



Bid Schedules subject to changes as provided in the Contract Documents.

7 The undersigned Bidder hereby acknowledges receipt of Addenda No. 1 through 1

Cutler Repaving, Inc.  
CONTRACTOR  
BY. John R. Rathbun  
John R. Rathbun, Vice President - Sales

ADDRESS 921 East 27th Street  
Lawrence, KS 66044-4917

8. BID SCHEDULE (Base Bid)

Please use attached Bid Schedule

9. PRICES

The foregoing prices shall include all labor, materials, transportation, shoring, removal, dewatering, overhead, profit, insurance, etc., to cover the complete Work in place of the several kinds called for

Bidder acknowledges that the OWNER has the right to delete items in the Bid or change quantities at his sole discretion without affecting the Agreement or prices of any item so long as the deletion or change does not exceed twenty-five percent (25%) of the total Agreement Price

RESPECTFULLY SUBMITTED  
John R. Rathbun 5-17-00  
Signature Date

Vice President - Sales  
Title

License Number (If Applicable)

(Seal - if Bid is by corporation)

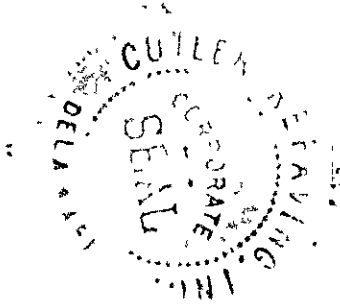
Attest

*Judith K. Coffman*

Address 921 East 27th Street

Lawrence, KS 66044-4917

Telephone 785-843-1524



SECTION 00330  
 BID SCHEDULE

City of Fort Collins/City of Loveland Cooperative Hot-In-Place Recycling Project 2000

Item No	Description	Unit Price	Unit	Fort Collins Quantity	City of Fort Collins Cost	Loveland Quantity	City of Loveland Cost	Total Project Cost
405 01	Hot-In-Place Recycling	\$ 1.40	SY	74000	\$ 103,600.00	30000	\$ 42,000.00	\$ 145,600.00
405 02	Rejuvenating Agent	\$ 1.50	Gallon	7400	\$ 11,100.00	3000	\$ 4,500.00	\$ 15,600.00
210 01	Adjust Valve Box	\$ 65.00	Each	5	\$ 325.00	0		\$ 325.00
210 02	Adjust and Replace Top Section of Valve Box	\$ 400.00	Each	5	\$ 2,000.00	0		\$ 2,000.00
210 03	Adjust Valve Box with Ring	\$ 65.00	Each	23	\$ 1,495.00	16	\$ 1,040.00	\$ 2,535.00
210 04	Adjust Valve Box with Screw Type Adjustable Riser	\$ 65.00	Each	5	\$ 325.00	0		\$ 325.00
210 05	Adjust Manhole with Ring	\$ 125.00	Each	12	\$ 1,500.00	8	\$ 1,000.00	\$ 2,500.00
614 01	Traffic Control - City of Loveland Only		Lump Sum	0		1	\$ 3,000.00	\$ 3,000.00
<b>TOTAL COST</b>					<b>\$ 120,345.00</b>		<b>\$ 51,540.00</b>	<b>\$ 171,885.00</b>

Total Project Cost ONE HUNDRED SEVENTY ONE THOUSAND + Eight Hundred Eighty Five

Dollars and NO cents

Signed John R. Riddle VP/SALES

Address 921 E. 27th ST  
 LAWRENCE, KS 66046

Company Cutter Repairing, INC.

Phone/Fax 785 843 1524 843-3942

Check One Individual Doing Business in Company Name \_\_\_\_\_ Corporation  Partnership \_\_\_\_\_

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Cutler Repaving, Inc. as Principal, and Hartford Fire Insurance Company as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as OWNER, in the sum of ~~\$5% of the attached~~<sup>bid</sup> for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Fort Collins, Colorado the accompanying Bid and hereby made a part hereof to enter into a Construction Agreement for the construction of Fort Collins Project, HOT-IN-PLACE RECYCLING; BID #5502

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 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

Surety Companies executing bonds must be authorized to transact business in the State of Colorado and be accepted by the OWNER

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals this 11th day of May, 2000, 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.

