the opening thereof. In submitting this bid proposal, it is understood that the right is reserved by the County to waive any informality in, or to reject any or all bids.

**Modules 1 and 2 Liner Extension Base Bid Form  
(Addendum No. 1)**

Bid Item	Description	Quantity	Units	Unit Rate	Cost
1	Mobilization/Demobilization	1	LS		\$
2	Regrade Upper Portion of Module 1 East Slope				
2a	<i>Cut</i>	1,662	CY		\$
2b	<i>Fill</i>	86	CY		\$
3	Foundation Layer Construction				
3a	<i>Cut</i>	512	CY		\$
3b	<i>Fill</i>	1,847	CY		\$
4	GCL Installation	90,725	SF		\$
5	Geocomposite Drainage Layer Installation	90,725	SF		\$
6	Operations Layer Placement	1	LS		\$
7	Interim Liner Termination Berm Construction	290	LF		\$
8	Repair of Liner System Along North Edge of Module 1	1	LS		\$

**TOTAL OF BASE BID:**

\$ \_\_\_\_\_

**TOTAL OF BASE BID IN WORDS:**

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

Bidder acknowledges that:

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

### Alternate Bid Item 1A – Screening of Material

Bid Item	Description	Quantity	Units	Unit Rate	Cost
1A	Screening of on-site foundation layer and operations layer soil to remove materials greater than 4 inches in diameter (quantity based on in-place cubic yards)	5,207	CY		\$

**TOTAL OF ALTERNATE BID ITEM 1A:**

\$ \_\_\_\_\_

**TOTAL OF ALTERNATE BID ITEM 1A IN WORDS:**

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

**Note:** County intends to screen foundation layer and operations layer soil; however, Contractor to provide this alternate bid item in the event the County does not screen material.

**ATTACHMENT B**

**PRE-BID MEETING SIGN-IN SHEET**

# MEETING SIGN-IN SHEET

<b>Project:</b>	Gunnison County Landfill Expansion	<b>Meeting Date:</b>	5/25/2023
<b>Facilitator:</b>	Mike Pretti – Martin Schmidt	<b>Place/Room:</b>	PW and Landfill

Name	Title	Company	Phone	E-Mail
Randy Raymond	Foreman	Spallone	(970) 641-9033	randyn.raymond@yahoo.com
Kirsten Paulson	Office Man.	Spallone	(970) 641-9033	office@spalloneconstruction.com
Laleb Jolley	Estimator	Rocky Mountain Aggregate & Con.	(970) 417-6548	Laleb@rockymountainaggregate.com
Levi Jaasma	Estimator PM	Moody Construction	486-360-9918	levi@moodyandsons.com
WILL VANDERGRIFT	OWNER	VCI	719-465-4655	will.vandergriffcontractors.com
Mike Pretti	Principal <del>SMA</del>	SMA	920-562-9021	Mike.Pretti@soudermiller.com
LORENZO ZOPPI	owner	Southwest Liner	505-771-9122	lrs@slsliner.com
Mark Decurlo	owner	Southwest Liner	505-771-9122	mark@slsliner.com
Martin Schmidt	GC			
Sparky Casebolt	GC			
Name 16	Title	Company	Phone	
Name 17	Title	Company	Phone	
Name 18	Title	Company	Phone	
Name 19	Title	Company	Phone	

**ATTACHMENT C**

**SAMPLE PERFORMANCE BOND**

## PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description *(name and location):*

### BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

### SURETY

\_\_\_\_\_  
Contractor's Name and Corporate Seal *(seal)*

\_\_\_\_\_  
Surety's Name and Corporate Seal *(seal)*

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

By: \_\_\_\_\_  
Signature *(attach power of attorney)*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest: \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.**



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a

qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper

payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows: