



### NOTICE TO PROCEED

Date: June 12, 2020  
Contractor: M.A. Concrete Construction, Inc.  
Project: 2020 Safe Routes to School Projects IFB-4786-20-DH

In accordance with the contract dated May 21, 2020 the Contractor is hereby notified to begin work on the Project on or before June 15, 2020.

The date of final completion as determined is 63 Calendar Days from the start date of this Notice to Proceed.

### CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Duane Hoff Jr., Senior Buyer - City of Grand Junction  
9F789E7C5DF14BC  
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: DocuSigned by:  
Andy Azcarraga - M.A. Concrete Construction, Inc.  
E3B238CA743E437...

Print Name: Andy Azcarraga - M.A. Concrete Construction, Inc.

Title: Project Manager

Date: 6/12/2020 | 11:49 MDT



**NOTICE OF AWARD**

Date: May 21, 2020  
Company: M.A. Concrete Construction, Inc.  
Project: 2020 Safe Routes to School Projects IFB-4786-20-DH

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You have been awarded the City of Grand Junction 2020 Safe Routes to School Projects IFB-4786-20-DH for a total price of **\$363,603.75**.

Please notify Eric Mocko, City of Grand Junction Project Engineer 970-256-4017 for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Certificate of Insurance, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

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Duane Hoff Jr., Senior Buyer

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 21st day of May, 2020 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 2020 Safe Routes to School Projects IFB-4786-20-DH.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project; 2020 Safe Routes to School Projects;
c. Notice of Award
d. Contractors Response to the Solicitation
e. Work Change Requests (directing that changed work be performed);
f. Field Orders
g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

### ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

### ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

### ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Three Hundred Sixty Three Thousand Six Hundred Three and 75/100 Dollars (\$363,603.75)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such

payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 5/21/2020 | 13:22 MDT  
Duane Hoff Jr., Senior Buyer Date

**M.A. Concrete Construction, Inc.**

DocuSigned by:  
By: Andy Azcarraga - M.A. Concrete Construction, Inc 5/21/2020 | 11:09 MDT  
Andy Azcarraga - M.A. Concrete Construction, Inc Project Manager Date



Purchasing Division

## Invitation for Bid

IFB-4786-20-DH  
2020 Safe Routes to School Projects

### **Responses Due:**

April 24, 2020 prior to 3:30pm

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

### **IMPORTANT NOTICE:**

Due to the recent developments with COVID-19, public bid openings are temporarily being suspended. Bid openings will still take place on their designated date and time, and bid tabulations will still be posted for public view/access. However, the bid openings itself will be closed to the public. Once the crisis has passed, public bid openings will resume as normal.

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# Invitation for Bids

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Section 1	Instruction to Bidders
Section 2	General Contract Conditions
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	Price Proposal/Bid Schedule Form
	Appendix
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# **1. Instructions to Bidders**

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to complete the concrete ramps, curb, gutter, and sidewalk, as well as all other work for the 2020 Safe Routes to School projects. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**Note:** This project shall be constructed in accordance with the current Davis Bacon Wage Rate Determination (Refer to Appendix B).

## **IFB Questions:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2. Mandatory Pre-Bid Meeting:** N/A
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6. Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.



- 1.7. Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.8. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/> .
- 1.10. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at [www.gjcity.org](http://www.gjcity.org). Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.11. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or

examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the *Contract Documents*. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to

indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.17. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.19. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

**1.21. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## **2. General Contract Conditions for Construction Projects**

**2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

**2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

**2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased

or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.
- The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.
- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for

an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish



other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

**2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

**2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.

**2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

**2.27. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

**2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct

by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or

non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
  - 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.39. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.41. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.42. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.43. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;

- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

**2.45. Evaluation of Bids and Offers:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

**2.46. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

**2.47. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.48. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

- 2.49. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.51. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and



residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

**2.56.1.** "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

### **3. Statement of Work**

**3.1. GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform concrete ramps, curb, gutter and sidewalk installation and all other work for the 2020 Safe Routes to School Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

NOTE: The descriptions of the pay items listed in the Price Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Price Bid Schedule.

The performance of the Work for this Project shall conform to the General Contract conditions presented in the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

**3.2. PROJECT DESCRIPTION:** This project generally consists of the installation of monolithic curb, gutter, and sidewalk on the north side of Pinyon Avenue from 13<sup>th</sup> St. to 15<sup>th</sup> St, the installation of bulb-outs and ADA ramps on all four corners at the intersections of both 9<sup>th</sup> St. and 10<sup>th</sup> St. at Grand Avenue, a crosswalk and associated ADA ramps at the intersection of B ½ Rd. and 27 ½ Rd., sidewalk on the south side of B Rd. from Mesa View Elementary to Winter Hawk Dr., sidewalk along the northeast side of Lorey Dr. south of Lilac Ln., the installation of ADA ramps at City Hall and the Old County

Courthouse, and the installation of ADA ramps at Tope Elementary. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**Note: This project shall be constructed in accordance with the current Davis Bacon Wage Rate Determination (Refer to Appendix B). For further information, contact Kristen Ashbeck, City of Grand Junction Sr. Planner, Community Development at (970) 244-1491.**

### **3.3. SPECIAL CONDITIONS & PROVISIONS:**

#### **3.3.1 Mandatory Pre-Bid Meeting: N/A**

#### **3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Duane Hoff Jr., Senior Buyer  
City of Grand Junction  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

#### **3.3.2 Project Manager:** The Project Manager for the project is Eric Mocko, Project Engineer, who can be reached at (970)256-4017 During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Public Works and Planning  
Attn: Eric Mocko, Project Manager  
333 West Avenue, Building C  
Grand Junction, CO 81501

#### **3.3.3 Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.

#### **3.3.4 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

#### **3.3.5 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

#### **3.3.6 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if

any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.7 Time of Completion:** The scheduled time of Completion for the Project is 63 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.3.8 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All work shall be performed between the hours of 7:00 AM to 5:00 PM.

**3.3.9 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractor's expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

**3.3.10 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

None

The following permits are required for the Project and shall be obtained and paid for by the Contractor, with the costs included in the total bid price for the Project:

None

**3.3.11 City Furnished Materials:** The City will furnish the following materials for the Project:

- Door-hangers
- Damaged or outdated manhole ring and covers and Water Valve boxes and lids that need to be replaced. The City will furnish the above mentioned. The Contractor shall be responsible for picking up the materials from Castings Inc.

**3.3.12 Project Newsletters:** A newsletter for the Project will be prepared and

distributed by the City, as needed. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and Contractor. The newsletter will be mailed approximately one week before the Contractor commences work.

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the work is scheduled to begin.

**3.3.13 Project Sign:** Project signs, if any, will be furnished and installed by the City.

**3.3.14 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.

**3.3.15 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

**3.3.16 Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.

**3.3.17 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

**3.3.18 Quality Control Testing:** Supplier shall perform Quality Control (QC) testing on the Asphalt. The Contractor shall provide QC throughout the Contract, with the use of their own QC Technicians or the use of a certified laboratory. In accordance with Section 401.06.3 of the City of Grand Junction Standard Specifications for Road and Bridge Construction, results of all QC tests shall be submitted to the Project Engineer and the City's Quality Assurance (QA) Technician within 4 hours of the time of sampling. Failure to do so may require that paving be suspended until all sampling results have been received, reviewed, and approved. The Contractor shall supply QC Lab personnel for night work for comparison of test data. If lab personnel is not supplied paving operations will be suspended until one is available. QC Field personnel shall remain on site during the duration of the paving operation or until in-place density are met.

The Contractor/Supplier shall perform QC testing on all concrete. The City will perform QA testing for concrete.

The Contractor, at their own discretion, may elect to forgo the soils QC field testing (in-place soils density) for placement of Embankment and Aggregate Base Course. QA testing for these items will be performed by the City, and laboratory results for submittal purposes will be provided by the contractor. However, if a sufficient number

of failed test results are observed by the City and/or its QA testing representatives, written notification will be provided to the contractor, and back payment to the City for failed location re-tests will be required.

**3.3.19 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Traffic Control Plans
- Project Schedule
- Concrete Mix Design
- Class 6 Base Course
- Asphalt Mix Design

**3.3.20 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.

**3.3.21 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.

**3.3.22 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.

**3.3.23 Existing Utilities and Structures:** Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

**3.3.24 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

**3.3.25 Work to be Performed by the City (Prior to Construction):**

- Removal of Trees on 6<sup>th</sup> Street
- Removal of Tree on Pinyon

**3.3.26 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new sidewalk and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

**3.3.27 ACI Concrete and Flatwork Finisher and Technician:** Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT)

or other Flatwork Finisher certification program approved by the City Engineering Manager.

**3.3.28 Tack Coat:** Tack Coat will be required between the existing asphalt and the new asphalt, or between new lifts of asphalt. The tack coat shall meet the requirements of Section 407 of the *Standard Specifications for Road and Bridge Construction*, as modified, herein. The cost of the tack coat will be considered incidental to the work and will not be paid for separately.

**3.3.29 Temporary Pavement Marking Tape:** The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping or new striping locations per provided project plans. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.

**3.3.30 Transverse Milling:** Butt joints (Transverse Milling) shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Project Engineer or his representative.

**3.3.31 Manholes and Water Valves:** It shall be the contractors' responsibility to accurately record and adjust all manholes, valve boxes and survey monuments to final grade

#### **3.4. SCOPE OF WORK:**

##### **STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:**

The *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project by the following modifications to *The Standard Specifications for Road and Bridge Construction*, State Department of Highways, Division of Highways, State of Colorado:

##### **SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.07, add the following:

All concrete and asphalt removal required for installation of new will be considered incidental and will not be measured or paid for separately.

Subsection 202.12, add the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts shall be incidental to work.

##### **SP-2 SECTION 208 – EROSION CONTROL**

For inlet protection along Major Arterial or Collector Street sections the only approved inlet

protections shall be a filter sock.

Add the following to this subsection:

208.05(n) Add the Following:

Concrete Washout Structure:

Water for clean-up of equipment used in the mixing or distribution of concrete shall not be discharged to any storm water facilities, drain ways, or deposited into any open fields. The waste water used shall either be wasted on an open excavation area or in an onsite detention facility for future disposal.

Subsection 208.08 Payment for Best Management Practices.

The disposal of wash water shall be considered incidental to the concrete and will not be measured for or paid for separately.

Add the following to this subsection:

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion Control (Complete In Place)	Lump Sum

Erosion Control (Complete in Place) shall include storm drain inlet protection and a concrete washout structure.

### **SP-3 SECTION 601 – STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air  $\pm$ 1.5%
- Slump 4", Loads exceeding 4 1/2" shall be rejected
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type brand and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator.
2. Number of revolutions of the drum for mixing
3. Discharge time

#### **SP-4 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS**

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, disposal of excavated and removed materials; furnishing, placement and compaction of Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

#### **SP-5 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL**

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two-way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original contract price for the project. Flagging shall be considered incidental and included in Traffic Control (Complete in Place).
4. Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.



**3.5. Attachments:**

- Appendix A: Project Submittal Form
- Appendix B: Construction Drawings
- Appendix C: Bidder Certifications

**3.6. Contractor Bid Documents:** For Contractor’s convenience, the following is a list of forms/items to be submitted with the Contractor’s bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor’s responsibility to ensure all forms/items are submitted.

- **Contractor’s Bid Form**
- **Price Bid Schedule**
- **Davis Bacon Wage/Grant Required Forms**

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	April 3, 2020
Mandatory Pre-Bid Meeting	N/A
Inquiry deadline, no questions after this date	April 15, 2020
Addendum Posted	April 20, 2019
Submittal deadline for proposals	April 24, 2020
City Council Approval	May 20, 2020
Notice of Award & Contract execution	May 21, 2020
Bonding & Insurance Cert due	May 28, 2020
Preconstruction meeting	May 28, 2020
Work begins no later than	Upon Receipt of Notice to Proceed
Final Completion	63 Calendar Days from Notice to Proceed
Holidays:	July 3-4 2020

## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-4786-20-DH "2020 Safe Routes to School Projects"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

## Bid Schedule: 2020 CDBG-Safe Routes to School

Contractor: \_\_\_\_\_

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	8" Storm Pipe (HDPE or approved equal)	29.	LF	\$ _____	\$ _____
2	108.2	12" Storm Pipe (RCP CL3)	36.	LF	\$ _____	\$ _____
3	108.3	Chase Drain (6" Wide)	6.	LF	\$ _____	\$ _____
4	108.6	Single Storm Drain Inlet (Vertical Curb) (24"x36")	1.	Each	\$ _____	\$ _____
5	202	Removal of Asphalt Mat	1,032.	SY	\$ _____	\$ _____
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, and landscape borders)	322.	SY	\$ _____	\$ _____
7	202	Remove, Maintain, and Reset Sod	64.	SY	\$ _____	\$ _____
8	202	Remove Landscape Ground Cover and Any Underlying Barrier.	527.	SY	\$ _____	\$ _____
9	208	Inlet Protection (Silt-Sack) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	15.	Each	\$ _____	\$ _____
10	208	Concrete Washout Facility	1.	Lump Sum	\$ _____	\$ _____
11	210	Reset Fire Hydrant	1.	Each	\$ _____	\$ _____
12	210	Reset Valve Box	4.	Each	\$ _____	\$ _____
13	210	Reset Sign	17.	Each	\$ _____	\$ _____
14	210	Adjust Storm Drain Inlet Frame and Grate to Grade (Includes Elevation Adjustments and Lid Replacement)	6.	Each	\$ _____	\$ _____
15	210	Remove and Reset Chain Link Fence	20.	LF	\$ _____	\$ _____
16	210	Reset Irrigation Sprinkler Heads	9.	Each	\$ _____	\$ _____
17	210	Remove and Reset Mailbox	11.	Each	\$ _____	\$ _____
18	210	Inorganic Mulch (1 1/2" Tan Granite) (6" Thick)	42.	CY	\$ _____	\$ _____

## Bid Schedule: 2020 CDBG-Safe Routes to School

**Contractor:** \_\_\_\_\_

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
19	401.08	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22) (Two 2" Lifts)	717.	SY	\$ _____	\$ _____
20	608/305	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	954.	LF	\$ _____	\$ _____
21	608.06	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	18.	SY	\$ _____	\$ _____
22	608/304	Concrete Sidewalk (6" Thick) to Include 6" of Class 6 Aggregate Base Course	38.	SY	\$ _____	\$ _____
23	608	Vertical Concrete Curb, Gutter and Sidewalk (Match in Kind) To Include 6" of Class 6 Aggregate Base Course	994.	SY	\$ _____	\$ _____
24	608	Concrete Driveway Section (6" Thick) (Residential) to Include 6" of Class 6 Aggregate Base Course	275.	SY	\$ _____	\$ _____
25	608	Concrete Driveway Section (8" Thick) (Commercial) to Include 6" of Class 6 Aggregate Base Course	58.	SY	\$ _____	\$ _____
26	608	Concrete Corner Fillet to Include 6" of Class 6 Aggregate Base Course.	287.	SY	\$ _____	\$ _____
27	608/304	Concrete Curb Ramp (8" Thick) to Include 6" of Class 6 Aggregate Base Course	186.	SY	\$ _____	\$ _____
28	608	Concrete Drive Over Curb, Gutter and Sidewalk (Match in Kind) to include 6" of Class 6 Aggregate Base Course.	170.	SY	\$ _____	\$ _____
29	608/305	Concrete Pavement (6" Thick) to Include 6" of Class 6 Aggregate Base Course	84.	SY	\$ _____	\$ _____
30	608	Detectable Warnings (Wet Set)	276.	SF	\$ _____	\$ _____
31	620	Sanitary Facility	1.	Lump Sum	\$ _____	\$ _____

## Bid Schedule: 2020 CDBG-Safe Routes to School

**Contractor:** \_\_\_\_\_

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
32	625	Construction Surveying	1.	Lump Sum	\$ _____	\$ _____
33	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
34	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
35	630	Traffic Control Plan	1.	Lump Sum	\$ _____	\$ _____
36	630	Flagging	530.	HR	\$ _____	\$ _____
37	SP-1	PolyDrain Shallow Trench Drain 3.9" Complete In Place	130.	LF	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 15,000.00

**Bid Amount:** \$ \_\_\_\_\_

**Bid Amount:** \_\_\_\_\_

**dollars**

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

**Appendix A**  
**Project Submittal Form**

## PROJECT SUBMITTAL FORM

PROJECT: **2020 CDBG – Safe Routes to School**

CONTRACTOR:

PROJECT ENGINEER: Eric Mocko

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
-------------	---------------	-----------------------	----------------------	---------------

### STREET CONSTRUCTION

Asphalt mix designs				
Base course gradation, Proctor curves				
Concrete Mix Designs				
Storm Pipe				
PolyDrain				

### EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				
Concrete Washout				

### PERMITS, PLANS, OTHER

Traffic Control Plan				



## **Appendix B**

### **Construction Drawings**

# 2020 SAFE ROUTES TO SCHOOL MARCH, 2020

1 Cover	11 9th St & Grand Ave Southwest Corner	21 City Hall ADA Access Ramps Rood Ave & N. 5th St
2 Legend	12 9th St & Grand Ave Southeast Corner	22 City Hall ADA Access Ramps N. 6th St & Drain Detail
3 Summary Of Approximate Quantities	13 10th St & Grand Ave Northwest Corner	23 B.5 Rd Crosswalk
4 Project Control and Vicinity Map	14 10th St & Grand Ave Northeast Corner	24 B Rd STA 0+00 to STA 2+50
5 Project Control and Vicinity Map	15 10th St & Grand Ave Southwest Corner	25 B Rd STA 2+50 to STA 5+00
6 Pinyon STA 0+00 to STA 2+00	16 10th St & Grand Ave Southeast Corner	26 B Rd STA 5+00 to STA 7+50
7 Pinyon STA 2+00 to STA 4+50	17 Lorey Dr STA 0+00 to STA 2+50	27 B Rd STA 8+00 to STA 10+85
8 Pinyon STA 4+50 to STA 7+00	18 Lorey Dr STA 2+50 to STA 5+00	C5 Lorey Drive Storm Plan & Profile
9 9th St & Grand Ave Northwest Corner	19 Tope Elementary ADA Access Ramps	
10 9th St & Grand Ave Northeast Corner	20 City Hall ADA Access Ramps Demo Plan	

UTILITIES AND AGENCIES								
AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE	VOICE-WK	FAX
CITY OF GRAND JUNCTION	ERIC MOCKO	PROJECT ENGINEER	PROJECT ENGINEER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 256-4017	(970) 256-4022
CITY OF GRAND JUNCTION	LEE COOPER	PROJECT ENGINEER	SANITARY SEWER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 256-4155	(970) 256-4022
GRAND VALLEY IRRIGATION CO.	PHIL BERTRAND	MANAGER	IRRIGATION	688 26 RD	688 26 RD	GRAND JCT., CO 81506	(970) 242-2762	
SPECTRUM	JEFF VALDEZ	MANAGER	CABLE TV	2502 FORESIGHT CIRCLE	2502 FORESIGHT CIRCLE	GRAND JCT., CO 81504	(970) 245-8750	(970) 245-6803
CENTURYLINK	CHRIS JOHNSON	ENGINEER	TELEPHONE	2524 BLICHMANN AVE	2524 BLICHMANN AVE	GRAND JCT., CO 81504	(970) 244-4311	(970) 240-4349
UTE WATER	JUSTIN BATES	SUPERVISOR	WATER	PO BOX 460	2190 H ¼ RD	GRAND JCT., CO 81502	(970) 242-7491	(970) 242-9189
XCEL	STEVE PIBURN	UNIT MANAGER	ELECTRIC	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2664	(970) 244-2664
XCEL	SARAH BARRICAU	UNIT MANAGER	GAS	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2656	(970) 244-2656

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PROJECT NO. F2004	
NOTE: NOTIFY AFFECTED UTILITY VENDOR 48 HOURS PRIOR TO EXCAVATIONS THAT WILL EXPOSE UTILITY LINES. THE COVER SHEET WILL HAVE A LISTING OF UTILITY VENDORS AND TELEPHONE NUMBERS.	
DESCRIPTION	DATE
REVISION Δ _____	_____
REVISION Δ _____	_____
REVISION Δ _____	_____
REVISION Δ _____	_____



DRAWING STATUS:	
<input checked="" type="radio"/> PROGRESS	
<input type="radio"/> FINAL CONSTRUCTION DRAWINGS	
<input type="radio"/> ASBUILT	
DESIGNED BY:	
ERIC MOCKO, PROJECT ENGINEER	2020
REVIEWED BY:	
TRENT PRALL, PUBLIC WORKS DIRECTOR	2020
AUTHORIZED FOR CONSTRUCTION	
TRENT PRALL, PUBLIC WORKS DIRECTOR	2020
ACCEPTED AS CONSTRUCTED	
ERIC MOCKO, PROJECT ENGINEER	2020

2020 SAFE ROUTES TO SCHOOL MARCH, 2020

**ABBREVIATIONS**

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS
ABC	AGGREGATE BASE COURSE
AC	ASBESTOS CEMENT
AP	ANGLE POINT
ASB	ANCHORED STRAW BALES
ASP	ALUMINIZED STEEL PIPE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BACK OF CURB
BF	BUTTERFLY VALVE
BOW	BACK OF WALK
BCR	BEGIN CURB RETURN
BOT	BOTTOM
BSWMP	BETTER STORM WATER MANAGEMENT PRACTICES
CH	CHORD
CAP	CORRUGATED ALUMINUM PIPE
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CI	CAST IRON
C,G,& SW	CURB, GUTTER & SIDEWALK
C	CENTER LINE
CL	CLEAR
OMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
COMB	COMBINATION (AS IN STORM SEWER AND SANITARY SEWER)
CONC	CONCRETE
CSM	CITY SURVEY MONUMENT
CSP	CORRUGATED STEEL PIPE
CU	COPPER
DI	DUCTILE IRON
DWY	DRIVEWAY
E	ELECTRIC
ECR	END CURB RETURN
EG	EDGE OF GUTTER
EL	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
FB	FULL BODY
FC	FACE OF CURB
FG	FINISHED GRADE
F	FLOW LINE
FL	FLANGE
FM	FORCE MAIN
FO	FIBER OPTICS
FS	FAR SIDE
FTG	FOOTING
G	GAS
GB	GRADE BREAK
GM	GAS METER
GV	GATE VALVE
HBP	HOT BITUMINOUS PAVEMENT
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
IRR	IRRIGATION
L	LENGTH OF ARC
LC	LONG CHORD
LF	LINEAR FEET
LL	LONG ARC
LS	SHORT ARC
LT	LEFT
MB	MAILBOX
MCSM	MESA COUNTY SURVEY MONUMENT
MH	MANHOLE
MJ	MECHANICAL JOINT
MW	MILL WRAP
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NOP	NO ONE PERSON
NRCP	NON-REINFORCED CONCRETE PIPE
NS	NEAR SIDE
NTS	NOT TO SCALE
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PE	POLYETHYLENE
PERF	PERFORATED
PI	POINT OF INTERSECTION
PIP	PLASTIC IRRIGATION PIPE
POC	POINT ON CURVE
POT	POINT ON TANGENT
PR	PROPOSED
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RG	RESTRAINED GLANDS
RL	LONG RADIUS
ROW	RIGHT OF WAY
RP	RADIUS POINT
RR	RAIL ROAD
RS	SHORT RADIUS
RT	RIGHT
S	SLOPE
SAN	SANITARY
SC	SHORT CHORD
SCD	STANDARD CONTRACT DOCUMENTS
SCH	SCHEDULE
SF	SILT FENCE
SL	SECTION LINE
SSRB	STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION
SSUU	STANDARD SPECIFICATIONS FOR CONSTRUCTION OF UNDERGROUND UTILITIES
STA	STATION
STL	STEEL
STM	STORM
T	TELEPHONE
TAN	LENGTH OF TANGENT
TC	TOP OF CURB
TH	TEST HOLE
TV	TELEVISION
(TYP)	TYPICAL
UU	UNDERGROUND UTILITIES
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VPC	VERTICAL POINT OF CURVATURE
VPCC	VERTICAL POINT OF COMPOUND CURVATURE
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
W	WATER
Δ	DELTA ANGLE

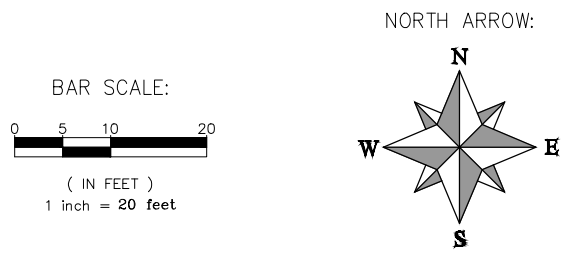
**LEGEND**

BSWMP	-----
DRAINAGE BASIN BOUNDARY	-----
BSWMP	-----
ANCHORED STRAW BALES	ASB ASB ASB ASB ASB ASB ASB ASB
BSWMP	-----
SILT FENCE	SF SF SF SF SF SF SF SF
BUILDING	[Hatched Box]
CONCRETE CURB AND GUTTER	[Double Line]
CONCRETE CURB,GUTTER, & SIDEWALK	[Triple Line]
CONCRETE DITCH	[Dashed Line]
CONCRETE SIDEWALK	[Single Line]
CULVERT	[Line with 18" RCP]
EARTH DITCH	[Line with EARTH labels]
EDGE OF GRAVEL	[Dashed Line]
EDGE OF PAVEMENT	[Solid Line]
FENCE (BARBED WIRE)	[Line with X's]
FENCE (CHAIN LINK)	[Line with X's]
FENCE (IRON)	[Line with X's]
FENCE (PLASTIC)	[Line with X's]
FENCE (TEMPORARY CONSTRUCTION)	[Line with X's]
FENCE (WOOD)	[Line with X's]
FENCE (WOVEN WIRE)	[Line with X's]
GUARD RAIL	[Line with 9" labels]
HATCHING: INDICATES ASPHALT REMOVAL	[Dotted Hatched Box]
HATCHING: INDICATES CONCRETE REMOVAL	[Diagonal Hatched Box]
HATCHING: INDICATES STAGING AREA	[Cross-hatched Box]
LINE (CENTER OF IMPROVEMENTS)	[Dashed Line]
LINE (CITY LIMITS)	[Solid Line]
LINE (CONTROL)	[Solid Line]
LINE (EASEMENT)	[Dashed Line]
LINE (MONUMENT/SECTION)	[Solid Line]
LINE (PROPERTY)	[Dashed Line]
LINE (RIGHT OF WAY)	[Dashed Line]
MATCH LINE	--- MATCH LINE --- SEE SHEET NO ?
PIPE (IRRIGATION)	[Line with 4" IRR]
PIPE (SIPHON)	[Line with 4" SIPHON]

PROPOSED CONCRETE CURB AND GUTTER	[Double Line]
PROPOSED CONCRETE CURB,GUTTER,& SIDEWALK	[Triple Line]
PROPOSED CONCRETE SIDEWALK	[Single Line]
PROPOSED "WET" UTILITIES (CONSTRUCTION NOTE WILL INDICATE TYPE, SIZE, AND MATERIAL OF NEW MAIN)	[Line with 8" PVC SANITARY SEWER]
ALL PROPOSED FEATURES NOT SHOWN IN LEGEND WILL BE SHOWN THE SAME AS THEIR EXISTING COUNTERPART, BUT INDICATED BY BOLDER LINETYPE	
RAIL ROAD	[Line with RR]
RETAINING WALL	[Line with 1' RETAINING WALL]
STRIPING (CONTINUOUS WHITE)	[Line with WHITE]
STRIPING (DASHED WHITE)	[Line with WHITE]
STRIPING (CONTINUOUS YELLOW)	[Line with YELLOW]
STRIPING (DASHED YELLOW)	[Line with YELLOW]
TOP OF SLOPE	[Line with 4570]
CONTOUR LINES (SHOWN BETWEEN TOP & TOE)	[Line with 4580]
TOE OF SLOPE	[Line with 4570]
TRAFFIC DETECTOR LOOP	[Dashed Box]
UTILITY LINE (ABANDON) (THIS CASE A WATER LINE)	[Line with W (ABANDON) 8" W]
UTILITY LINE (CABLE TV)	[Line with TV TV]
UTILITY LINE (ELECTRIC)	[Line with E E]
UTILITY LINE (FIBER OPTIC)	[Line with FO OPT FO]
UTILITY LINE (GAS)	[Line with G 1 1/4" MBL G]
UTILITY LINE (HIGH VOLTAGE OVERHEAD POWER)	[Line with HVHP]
UTILITY LINE (OVERHEAD POWER)	[Line with OHP]
UTILITY LINE (OVERHEAD TELEPHONE)	[Line with OHT]
UTILITY LINE (SANITARY SEWER)	[Line with 8" SAN]
UTILITY LINE (SANITARY SEWER FORCE MAIN)	[Line with 8" FM]
UTILITY LINE (SANITARY SEWER SERVICE)	[Line with 8" STM]
UTILITY LINE (STORM SEWER)	[Line with 8" STM]
UTILITY LINE (STORM SEWER, PERFORATED)	[Line with 6" PERF]
UTILITY LINE (STORM/SANITARY SEWER SEWER COMBINATION)	[Line with 18" COMB]
UTILITY LINE (TELEPHONE)	[Line with T T]
UTILITY LINE (WATER)	[Line with W 8" W]

**SYMBOLS**

BENCH MARK	[Symbol]
CATCH BASIN	[Symbol]
CLEAN OUT	[Symbol]
CURB STOP	[Symbol]
FIRE HYDRANT	[Symbol]
GUY WIRE ANCHOR	[Symbol]
HEADGATE	[Symbol]
IRRIGATION PUMP	[Symbol]
MAILBOX	[Symbol]
MANHOLE (ELECTRIC)	[Symbol]
MANHOLE (GAS)	[Symbol]
MANHOLE (SANITARY/STORM)	[Symbol]
MANHOLE (TELEPHONE)	[Symbol]
MANHOLE (TV)	[Symbol]
MANHOLE (WATER)	[Symbol]
METER (GAS)	[Symbol]
METER (WATER)	[Symbol]
PEDESTAL (TELEPHONE)	[Symbol]
PEDESTAL (TV)	[Symbol]
PROPERTY PIN	[Symbol]
PULL BOX	[Symbol]
REDUCER FITTING	[Symbol]
SIGN OR POST (SIGN TYPE NOTED)	[Symbol]
SPRINKLER HEAD	[Symbol]
STREET LIGHT	[Symbol]
SURVEY MONUMENT (CITY)	[Symbol]
SURVEY MONUMENT (TYPE NOTED)	[Symbol]
TEST HOLE	[Symbol]
TRAFFIC PAINT MARKING	[Symbol]
TRAFFIC SIGNAL POLE AND MAST ARM	[Symbol]
UTILITY POLE	[Symbol]
VALVE (GAS)	[Symbol]
VALVE (IRRIGATION)	[Symbol]
VALVE (WATER)	[Symbol]
VEGETATION (HEDGE OR BUSH)	[Symbol]
VEGETATION (TREE STUMP)	[Symbol]
VEGETATION (TREE) (CALIPER SIZE NOTED)	[Symbol]
WATER HYDRANT	[Symbol]
WEIR	[Symbol]
YARD LIGHT	[Symbol]



N:\Landproj\2020 CD86-Safe-Routes to School.dwg 01-04-Cover.dwg, 2 Legend, 3/26/2020 4:59:55 PM

REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
△			DRAWN BY JCS DATE 4-02
△			DESIGNED BY ECM DATE 2020
△			CHECKED BY ECM DATE 2020
△			APPROVED BY ECM DATE 2020

SCALES: PLAN & PROFILE



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**CITY OF GRAND JUNCTION STANDARD ABBREVIATIONS, LEGEND AND SYMBOLS**

N:\Landproj\2020 CDB6-Safe Routes to School\dwg\01-04 Cover.dwg, 3 Summary Of Approximate Quantities, 3/26/2020 5:00:05 PM

REVISION	DESCRIPTION	DATE
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△		
△		
△		

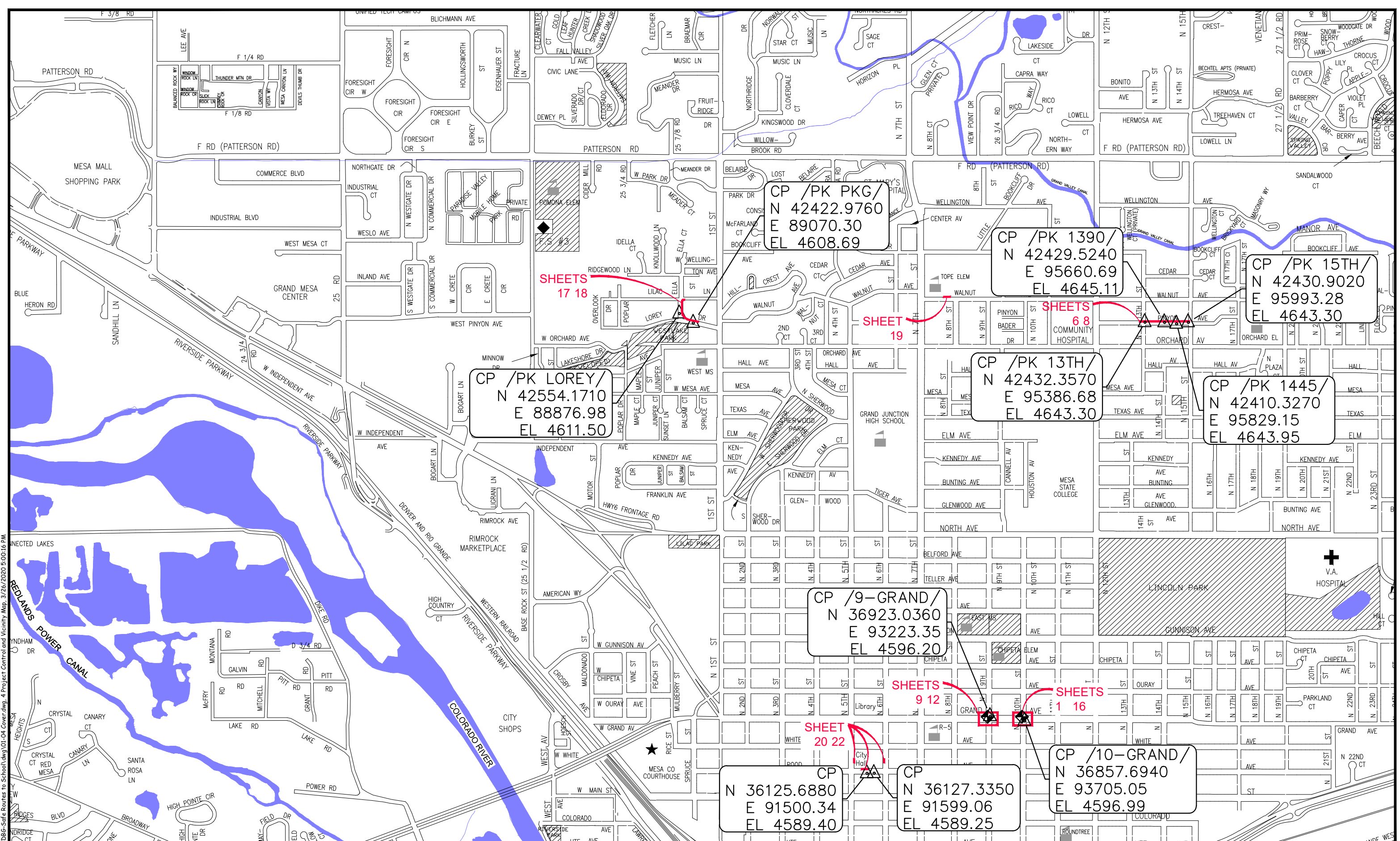
PROJECT NO.	F2004
DRAWN BY	HMC DATE 2020
DESIGNED BY	ECM DATE 2020
CHECKED BY	ECM DATE 2020
APPROVED BY	ECM DATE 2020

SCALES: PLAN & PROFILE



PUBLIC WORKS  
ENGINEERING DIVISION

2020 SAFE ROUTES TO SCHOOL  
SUMMARY OF APPROXIMATE QUANTITIES



CP /PK PKG/  
N 42422.9760  
E 89070.30  
EL 4608.69

CP /PK 1390/  
N 42429.5240  
E 95660.69  
EL 4645.11

CP /PK 15TH/  
N 42430.9020  
E 95993.28  
EL 4643.30

CP /PK LOREY/  
N 42554.1710  
E 88876.98  
EL 4611.50

CP /PK 13TH/  
N 42432.3570  
E 95386.68  
EL 4643.30

CP /PK 1445/  
N 42410.3270  
E 95829.15  
EL 4643.95

CP /9-GRAND/  
N 36923.0360  
E 93223.35  
EL 4596.20

CP  
N 36125.6880  
E 91500.34  
EL 4589.40

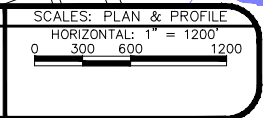
CP  
N 36127.3350  
E 91599.06  
EL 4589.25

CP /10-GRAND/  
N 36857.6940  
E 93705.05  
EL 4596.99

N:\Landproj\2020 CD86-Safe Routes to School\dwg\01-04-Cover.dwg, 4-Project Control and Vicinity Map, 3/26/2020 5:00:16 PM

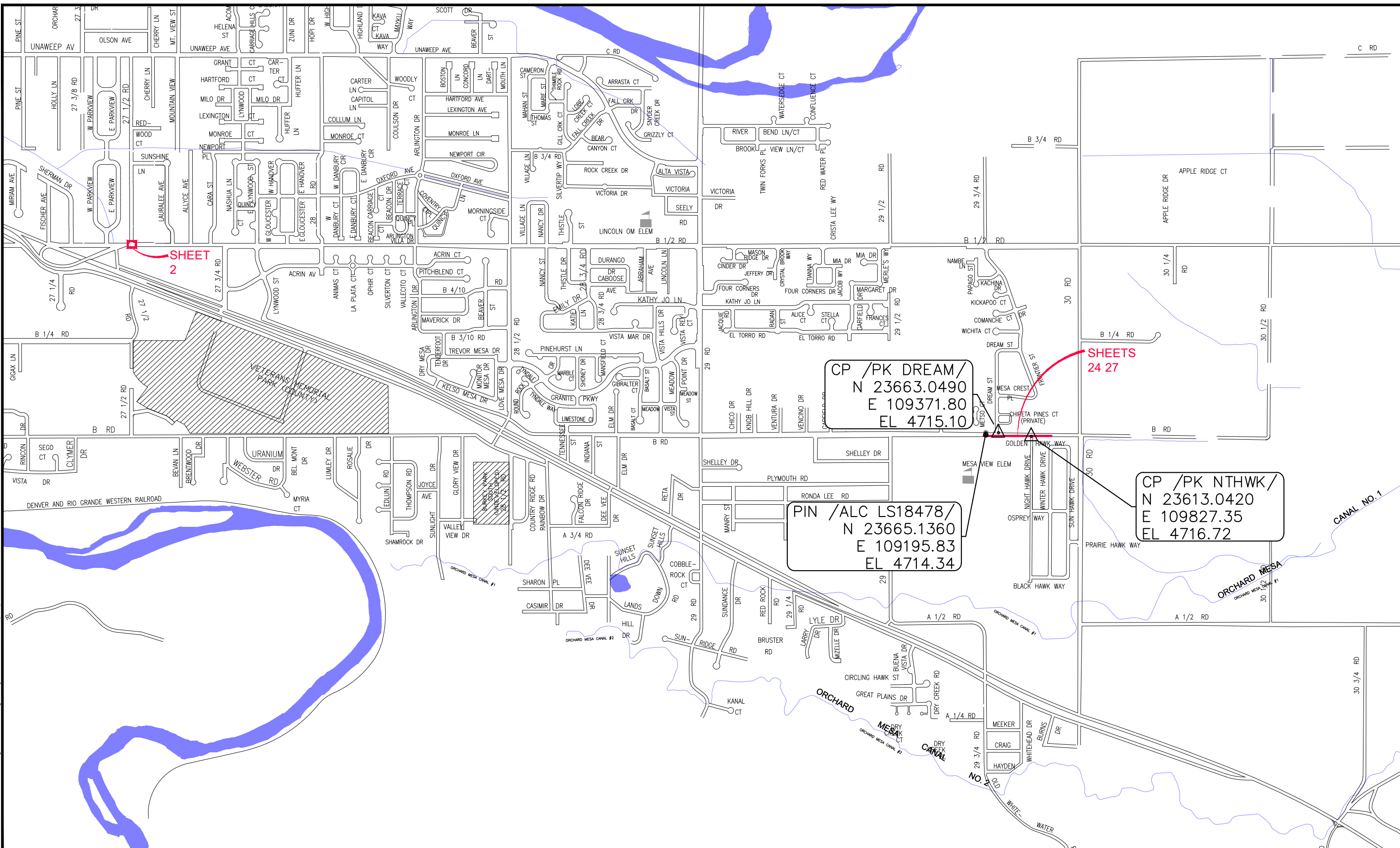
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REVISION		
REVISION		
REVISION		

PROJECT NO.	F2004
DRAWN BY	HMC DATE 2020
DESIGNED BY	ECM DATE 2020
CHECKED BY	ECM DATE 2020
APPROVED BY	ECM DATE 2020



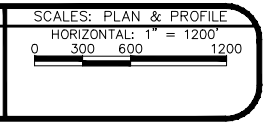
PUBLIC WORKS  
ENGINEERING DIVISION

2020 SAFE ROUTES TO SCHOOL  
PROJECT CONTROL  
AND VICINITY MAP



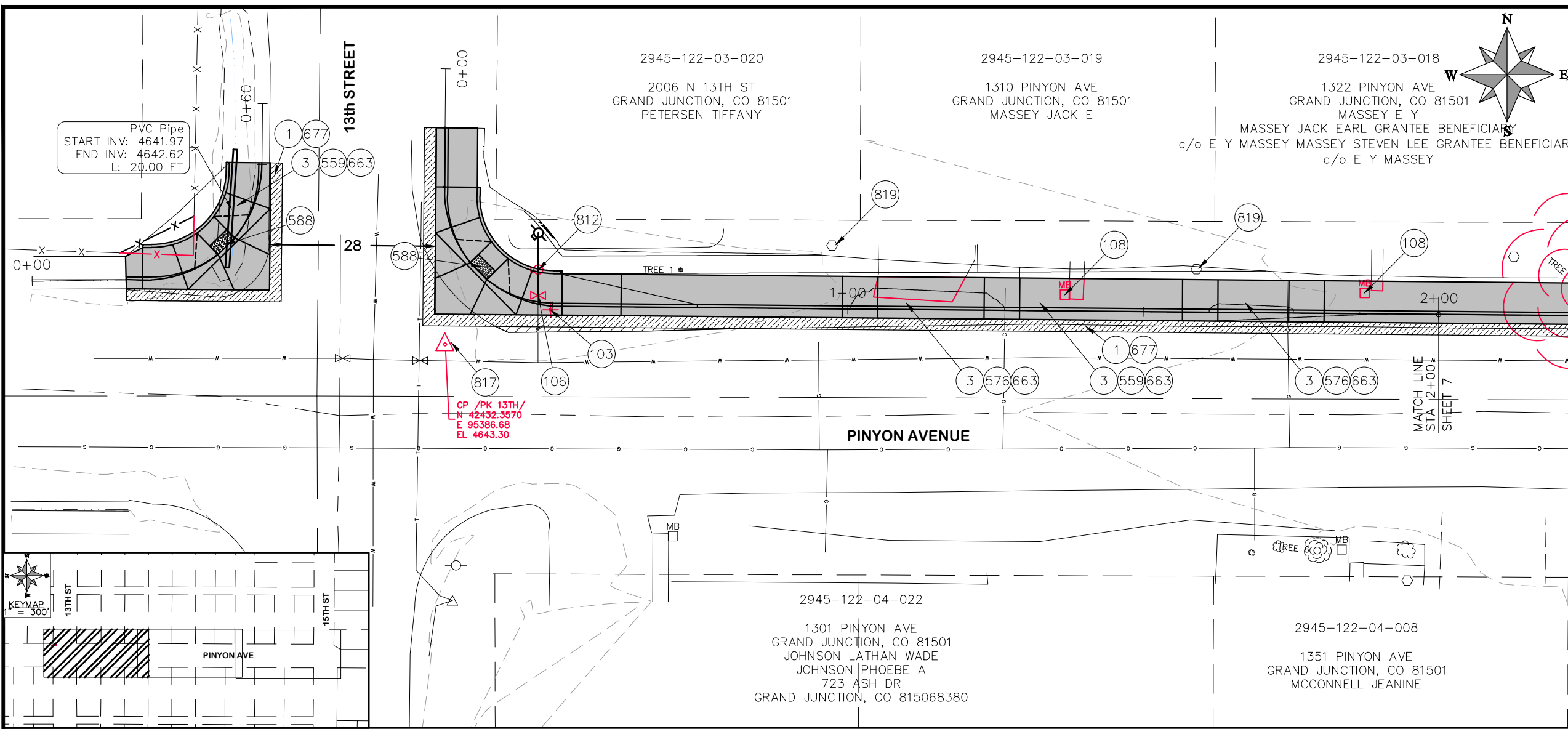
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REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION	△		DRAWN BY HMC DATE 2020
REVISION	△		DESIGNED BY ECM DATE 2020
REVISION	△		CHECKED BY ECM DATE 2020
REVISION	△		APPROVED BY ECM DATE 2020



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ENGINEERING DIVISION**

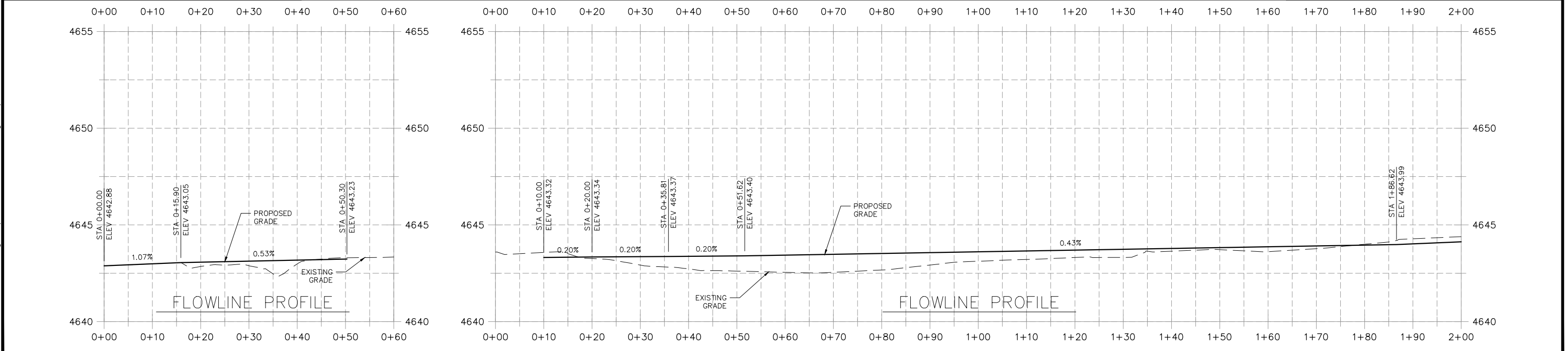
**2020 SAFE ROUTES TO SCHOOL  
PROJECT CONTROL  
AND VICINITY MAP**



CONSTRUCTION NOTES	
1	202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
3	202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
103	210 - RESET SIGN.
106	210 - ADJUST WATER VALVE BOX.
108	210 - RESET MAILBOX TO NEW 4X4 POST.
550	608.06 - CONCRETE CURB (6" HIGH)
559	608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
576	608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
588	608.06 - DETECTABLE WARNING
636	610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (___" THICK)
663	304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
677	401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
780	208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
812	PROTECT FIRE HYDRANT.
817	PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
819	PROTECT WATER METER.
822	PROTECT LIGHT POLE.
827	PROTECT IRRIGATION STRUCTURE

HATCH LEGEND	
	CONCRETE
	ASPHALT



REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION Δ			DRAWN BY HMC DATE 2020
REVISION Δ			DESIGNED BY ECM DATE 2020
REVISION Δ			CHECKED BY ECM DATE 2020
REVISION Δ			APPROVED BY ECM DATE 2020

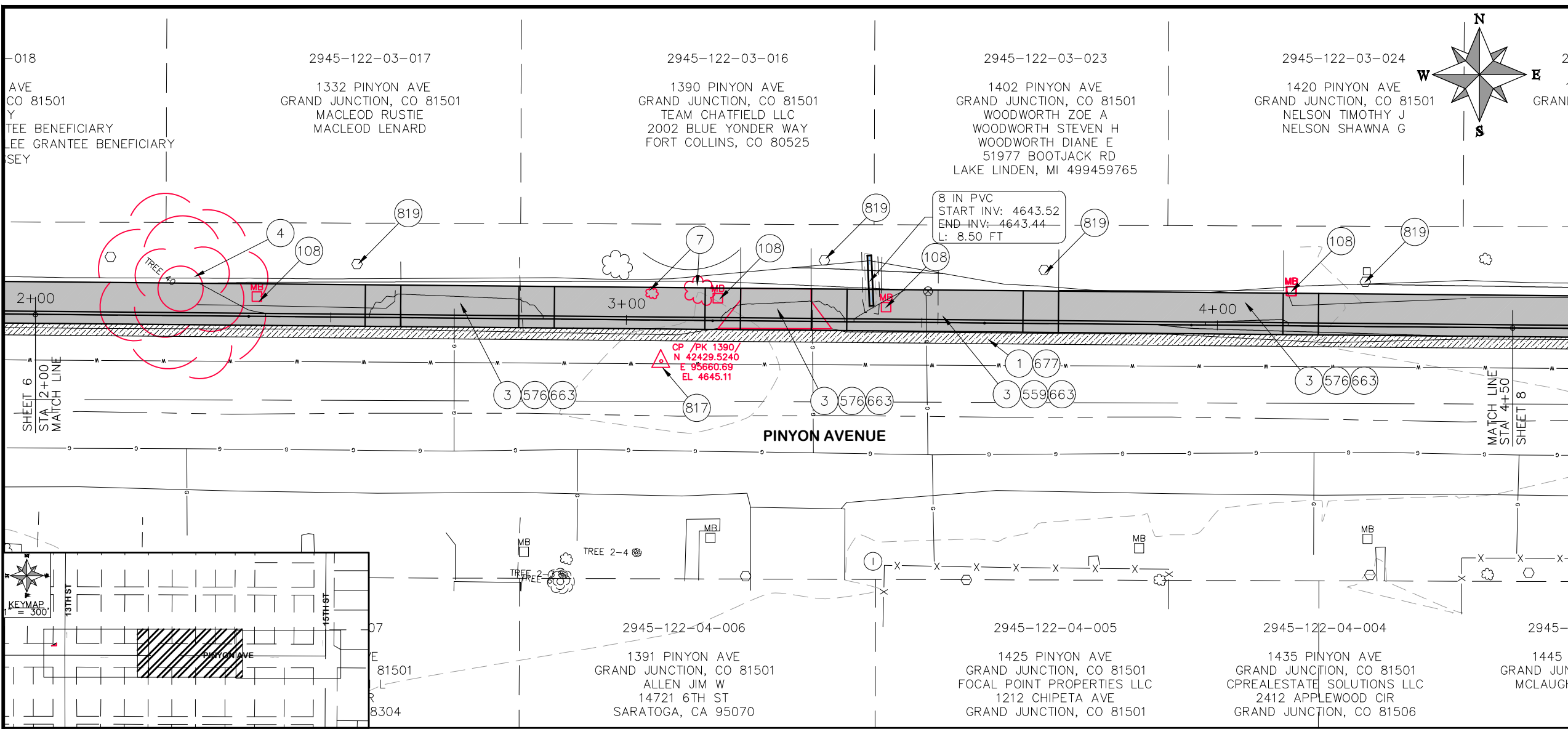
SCALES: PLAN & PROFILE	
HORIZONTAL: 1" = 20'	0 5 10 20
VERTICAL: 1" = 5'	0 1.25 2.5 5



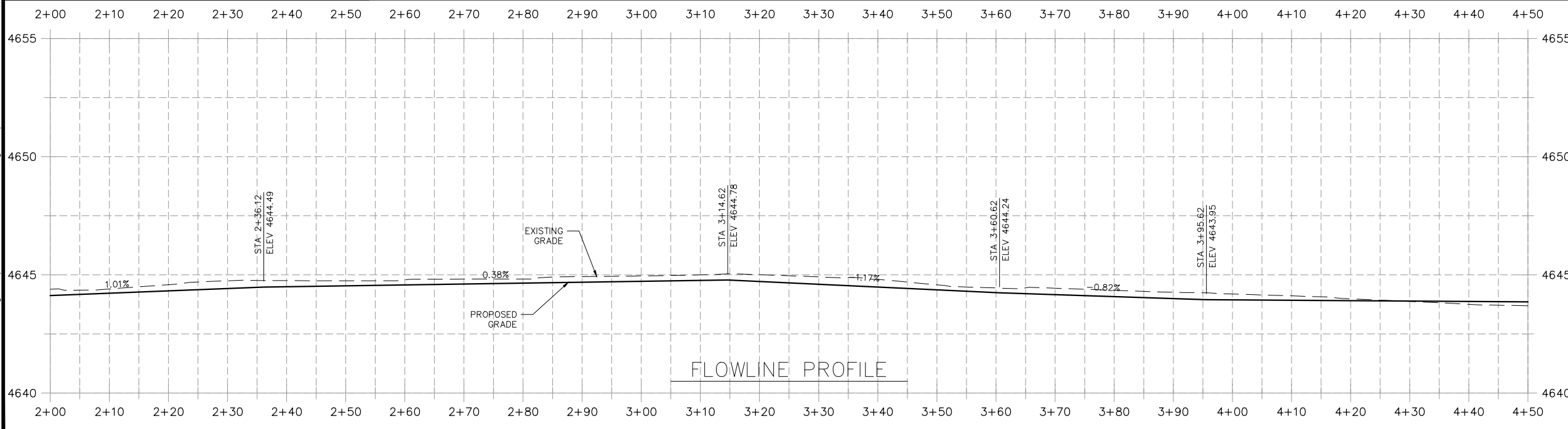
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ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
PINYON AVENUE FROM 13TH TO 15TH  
STA 0+00 TO STA 2+00**

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- CONSTRUCTION NOTES**
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
  - ④ 202 - REMOVAL OF TREE BY OTHERS
  - ⑦ 202 - REMOVAL OF SHRUB BY OTHERS
  - ⑩③ 210 - RESET SIGN.
  - ⑩⑥ 210 - ADJUST WATER VALVE BOX.
  - ⑩⑧ 210 - RESET MAILBOX TO NEW 4X4 POST.
  - ⑤⑤① 608.06 - CONCRETE CURB (6" HIGH)
  - ⑤⑤⑨ 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7" WIDE)
  - ⑤⑦⑥ 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
  - ⑤⑧⑧ 608.06 - DETECTABLE WARNING
  - ⑥③⑥ 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (\_\_\_" THICK)
  - ⑥⑥③ 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - ⑥⑦⑦ 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - ⑦⑧① 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
  - ⑧①② PROTECT FIRE HYDRANT.
  - ⑧①⑦ PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
  - ⑧①⑨ PROTECT WATER METER.
  - ⑧②② PROTECT LIGHT POLE.
  - ⑧②⑦ PROTECT IRRIGATION STRUCTURE



**HATCH LEGEND**

- CONCRETE
- ASPHALT

REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
△			DRAWN BY HMC DATE 2020
△			DESIGNED BY ECM DATE 2020
△			CHECKED BY ECM DATE 2020
△			APPROVED BY ECM DATE 2020

**SCALES: PLAN & PROFILE**

HORIZONTAL: 1" = 20'

VERTICAL: 1" = 5'

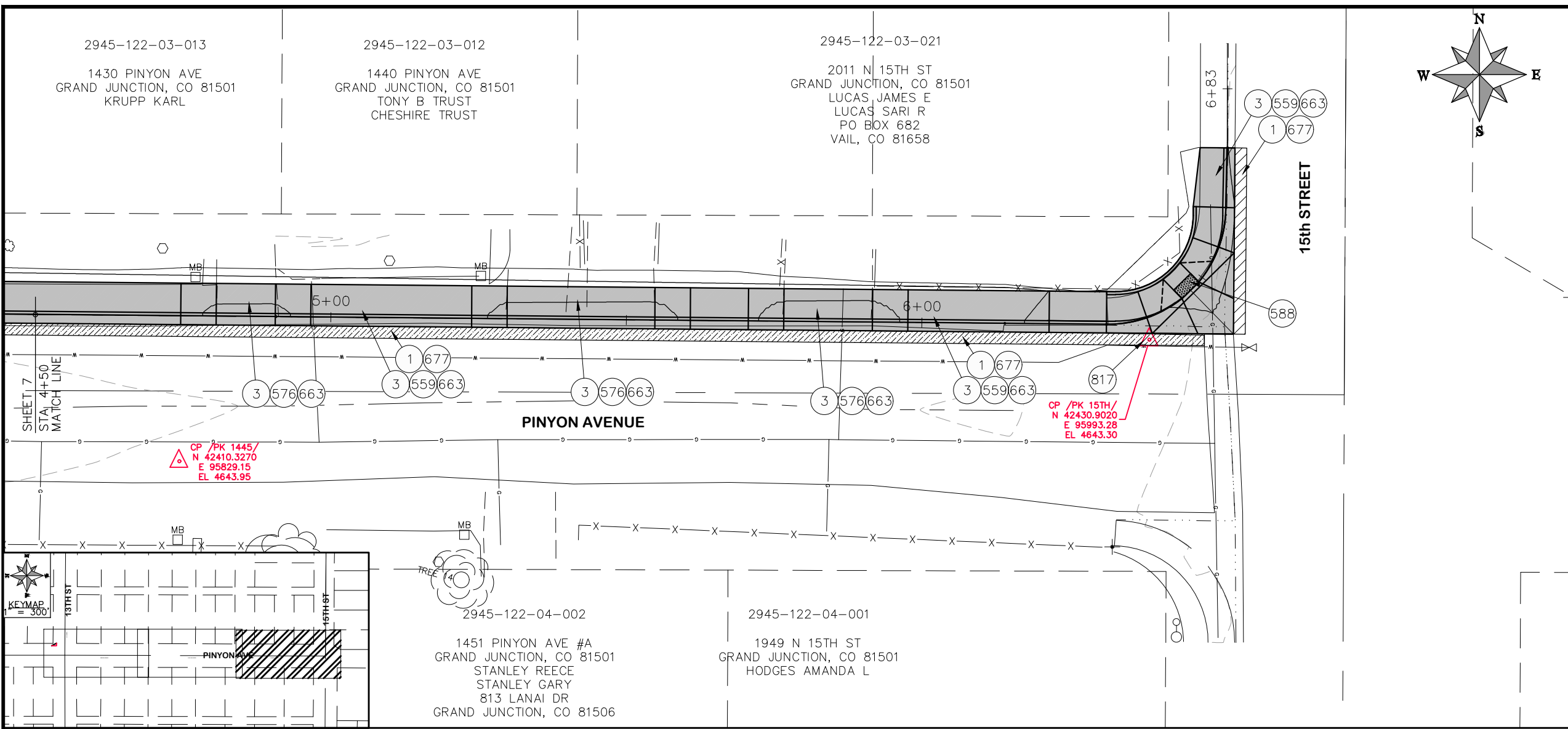


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ENGINEERING DIVISION**

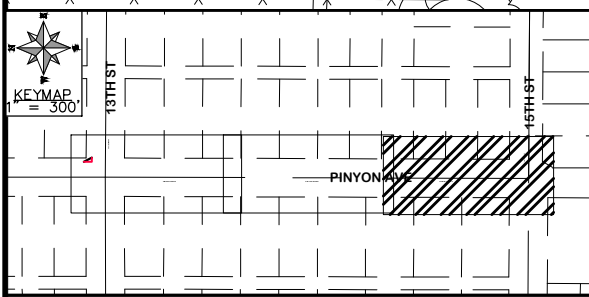
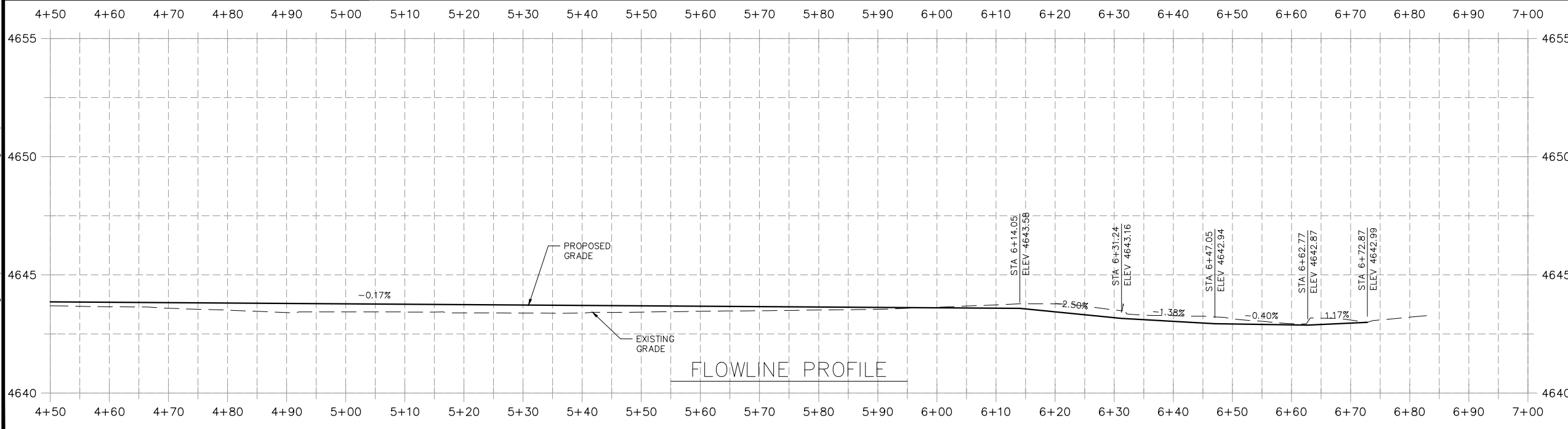
**2020 SAFE ROUTES TO SCHOOL  
PINYON AVENUE FROM 13TH TO 15TH  
STA 2+00 TO STA 4+50**

N:\Landproj\2020 CD86-Safe Routes to School\dwg\6 Pinyon STA 0+00 to STA 2+00.dwg, 7 Pinyon STA 2+00 to STA 4+50, 3/26/2020 5:00:56 PM





- CONSTRUCTION NOTES**
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
  - ④ 202 - REMOVAL OF TREE BY OTHERS
  - ⑦ 202 - REMOVAL OF SHRUB BY OTHERS
  - ⑩3 210 - RESET SIGN.
  - ⑩6 210 - ADJUST WATER VALVE BOX.
  - ⑩8 210 - RESET MAILBOX TO NEW 4X4 POST.
  - ⑤50 608.06 - CONCRETE CURB (6" HIGH)
  - ⑤59 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
  - ⑤76 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
  - ⑤88 608.06 - DETECTABLE WARNING
  - ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (\_\_\_" THICK)
  - ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - ⑦80 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
  - ⑧12 PROTECT FIRE HYDRANT.
  - ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
  - ⑧19 PROTECT WATER METER.
  - ⑧22 PROTECT LIGHT POLE.
  - ⑧27 PROTECT IRRIGATION STRUCTURE



**HATCH LEGEND**

	CONCRETE		ASPHALT
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REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION Δ			DRAWN BY HMC DATE 2020
REVISION Δ			DESIGNED BY ECM DATE 2020
REVISION Δ			CHECKED BY ECM DATE 2020
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**SCALES: PLAN & PROFILE**

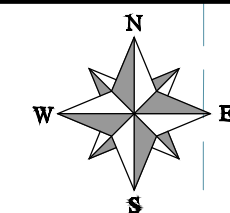
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VERTICAL: 1" = 5'	0 1.25 2.5 5



