PROPOSAL OF THE BOARD OF WATER WORKS OF PUEBLO, COLORADO

SOUTHSIDE DIVERSION DAM MODIFICATIONS AND RIVER IMPROVEMENTS PROJECT

P.N. 206105

Holcim-WCR, Inc. 532 Main Street, Canon City, CO 81212

Name and Address of Contractor

OPINION OF PROBABLE CONSTRUCTION QUANTITIES

Southside Diversion Dam Modifications and River Improvements Bid Schedule

Item Number	Specification Reference	Item Description	Quantity	Unit	Unit Price	Cost
1	100S	MOBILIZATION / DEMOBILIZATION	1	LS	362,326.62	362,326.62
2	TS101	WATER CONTROL & DEWATERING	1	LS	652,276.15	652,276.15
3	TS102	TEMPORARY CONSTRUCTION FENCING	1,440	LF	2.93	4,219.20
4	TS103	CONSTRUCTION SURVEY & STAKING	1	LS	151,124.64	151,124.64
5	TS200	STRUCTURE DEMO & REMOVAL (DAM, WALLS, REMNANT CONC, GABION BASKETS, TRAIL, ETC.)	1,805	CYS	80.49	145,284.45
6	TS201	CLEAR & GRUB	0.75	AC	24,598.00	18,448.50
7	TS202	TREE REMOVAL	48	EA	610.78	29,317.44
8	TS203	EXCAVATION	24,170	CYS	19.54	472,281.80
9	TS203	EMBANKMENT (COMPACTED FILL)	4,370	CYS	21.14	92,381.80
10	TS500	STRUCTURAL CONCRETE DROP STRUCTURES (#4 BAR, 12" OCEW)	255	CYS	1,320.72	336,783.60
11	TS500	STRUCTURAL CONCRETE SPILLWAY (#6 BAR, 12" OCEW)	990	CYS	1,280.84	1,268,031.60
12	TS300	STEEL SHEET PILE	10,925	SF	46.14	504,079.50
13	TS400	GROUTED BOULDERS (3')	6,690	CYS	300.37	2,009,475.30
14	TS401	UNGROUTED BOULDERS (3')	2,800	CYS	206.38	577,864.00
15	TS402	STONE SUBGRADE (6")	5,370	CYS	100.02	537,107.40
16	TS403	UNGROUTED RIPRAP (18")	4,530	CYS	106.29	481,493.70
17	TS403	UNGROUTED RIPRAP (24")	490	CYS	127.39	62,421.10
18	TS405	FISH PASSAGE BOULDERS (6-24")	105	CYS	224.17	23,537.85
19	TS406	RIVER BOULDERS (6')	60	EA	2,619.56	157,173.60
20	TS501	UPLAND CONCRETE PATHS (UNREINFORCED, PREPARED SUBGRADE)	1,110	SY	95.43	105,927.30

Item Number	Specification Reference	Item Description	Quantity	Unit	Unit Price	Cost
21	TS503	TRAIL SURFACE AGGREGATE (UPLAND PATH SHOULDER)	525	SY	87.03	45,690.75
22	TS502	RIVERSIDE CONCRETE PATHS (18" EDGE WALL, #4 BAR, 18" OCEW, 3/4" SUBGRADE)	1,210	SY	176.13	213,117.30
23	TS408	FLAGSTONE ACCESS STEPS (GROUTED)	140	SY	582.42	81,538.80
24	TS500	REINFORCED CONCRETE PEDESTRIAN BRIDGE ABUTMENTS	86	CYS	3,190.48	274,381.28
25	TS702	NEW PEDESTRIAN BRIDGE ASSEMBLY & INSTALLATION	1	EA	124,095.71	124,095.71
26	TS704	PEDESTRIAN BRIDGE RELOCATION FORCE ACCOUNT	1	LS	\$80,000.00	\$80,000.00
27	TS601	VEGETATED SOIL LIFTS	595	SY	77.49	46,106.55
28	TS600	TREE PLANTINGS	30	EA	609.05	18,271.50
29	TS605	RE-VEGETATION (SHRUB & PLUG PLANTINGS)	2,790	SY	17.28	48,211.20
30	TS606	TOPSOIL BLANKET SEED	245	SY	36.54	8,952.30
31	TS607	SPLIT RAIL FENCING	665	LF	36.54	24,299.10
32	TS900	MISCELLANEOUS EQUIPMENT HOURS	200	HR	283.34	56,668.00
33	TS800	INTAKE BYPASS PIPE EXTENSION (TRANSITION STRUCTURE, PIPELINE, OUTLET STRUCTURE)	1	LS	85,489.52	85,489.52
34	TS801	CMP CULVERT CROSSING (24")	1	EA	5,403.81	5,403.81
35	TS703	PEDESTRIAN BRIDGE REFURBISHMENT FORCE ACCOUNT	1	LS	\$20,000.00	\$20,000.00