**PRINCIPAL**

**SURETY**

Name: Cutler Repaving, Inc.

Hartford Fire Insurance Company

Address: 921 E. 27th Street

Hartford Plaza

Lawrence, KS 66046

Hartford, CT 06115

By: Charles L. Weskerna

By: Barbara Talty

Title PRESIDENT

Barbara Talty  
Title: Attorney-in-Fact

ATTEST:

By: Judith K. Coffman

(SEAL)

(SEAL)



HARTFORD FIRE INSURANCE COMPANY

Hartford, Connecticut
POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut and having its principal office in the City of Hartford County of Hartford State of Connecticut does hereby make constitute and appoint

GARY A REMLEY WILLIAM SCHIFMAN BARBARA TALTY and
DEBORAH McCLENDON of MISSION KANSAS

its true and lawful Attorney(s)-in-Fact with full power and authority to each of said Attorney(s)-in-Fact in their separate capacity if more than one is named above to sign, execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust guaranteeing the performance of contracts other than insurance policies guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9 1997 as follows

ARTICLE IV

SECTION 7 The President or any Vice President or Assistant Vice-President acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof and such instruments so signed and executed with or without the common seal shall be valid and binding upon the Company

SECTION 8 The President or any Vice-President or any Assistant Vice President acting with any Secretary or Assistant Secretary shall have power and authority to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof one or more resident Vice Presidents resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such resident Vice-President resident Assistant Secretary or Attorney-in-Fact and revoke the power and authority given to him

Resolved that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

In Witness Whereof HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary, this 14th day of May 1999

HARTFORD FIRE INSURANCE COMPANY

Handwritten signature of Paul A. Bergenholtz



Handwritten signature of Robert L. Post

Paul A. Bergenholtz, Assistant Secretary

Robert L. Post Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss Hartford

On this 14th day of May A D 1999 before me personally came Robert L. Post to me known who being by me duly sworn did depose and say that he resides in the County of Hartford, State of Connecticut, that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY the corporation described in and which executed the above instrument, that he knows the seal of the said corporation that the seal affixed to the said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order



CERTIFICATE

Handwritten signature of Jean H. Wozniak

Jean H. Wozniak
Notary Public
My Commission Expires June 30, 2004

I, the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY a Connecticut Corporation DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked, and furthermore that Article IV Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY set forth in the Power of Attorney, are now in force

Signed and sealed at the City of Hartford

Dated the 11th day of May 20 00

Handwritten signature of Richard L. Marshall Jr.



Handwritten signature of J. Dennis Lane

Richard L. Marshall Jr Assistant Secretary

J. Dennis Lane Assistant Vice President

SECTION 00420

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder Cutler Repaving, Inc.
2. Permanent main office address 921 E. 27th Street, Lawrence, KS 66046-4917
3. When organized 12-10-65
4. If a corporation, where incorporated Delaware
5. How many years have you been engaged in the contracting business under your present firm or trade name? 35
6. Contracts on hand (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion )

<u>City of Wichita, KS</u>	<u>\$681,786</u>	<u>September, 2000</u>
<u>McPherson County, KS</u>	<u>\$163,800</u>	<u>August, 2000</u>
<u>TXDOT, District 12</u>	<u>\$1,514,520</u>	<u>July, 2000</u>
<u>TXDOT, District 12</u>	<u>\$1,177,002</u>	<u>August, 2000</u>
7. General character of Work performed by your company:  
Hot In-Place Recycling of Existing Asphalt Pavements
8. Have you ever failed to complete any Work awarded to you? No  
If so, where and why? \_\_\_\_\_
9. Have you ever defaulted on a contract? No  
If so, where and why? \_\_\_\_\_
10. Are you debarred by any government agency? No  
If yes list agency name. \_\_\_\_\_



11 List the more important projects recently completed by your company, stating the approximate cost of each, and the month and year completed, location and type of construction.