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ENGINEERING DIVISION**

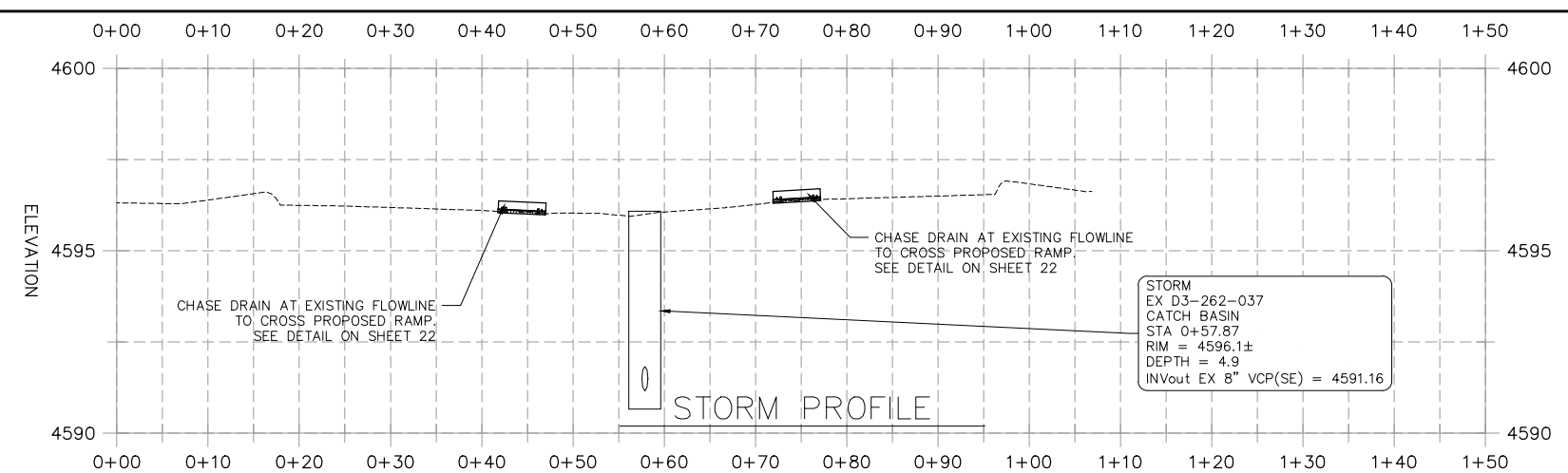
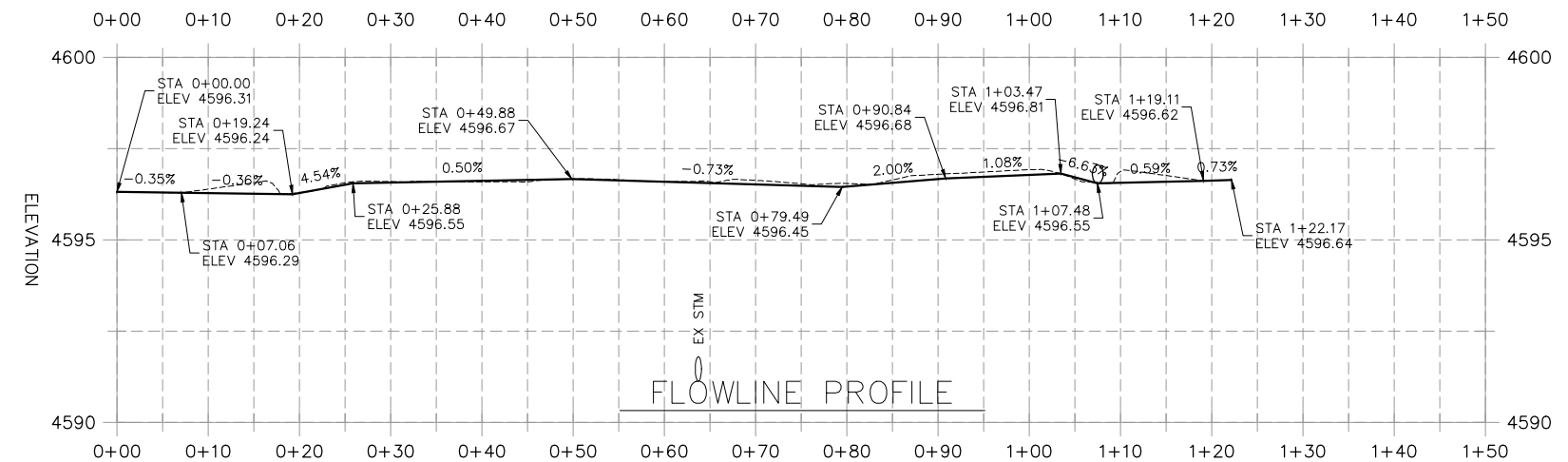
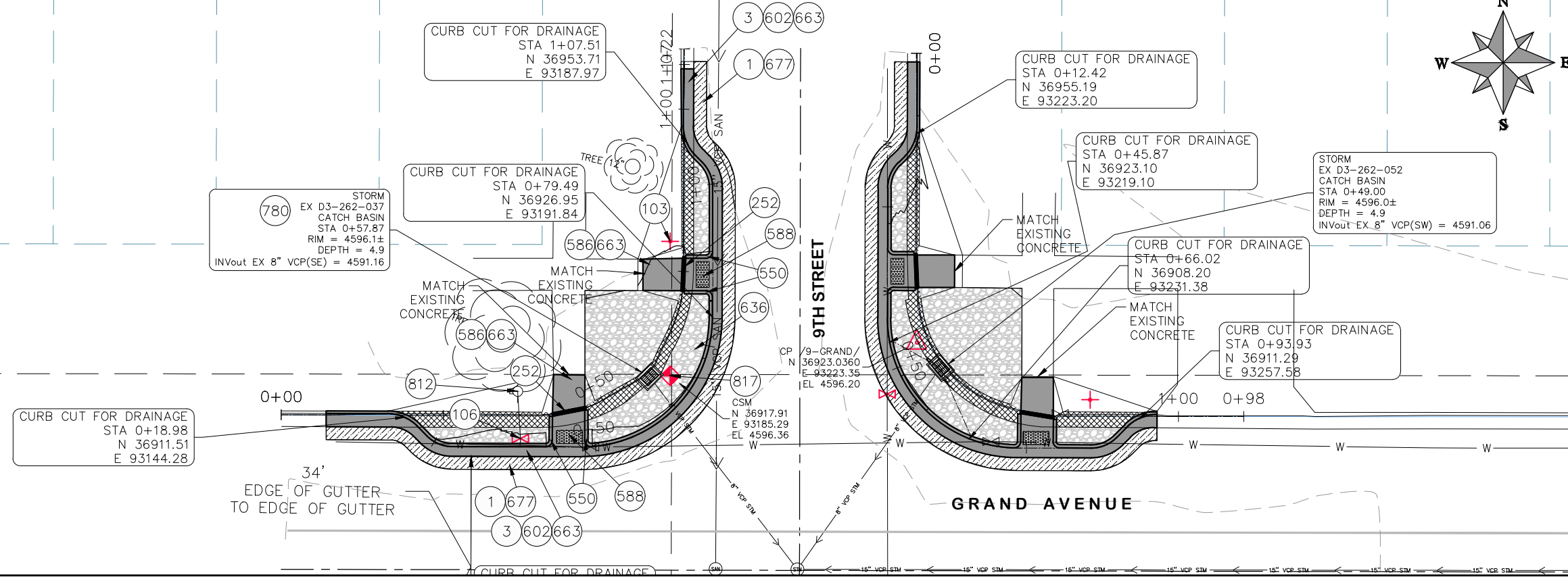
**2020 SAFE ROUTES TO SCHOOL  
PINYON AVENUE FROM 13TH TO 15TH  
STA 4+50 TO STAN 7+00**

N:\landproj\2020 CD86-Safe Routes to School.dwg 16 Pinyon STA 0+00 to STA 2+00.dwg, 8 Pinyon STA 4+50 to STA 7+00, 3/26/2020 5:01:07 PM



**CONSTRUCTION NOTES**

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ⑩3 210 - RESET SIGN.
- ⑩6 210 - ADJUST WATER VALVE BOX.
- ②52 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ②53 102.13/108.6 - SMALL AREA INLET WITH CONCRETE COLLAR (SEE CITY OF GRAND JUNCTION STANDARD DETAIL D-11).
- ⑤50 608.06 - CONCRETE CURB (6" HIGH)
- ⑤86 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤88 608.06 - DETECTABLE WARNING
- ⑥02 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑦80 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
- ⑧12 PROTECT FIRE HYDRANT.
- ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
- ⑧28 PROTECT EXISTING CONCRETE IN PLACE



**HATCH LEGEND**

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
--	----------	--	---------	--	-----------------	--	---------------------------

N:\Landproj\2020 CD86-Safe Routes to School\dwg\9 9th St & Grand Ave Northwest Corner.dwg, 9 9th St & Grand Ave Northwest Corner, 3/26/2020 5:04:30 PM

REVISION	DESCRIPTION	DATE
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PROJECT NO. F2004	DRAWN BY HMC	DATE 2020
DESIGNED BY ECM	DATE 2020	
CHECKED BY ECM	DATE 2020	
APPROVED BY ECM	DATE 2020	

**SCALES: PLAN & PROFILE**

HORIZONTAL: 1" = 20'

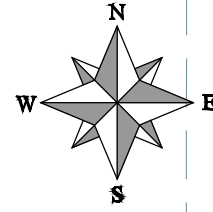
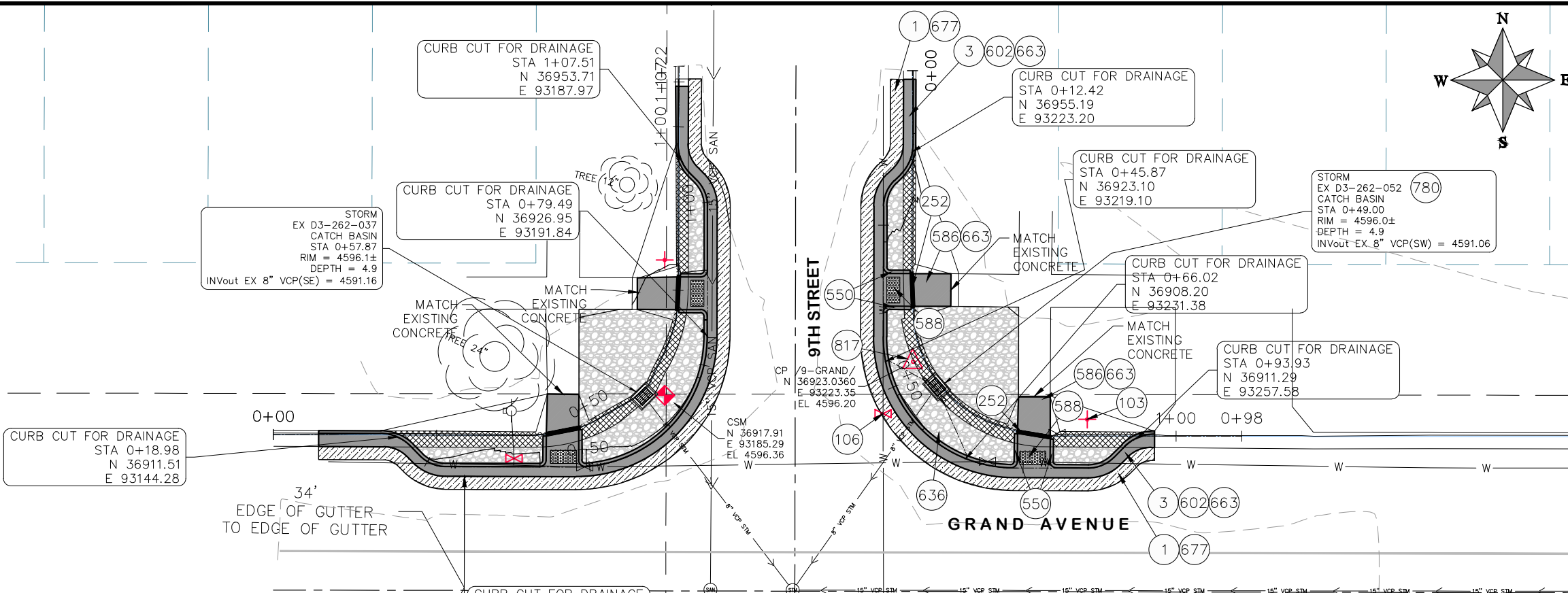
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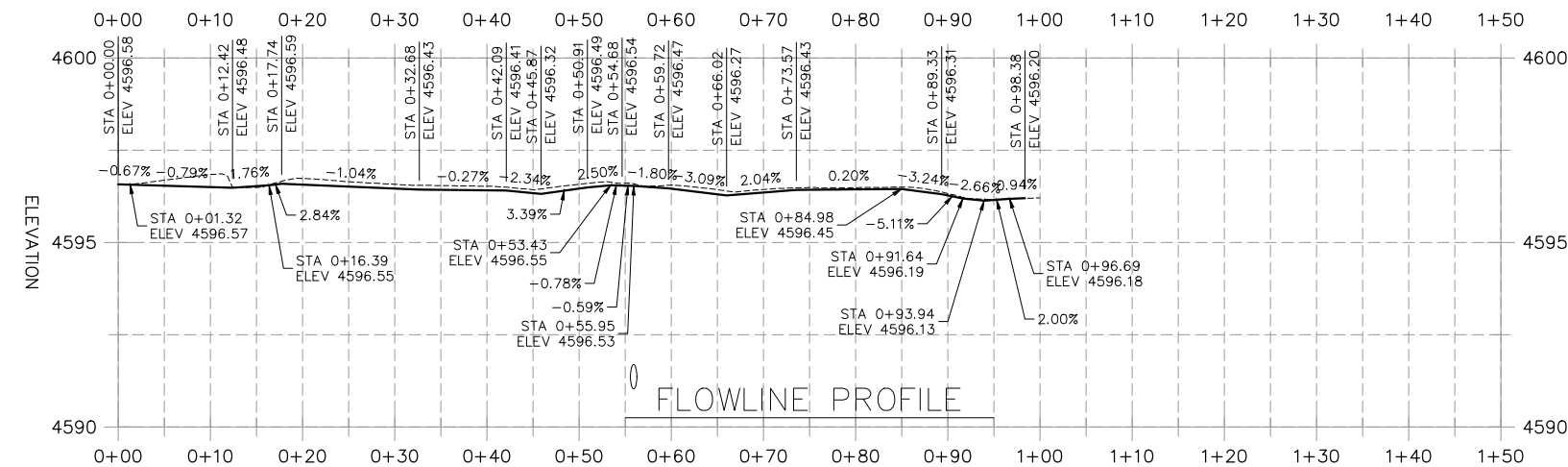
**2020 SAFE ROUTES TO SCHOOL  
NORTHWEST CORNER OF 9TH ST & GRAND AVE  
STA 0+00 TO STA 1+50**

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**CONSTRUCTION NOTES**

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ⑩3 210 - RESET SIGN.
- ⑩6 210 - ADJUST WATER VALVE BOX.
- ②52 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ⑤50 608.06 - CONCRETE CURB (6" HIGH)
- ⑤86 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤88 608.06 - DETECTABLE WARNING
- ⑥02 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑦80 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
- ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.



**HATCH LEGEND**

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION Δ	DRAWN BY HMC	DATE 2020	
REVISION Δ	DESIGNED BY ECM	DATE 2020	
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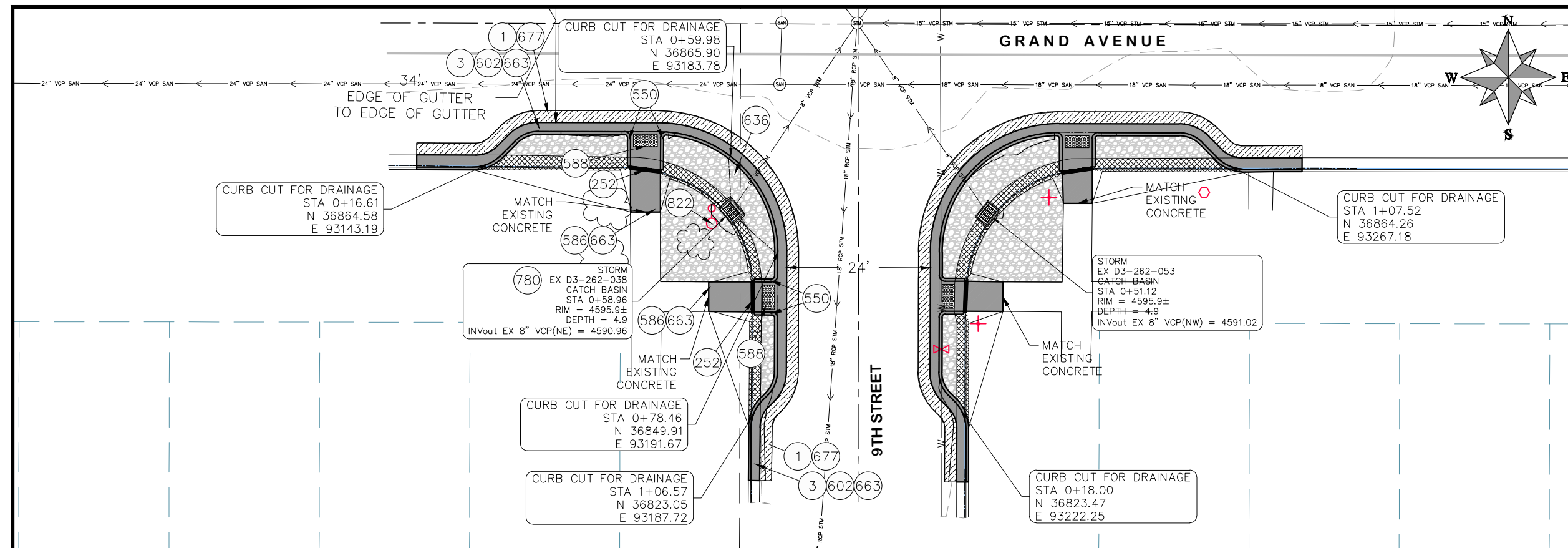
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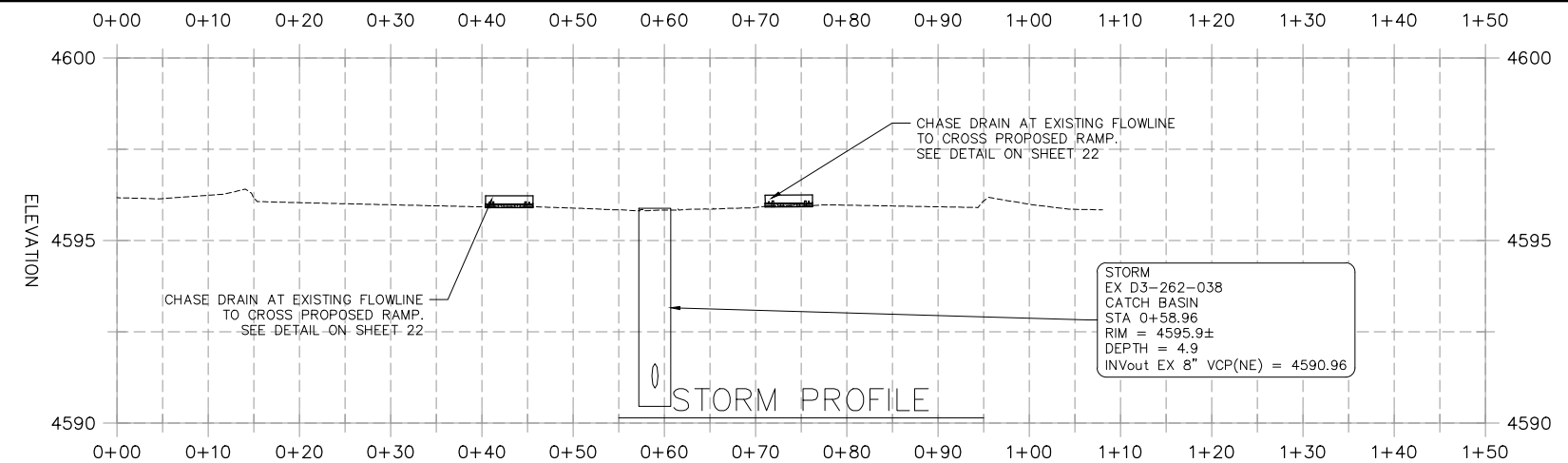
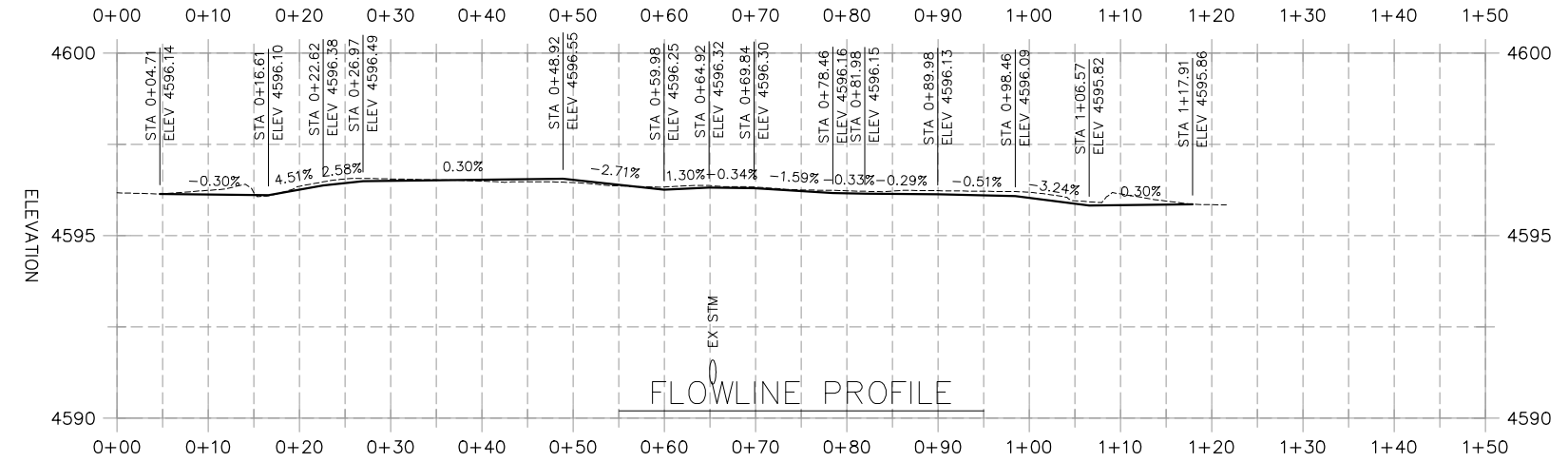
**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
NORTHEAST CORNER OF 9TH ST & GRAND AVE  
STA 0+00 TO STA 1+50**

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- ### CONSTRUCTION NOTES
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
  - ②52 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
  - ⑤50 608.06 - CONCRETE CURB (6" HIGH)
  - ⑤86 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
  - ⑤88 608.06 - DETECTABLE WARNING
  - ⑥02 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
  - ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
  - ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - ⑦80 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
  - ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
  - ⑧22 PROTECT LIGHT POLE.



### HATCH LEGEND

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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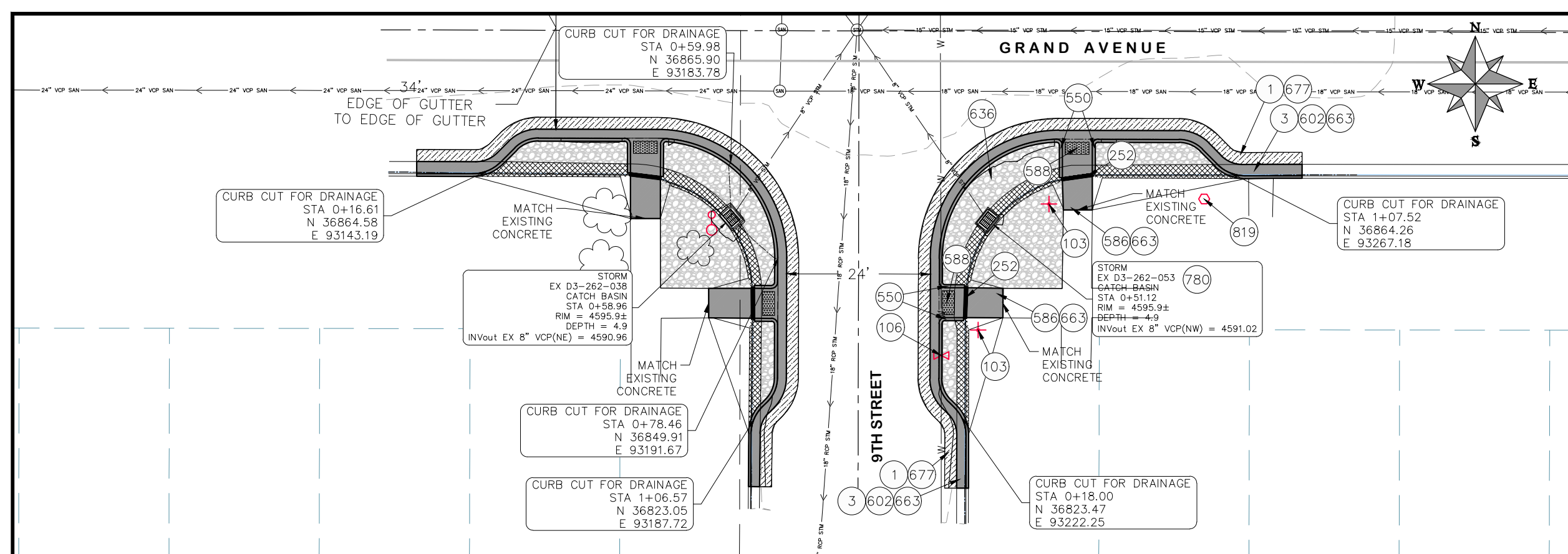
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REVISION Δ	APPROVED BY ECM	DATE 2020	

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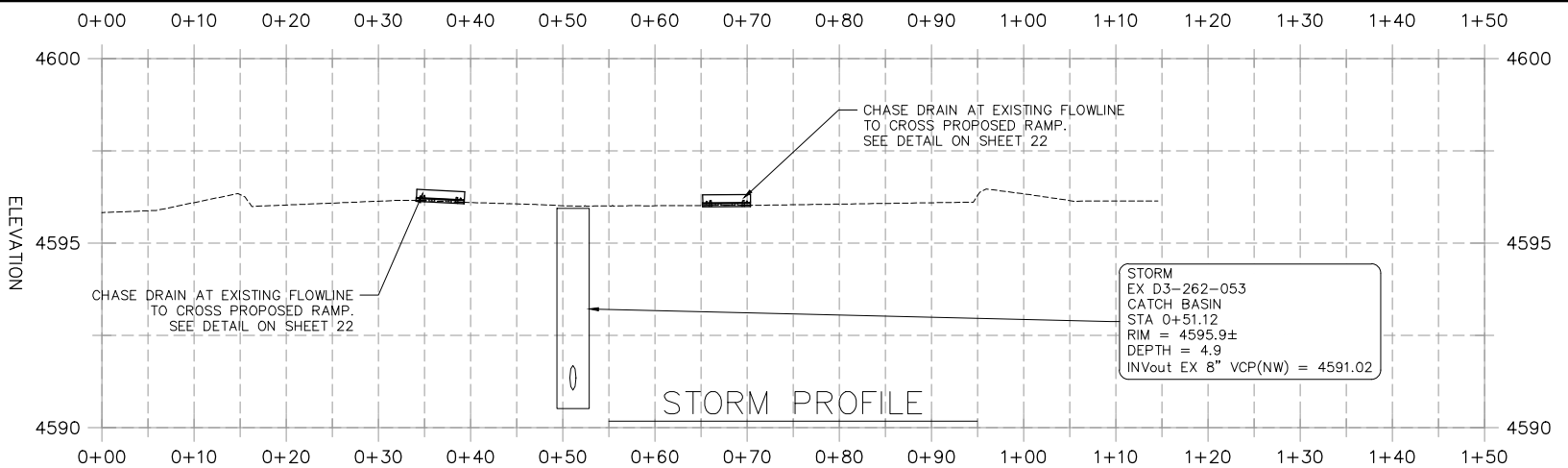
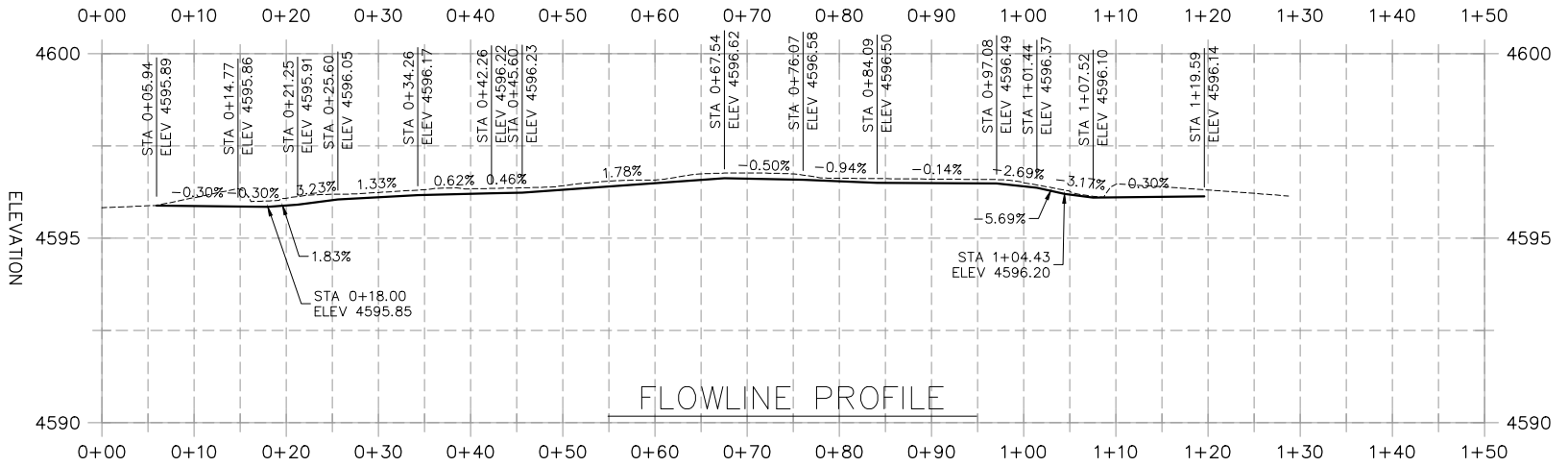
**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
SOUTHWEST CORNER OF 9TH ST & GRAND AVE  
STA 0+00 TO STA 1+50**



**CONSTRUCTION NOTES**

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ⑩③ 210 - RESET SIGN.
- ⑩⑥ 210 - ADJUST WATER VALVE BOX.
- ②⑤② SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ⑤⑤① 608.06 - CONCRETE CURB (6" HIGH)
- ⑤⑧⑥ 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤⑧⑧ 608.06 - DETECTABLE WARNING
- ⑥①② 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥③⑥ 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥⑥③ 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥⑦⑦ 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑦⑧① 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
- ⑧①⑦ PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
- ⑧①⑨ PROTECT WATER METER.