Notes:

TOTAL: BASE BID

\$ 9,123,781.37

Nine million one hundred twenty-three thousand seven hundred eighty-one dollars and thirty-seven cents

Base Bid price in words

PROJECT DURATION (WEEKS)

47 Working Weeks

Flows in the Arkansas River may dictate whether work can be done during high flows for Phase 2.

^{1.} This quantity estimate is based on design plans dated 7/14/2023.

<u>BASIS OF AWARD</u>: Pueblo Water will determine the Award of Contract based upon overall bid quality, which factors Contractor's project-relevant experience, bid schedule, and bid price, as outlined in Section B.10000-AWARD OF CONTRACT.

PERIOD FOR COMPLETION: The date of starting work (NOTICE TO PROCEED) shall be fixed in a written notice from Pueblo Water to the Contractor, which notice shall be mailed to, or served upon, the Contractor, not less than ten (10) days before the starting date fixed therein. The Contractor shall commence the work on or before the starting date fixed in said notice. Work Completion Date will be derived from the bid PROJECT DURATION as set forward from the date of Notice to Proceed. (See also Section C.1201-Work Completion Date.)

The individual, partnership, joint venture, or corporation, named hereinafter as the Contractor agrees to perform this contract in strict accordance with the following general provisions, plans and specifications.

In the event the Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Pueblo Water or Engineer, the Contractor shall have no claim against Pueblo Water or Engineer for damages or contract adjustment other than an extension of the Contract time during the period occasioned by the delay.

	CONTRACTOR	
	Holcim-WCR, Inc.	
•	Kevin Peart	
	Print Name	
	Signature Sr. Vice-President	
<u></u>	Title	
'RESIDENT BIDDER" STATUS:		
Bidder is claiming "Resident Bidder" status. 'If yes, see Section B.0901 for required submittals)	Yesx No	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Holcim - WCR, Inc. (Hereinafter called the "Principal"), as Principal and the Travelers Casualty and Surety Company of America of One Tower Square, Bond/5PB, Hartford CT 06183 a corporation duly organized under the laws of the State of CT (Hereinafter called the "Surety"), as Surety, are held and firmly bound unto the Board of Water Works of Pueblo, Colorado (Hereinafter called the "Obligee"), in the sum of Ten Percent of the the Total Amount Bid----- Dollars (\$ 10% TAB), for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Whereas, the Principal has submitted a bid to BASE BID. This project will improve existing channelization of the Arkansas River through this reach by replacing the concrete spillway structure along the northern subchannel on river left with a series of 5 drop structures each separated by a recovery pool. The overflow weir along the main channel on river right will be replaced with a single spillway chute structure. The two channels combine to form a single channel below the spillway and the fifth drop structure of the boater channel, which conveys the total river discharge through a sixth (final) drop structure and recovery pool where it then arrives at the existing river channel. Channel and bank stabilization will be provided via concrete structures, grouted riprap, and loose-placed riprap of varying dimensions. Additional amenities within the scope of services will include the construction of access trails, assembly and placement of a new pedestrian bridge, and the relocation of an existing wooden pedestrian bridge, as set forth and described within the project contract documents. Now, therefore, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. Signed and sealed this 7th day of , A.D., 2023. Holcim (Principal) Treusurer (Title)

(Title) Lisa A. Ward, Attorney-In-Fact

Travelers Casualty and Surety Company of America



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Lisa A Ward of HOUSTON , Texas , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, 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 power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 7th

day of August

2023







Kevin E. Hughes, Assistant Secretary



of Pueblo, Colorado

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ADDENDUM NO. 5

Arkansas River Southside Diversion Dam Modification and River Improvements Project – 2023 P.N. 206105

Clarification - Existing pedestrian bridge.