Harris County, TX	\$1,134,257	Hot In-Place Recycling	12-99
SEdwick County, KS	\$687,344	Hot In-Place Recycling	11-99
New Mexico St. Hwy. DistII	\$359,982	Hot In-Place Recycling	10-99

12. List your major equipment available for this contract  
Cutler Preheater, Cutler Metro Repaver, Ingersoll-Rand Compaction Equipment

13. Experience in construction Work similar in importance to this project

35 years of experience, over 100 million square yards completed.

14 Background and experience of the principal members of your organization, including officers

See enclosed listing

15 Credit available: \$ 1,200,000

16 Bank reference Douglas County Bank, Box 429, Lawrence, KS 66044 785-865-1000

17 Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER? Yes

18. Are you licensed as a General CONTRACTOR? Yes - AZ #086759, Class AE Paving  
If yes, in what city, county and state? AR #0022650401 Paving What class, license and numbers? ID #11481-AA-4 (32) Paving  
Dade County, FL #E97300 Paving/Engineering

19 Do you anticipate subcontracting Work under this Contract? No  
If yes, what percent of total contract? \_\_\_\_\_  
and to whom? \_\_\_\_\_

20. Are any lawsuits pending against you or your firm at this time? No  
If \_\_\_\_\_ yes,  
DETAIL \_\_\_\_\_

21. What are the limits of your public liability? DETAIL  
General Aggregate - 2 Million      Umbrella - 5 Million  
What company? Royal Insurance

22. What are your company's bonding limitations? \_\_\_\_\_  
The Hartford - Unlimited

23. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the OWNER in verification of the recital comprising this Statement of Bidder's Qualifications

Dated at Lawrence, KS this 17th day of May, 2000

Cutler Repaving, Inc.  
Name of Bidder \_\_\_\_\_  
By: John R. Rathbun  
Title: Vice President - Sales

State of Kansas  
County of Douglas

John R. Rathbun being duly sworn deposes and says that he is Vice Pres. - Sales of Cutler Repaving, Inc. and that (name of organization) the answers to the foregoing questions and all statements therein contained are true and correct

Subscribed and sworn to before me this 17th day of May, 2000.

Judith K. Coffman  
Notary Public  
Judith K. Coffman



My commission expires 2-04-01

SECTION 00430

SCHEDULE OF SUBCONTRACTORS

List all subcontractors for the work items listed below and all subcontractors performing over 10% of the contract

ITEM	SUBCONTRACTOR
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____

# CUTLER REPAVING, INC.

## Construction Experience of Principal Individuals

Y/E 12/31/99

Name	Position/Office	Yrs. Exp.	Type of Exp.	Responsibility
Charles R. Veskerna	Chief Exec Officer & President	25	Finance/Accounting & Personnel Mgmt	Management
Douglas E. Cutler	Exec. Vice President (Operations)	20	Asphalt Pavement Construction	Operations & Management
John R. Rathbun	Vice President (Sales)	21	Asphalt Pavement Construction	Sales Management
John D. Miles	Vice President (Operations)	19	Asphalt Pavement Construction	Operations & Management
Judith K. Coffman	Secretary/Treasurer	24	Accounting & Administration	Administration
Paul W. White	Superintendent	31	Asphalt Pavement Construction	Operations
Sam Jacobs	Superintendent	22	Asphalt Pavement Construction	Operations
Bill Sandin	Superintendent	22	Asphalt Pavement Construction	Operations
Ray Harrison	Superintendent	16	Asphalt Pavement Construction	Operations



## **CUTLER Repaving Inc.**

**MAILING ADDRESS** P O BOX 3246 • LAWRENCE, KS 66046  
**STREET ADDRESS** 921 EAST 27TH STREET • LAWRENCE, KS

**PHONE** (913) 843-1524  
**FAX** (913) 843-3942

May 17, 2000

Purchasing Department  
City of Fort Collins  
256 W Mountain Avenue  
Fort Collins, CO 80522-0580

RE. Bid # 5502 Hot In-Place Recycling

Gentlemen

We are in receipt of Addendum No. 1 for the above referenced bid.