**HATCH LEGEND**

CONCRETE	ASPHALT	INORGANIC MULCH	PROTECT CONCRETE IN PLACE

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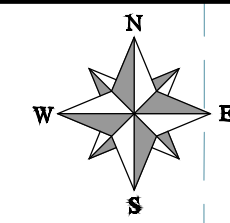
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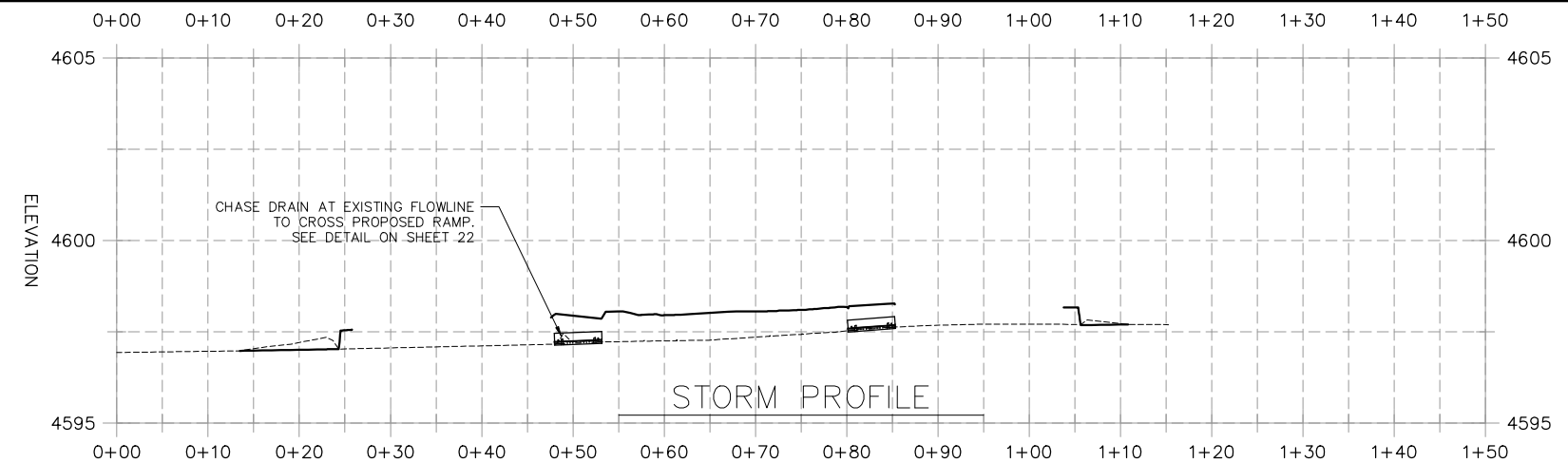
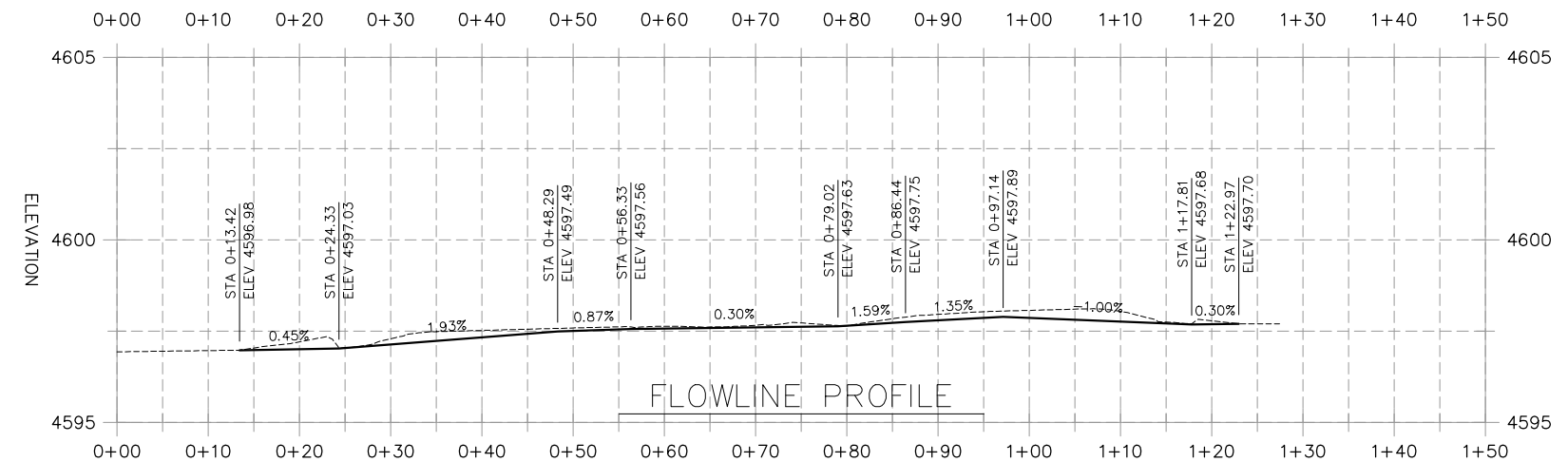
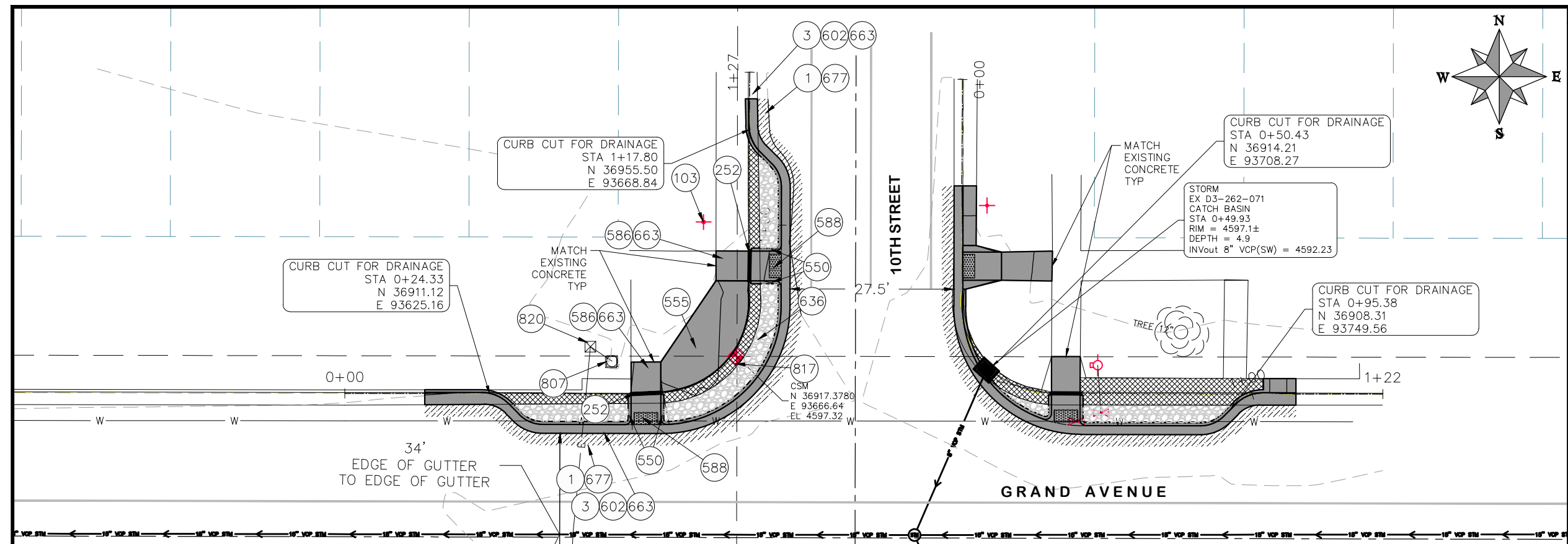
**PUBLIC WORKS ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
 SOUTHEAST CORNER OF 9TH ST & GRAND AVE  
 STA 0+00 TO STA 1+50**



CONSTRUCTION NOTES

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ⑩③ 210 - RESET SIGN.
- ②⑤② SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ⑤⑤① 608.06 - CONCRETE CURB (6" HIGH)
- ⑤⑤⑤ CONCRETE SIDEWALK (4" THICK)
- ⑤⑧⑥ 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤⑧⑧ 608.06 - DETECTABLE WARNING
- ⑥①② 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥③⑥ 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥⑥③ 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥⑦⑦ 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑧①⑦ PROTECT SIGN
- ⑧①⑦ PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
- ⑧②① PROTECT TRAFFIC PULLBOX



HATCH LEGEND

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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REVISION	DESCRIPTION	DATE
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PROJECT NO. F2004	DRAWN BY HMC	DATE 2020
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SCALES: PLAN & PROFILE

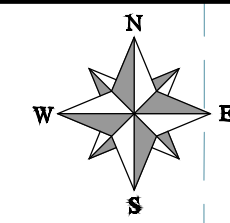
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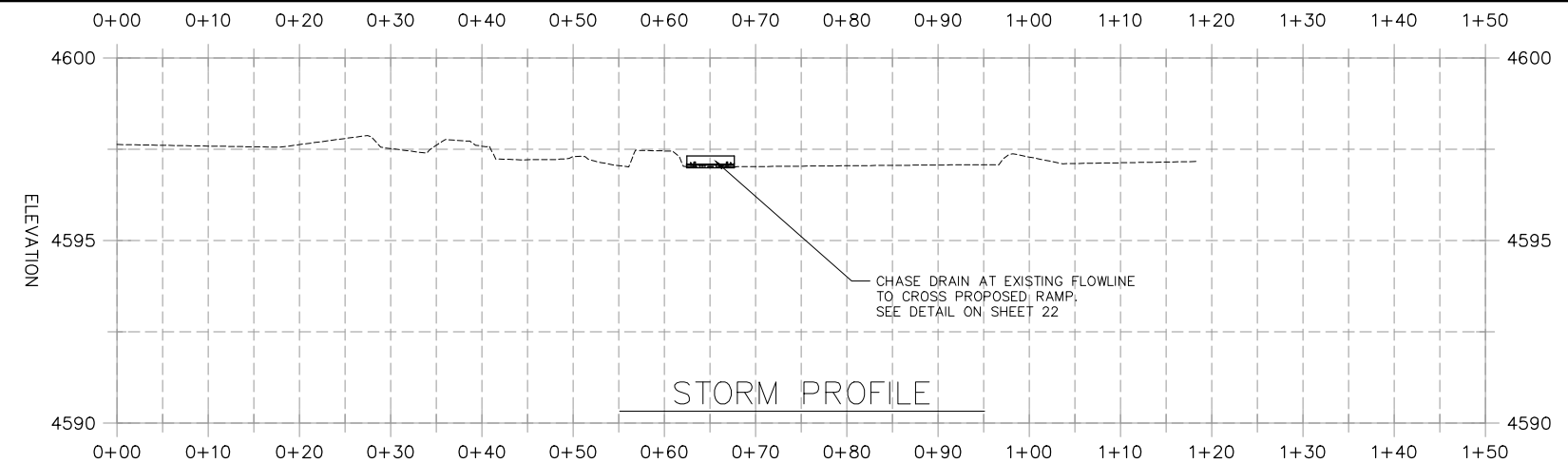
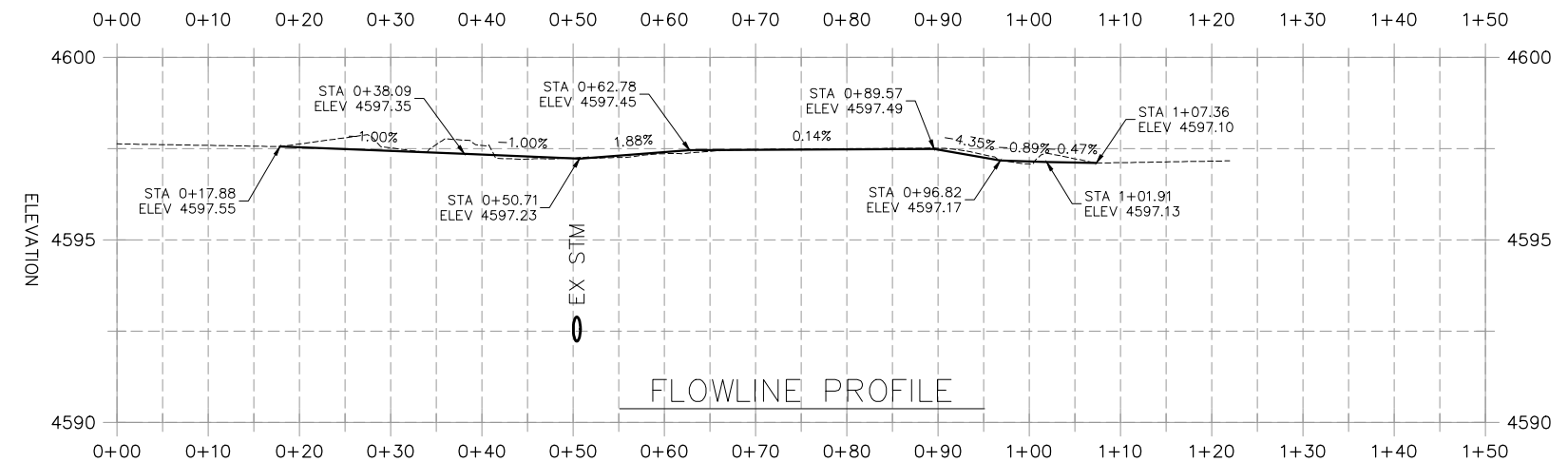
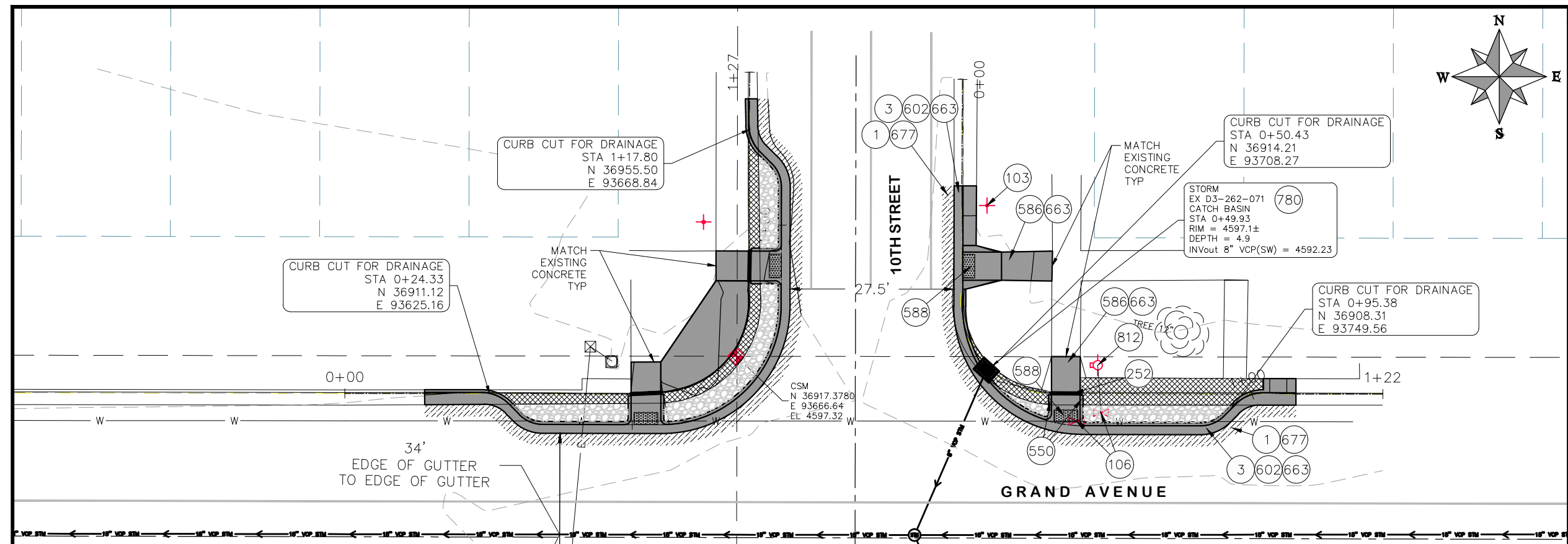
PUBLIC WORKS  
ENGINEERING DIVISION

2020 SAFE ROUTES TO SCHOOL  
NORTHWEST CORNER OF 10TH ST & GRAND AVE  
STA 0+00 TO STA 1+50



**CONSTRUCTION NOTES**

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ⑩③ 210 - RESET SIGN.
- ⑩⑥ 210 - ADJUST WATER VALVE BOX.
- ②⑤② SP - POLY DRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ⑤⑤① 608.06 - CONCRETE CURB (6" HIGH)
- ⑤⑧⑥ 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤⑧⑧ 608.06 - DETECTABLE WARNING
- ⑥①② 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥③⑥ 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥⑥③ 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥⑦⑦ 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑦⑧① 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
- ⑧①② PROTECT FIRE HYDRANT.
- ⑧①⑦ PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.



**HATCH LEGEND**

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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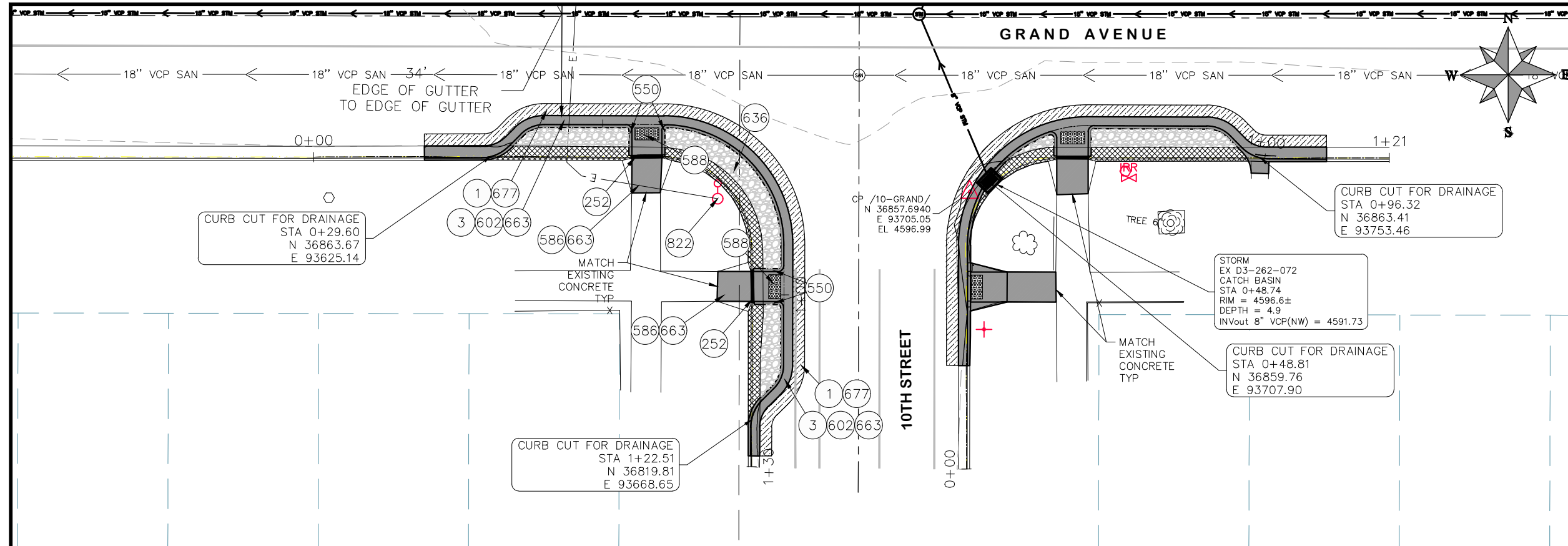
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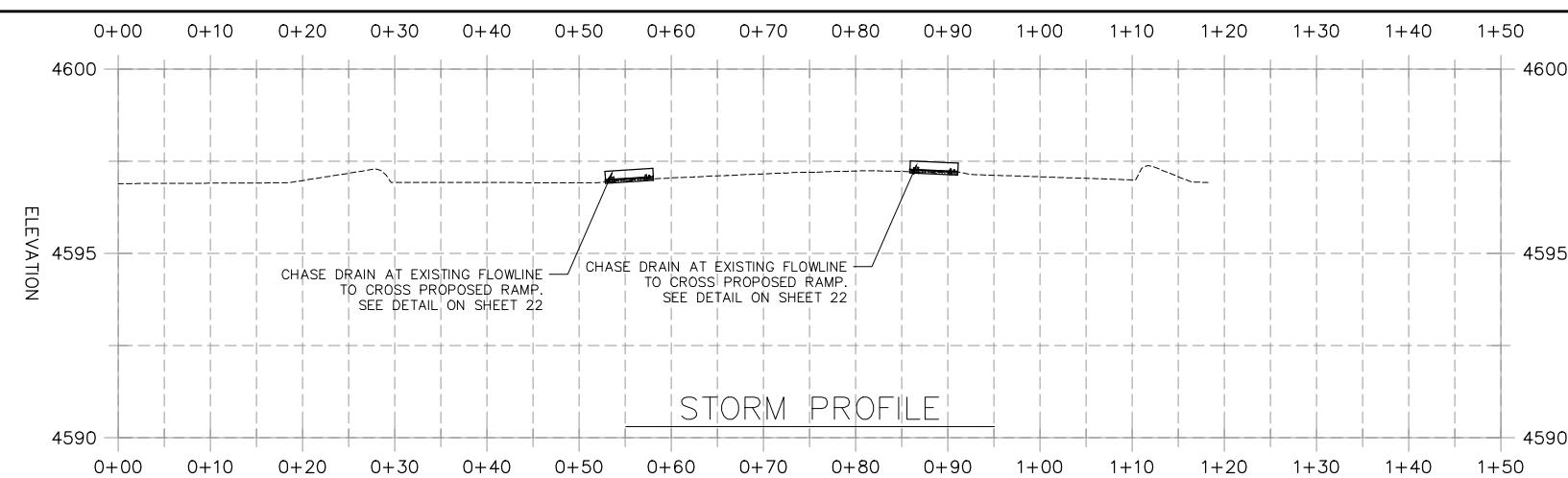
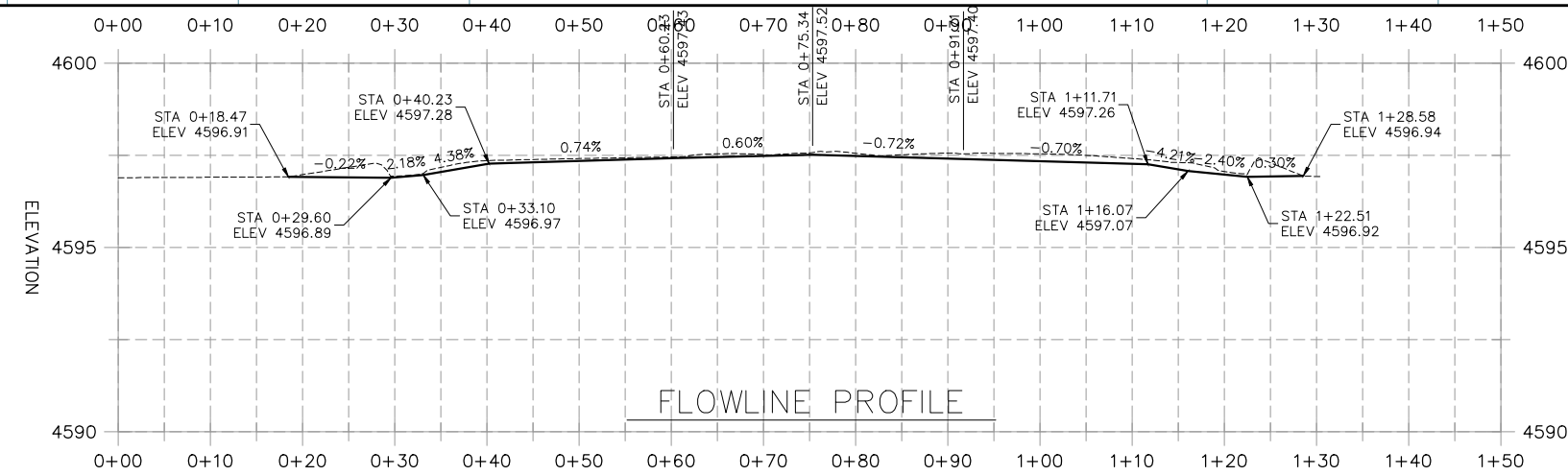
**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
NORTHEAST CORNER OF 10TH ST & GRAND AVE  
STA 0+00 TO STA 1+50**



CONSTRUCTION NOTES

- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- ②52 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
- ⑤50 608.06 - CONCRETE CURB (6" HIGH)
- ⑤86 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- ⑤88 608.06 - DETECTABLE WARNING
- ⑥02 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
- ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
- ⑧22 PROTECT LIGHT POLE.



HATCH LEGEND

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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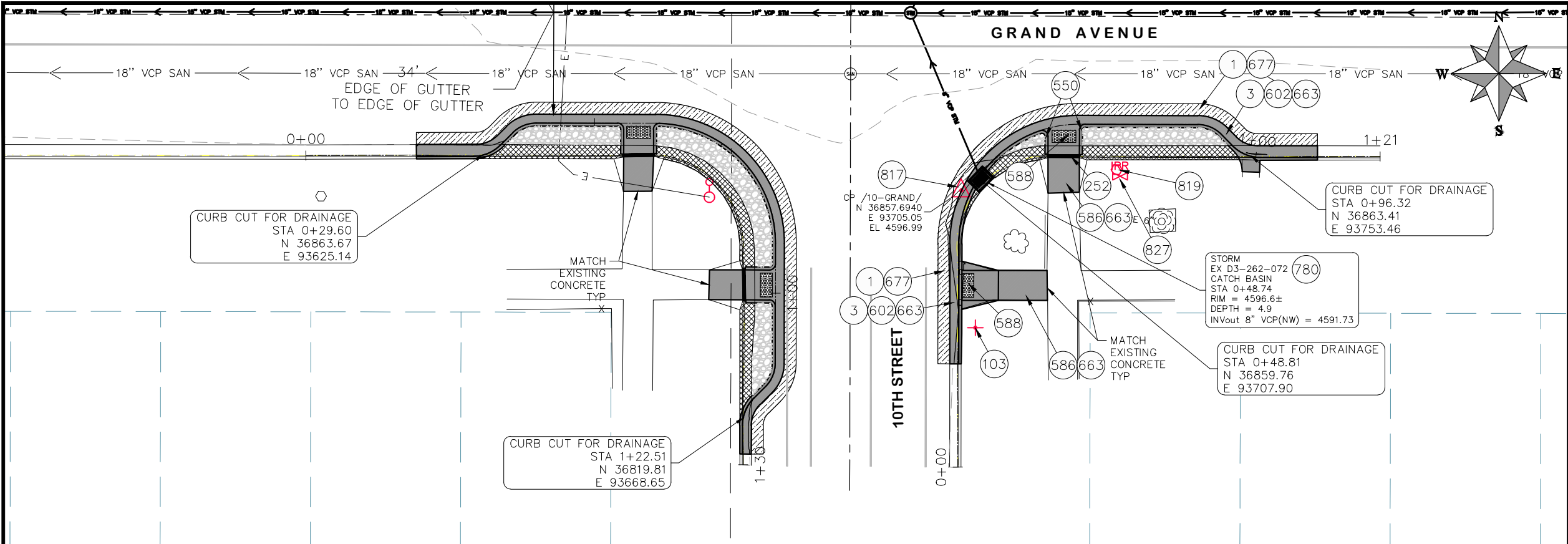
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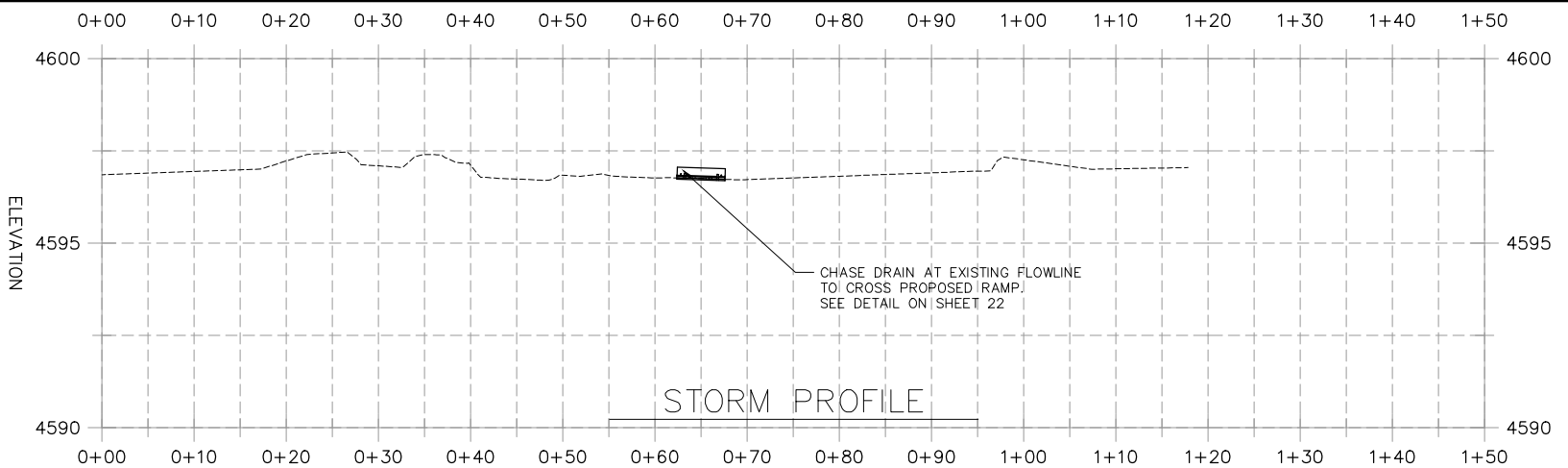
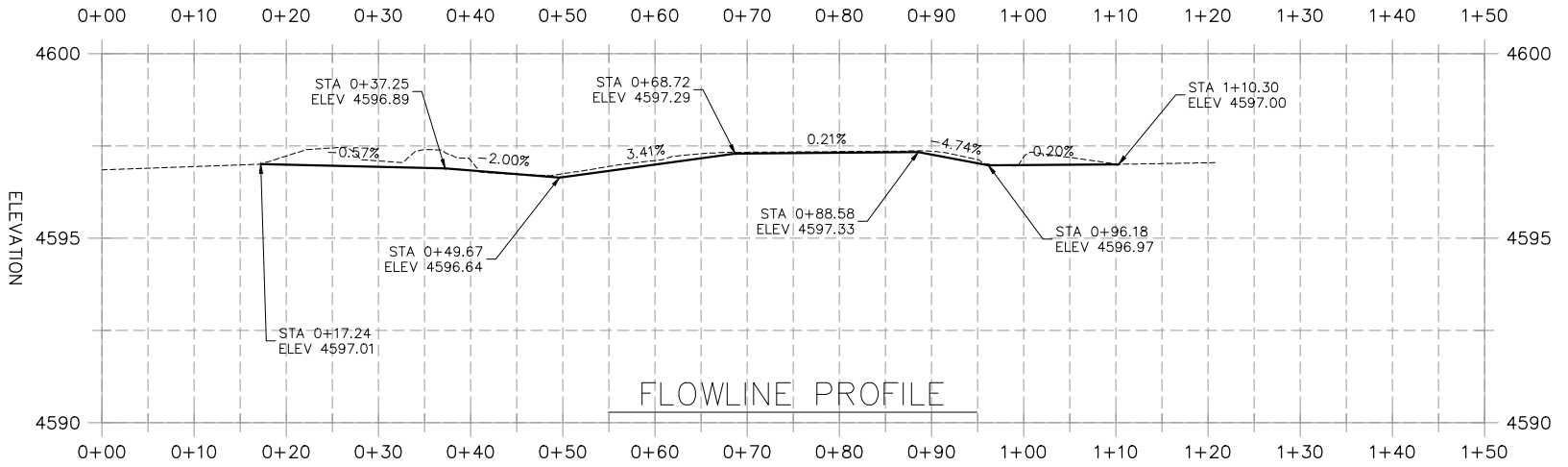
PUBLIC WORKS  
ENGINEERING DIVISION

2020 SAFE ROUTES TO SCHOOL  
SOUTHWEST CORNER OF 10TH ST & GRAND AVE  
STA 0+00 TO STA 1+50





- CONSTRUCTION NOTES**
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - ③ 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
  - ⑩3 210 - RESET SIGN.
  - ②52 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9" (SEE DETAIL SHEET 22)
  - ⑤50 608.06 - CONCRETE CURB (6" HIGH)
  - ⑤86 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
  - ⑤88 608.06 - DETECTABLE WARNING
  - ⑥02 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
  - ⑥36 610 - MEDIAN COVER MATERIAL (INORGANIC MULCH) (6" THICK)
  - ⑥63 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - ⑥77 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - ⑦80 208 - STORM DRAIN INLET PROTECTION (REPLACE INLET LID WITH AREA GRATE)
  - ⑧17 PROTECT OR REFERENCE AND RESET PROPERTY PIN/MONUMENT. COST IS INCIDENTAL TO COST OF CONSTRUCTION.
  - ⑧19 PROTECT WATER METER.
  - ⑧27 PROTECT IRRIGATION STRUCTURE