Previous addenda referenced Pueblo Water's continued pursuit of documentation regarding the existing pedestrian bridge. We have discovered that this information will not be available, as it was most likely lost in a fire. This addendum will present relocation of the existing bridge as a force account item, as further described within the following items.

Replace Bid tabulation (Sheets 3-A and 4-A)

The revised bid tabulation provides an update to the revision posted in Addendum No. 4 to reflect changes to line items 25 and 26.

Replace Technical Specifications Table of Contents

The revised Table of Contents identifies the complete Technical Specifications package as modified through bid addenda (Addenda 1-5).

Replace TS702 New Pedestrian Bridge Assembly and Installation

The revision provides delineation between the work to assemble and install the new pedestrian bridge vs. relocation of the existing pedestrian bridge.

Add TS704 Pedestrian Bridge Relocation

This additional specification presents the force account line item regarding relocation of the existing pedestrian bridge.

This Addendum shall be included with the bidder's signed proposal or faxed to the Purchasing Department prior to the bid opening.

August	17 th ,	2023
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BOARD OF WATER WORKS OF PUEBLO

Purchasing Department, Phone: 719/584-0201 Fax: 719/584-0202

Tax. 717/307-0202
The undersigned bidder acknowledges receipt of this Addendum No. 5 and the proposal submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.
Firm: Holcim-WCR, Inc. Signature of Bidder: Kevin Peart, Sr. Vice-President



of Pueblo, Colorado

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ADDENDUM NO. 4

Arkansas River Southside Diversion Dam Modification and River Improvements Project – 2023 P.N. 206105

Clarification - Additional information

The final report for the 1:15 scale physical model that was constructed and tested in a laboratory is provided as additional information as well as figures that reflect expected flows in the Arkansas River (Based on historic flow analysis).

Replace NOTICE FOR BIDS (1-A AND 2-A)

The revised document provides the correct dates reflective of the change of date of opening of bids as well as the date of Final Completion.

Replace Bid tabulation (Sheets 3-A and 4-A)

The revised bid tabulation revises that revision posted in Addendum No. 1 to reflect revised quantities due to the changes to Sheets 36-40 of the drawings.

Replace <u>INSTRUCTIONS FOR BIDDERS</u> – <u>B.0901-RESIDENT BIDDER STATUS</u>

The revision provides the correct C.R.S. reference.

Remove <u>INSTRUCTIONS FOR BIDDERS</u> – <u>B.1400-LAWS AND REGULATIONS</u>

The referenced C.R.S. have been repealed.

Revise Addendum No. 1 (Clarification: Pre-Bid questions)

The revised language shall read as follows:

Questions by bidders must be submitted through BidNet or by email to Lottie Delgado at the following email address: cdelgado@pueblowater.org. Questions received prior to 4:30 PM on Monday, August 21st

will be addressed by 4:30 PM on Tuesday, August 22nd. Questions received after 4:30 PM on Monday, August 7th will not be addressed.

Revise Addendum No. 1 (Clarification: Substantial Completion vs. Final Completion dates)

The revised language shall read as follows:

It is the expectation of this contract that all construction activity and commissioning of the project will be achieved by August 11th, 2024. This date shall be referred to as the date of Final Completion.

The date of Substantial Completion shall be determined by the date of Notice to Proceed and the number of weeks proposed within the bid. The work required for Substantial Completion shall include all work within the waterways, and the construction of trails, steps, and bridges. Work that can occur after the date of Substantial Completion and before the date of Final Completion can include planting, permanent fencing, signage, punch list corrections, and overall project cleanup.

The Notice of Award should be expected by September 1st, 2023. Notice to proceed will be as established upon completion of contract document preparation and signature.

Work within the Ordinary High Water Mark (OHWM) cannot commence prior to issuance of the ACE 404 permit. However, that will be issued no later than October 12th, 2023.

Revise Addendum No. 1 (Clarification: Existing Bridge Refurbishment)

Remove the last paragraph that references the assembly and installation drawings and instructions. Additionally, disregard the information regarding this bridge that was transmitted with Addendum No. 1 incorrectly.