Yours very truly,

John R Rathbun  
Vice President/Sales



***Creators of Single Pass Asphalt Recycling***

SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned Cutler Repaving, Inc. \_\_\_\_\_ as Principal, and Hartford Fire Insurance Company \_\_\_\_\_ as Surety, are hereby held and firmly bound unto the City of Fort Collins, Colorado, as OWNER, in the sum of \$5% of the attached <sup>bld</sup> ~~for~~ the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

THE CONDITION of this obligation is such that whereas the Principal has submitted to the City of Fort Collins, Colorado the accompanying Bid and hereby made a part hereof to enter into a Construction Agreement for the construction of Fort Collins Project, HOT-IN-PLACE RECYCLING, BID #5502.

NOW THEREFORE,

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**PRINCIPAL**

**SURETY**

Name: Cutler Repaving, Inc.

Hartford Fire Insurance Company

Address 921 E. 27th Street  
Lawrence, KS 66046

Hartford Plaza  
Hartford, CT 06115

By *Charles L. Weskerna*

By. *Barbara Talty*

Title PRESIDENT

Barbara Talty  
Title Attorney-in-Fact

ATTEST:

By *Judith K. Coffman*

(SEAL)

(SEAL)

# HARTFORD FIRE INSURANCE COMPANY

## Hartford, Connecticut POWER OF ATTORNEY

Know all men by these Presents, That HARTFORD FIRE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Connecticut and having its principal office in the City of Hartford County of Hartford State of Connecticut does hereby make constitute and appoint

GARY A REMLEY WILLIAM SCHIFMAN BARBARA TALTY and  
DEBORAH McCLENDON of MISSION KANSAS

its true and lawful Attorney(s)-in-Fact with full power and authority to each of said Attorney(s)-in-Fact in their separate capacity if more than one is named above to sign execute and acknowledge any and all bonds and undertakings and other writings obligatory in the nature thereof on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust guaranteeing the performance of contracts other than insurance policies guaranteeing the performance of insurance contracts where surety bonds are accepted by states and municipalities and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed and to bind HARTFORD FIRE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of HARTFORD FIRE INSURANCE COMPANY and sealed and attested by one other of such Officers and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof

This Power of Attorney is granted under and by authority of the By-Laws of HARTFORD FIRE INSURANCE COMPANY, ("the Company") as amended by the Board of Directors at a meeting duly called and held on July 9, 1997 as follows

### ARTICLE IV

**SECTION 7** The President or any Vice President or Assistant Vice-President, acting with any Secretary or Assistant Secretary shall have power and authority to sign and execute and attach the seal of the Company to bonds and undertakings, recognizances contracts of indemnity and other writings obligatory in the nature thereof and such instruments so signed and executed with or without the common seal shall be valid and binding upon the Company

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Resolved that the signatures of such Officers and the seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

In Witness Whereof HARTFORD FIRE INSURANCE COMPANY has caused these presents to be signed by its Assistant Vice-President and its corporate seal to be hereto affixed, duly attested by its Secretary this 14th day of May 1999

HARTFORD FIRE INSURANCE COMPANY



Paul A. Bergenholz, Assistant Secretary

Robert L. Post Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } SS Hartford

On this 14th day of May A.D. 1999, before me personally came Robert L. Post to me known who being by me duly sworn did depose and say that he resides in the County of Hartford State of Connecticut, that he is the Assistant Vice-President of HARTFORD FIRE INSURANCE COMPANY the corporation described in and which executed the above instrument, that he knows the seal of the said corporation, that the seal affixed to the said instrument is such corporate seal that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order



CERTIFICATE

Jean H. Wozniak  
Notary Public  
My Commission Expires June 30 2004

I the undersigned, Secretary of HARTFORD FIRE INSURANCE COMPANY a Connecticut Corporation DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked and furthermore that Article IV, Sections 7 and 8 of the By-Laws of HARTFORD FIRE INSURANCE COMPANY set forth in the Power of Attorney are now in force

Signed and sealed at the City of Hartford

Dated the 11th day of May 20 00



Richard L. Marshall, Jr Assistant Secretary

J. Dennis Lane Assistant Vice President