**HATCH LEGEND**

	CONCRETE		ASPHALT		INORGANIC MULCH		PROTECT CONCRETE IN PLACE
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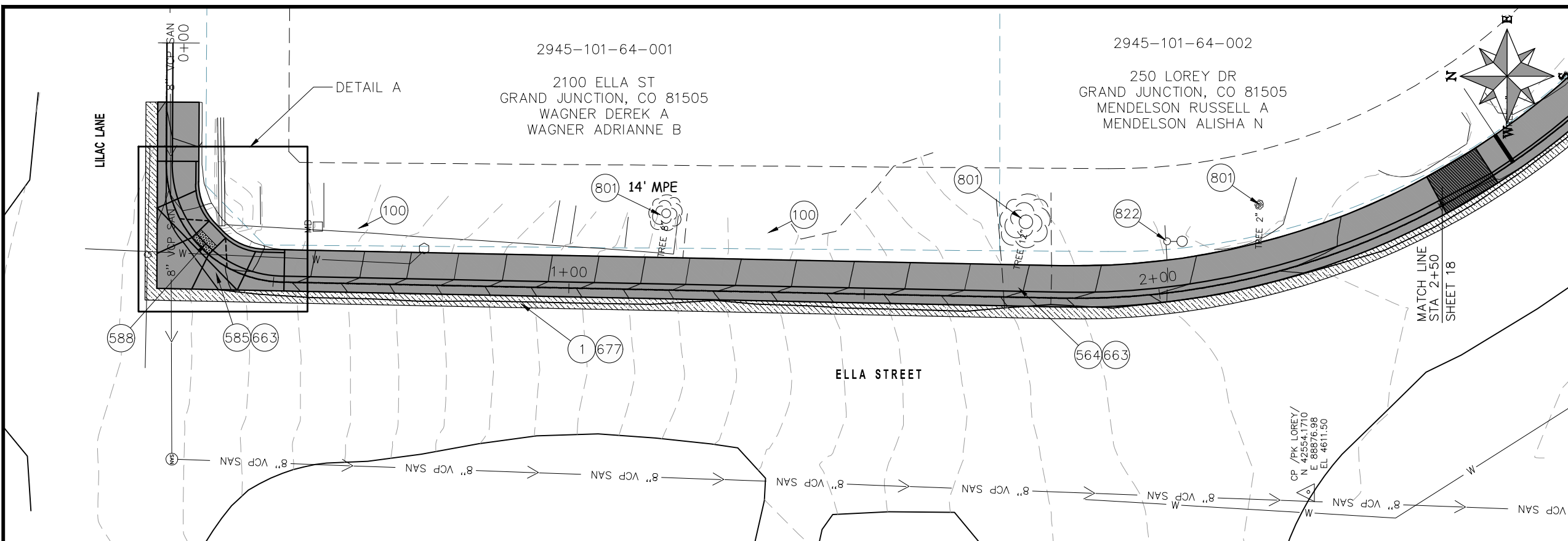
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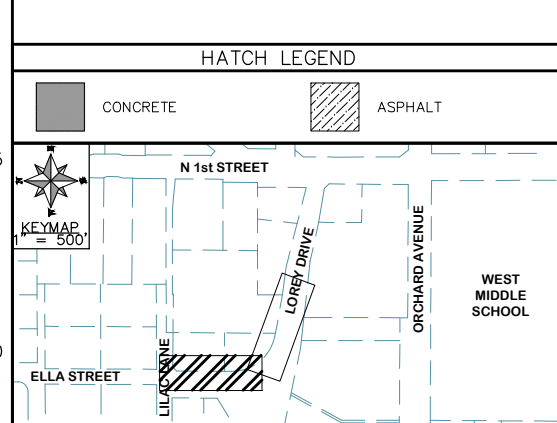
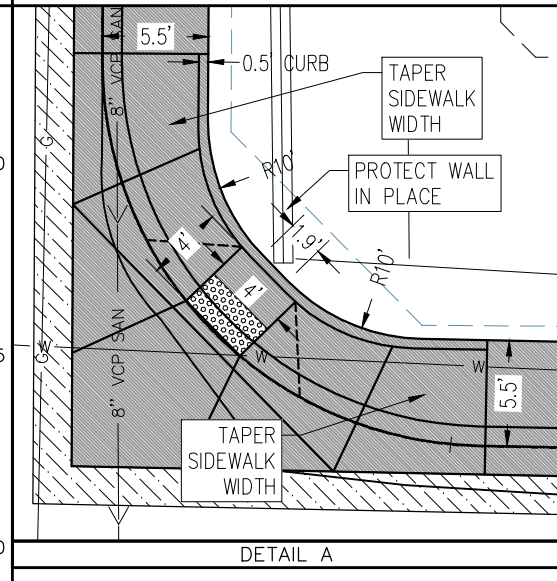
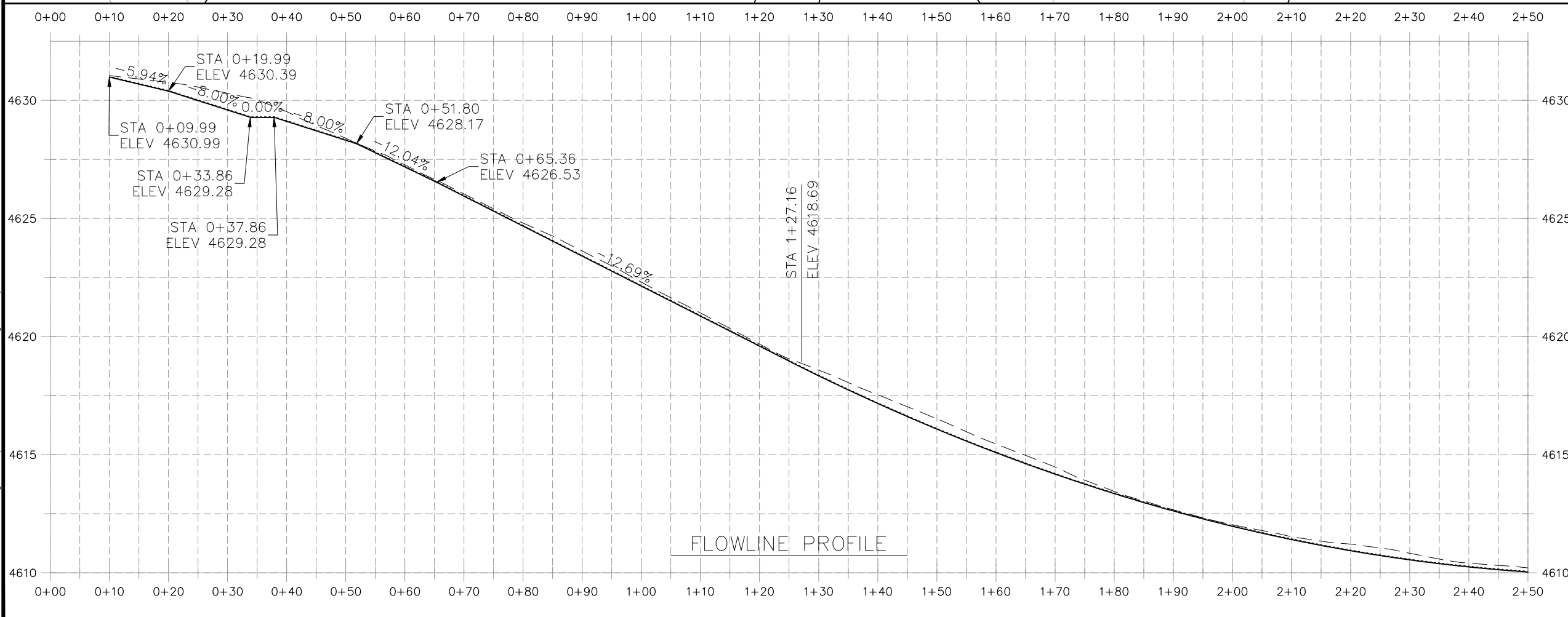


**PUBLIC WORKS ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
SOUTHEAST CORNER OF 10TH ST & GRAND AVE  
STA 0+00 TO STA 1+50**



- CONSTRUCTION NOTES**
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 100 210 - RESET LANDSCAPE GROUNDCOVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING. ANY AND ALL ADDITIONAL MATERIALS ARE INCIDENTAL.
  - 564 608.0 - MONOLITHIC DRIVE OVER CURB, GUTTER AND SIDEWALK (7' WIDE)
  - 585 608.06 - CONCRETE CORNER FILLET
  - 588 608.06 - DETECTABLE WARNING
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - 801 PROTECT TREE
  - 822 PROTECT LIGHT POLE

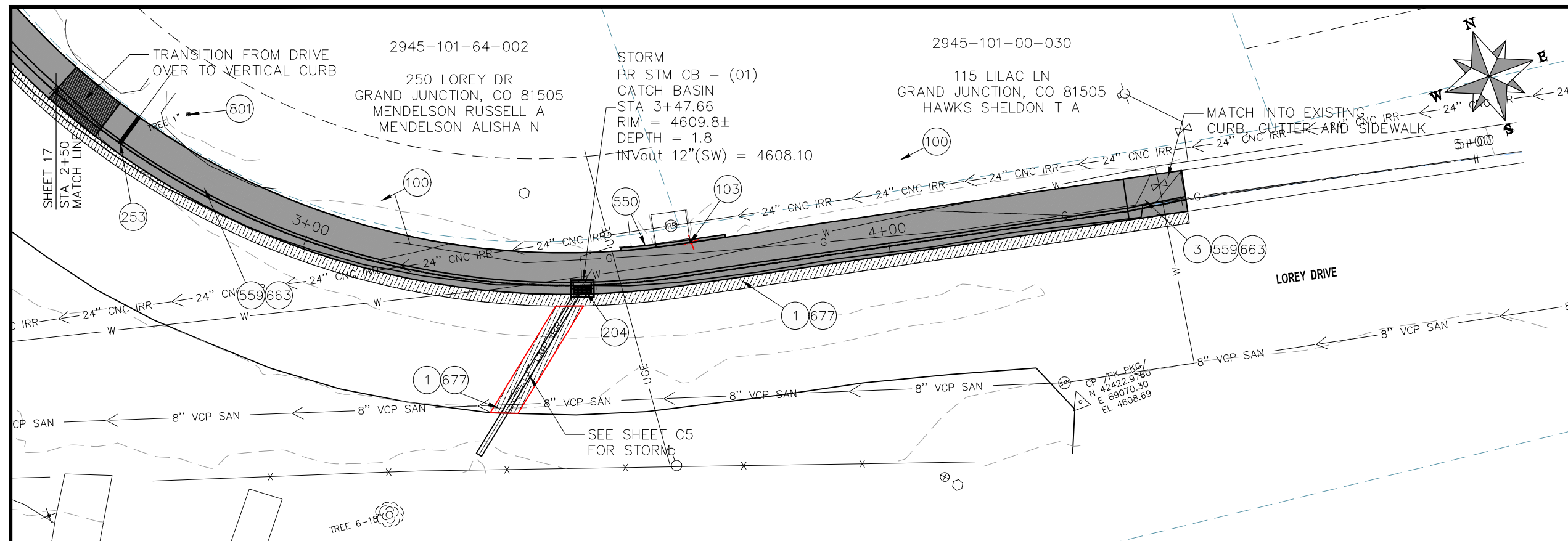


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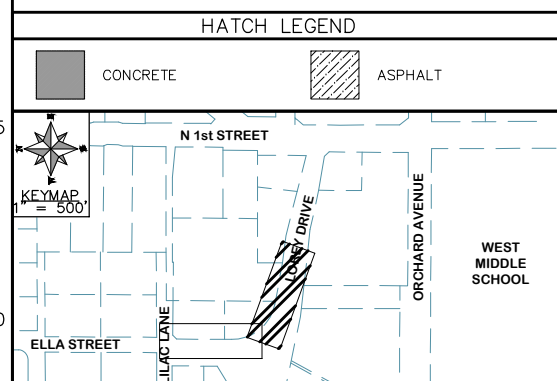
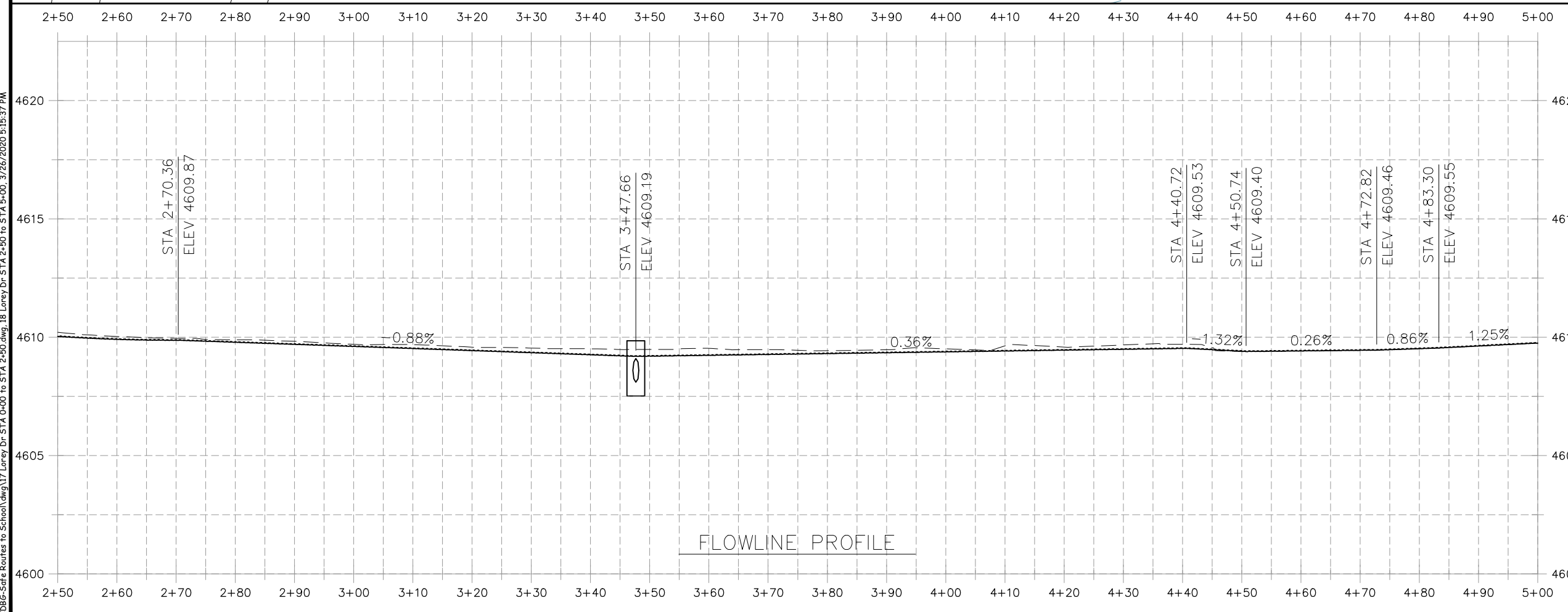
SCALES: PLAN & PROFILE  
 HORIZONTAL: 1" = 20'  
 VERTICAL: 1" = 5'

**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
LOREY DRIVE SIDEWALK PLAN AND PROFILE  
STA 0+00 TO STA 2+50**



- CONSTRUCTION NOTES
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 3 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
  - 100 210 - RESET LANDSCAPE GROUND COVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING. ANY AND ALL ADDITIONAL MATERIALS ARE INCIDENTAL.
  - 103 210 - RESET SIGN
  - 204 102.13/108.6 - SINGLE STORM DRAIN INLET (VERTICAL CURB) (SEE CITY OF GRAND JUNCTION STANDARD DETAIL D-07)
  - 253 CHASE DRAIN (SEE CITY OF GRAND JUNCTION STANDARD DETAIL D-13)
  - 550 608.06 - CONCRETE CURB (6" WIDE, 6" HIGH)
  - 559 608.0 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - 801 PROTECT TREE



REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION			DRAWN BY HMC DATE 2020
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REVISION			CHECKED BY ECM DATE 2020
REVISION			APPROVED BY ECM DATE 2020

SCALES: PLAN & PROFILE

HORIZONTAL: 1" = 20'

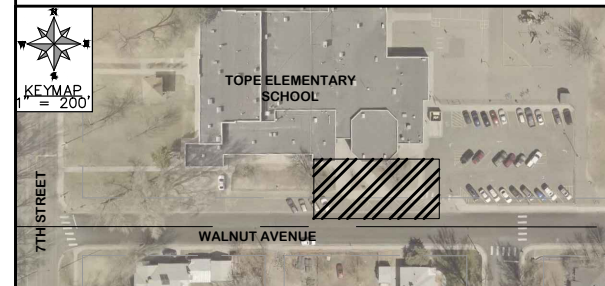
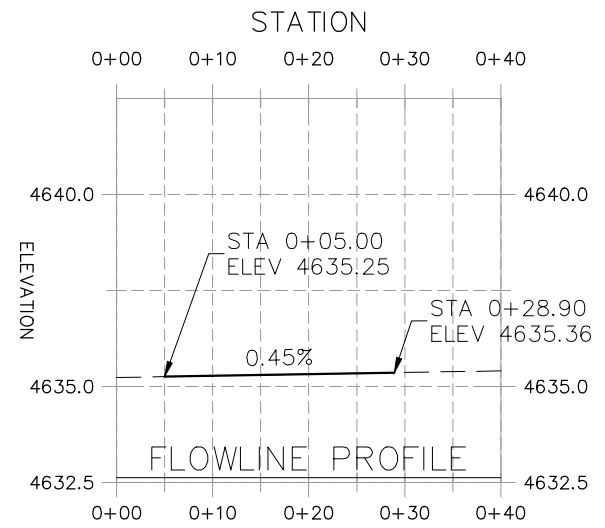
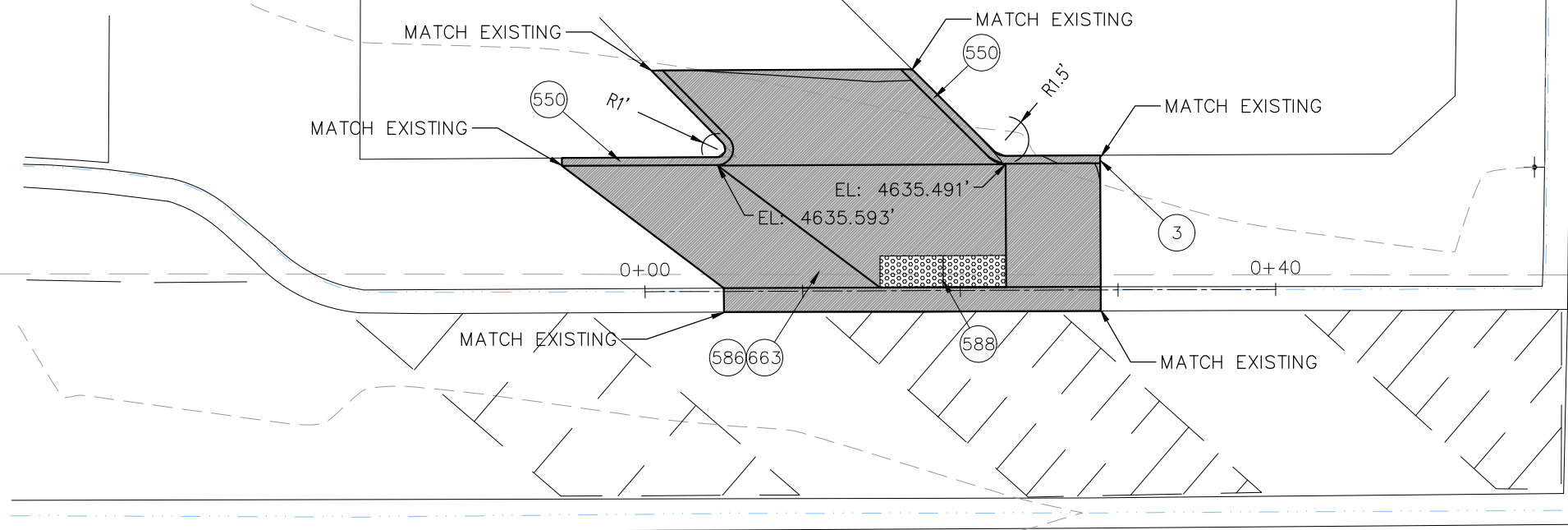
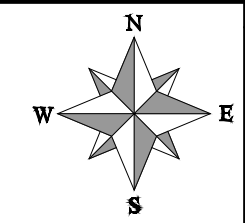
VERTICAL: 1" = 5'

PUBLIC WORKS  
ENGINEERING DIVISION

2020 SAFE ROUTES TO SCHOOL  
LOREY DRIVE SIDEWALK PLAN AND PROFILE  
STA 2+50 TO STA 5+00

CONSTRUCTION NOTES

- 3 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- 550 608.06 - CONCRETE CURB (6" WIDE, 6" HIGH)
- 586 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- 588 608.06 - DETECTABLE WARNING
- 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)



N:\Landproj\2020 CD86-Safe Routes to School\dwg\19 Tope Elementary ADA Access Ramps.dwg, 19 Tope Elementary ADA Access Ramps, 3/26/2020 5:15:52 PM

REVISION	REV 1 DESC	DATE	PROJECT NO. F2004
REVISION	REV 1 DESC	DATE	DRAWN BY HMC DATE 2020
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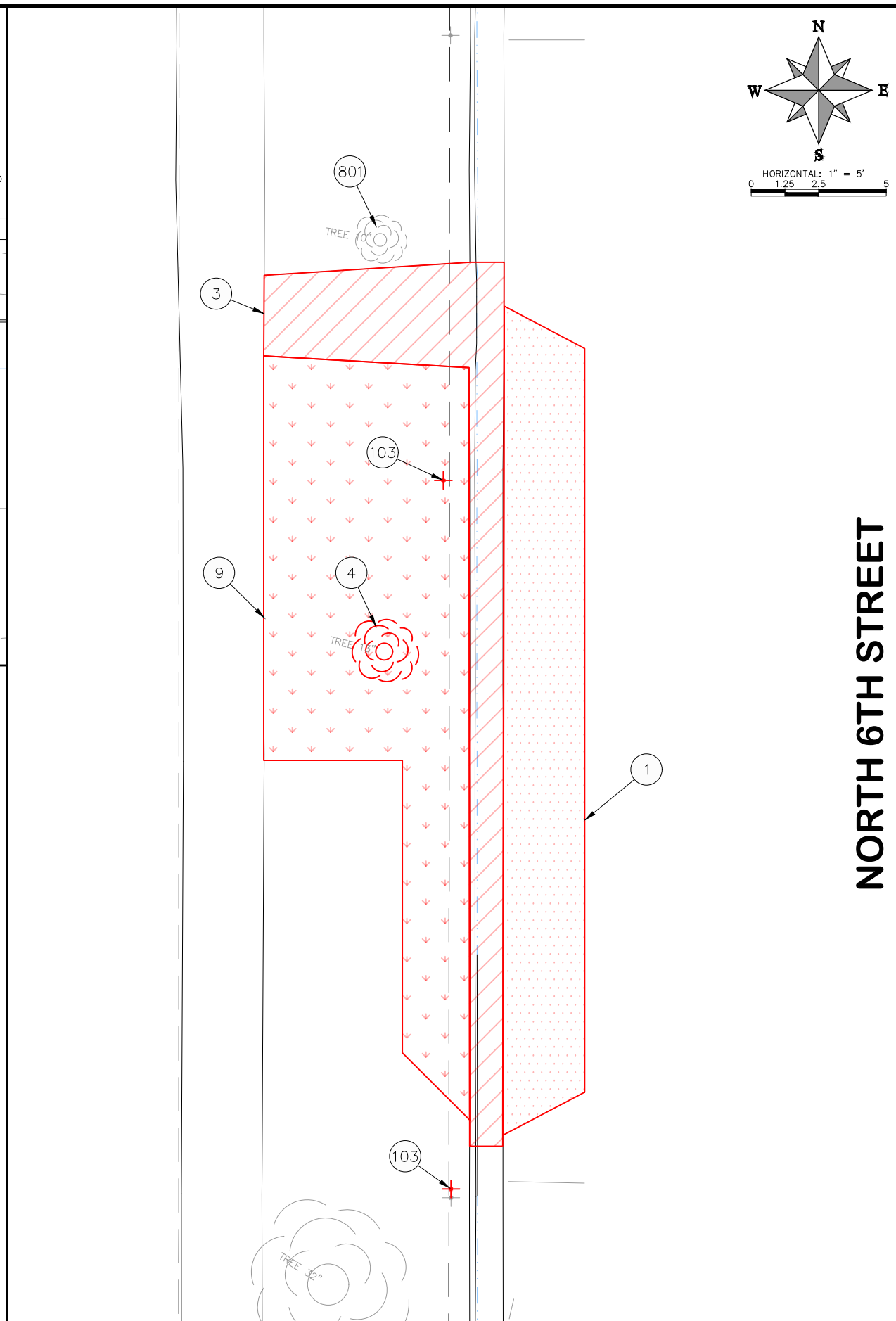
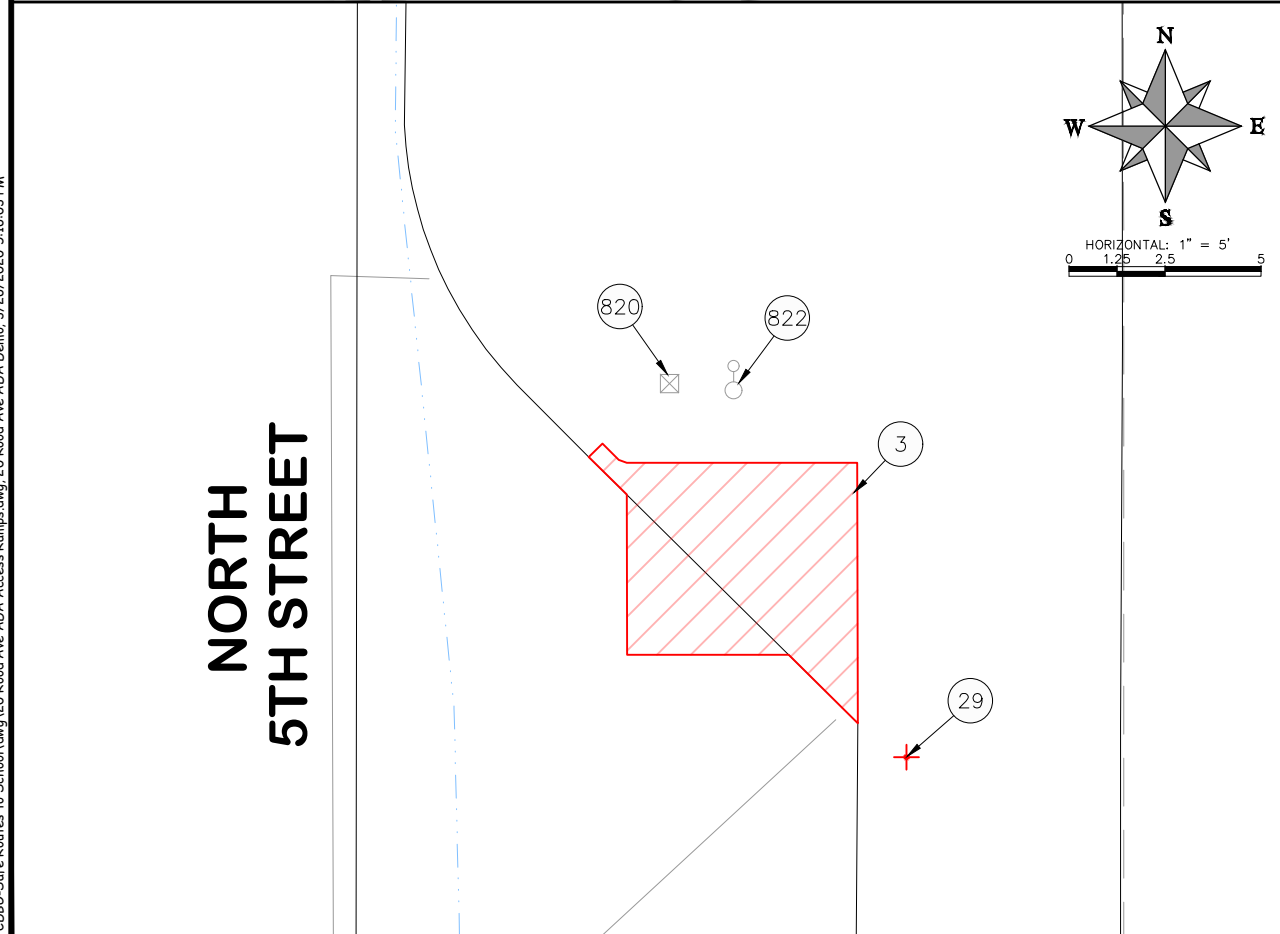
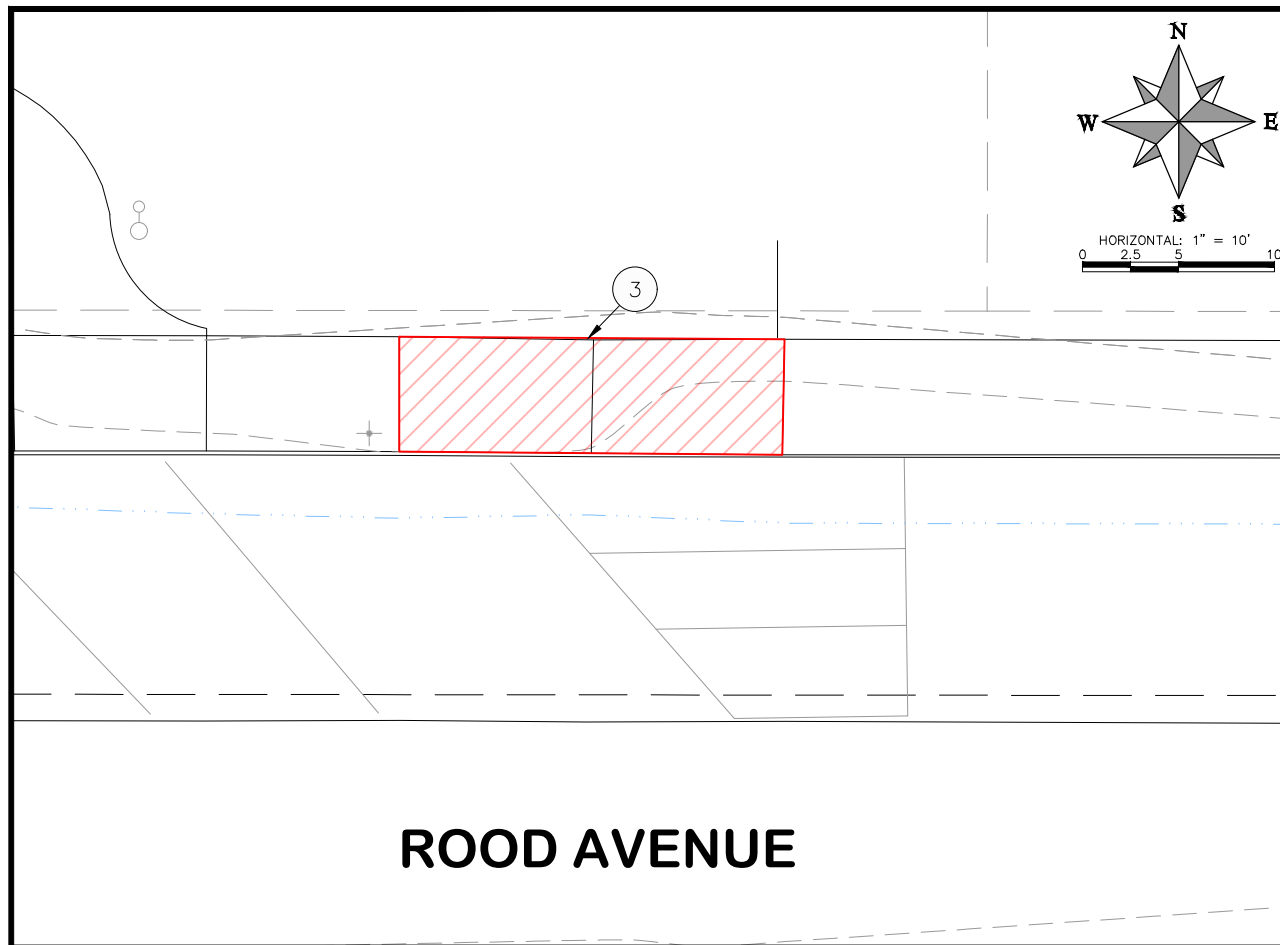
SCALES: PLAN & PROFILE	
HORIZONTAL: 1" = 20'	0 5 10 20
VERTICAL: 1" = 5'	0 1.25 2.5 5



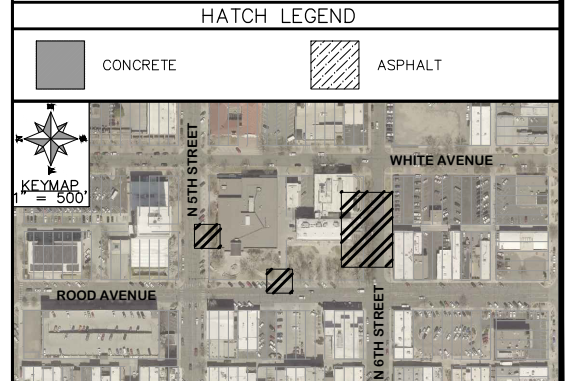
**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
ADA ACCESS RAMPS  
TOPE ELEMENTARY**

N:\Landproj\2020 CDB6-Safe Routes to School.dwg 20 Road Ave ADA Access Ramps.dwg, 20 Road Ave ADA Demo, 3/26/2020 5:16:03 PM



- CONSTRUCTION NOTES
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 3 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS
  - 4 202 - REMOVAL OF TREE (BY OTHERS) (SIZE AS SHOWN ON PLANS)
  - 9 202 - REMOVE AND MAINTAIN SOD
  - 29 REMOVE EXISTING PARKING METER
  - 103 210 - RESET SIGN
  - 801 PROTECT TREE
  - 820 PROTECT TRAFFIC PULLBOX
  - 822 PROTECT LIGHT POLE



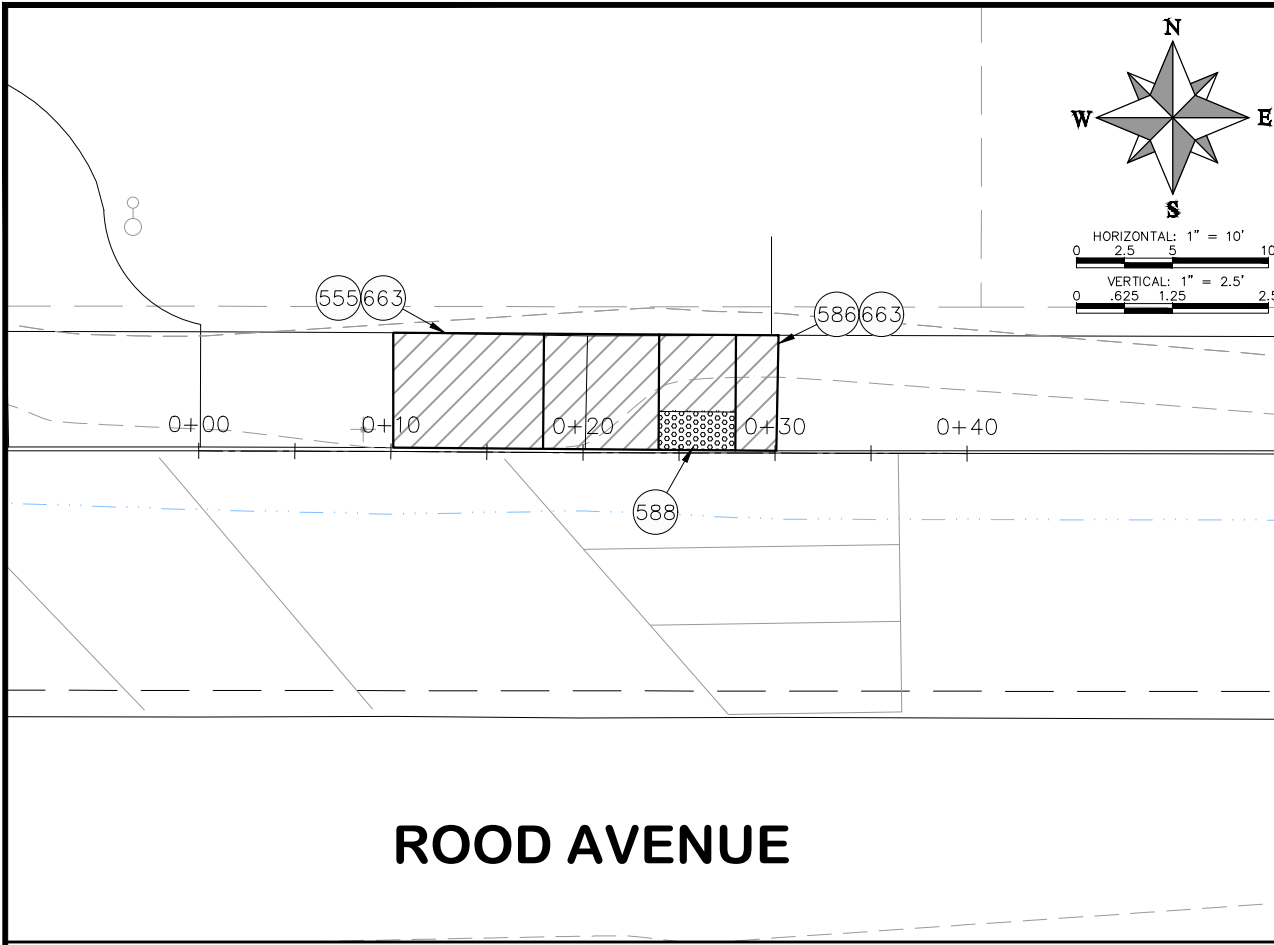
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△			DRAWN BY KSO DATE 2020
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△			APPROVED BY ECM DATE 2020