Pueblo Water is working diligently to locate any record of the documentation regarding this bridge. Additionally, disregard the information that was transmitted with Addendum incorrectly. Such information will be forwarded to pre-qualified construction teams as soon as it is available.

Replace Addendum No. 2 (Drawing revision log)

The revised drawing revision log documents the changes as reflected in this addendum.

Replace Construction Drawing Sheets No. 36 through 40.

The revised sheets reflect changes to the trail design.

This Addendum shall be included with the bidder's signed proposal or faxed to the Purchasing Department prior to the bid opening.

August 11th, 2023

BOARD OF WATER WORKS OF PUEBLO

Purchasing Department, Phone: 719/584-0201

Fax:	719/584-0202

The undersigned bidder acknowledges receipt of this Addendum No. 4 and the proposal st	ubmitted herewith
is in accordance with the information, instructions, and stipulations set forth herein.	

Firm: Holcim-WCR, Inc. Signature of Bidder:

Kevin Peart, Sr. Vice-President



of Pueblo, Colorado

Pueblo, Colorado 81002-0400 - 719/584-0250 • www.pueblowater.org P.O. Box 400 -

ADDENDUM NO. 3

Arkansas River Southside Diversion Dam Modification and River Improvements Project - 2023 P.N. 206105

Clarification: Change to date of bid ope	ening.		
the USACE Section 404 permit. These del within the river channel (below the OHW	layed by exactly two weeks due to unforeseen delays in obtaining ays have set back the expected start date of construction activities VM). Further clarification and documentation will be provided elivered by end of day on Friday, August 11 th .		
The revised date and time of bid opening will be Friday, August 25th, 2023 at 2:00 PM.			
This Addendum shall be included with the Department prior to the bid opening.	e bidder's signed proposal or faxed to the Purchasing		
August 9th, 2023	BOARD OF WATER WORKS OF PUEBLO Purchasing Department, Phone: 719/584-0201 Fax: 719/584-0202		
The undersigned bidder acknowledges recision in accordance with the information, instrum: Holcim-WCR, Inc.	Signature of Bidder:		
	Kevin Peart, Sr. Vice-President		



of Pueblo, Colorado

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ADDENDUM NO. 2

Arkansas River Southside Diversion Dam Modification and River Improvements Project – 2023 P.N. 206105

Clarification - Drawing changes					
The attached Documentation list provide	s the list of Construction Drawing Sheet revisions.				
Replace TS400 – Grouted Stone Bould	lers				
This specification was first amended for requirement for the addition of fiber to the	This specification was first amended for Addendum No. 1. The recently revised specification clarifies the requirement for the addition of fiber to the grout mix.				
Replace TS607 – Split Rail Fence					
The amended specification allows for rou	und poles/rails.				
Replace 100S – Mobilization					
The amended 100S provides clarification with fencing and exclusion measures.	on the requirement to protect existing trees that are to remain				
This Addendum shall be included with the Department prior to the bid opening.	ne bidder's signed proposal or faxed to the Purchasing				
August 8th, 2023	BOARD OF WATER WORKS OF PUEBLO				
	Purchasing Department, Phone: 719/584-0201				
	Fax: 719/584-0202				
The undersigned bidder acknowledges re is in accordance with the information, in	sceipt of this Addendum No. 2 and the proposal submitted herewith structions, and stipulations set forth herein.				
Firm: Holcim-WCR, Inc.	Signature of Bidder: Kevin Peart, Sr. Vice-President				



of Pueblo, Colorado

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ADDENDUM NO. 1

Arkansas River Southside Diversion Dam Modification and River Improvements Project – 2023 P.N. 206105

Clarification: Pre-Bid questions.

Questions by bidders must be submitted via email to Lottie Delgado at the following email address: cdelgado@pueblowater.org. Questions received prior to 4:30 PM on Monday, August 7th will be addressed by 4:30 PM on Tuesday, August 8th. Questions received after 4:30 PM on Monday, August 7th will not be addressed.

Clarification: Railroad Right-of-Way

The Railroad tracks along the south side of the project are owned by the Union Pacific Railroad, and shall be considered an active railway. Construction activities within the railroad Right of Way shall be coordinated with the Union Pacific Railroad and meet the requirements thereof. All such coordination is the responsibility of the Contractor.