SCALES: PLAN & PROFILE  
AS NOTED

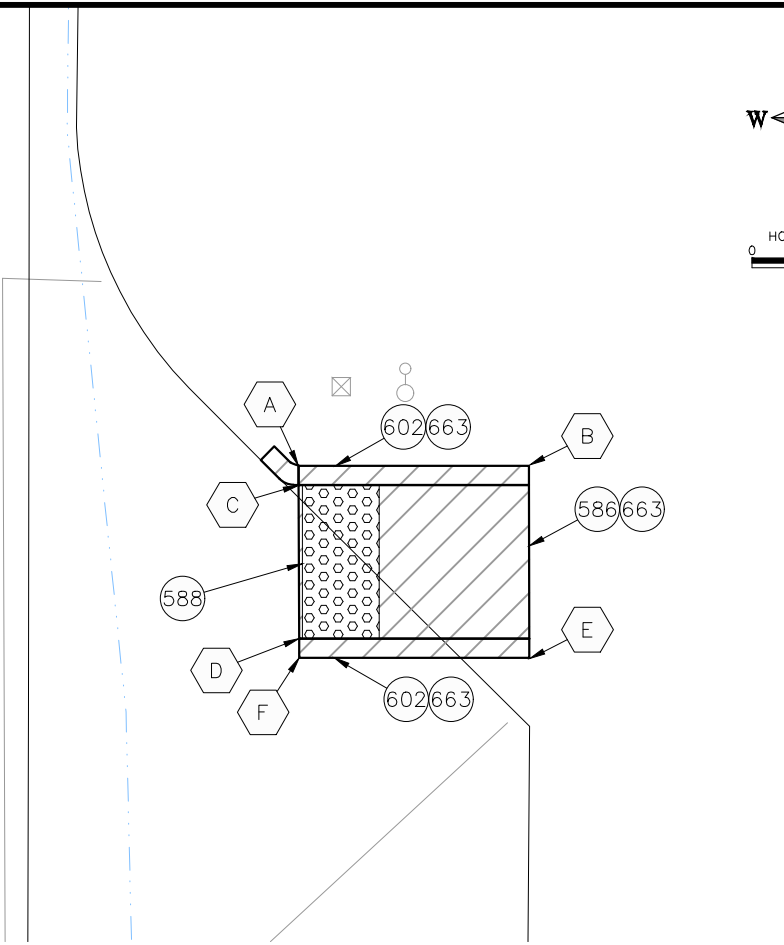


PUBLIC WORKS  
ENGINEERING DIVISION

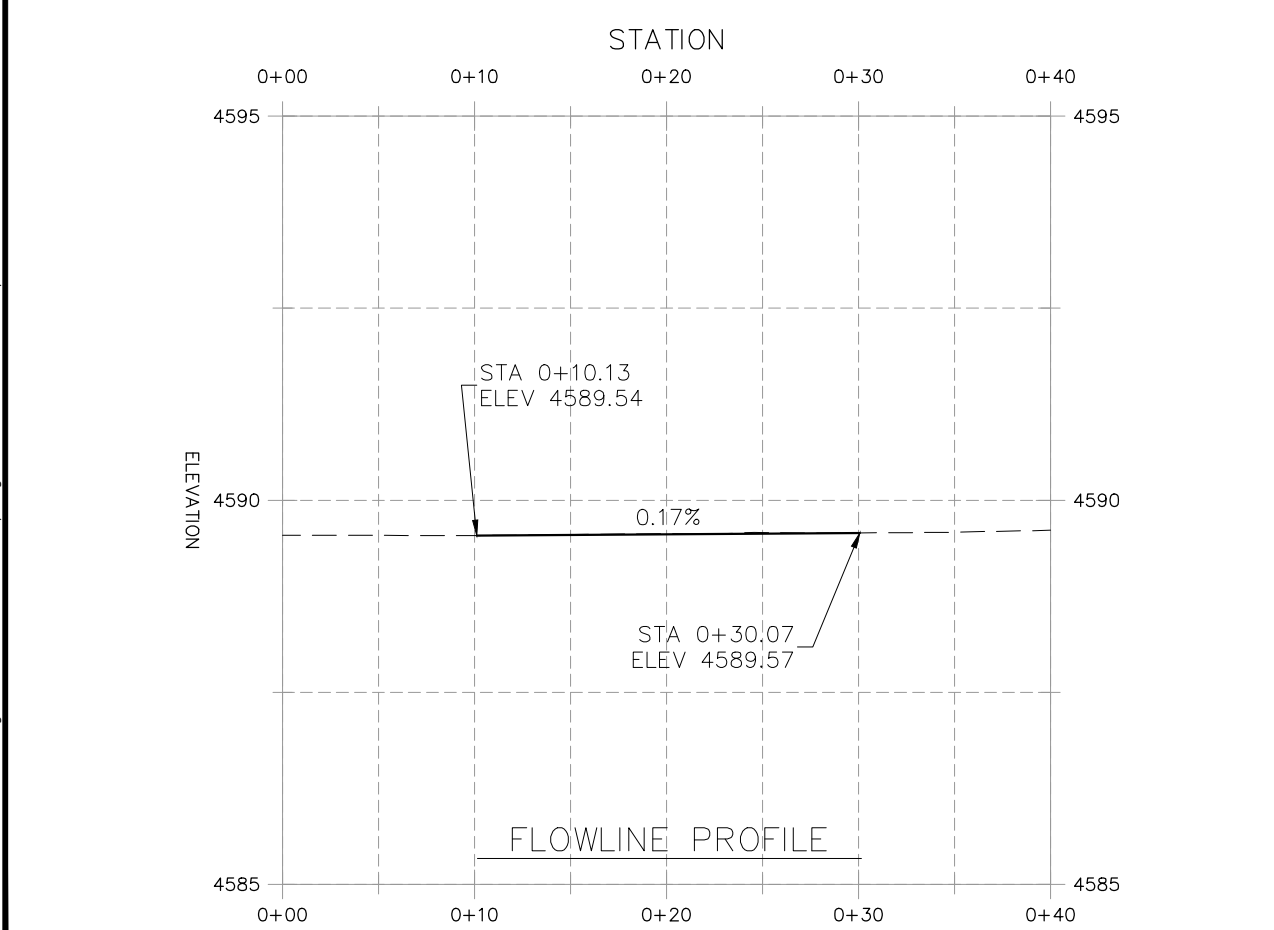
2020 SAFE ROUTES TO SCHOOL  
ADA ACCESS RAMPS  
DEMO PLAN - ROOD AVE, N. 5TH ST, N. 6TH ST



NORTH STREET  
5TH STREET



- CONSTRUCTION NOTES
- 555 608.06 - CONCRETE SIDEWALK (6" THICK) (MATCH IN KIND)
  - 586 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
  - 588 608.06 - DETECTABLE WARNING
  - 602 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE) (MATCH IN KIND)
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)



ELEVATIONS

A	4590.53'
B	4590.51'
C	4590.20'
D	4590.15'
E	4590.48'
F	4590.50'

HATCH LEGEND

	CONCRETE		ASPHALT
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REVISION	DESCRIPTION	DATE

PROJECT NO. F2004	DRAWN BY KSO	DATE 2020
DESIGNED BY ECM	DATE 2020	
CHECKED BY ECM	DATE 2020	
APPROVED BY ECM	DATE 2020	

SCALES: PLAN & PROFILE  
AS NOTED



PUBLIC WORKS  
ENGINEERING DIVISION

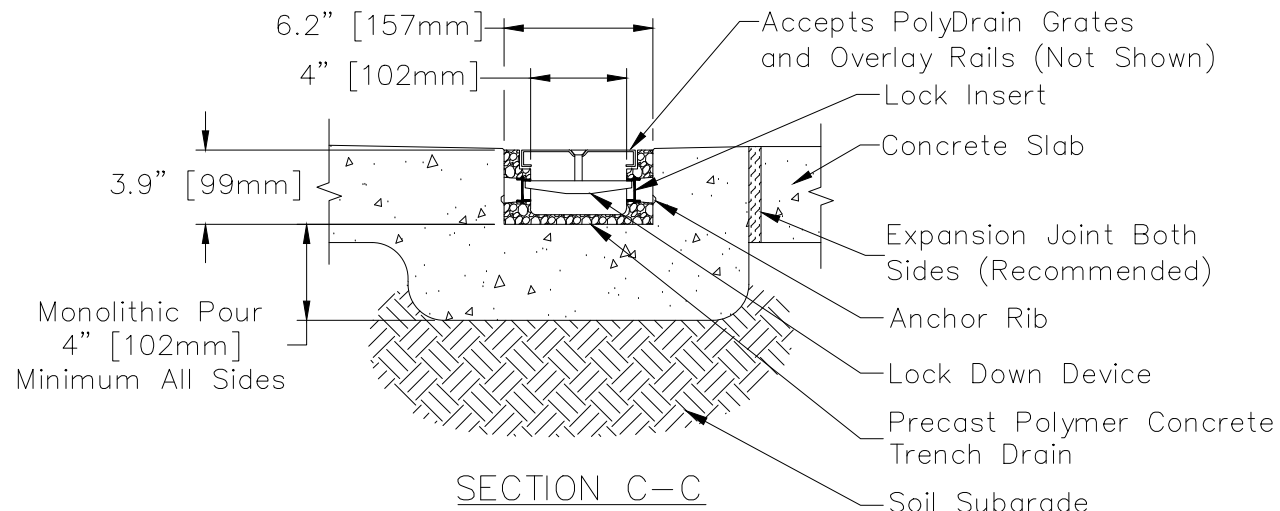
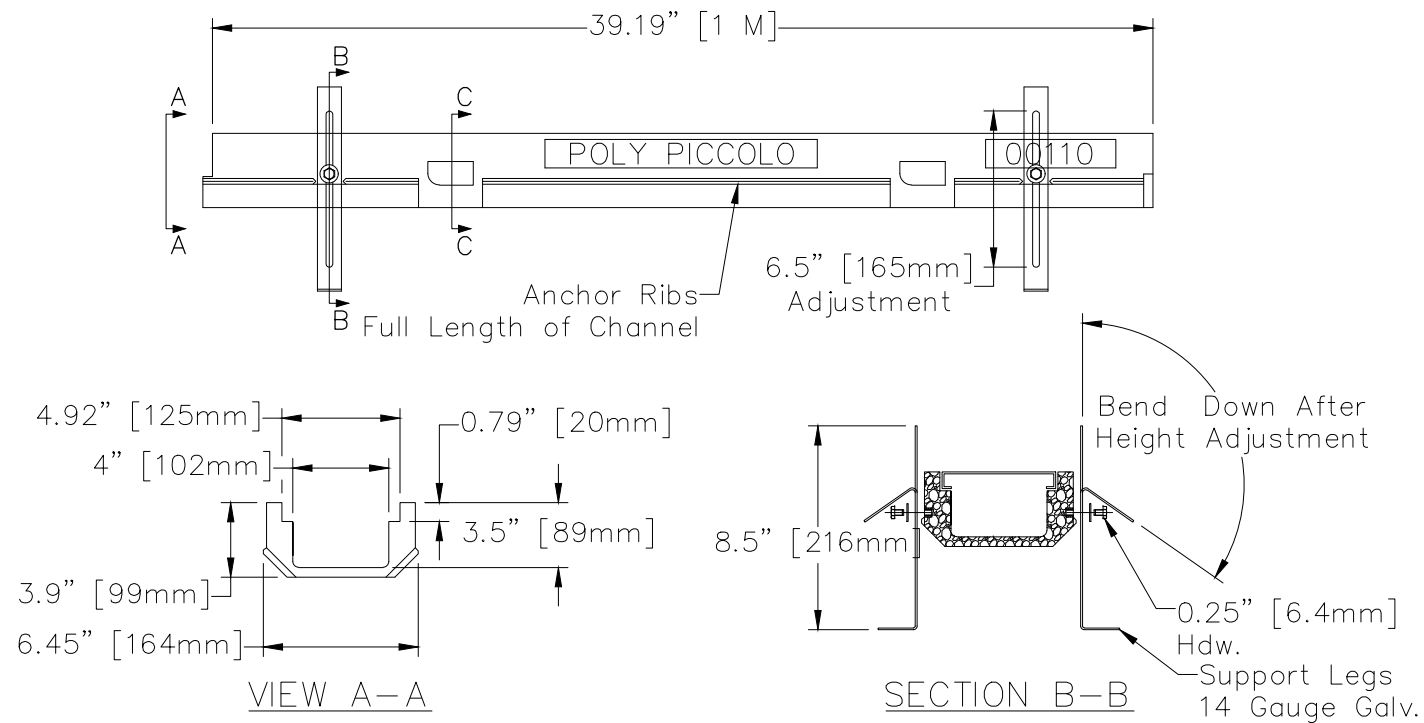
2020 SAFE ROUTES TO SCHOOL  
ADA ACCESS RAMPS  
ROOD AVENUE & N. 5TH STREET

N:\Landproj\2020 CD86-Safe Routes to School\dwg\20 Rood Ave ADA Access Ramps.dwg, 21 Rood Ave ADA Access Ramps, 3/26/2020 5:16:15 PM

**Plan Notes**

1. Series Number: PD-Shallow 3.9
2. Channels are Non-Sloping with Flat Bottoms
3. Flow Cross-Section is 10.60 in<sup>2</sup> [68.4 cm<sup>2</sup>]
4. All Components are **Made in the USA**
5. Concrete: Concrete Thickness and Reinforcement per Structural Engineer's Specification for the Application.

DETAIL NOT TO SCALE



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**Po Drain Shallow 4" 100mm ID Precast Trench Drain  
 .50" 88.9mm Inside Depth Channel**

SERIES: **PD Shallow .9** REV: **00**

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REVISION	DESCRIPTION	DATE	PROJECT NO: F2004
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REVISION Δ			CHECKED BY ECM DATE 2020
REVISION Δ			APPROVED BY ECM DATE 2020

SCALES: PLAN & PROFILE  
 AS NOTED

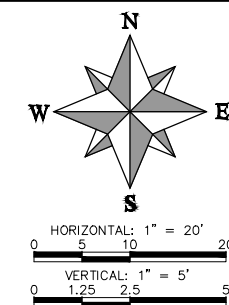


**PUBLIC WORKS  
 ENGINEERING DIVISION**

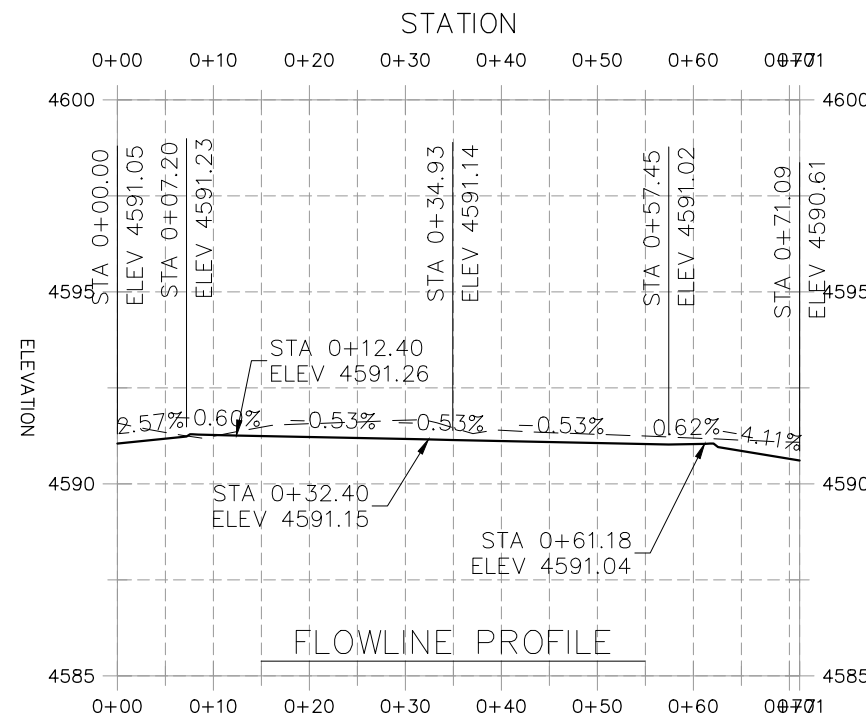
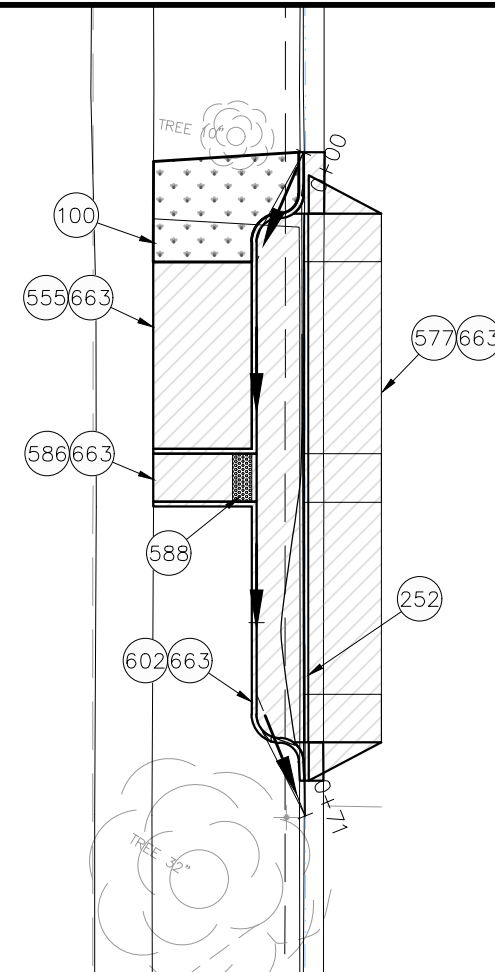
**2020 SAFE ROUTES TO SCHOOL  
 ADA ACCESS RAMPS  
 N. 6TH STREET & DRAIN DETAIL**

**CONSTRUCTION NOTES**

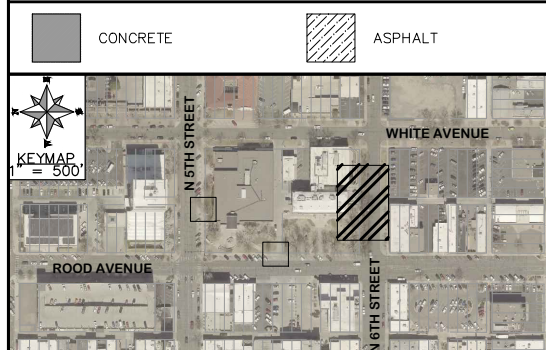
- 100 210 - RESET LANDSCAPE GROUND COVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING. ANY AND ALL ADDITIONAL MATERIALS ARE INCIDENTAL.
- 252 SP - POLYDRAIN SHALLOW TRENCH DRAIN 3.9"
- 555 608.06 - CONCRETE SIDEWALK (6" THICK) (MATCH IN KIND)
- 577 608/305 - CONCRETE PAVEMENT (6" THICK)
- 586 608.06 - CONCRETE CURB RAMP (8" THICK)
- 588 608.06 - DETECTABLE WARNING
- 602 608.06 - CONCRETE CURB AND GUTTER (2.5' WIDE)
- 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)

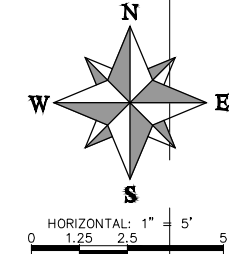
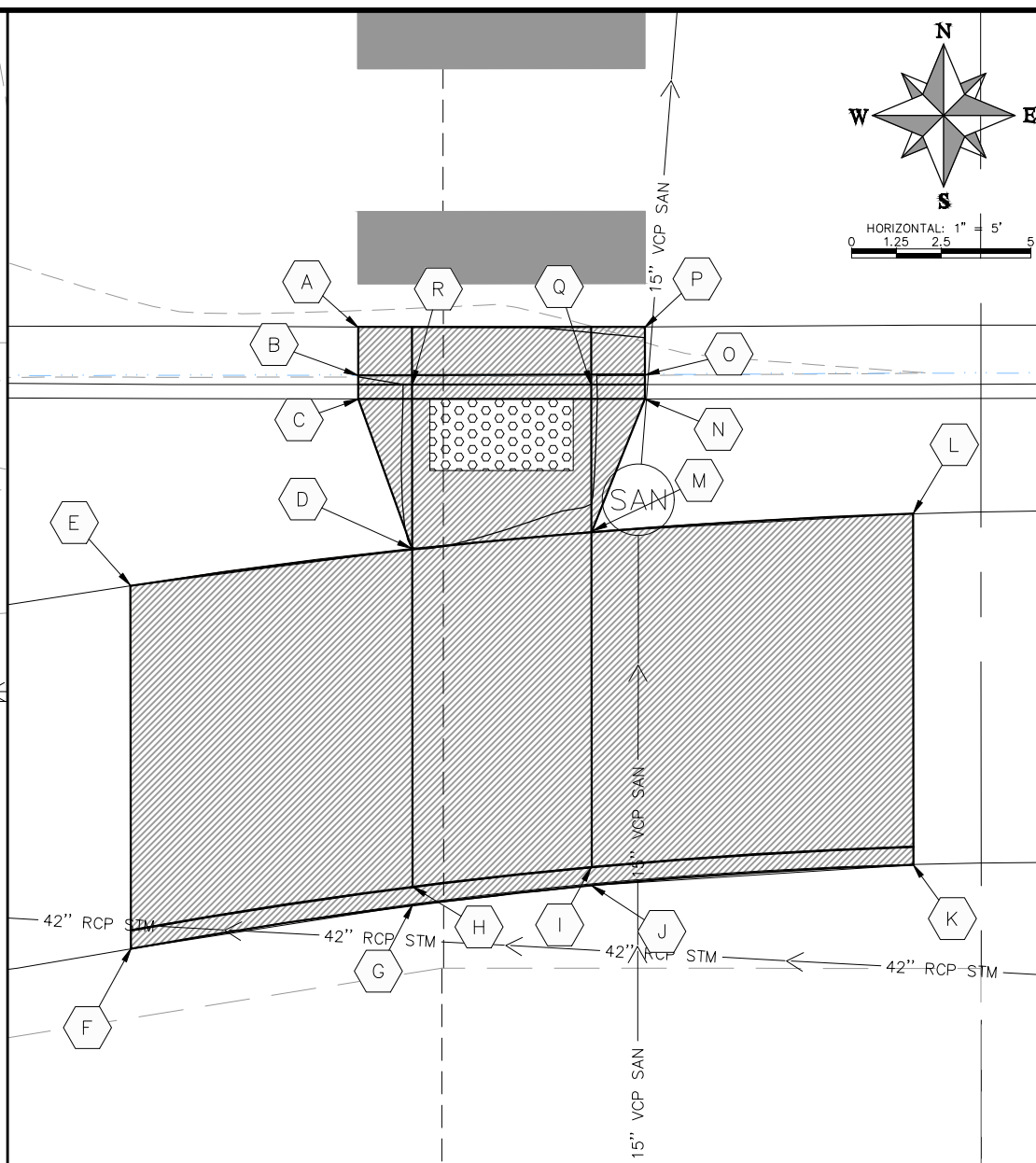
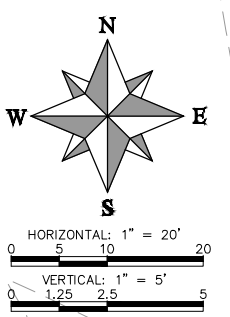
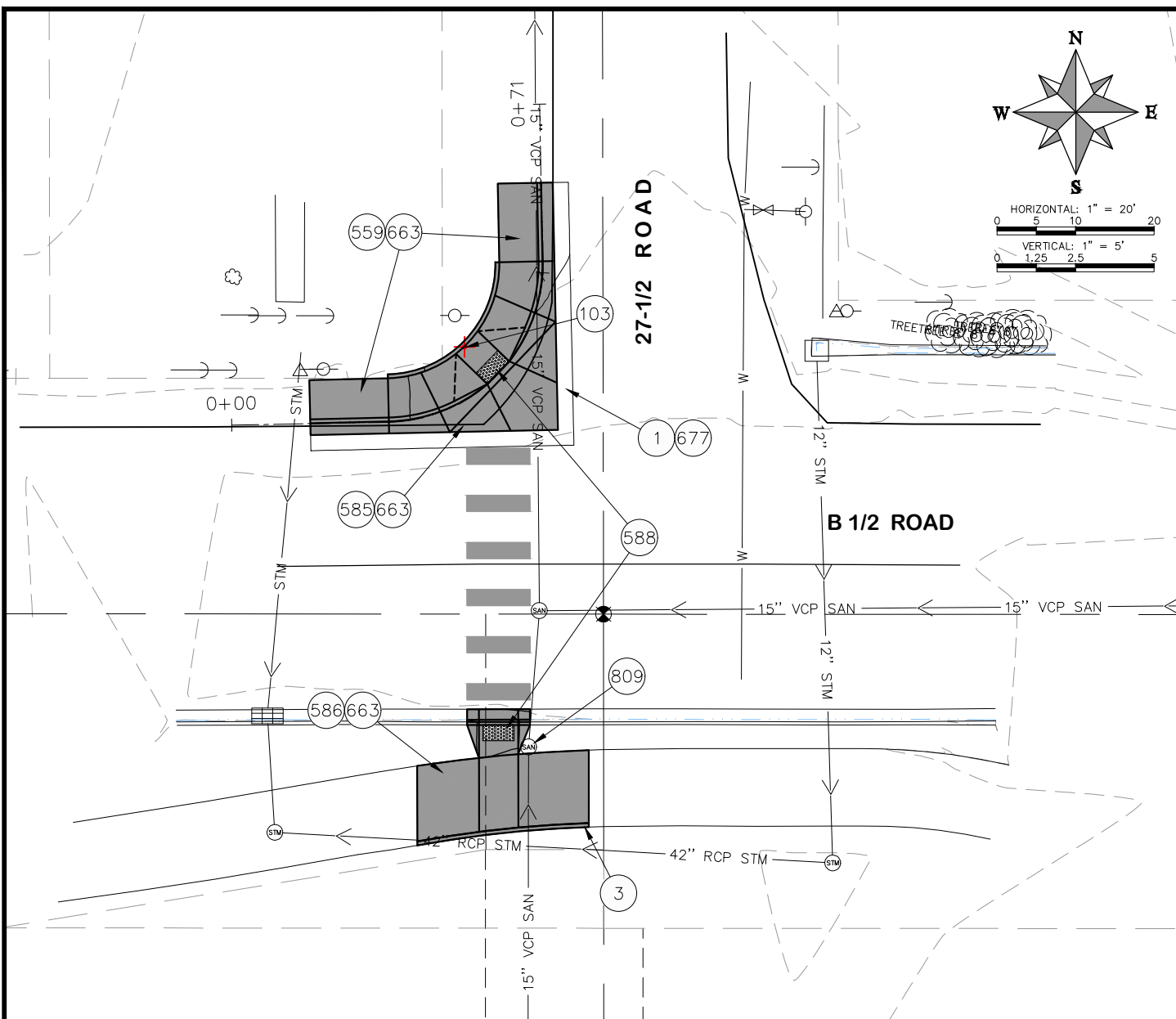


NORTH 6TH STREET



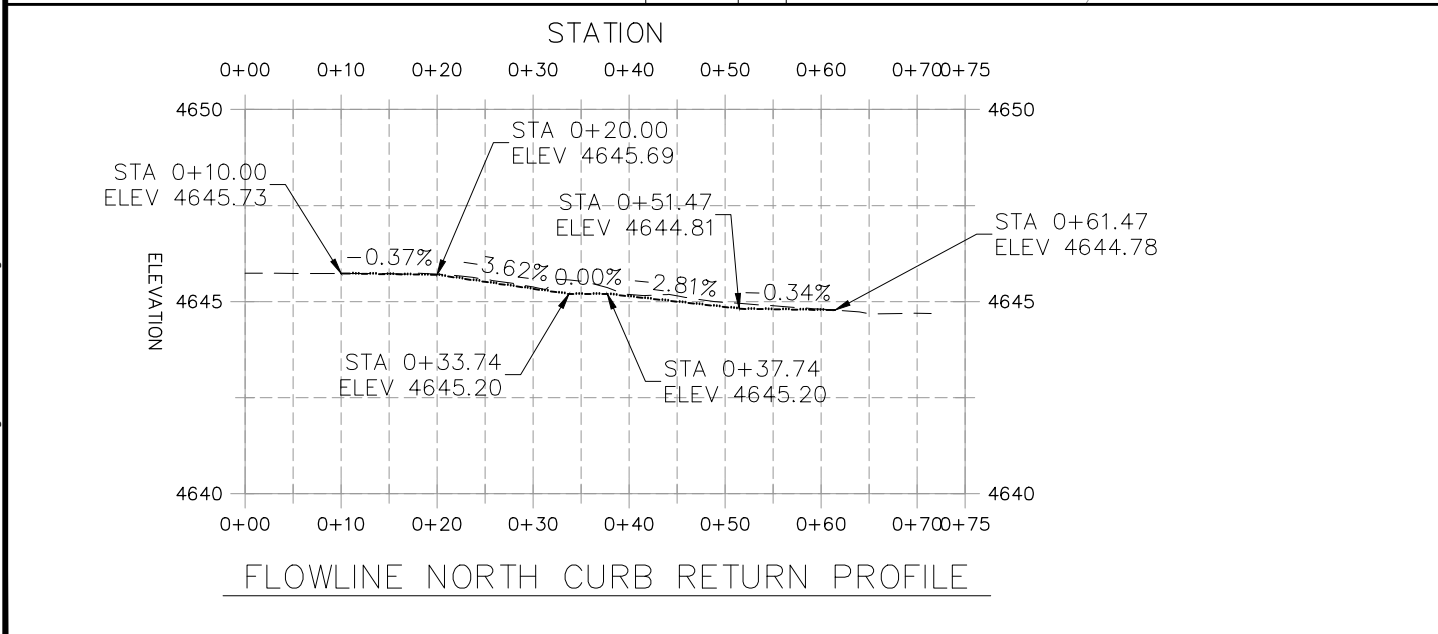
**HATCH LEGEND**





CONSTRUCTION NOTES

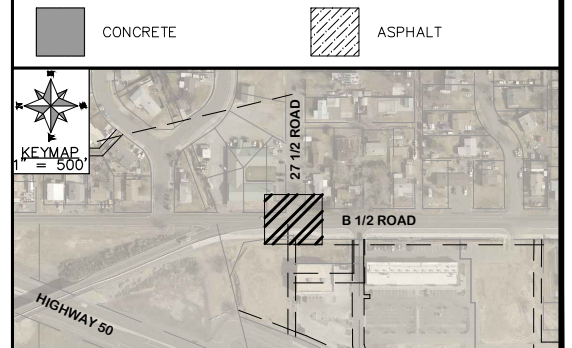
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- 3 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- 103 210 - RESET SIGN
- 559 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
- 576 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
- 585 608.06 - CONCRETE CORNER FILLET
- 586 608.06 - CONCRETE CURB RAMP (8" THICK) (MATCH IN KIND)
- 588 608.06 - DETECTABLE WARNING
- 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
- 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- 809 PROTECT MANHOLE



CURB RAMP ELEVATIONS

A	4645.977'	G	4646.501'	M	4646.016'
B	4645.910'	H	4646.001'	N	4646.465'
C	4646.413'	I	4646.016'	O	4645.949'
D	4646.001'	J	4646.516'	P	4646.015'
E	4646.640'	K	4646.612'	Q	4645.941'
F	4646.461'	L	4646.730'	R	4645.918'

HATCH LEGEND



REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
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REVISION			CHECKED BY ECM DATE 2020
REVISION			APPROVED BY ECM DATE 2020

SCALES: PLAN & PROFILE  
AS NOTED

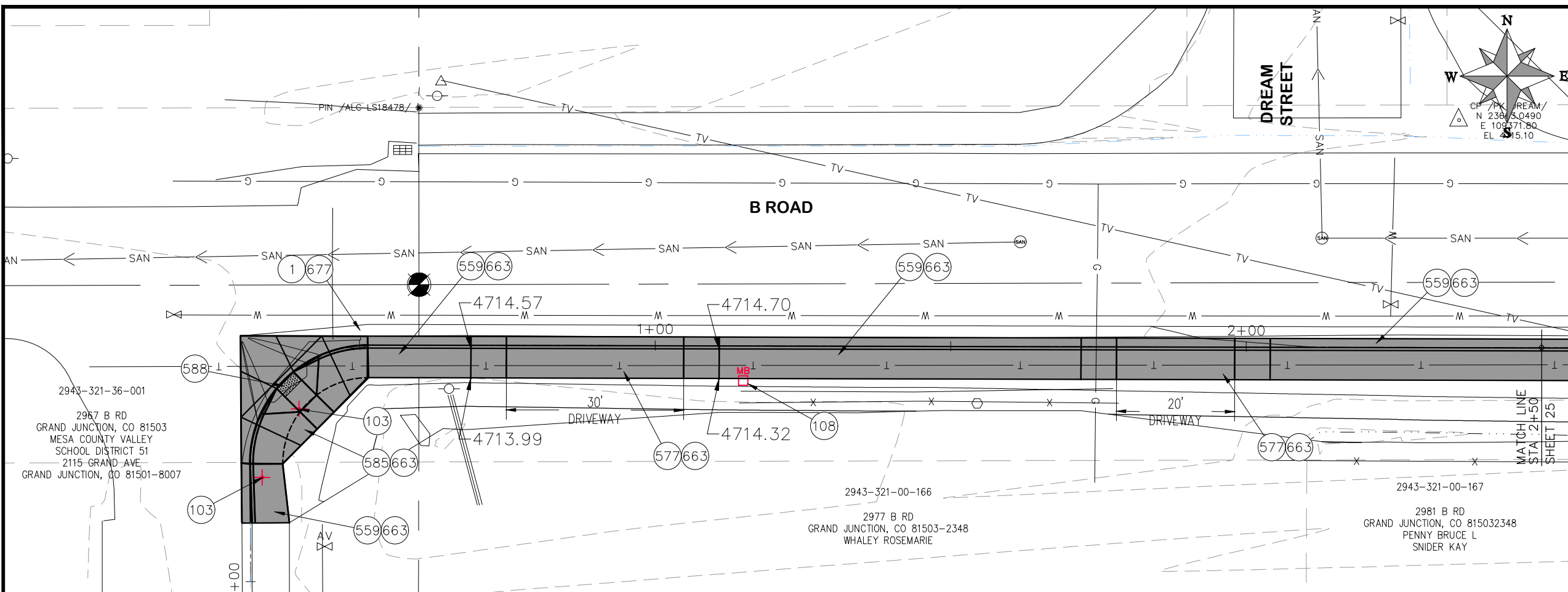


PUBLIC WORKS  
ENGINEERING DIVISION

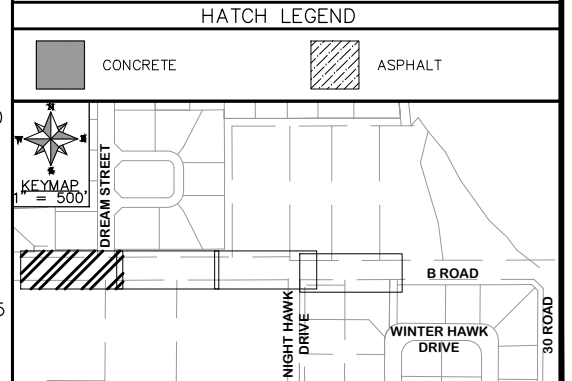
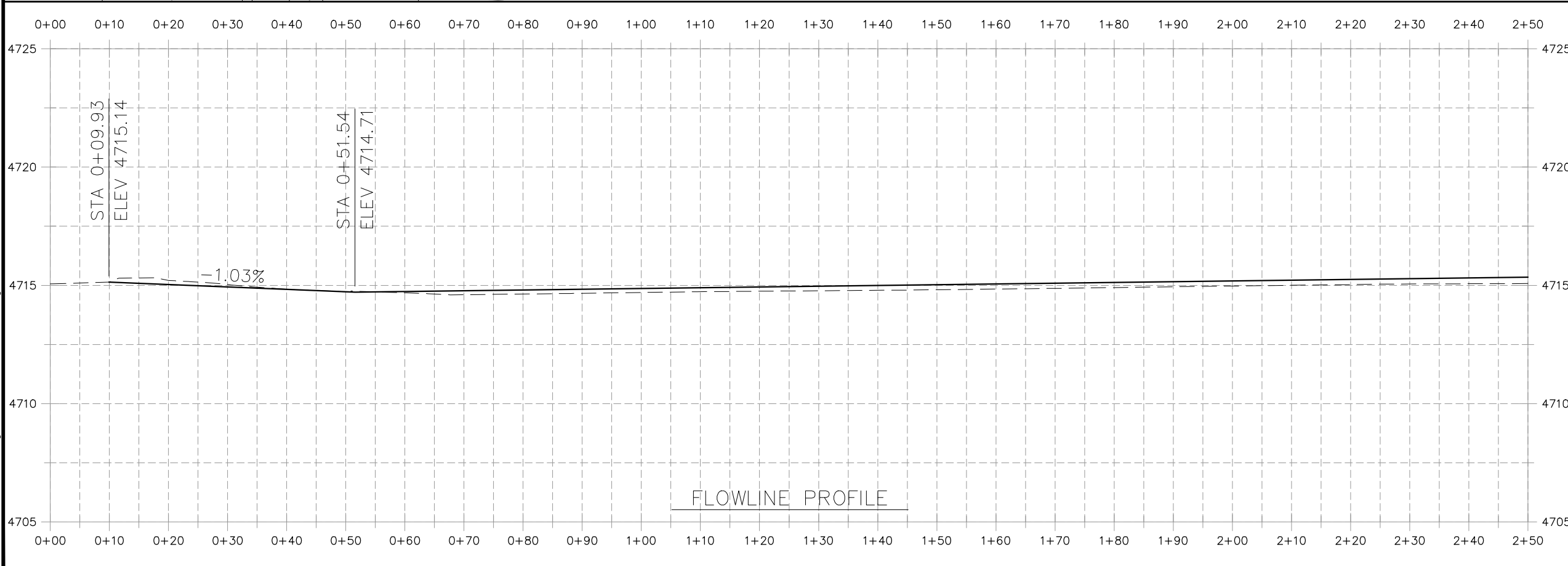
2020 SAFE ROUTES TO SCHOOL  
CROSSWALK  
B 1/2 ROAD & 27 1/2 ROAD

N:\Landproj\2020 CD86-Safe Routes to School.dwg 23 B E Rd Crosswalk.dwg 23 B E Rd Crosswalk 3/26/2020 5:16:39 PM





- CONSTRUCTION NOTES**
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 103 210 - RESET SIGN
  - 108 210 - RESET MAILBOX TO NEW 4x4 POST
  - 559 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
  - 577 608.06 - CONCRETE DRIVEWAY SECTION (8" THICK) (COMMERCIAL)
  - 585 608.06 - CONCRETE CORNER FILLET
  - 588 608.06 - DETECTABLE WARNING
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)



REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION	DESIGNED BY ECM	DATE 2020	DRAWN BY HMC
REVISION	CHECKED BY ECM	DATE 2020	DESIGNED BY ECM
REVISION	APPROVED BY ECM	DATE 2020	CHECKED BY ECM

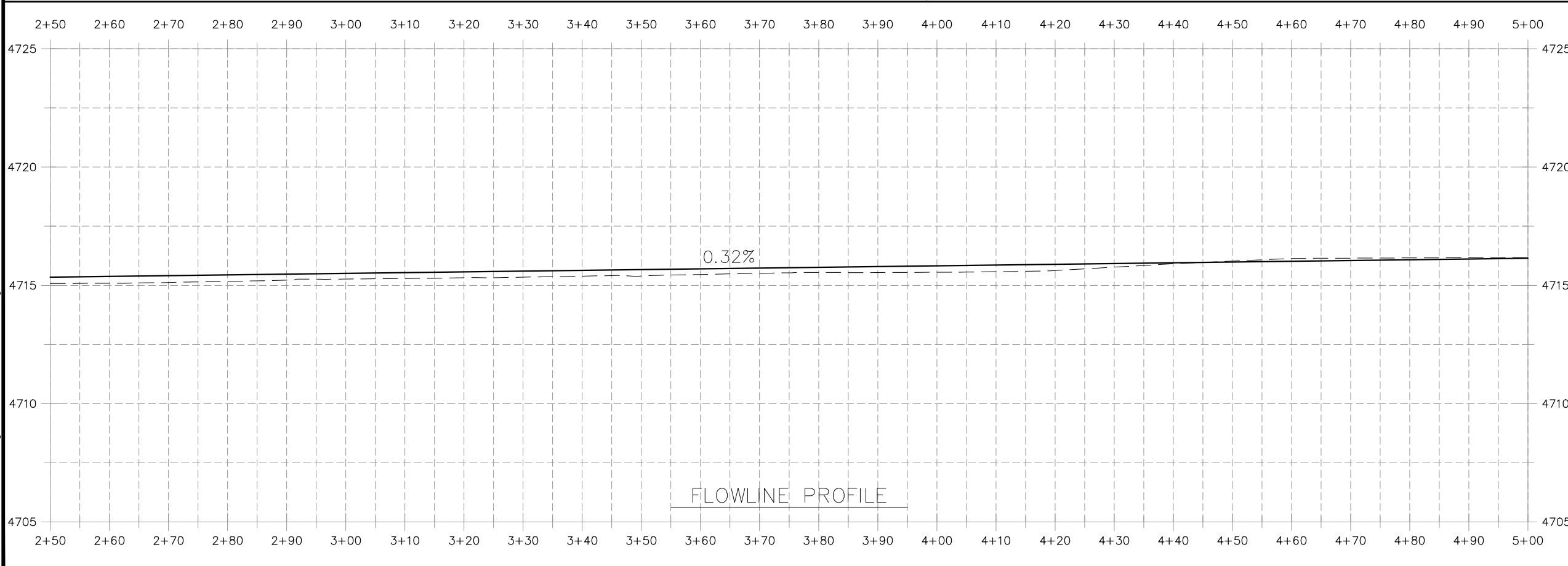
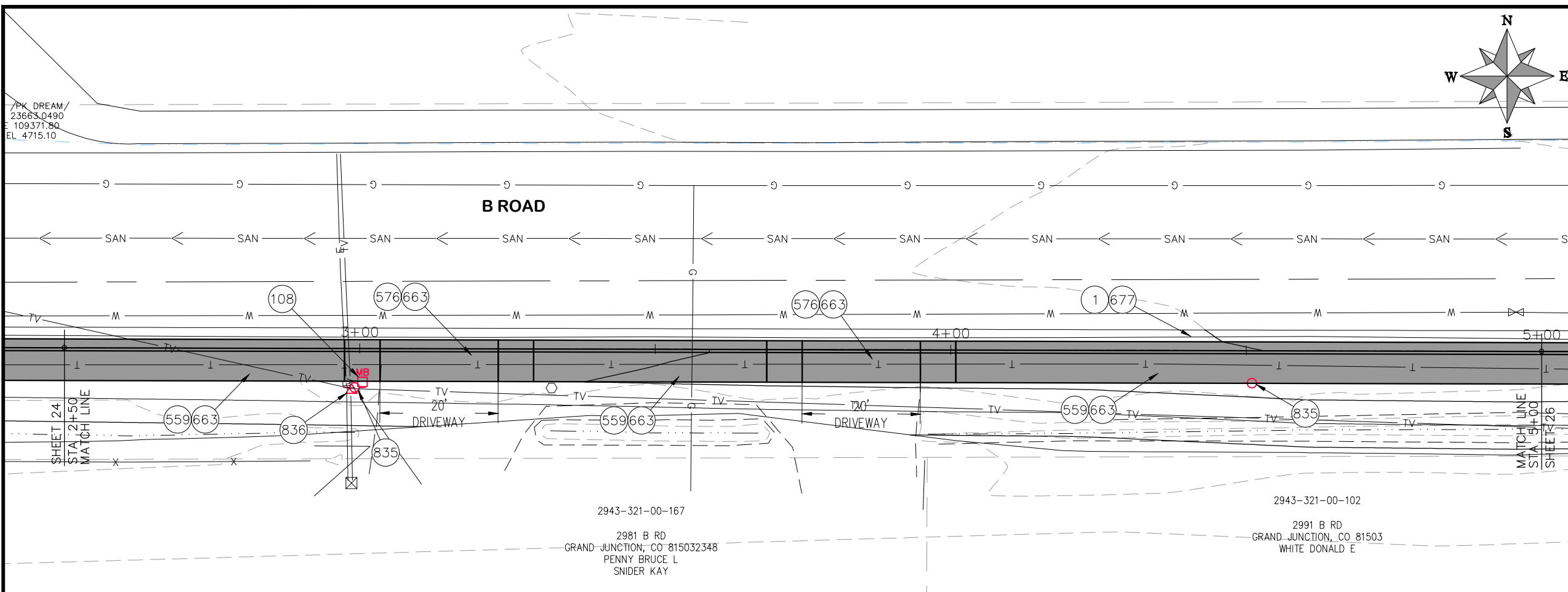
SCALES: PLAN & PROFILE

HORIZONTAL: 1" = 20'

VERTICAL: 1" = 5'

**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
B ROAD SIDEWALK PLAN AND PROFILE  
STA 0+00 TO STA 2+50**



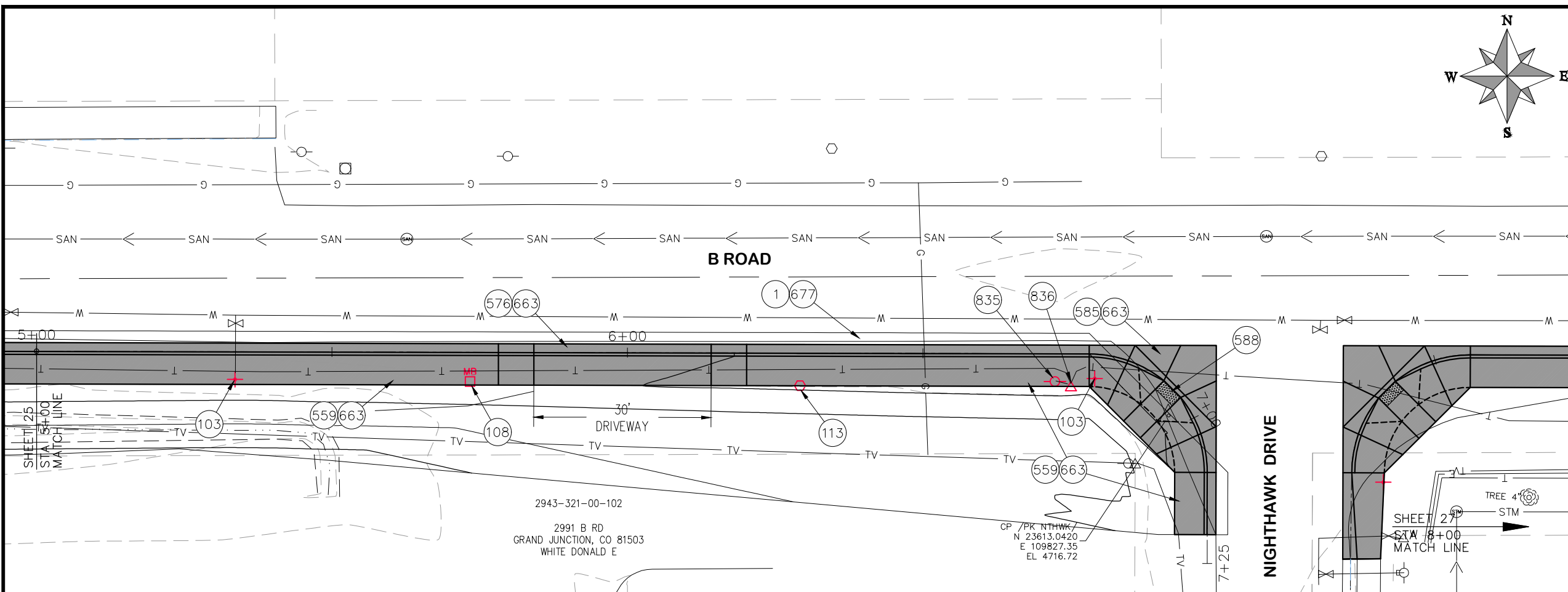
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REVISION			DESIGNED BY ECM	DATE 2020	
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REVISION			APPROVED BY ECM	DATE 2020	

**CITY OF Grand Junction**  
 COLORADO

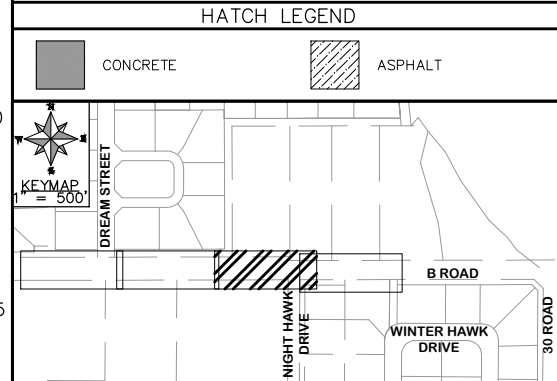
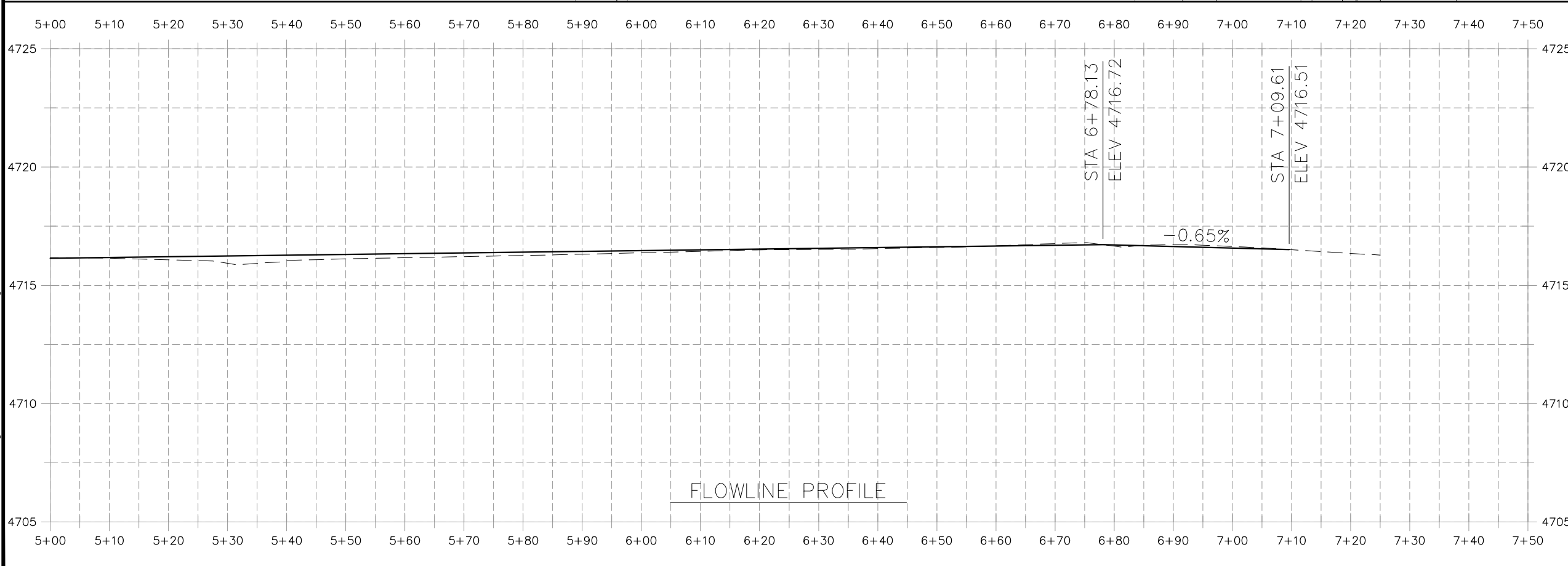
**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
B ROAD SIDEWALK PLAN AND PROFILE  
STA 2+50 TO 5+00**

N:\Landproj\2020 CD&S-Safe Routes to School\dwg\24 B Rd STA 0+00 to STA 2+50.dwg, 25 B Rd STA 2+50 to STA 5+00, 3/26/2020 5:17:05 PM



- CONSTRUCTION NOTES**
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 103 210 - RESET SIGN
  - 108 210 - RESET MAILBOX TO NEW 4x4 POST
  - 113 210 - RESET WATER METER (BY OTHERS)
  - 559 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
  - 576 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
  - 585 608.06 - CONCRETE CORNER FILLET
  - 588 608.06 - DETECTABLE WARNING
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - 835 RESET UTILITY POLE (BY OTHERS)
  - 836 RESET UTILITY PEDESTAL (BY OTHERS)



REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION Δ			DRAWN BY HMC DATE 2020
REVISION Δ			DESIGNED BY ECM DATE 2020
REVISION Δ			CHECKED BY ECM DATE 2020
REVISION Δ			APPROVED BY ECM DATE 2020

**SCALES: PLAN & PROFILE**

HORIZONTAL: 1" = 20'

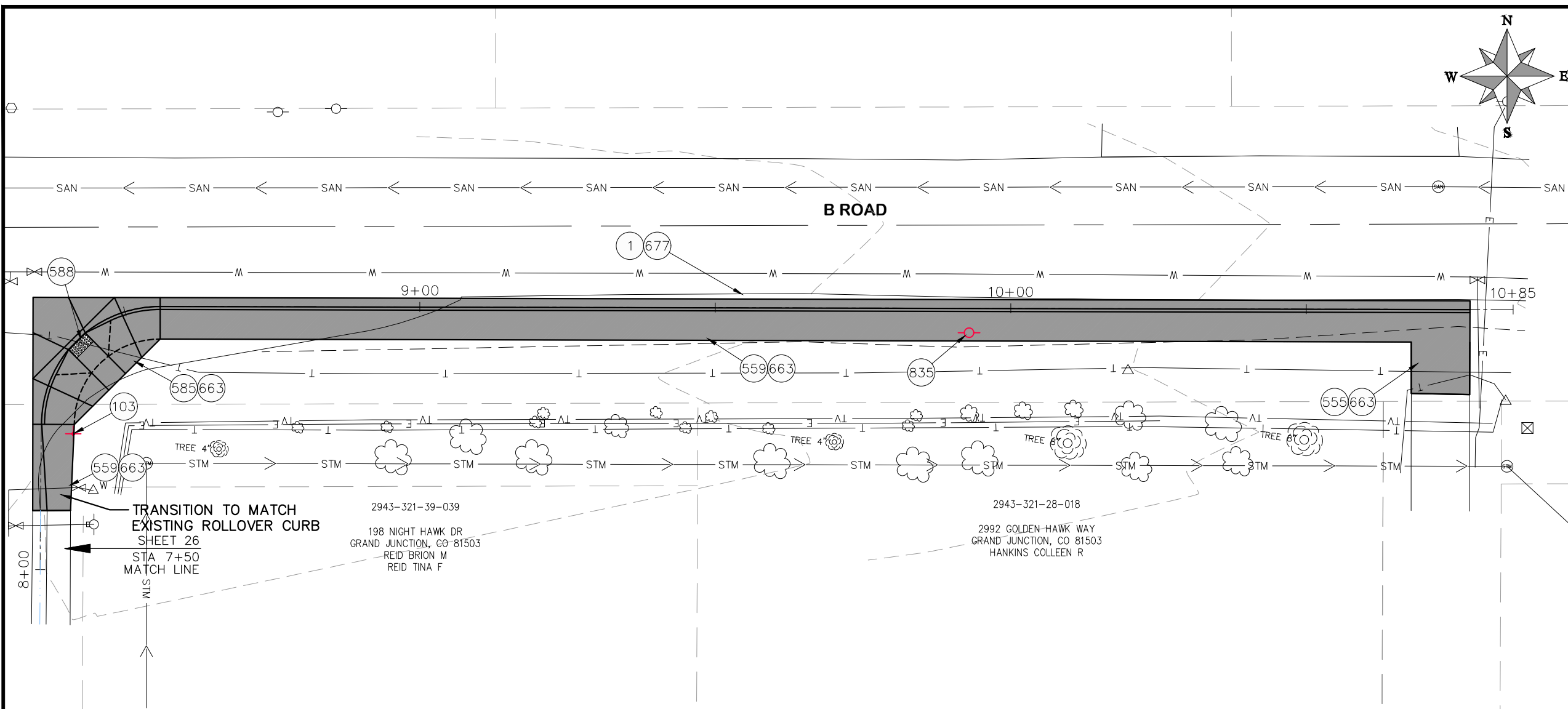
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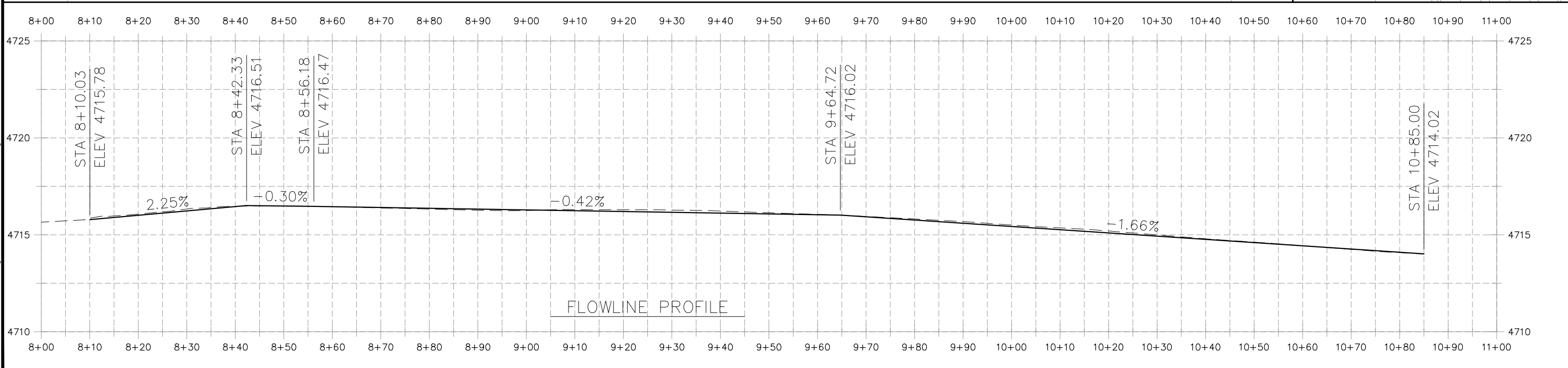
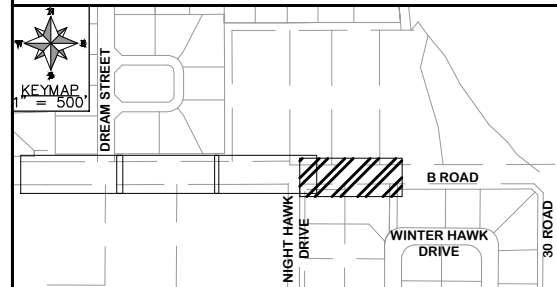
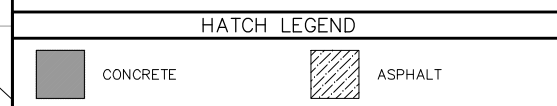
**PUBLIC WORKS ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
B ROAD SIDEWALK PLAN AND PROFILE  
STA 5+00 TO STA 7+50**

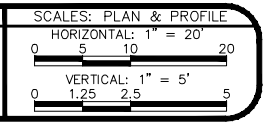
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- CONSTRUCTION NOTES**
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
  - 103 210 - RESET SIGN
  - 555 608.06 - CONCRETE SIDEWALK (4" THICK)
  - 559 608.06 - MONOLITHIC VERTICAL CURB, GUTTER AND SIDEWALK (7' WIDE)
  - 576 608.06 - CONCRETE DRIVEWAY SECTION (6" THICK) (RESIDENTIAL)
  - 585 608.06 - CONCRETE CORNER FILLET
  - 588 608.06 - DETECTABLE WARNING
  - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
  - 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
  - 835 RESET UTILITY POLE (BY OTHERS)