Clarification: Removal Scope at Intake Structure

The demolition plans identify that the trash rack structure in front of the river water intake and the diversion structure in front of the sluice gate operators, as well as the gate operators are to be removed. We are including construction plans from two different projects (1980 and 1987) that encompassed work in this area (4 sheets and 13 sheets, respectively). Additionally, we are providing recent site photographs that identify this removal scope (6 sheets).

Clarification: Existing Bridge Refurbishment

There will be a \$20,000 Force Account line item for refurbishment of the existing pedestrian bridge. This is reflected in the revised bid tabulations. Contractor shall utilize utmost caution in relocating this bridge. Project submittals shall include a work plan that identifies the method that the contractor will utilize to relocate that bridge. Any damage to the bridge occurring from the mishandling or other activities outside of that work plan will be the responsibility of the contractor. Incidental damage that may occur to the bridge as it is moved, according to the approved work plan, will be repaired utilizing the Force Account line item. Additionally, any other necessary refurbishment of the pedestrian bridge will utilize this Force Account line item.

Assembly and installation drawings and instructions from the initial installation of that bridge are included as attached to this addendum. (6 Sheets. Note that the actual bridge is 120.5 Ft. long. The drawings describe a bridge that is 160 Ft.)

Clarification: Substantial Completion vs. Final Completion dates

It is the expectation of this contract that all construction activity and commissioning of the project will be achieved by June 24, 2024. This date shall be referred to as the date of Final Completion.

The date of Substantial Completion shall be determined by the date of Notice to Proceed and the number of weeks proposed within the bid. The work required for Substantial Completion shall include all work within the waterways, and the construction of trails, steps, and bridges. Work that can occur after the date of Substantial Completion and before the date of Final Completion can include planting, permanent fencing, signage, punch list corrections, and overall project cleanup.

Clarification: On-site Materials Testing Requirements

All Materials Testing will be the responsibility of the Contractor. The attached On-Site Materials Testing Reference Sheet provides a summary of required Contractor furnished on-site testing services. Contrary information within the specifications shall be superseded by this statement.

Clarification: New Pedestrian Bridge

The new pedestrian bridge that will be purchased by Pueblo Water is manufactured by TrueNorth Steel. It will be constructed of A588/A847 weathering structural steel and will have a wooden travel surface. The bridge will have a total weight of approximately 72,000 lbs. This bridge will be delivered in three sections. General assembly and installation instructions, as well as general layout drawings are provided within the additional information attached to this addendum. Explicit project-specific instructions and details will be provided as they are available.

Clarification: Pedestrian Bridge Abutment design

The Abutments for the Pedestrian Bridge shall be paid for under bid item 24 (TS500), based upon the volume of concrete required for their construction. At this time, details of abutment design are not available. However, it is expected that they will be simple structures placed on spread footings and constructed of reinforced concrete. Contractor to price the installation of four (4) structural concrete pedestrian bridge abutments at the currently estimated volume. Contractor to include all excavation, forming, placement of reinforced concrete, and structure backfill for standard spread footing type abutment structure.

Replace Bid tabulation (Sheets 3-A and 4-A)

The revised Bid tabulation reflects additional bid items and minor changes to some that were originally included.

Replace TS203 - Excavation/Embankment (Fill)

The amended TS203 provides additional information on Submittals, Soil Materials, and Embankment (Fill) compaction requirements, and clarification of the placement of excess clean soil on-site. A location provided for permanent disposal of excess clean fill is identified on Sheet 5 of the drawings. There is sufficient space for the full excavation volume of the project.

Replace TS300 - Sheet Pile Wall

The amended TS300 provides additional clarification of the desired finish of the top of the sheet pile wall.

Replace TS406 - River Boulders

The amended TS406 provides smaller boulders than originally identified, as well as additional clarification of sizing.

Replace - TS500 Reinforced Concrete

TS500.2 Submittals has been amended to provide clarity on material testing requirements.

Replace - TS501 Upland Concrete Pathway

TS501.2 Submittals has been amended to provide clarity on material testing requirements.

Replace - TS502 Riverside Concrete Pathway

TS502.2 Submittals has been amended to provide clarity on material testing requirements.

Replace – TS400 Grouted Stone Boulders

TS400.2 Submittals has been amended to provide clarity on material testing requirements. Additionally, TS400.4 B has been revised to remove references to Owner testing.

Replace – TS408 Flagstone Access Steps

TS408.2 Submittals has been amended to provide clarity on material testing requirements. Additionally, TS408.4 B has been revised to remove references to Owner testing.

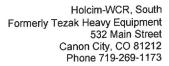
Add – TS800 Intake Bypass Lin	e Extension			
New specification for Intake Bypass Line Extension				
Add – TS703 Existing Pedestria	n Bridge Refurbishment			
New specification for Pedestrian F	Refurbishment Force Account			
Add – TS801 Corrugated Metal	Pipe (CMP) (24") Culvert Crossing			
New specification for 24" Culvert	Crossing under path adjacent to Structure 6.			
Replace Construction Drawing S	Sheet No. 5			
This revised sheet identifies an on is sufficient space for the full exca	e-site location provided for permanent disposal of excess clean fill. There avation volume of the project.			
Revise notation within Construc	ction drawings – Stone Underlayment Depth			
All Grouted Stone Boulders shall underlayment depth shall be replaced	be underlain by 18" of stone subgrade. References to a 12" stone ced with 18" (Sheets 53, 55, and 56).			
Add – Sheets 43 and 44 Intake E	Sypass Line Extension			
Two drawing sheets for Intake By	pass Line Extension.			
This Addendum shall be included Department prior to the bid opening	with the bidder's signed proposal or faxed to the Purchasing ng.			
August 2 nd , 2023	BOARD OF WATER WORKS OF PUEBLO			
	Purchasing Department, Phone: 719/584-0201			
	Fax: 719/584-0202			

The undersigned bidder acknowledges receipt of this Addendum No. 1 and the proposal submitted herewith is in accordance with the information, instructions, and stipulations set forth herein.

Firm: Holcim-WCR, Inc.

Signature of Bidder:

Kevin Peart, Sr. Vice-President





August 25, 2023

Board of Water Works Pueblo, CO Attn: Carlota (Lottie) Delgado PO Box 400 Pueblo, CO 81002

RE: RFQ P.N. 206105 - Southside Diversion Dam Modifications and River Improvements

Dear Ms. Delgado:

Thank you for the opportunity to present our bid for the Southside Diversion Dam Modifications and River Improvements Project and please consider this as our certification that we are now and at the time of bid a resident bidder, as defined by C.R.S. 24-103-908.

Holcim-WCR, Inc., was incorporated in Colorado on December 26, 2000. Please see attached Certificate of Good Standing from the Colorado Secretary of State.

Prime Firm: Holcim-WCR, Inc., South (formerly Tezak Heavy Equipment), 532 Main Street, Canon City, CO 81212,

If I can be of assistance on this or any future projects that you may have, please do not hesitate to contact us at any time.

Sincerely,

Kevin Peart

Holcim-WCR, Inc.

Sr. Vice-President

kevin.peart@holcim.com

OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Holcim - WCR, Inc.

is a

Corporation

formed or registered on 12/26/2000 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 20001252289.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/21/2023 that have been posted, and by documents delivered to this office electronically through 08/23/2023 @ 08:07:18.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/23/2023 @ 08:07:18 in accordance with applicable law. This certificate is assigned Confirmation Number 15257537 .



Secretary of State of the State of Colorado

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



8700 W. Bryn Mawr Ave. Suite 300 Chicago, Illinois 60631 Phone 773.355.4507 Fax: 773.442.0289 www.holcim.com/us

August 23, 2023

Pueblo Water

Re: Holcim – WCR, Inc. Status as Resident Bidder

To Whom It May Concern:

The undersigned serves as the Regional Counsel for Holcim – WCR, Inc. ("Holcim"). Please be advised that Holcim is a "resident bidder," as defined under C.R.S. 24-103-908, *et seq*. Holcim was incorporated in the state of Colorado on December 26, 2000, and maintains a principal place of business at 1687 Cole Blvd, Golden, Colorado, 80401.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Regional Counsel

Amanda J. Bell