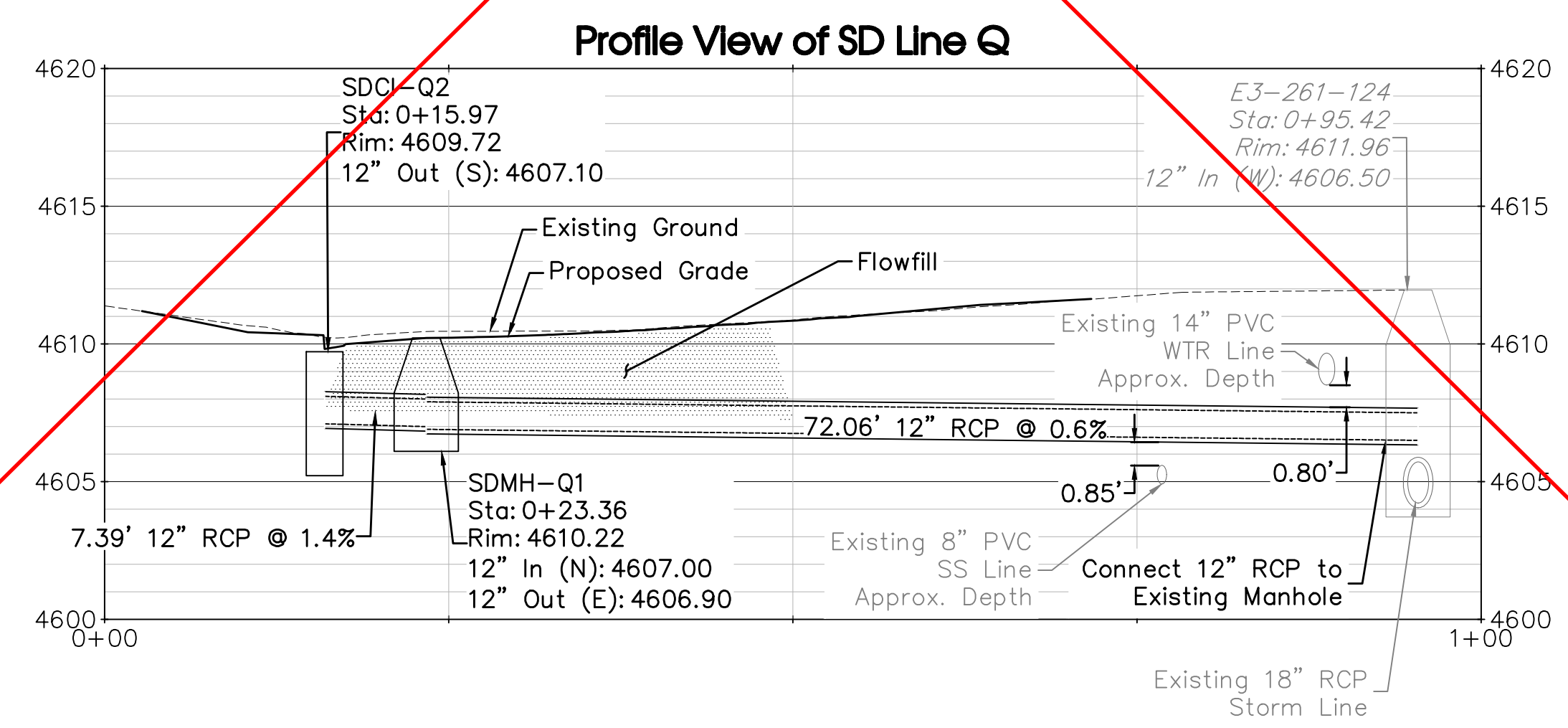
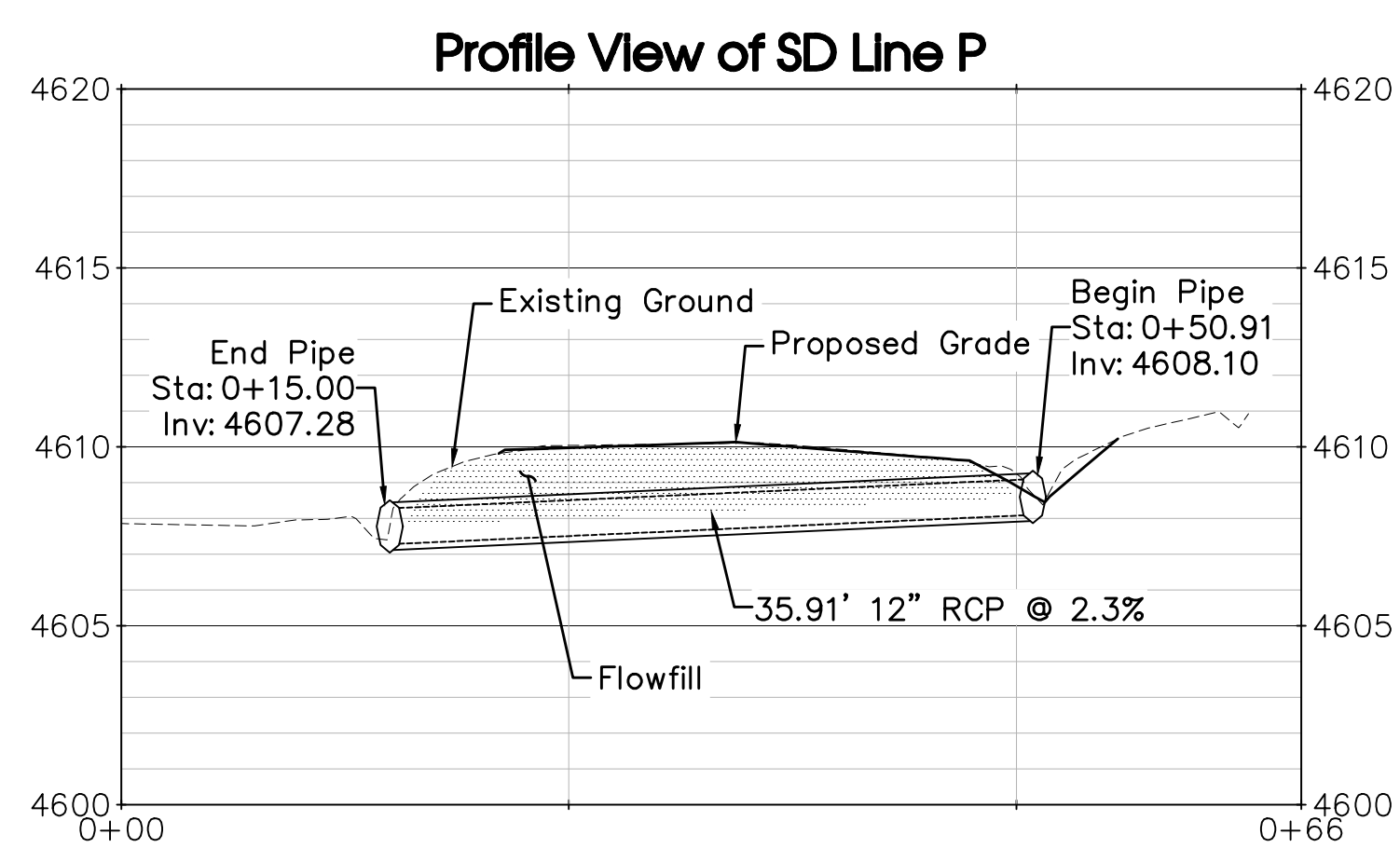
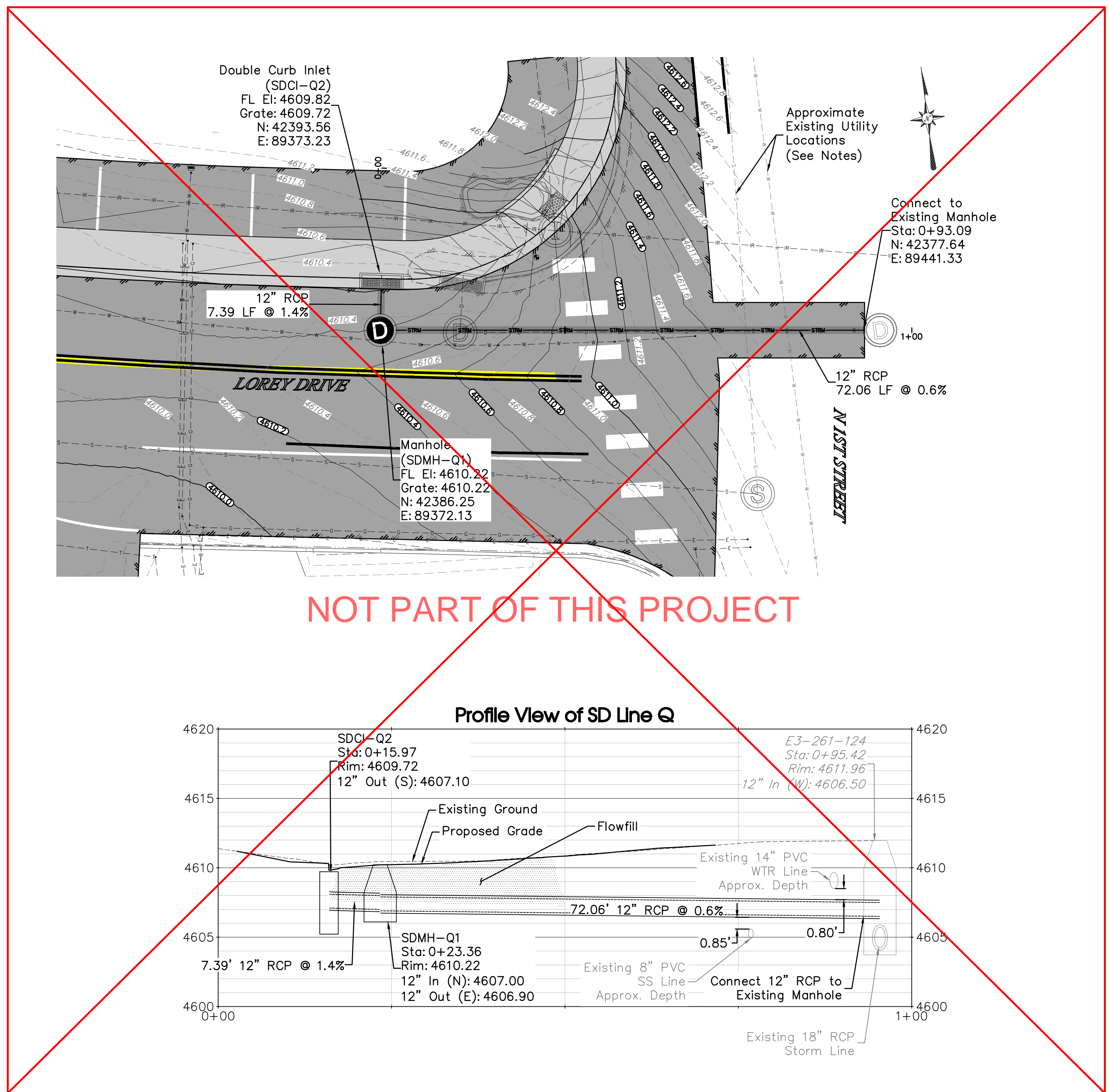
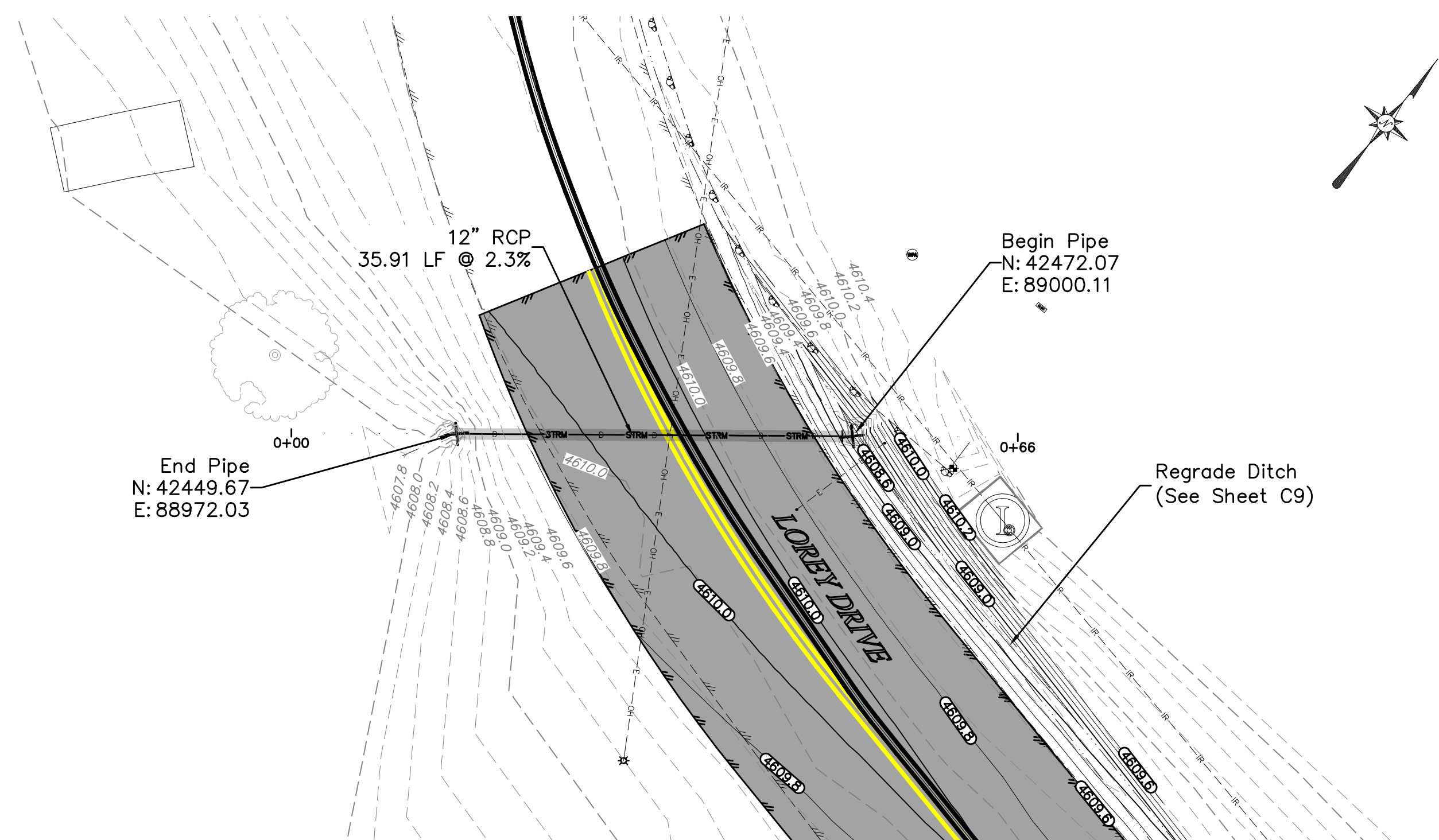
REVISION	DESCRIPTION	DATE	PROJECT NO. F2004
REVISION Δ			DRAWN BY HMC DATE 2020
REVISION Δ			DESIGNED BY ECM DATE 2020
REVISION Δ			CHECKED BY ECM DATE 2020
REVISION Δ			APPROVED BY ECM DATE 2020



**PUBLIC WORKS  
ENGINEERING DIVISION**

**2020 SAFE ROUTES TO SCHOOL  
B ROAD SIDEWALK PLAN AND PROFILE  
STA 8+00 TO STA 10+85**

N:\Landproj\2020 CD66-Safe Routes to School\dwg\24 B Rd STA 0+00 to STA 2+50.dwg, 27 B Rd STA 8+00 to STA 10+85, 3/26/2020 5:17:25 PM



**NOTES:**

- Proposed SD Line Q crosses existing SS and WTR lines as shown. Horizontal and vertical information for these existing utilities is taken from City of GJ GIS website and asbuilt drawings provided by the City, and is approximate only. Contractor to verify depth and location of these utility crossing locations and shall notify Engineer of any discrepancies.

<p>UNCC 800.922.1987 www.uncc.org</p>	<p>811 Know what's below. Call before you dig.</p>	<p><b>Project Benchmark</b> SET PK NAIL SW OF INTERSECTION OF 1ST STREET &amp; LOREY DRIVE</p> <p>Northing: 42355.676 Easting: 893331.289 Elevation: 4610.03 Datum Source: MCLCS Zone "GVA" (NAVD 88)</p>	<p><b>SCALE</b></p> <p>CONTOUR INTERVAL = 0.2 FOOT ORIGINAL SHEET SIZE: 22 x 34</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">NO.</th> <th style="width: 10%;">DATE</th> <th style="width: 60%;">DESCRIPTION</th> <th style="width: 20%;">BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY														<p>744 Horizon Court, Suite 110 Grand Junction, CO 81505 www.rcwest.com Phone: 970.241.4722 Fax: 970.241.9841</p>	<p><b>CITY OF GRAND JUNCTION</b></p> <p><i>Lorey Drive</i></p> <p>STORM PLAN &amp; PROFILE</p>	<p>C5</p>
NO.	DATE	DESCRIPTION	BY																					
<p>CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.</p>		<p>PROJECT # 1108-006    DATE ISSUED: 27.FEB.2020</p>		<p>DRAWN BY: JMM    HORIZ: AS SHOWN</p>		<p>CHECKED BY: IDG    VERT: AS SHOWN</p>		<p> </p>																

## **Appendix C Bidder Certifications**

## **BIDDER CERTIFICATIONS**

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- A. Equal Employment Opportunity – Executive Order 11246
- B. Section 3 and Segregated Facilities Certification
- C. Noncollusion Affidavit of Prime Contractor

CERTIFICATE OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY

---

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

---

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

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

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.  
 Yes     No
  
2. Compliance reports were required to be filed in connection with such a contract or subcontract.  
 Yes     No     Not applicable
  
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes     No     Not applicable
  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes     No

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

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

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

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



CERTIFICATE OF BIDDER  
REGARDING SECTION 3 AND SEGREGATED FACILITIES

---

Project Name: \_\_\_\_\_

Bidder: \_\_\_\_\_

The undersigned hereby certifies that:

- a. The provisions of Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment of lower-income persons and opportunities for contracting for local firms, will be included in the contract and all subcontracts.
  
- b. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

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

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

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

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



**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART  
BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

---

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
  - Preliminary Statement of Work Force Needs
  - Affirmative Action Plan for Use of Project Area Businesses
  - Statement of Actual Work Force Needs
  
- B. Solicitation of Minority and Women Owned Business
  
- C. Contractor Ownership Information
  
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS  
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: \_\_\_\_\_

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

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



**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS  
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: \_\_\_\_\_

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

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

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.

**CITY OF GRAND JUNCTION**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES**

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

_____	_____
Contractor Name	Phone

_____	_____
Individual Contacted	Date

SUBMITTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

COMPANY NAME: \_\_\_\_\_

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

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**CONTRACTOR OWNERSHIP INFORMATION**

Project Name: \_\_\_\_\_

Complete the following information below:

1. Legal Business Name:

\_\_\_\_\_

2. Legal Business Address, including Zip Code

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

1. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

\_\_\_\_\_

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

\_\_\_\_\_ White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_ Native American

Is the Contractor a Woman-Owned Business Enterprise? \_\_\_\_\_ Yes \_\_\_\_\_ No

The undersigned certify that the above information is true to the best of their knowledge.

\_\_\_\_\_  
Name of Owner or Authorized Representative

\_\_\_\_\_  
Date



**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**SUBCONTRACTOR OWNERSHIP INFORMATION**

Project Name: \_\_\_\_\_

Complete the following information below:

1. Legal Business Name:

\_\_\_\_\_

2. Legal Business Address, including Zip Code

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

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

\_\_\_\_\_

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

\_\_\_\_\_ White \_\_\_\_\_ Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Asian \_\_\_\_\_ Native American

Is the Contractor a Woman-Owned Business Enterprise? \_\_\_\_\_ Yes \_\_\_\_\_ No

The undersigned certify that the above information is true to the best of their knowledge.

\_\_\_\_\_  
Name of Owner or Authorized Representative

\_\_\_\_\_  
Date

**SUPPLEMENTAL CONDITIONS  
FOR PROJECTS FUNDED IN WHOLE OR PART BY  
COMMUNITY DEVELOPMENT BLOCK GRANTS**

## ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

## **ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS**

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

### **2. ACTIVITY RECORDS.**

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

### **3. ACCOUNTING AND FINANCIAL MANAGEMENT.**

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the

execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.
  
- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

## **FEDERAL LABOR STANDARDS PROVISIONS**

U.S. Department of Housing Office of Labor Relations  
**Federal Labor Standards Provisions and Urban Development**  
Form HUD-4010 (07/2003)  
Previous edition is obsolete Ref. Handbook 1344.1

**Applicability**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime



contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.** (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be

paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.**

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## DAVIS BACON WAGE RATE DETERMINATION

"General Decision Number: C020200002 01/31/2020

Superseded General Decision Number: C020190002

State: Colorado

Construction Type: Heavy

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/31/2020

ASBE0028-001 07/01/2019

	Rates	Fringes
Asbestos Workers/Insulator (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 32.98	14.73

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BRC0007-004 01/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON AND WELD COUNTIES

Rates Fringes

BRICKLAYER.....\$ 29.52 10.48

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BRCO007-006 05/01/2018

EL PASO AND PUEBLO COUNTIES

Rates Fringes

BRICKLAYER.....\$ 25.88 10.34

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ELEC0012-004 06/01/2019

PUEBLO COUNTY

Rates Fringes

ELECTRICIAN

Electrical contract over  
\$1,000,000.....\$ 27.50 12.50+3%

Electrical contract under  
\$1,000,000.....\$ 24.85 12.50+3%

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ELEC0068-001 06/01/2019

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER, AND WELD COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 36.50 16.18

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ELEC0111-001 03/01/2019

Rates Fringes

Line Construction:

Groundman.....\$ 20.41 13.75%+\$6.20

Line Equipment Operator.....\$ 28.98 13.75%+\$6.20

Lineman and Welder.....\$ 44.92 25.25%+\$5.75

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ELEC0113-002 06/01/2019

EL PASO COUNTY

Rates Fringes

ELECTRICIAN.....\$ 32.60 16.23

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ELEC0969-002 06/01/2019

MESA COUNTY

Rates Fringes

ELECTRICIAN.....\$ 25.20 10.06

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ENGI0009-001 05/01/2018

Rates Fringes

Power equipment operators:

Blade: Finish.....\$ 28.57 10.70

Blade: Rough.....\$ 28.25 10.70

Bulldozer.....	\$ 28.25	10.70
Cranes: 50 tons and under..	\$ 28.40	10.70
Cranes: 51 to 90 tons.....	\$ 28.57	10.70
Cranes: 91 to 140 tons.....	\$ 29.55	10.70
Cranes: 141 tons and over...	\$ 31.07	10.70
Forklift.....	\$ 27.87	10.70
Mechanic.....	\$ 28.73	10.70
Oiler.....	\$ 27.49	10.70
Scraper: Single bowl under 40 cubic yards.....	\$ 28.40	10.70
Scraper: Single bowl, including pups 40 cubic yards and over and tandem bowls.....	\$ 28.57	10.70
Trackhoe.....	\$ 28.40	10.70

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\* IRON0024-003 11/01/2019

	Rates	Fringes
Ironworkers:.....	\$ 30.85	22.26
Structural		

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LAB00086-001 05/01/2009

	Rates	Fringes
Laborers:		
Pipelayer.....	\$ 18.68	6.78

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PLUM0003-005 06/01/2017

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 39.08	16.44

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PLUM0058-002 07/01/2018

EL PASO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

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PLUM0058-008 07/01/2018

PUEBLO COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.75	14.85

-----  
PLUM0145-002 07/01/2016

MESA COUNTY

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.17	11.70

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PLUM0208-004 06/01/2016

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,  
JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 37.10	16.62

\* SHEE0009-002 07/01/2019

	Rates	Fringes
Sheet metal worker.....	\$ 34.62	17.95

\* TEAM0455-002 07/01/2019

	Rates	Fringes
Truck drivers:		
Pickup.....	\$ 21.91	4.42
Tandem/Semi and Water.....	\$ 22.54	4.42

SUC02001-006 12/20/2001

	Rates	Fringes
BOILERMAKER.....	\$ 17.60	
Carpenters:		
Form Building and Setting...	\$ 16.97	2.74
All Other Work.....	\$ 15.14	3.37
Cement Mason/Concrete Finisher...	\$ 17.31	2.85
IRONWORKER, REINFORCING.....	\$ 18.83	3.90
Laborers:		
Common.....	\$ 11.22	2.92
Flagger.....	\$ 8.91	3.80
Landscape.....	\$ 12.56	3.21
Painters:		
Brush, Roller & Spray.....	\$ 15.81	3.26
Power equipment operators:		
Backhoe.....	\$ 16.36	2.48
Front End Loader.....	\$ 17.24	3.23
Skid Loader.....	\$ 15.37	4.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including



preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



**Purchasing Division**

## **ADDENDUM NO. 1**

**DATE:** April 21, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** 2020 Safe Routes to School Projects IFB-4786-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. In the bid schedule, item number 37 poly drain shallow trench drain 3.9". I need the manufacture's name and product number.

A. See attached information.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado

# Standard PolyDrain – 2519BAF “River Wave”

## Precast Trench Drain 4" ID w Uncoated Decorative Ductile Iron Grate & Coated Frame Standard Specification

### System ID#: PD 2519BAF River Wave

Trench drain shall be PolyDrain; manufactured by ABT, Inc., 259 Murdock Road, Troutman, NC - (800) 438-6057.  
www.abtdrains.com

### System Components:

**Precast Trench Drain** - The precast trench shall be manufactured using polyester polymer concrete with the following material properties when tested:

Property	Test Method	Value
Compressive Strength	ASTM C579	14,000 psi Minimum
Bending Strength	ASTM C580	4,000 psi Minimum
Tensile Strength	ASTM C307	2,000 psi Minimum
Moisture Absorption	ASTM D570	0.1% Maximum
Chemical Resistance	ASTM C267	Pass
Freeze/Thaw w/o weight loss	ASTM C666	1600 Number of Cycles Minimum
Resistance to Fungi	ASTM G21	Zero (0) Rating Mold Growth
UL/ULC Listed- Flame Spread	UL-723	Class A

The trench consisting of 39.19” (1 meter) or 19.56” (1/2 meter) channels with nominal 6” (155mm) outside width, 4” (100mm) inside width. Pre-sloped channels shall have a standard slope of 0.6% with radius bottom. Non-sloping channels must have written approval by engineer prior to installation. Channels shall have tongue and groove joints. Grate lock down slots shall have polyethylene vibration dampening inserts. All channels must have full length anchoring ribs for a positive mechanical lock with the surrounding concrete.

**Sidewall Extensions** – Sidewall extensions for channels may be used for hydraulic performance or to maintain the standard slope of 0.6% in greater trench run lengths. Sidewall extensions shall be composed of similar material and thickness as the channels and shall have tongue and groove joints.

**Frame & Grate #2519BAF River Wave:** Uncoated ductile iron grate with polymer coated frame conforming to ASTM A-536. Grates shall meet a minimum 494 psi proof load per AASHTO M-306 test modified by utilizing a 9” x 3” load plate and conform to the requirements of the Americans with Disabilities Act Handbook, Section 4.5.4. Frames shall be a minimum of .188” (4.77mm) thick. The frames shall have .25” dia. x 3” long (minimum) anchors spaced no more than 17” (431.8mm) on center. Frames shall be independent of the channels. Frames and grates shall seat into channels without rocking and shall be locked to the channel using a zinc plated steel 5/16 – 18 UNC bolt and zinc plated steel toggle bar system with a bolt torque of 10in/lb. Frames and grates shall be made in U.S.A., and shall conform to the FHWA's "Buy America" policy 23 CFR 635.410(b) and Federal Acquisitions Regulations (FAR) 52.225 “Buy American Act”.

**Submittals:** A Certificate of Compliance in conformance with the provisions of these Standard Specifications shall be furnished to the Engineer. Grates shall be independently tested to AASHTO M-306.



## Standard PolyDrain – Shallow

### Precast Trench Drain 4" ID Shallow depth Channel

### Standard Specification

#### System ID#: PD Shallow 3.1- or PD Shallow 3.9-

Trench drain shall be PolyDrain Shallow; manufactured by ABT, Inc., 259 Murdock Road, Troutman, NC - (800) 438-6057. [www.abtdrains.com](http://www.abtdrains.com)

#### System Components:

**Precast Trench Drain** - The precast trench shall be manufactured using polyester polymer concrete with the following material properties when tested:

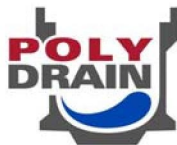
Property	Test Method	Value
Compressive Strength	ASTM C579	14,000 psi Minimum
Bending Strength	ASTM C580	4,000 psi Minimum
Tensile Strength	ASTM C307	2,000 psi Minimum
Moisture Absorption	ASTM D570	0.1% Maximum
Chemical Resistance	ASTM C267	Pass
Freeze/Thaw w/o weight loss	ASTM C666	1,600 Number of Cycles Minimum
Resistance to Fungi	ASTM G21	Zero (0) Rating Mold Growth
UL/ULC Listed- Flame Spread	UL-723	Class A

The trench consisting of 39.19" (1 meter) channels with nominal 6" (155mm) outside width, 4 " (100mm) inside width. Channels are non-sloping channels with flat bottoms. Channel depths. Are 3.1" (78.9mm) or 3.9" (99.1mm) as shown on plans. Channels shall have tongue and groove joints. Grate lock down slots shall have polyethylene vibration dampening inserts. All channels must have full length anchoring ribs for a positive mechanical lock with the surrounding concrete.

**Frame & Grate: #:** [All PolyDrain grates or frame and grates will fit on PolyDrain Channels. Select grate or frame and grate from Standard PolyDrain selections.](#)

#### Quality Assurance:

**Submittals:** A Certificate of Compliance in conformance with the provisions of these Standard Specifications shall be furnished to the Engineer. Grates shall be independently tested to AASHTO M-306.



#### 4. Contractor's Bid Form

Bid Date: 4-24-20

Project: IFB-4786-20-DH "2020 Safe Routes to School Projects"

Bidding Company: M.A. Concrete Construction, Inc.

Name of Authorized Agent: Andy Azcaraga

Email andy.maconcrete@gmail.com

Telephone 243-3221 Address 2323 Rivers Rd

City Grand Junction State CO Zip 81505

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 1.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: M.A. Concrete Construction, Inc.

Authorized Signature: Andy Azcaraga

Title: Vice President

## Bid Schedule: 2020 CDBG-Safe Routes to School

Contractor: M.A. Concrete Construction, Inc

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	8" Storm Pipe (HDPE or approved equal)	29.	LF	\$ <u>55.00</u>	\$ <u>1595.00</u>
2	108.2	12" Storm Pipe (RCP CL3)	36.	LF	\$ <u>84.00</u>	\$ <u>3024.00</u>
3	108.3	Chase Drain (6" Wide)	6.	LF	\$ <u>189.00</u>	\$ <u>1134.00</u>
4	108.6	Single Storm Drain Inlet (Vertical Curb) (24"x36")	1.	Each	\$ <u>6750.00</u>	\$ <u>6750.00</u>
5	202	Removal of Asphalt Mat	1,032.	SY	\$ <u>13.50</u>	\$ <u>139,320.00</u>
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, and landscape borders)	322.	SY	\$ <u>15.90</u>	\$ <u>5,119.80</u>
7	202	Remove, Maintain, and Reset Sod	64.	SY	\$ <u>21.00</u>	\$ <u>1,344.00</u>
8	202	Remove Landscape Ground Cover and Any Underlying Barrier.	527.	SY	\$ <u>12.85</u>	\$ <u>6,772.50</u>
9	208	Inlet Protection (Silt-Sack) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	15.	Each	\$ <u>133.00</u>	\$ <u>1,995.00</u>
10	208	Concrete Washout Facility	1.	Lump Sum	\$ <u>1050.00</u>	\$ <u>1050.00</u>
11	210	Reset Fire Hydrant	1.	Each	\$ <u>3382.00</u>	\$ <u>3382.00</u>
12	210	Reset Valve Box	4.	Each	\$ <u>370.00</u>	\$ <u>1480.00</u>
13	210	Reset Sign	17.	Each	\$ <u>340.00</u>	\$ <u>5780.00</u>
14	210	Adjust Storm Drain Inlet Frame and Grate to Grade (Includes Elevation Adjustments and Lid Replacement)	6.	Each	\$ <u>187.00</u>	\$ <u>1122.00</u>
15	210	Remove and Reset Chain Link Fence	20.	LF	\$ <u>19.00</u>	\$ <u>380.00</u>
16	210	Reset Irrigation Sprinkler Heads	9.	Each	\$ <u>84.00</u>	\$ <u>756.00</u>
17	210	Remove and Reset Mailbox	11.	Each	\$ <u>125.00</u>	\$ <u>1375.00</u>
18	210	Inorganic Mulch (1 1/2" Tan Granite) (6" Thick)	42.	CY	\$ <u>100.00</u>	\$ <u>4200.00</u>



## Bid Schedule: 2020 CDBG-Safe Routes to School

Contractor: M.A. Concrete Construction, Inc

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
19	401.08	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22) (Two 2" Lifts)	717.	SY	\$ <u>61.00</u>	\$ <u>43,737.00</u>
20	608/305	Concrete Curb and Gutter (2.5' Wide) To Include 6" of Class 6 Aggregate Base Course	954.	LF	\$ <u>29.00</u>	\$ <u>27,666.00</u>
21	608.06	Concrete Sidewalk (4" Thick) to Include 6" of Class 6 Aggregate Base Course	18.	SY	\$ <u>96.00</u>	\$ <u>1,728.00</u>
22	608/304	Concrete Sidewalk (6" Thick) to Include 6" of Class 6 Aggregate Base Course	38.	SY	\$ <u>97.00</u>	\$ <u>3,686.00</u>
23	608	Vertical Concrete Curb, Gutter and Sidewalk (Match in Kind) To Include 6" of Class 6 Aggregate Base Course	994.	SY	\$ <u>60.00</u>	\$ <u>59,640.00</u>
24	608	Concrete Driveway Section (6" Thick) (Residential) to Include 6" of Class 6 Aggregate Base Course	275.	SY	\$ <u>77.00</u>	\$ <u>21,175.00</u>
25	608	Concrete Driveway Section (8" Thick) (Commercial) to Include 6" of Class 6 Aggregate Base Course	58.	SY	\$ <u>91.00</u>	\$ <u>5,278.00</u>
26	608	Concrete Corner Fillet to Include 6" of Class 6 Aggregate Base Course.	287.	SY	\$ <u>91.00</u>	\$ <u>26,117.00</u>
27	608/304	Concrete Curb Ramp (8" Thick) to Include 6" of Class 6 Aggregate Base Course	186.	SY	\$ <u>81.00</u>	\$ <u>15,066.00</u>
28	608	Concrete Drive Over Curb, Gutter and Sidewalk (Match in Kind) to include 6" of Class 6 Aggregate Base Course.	170.	SY	\$ <u>74.00</u>	\$ <u>12,580.00</u>
29	608/305	Concrete Pavement (6" Thick) to Include 6" of Class 6 Aggregate Base Course	84.	SY	\$ <u>67.00</u>	\$ <u>5,628.00</u>
30	608	Detectable Warnings (Wet Set)	276.	SF	\$ <u>32.00</u>	\$ <u>8,832.00</u>
31	620	Sanitary Facility	1.	Lump Sum	\$ <u>785.00</u>	\$ <u>785.00</u>

## Bid Schedule: 2020 CDBG-Safe Routes to School

Contractor: M.A. Concrete Construction, Inc.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
32	625	Construction Surveying	1.	Lump Sum	\$ <u>5250.00</u>	\$ <u>5250.00</u>
33	626	Mobilization	1.	Lump Sum	\$ <u>2500.00</u>	\$ <u>2500.00</u>
34	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ <u>16170.00</u>	\$ <u>16170.00</u>
35	630	Traffic Control Plan	1.	Lump Sum	\$ <u>235.00</u>	\$ <u>235.00</u>
36	630	Flagging	530.	HR	\$ <u>27.00</u>	\$ <u>14310.00</u>
37	SP-1	PolyDrain Shallow Trench Drain 3.9" Complete In Place	130.	LF	\$ <u>131.00</u>	\$ <u>17030.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>15,000.00</u>

**Bid Amount:** \$ 363,604.30

**Bid Amount:**

Three hundred sixty three thousand six hundred four and <sup>30</sup>/<sub>100</sub> dollars

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>CC Enterprises GJ, CO</u>	<u>Traffic Control</u>	<u>5.7</u>
<u>Sierra Concrete Company GJ, CO</u>	<u>Concrete</u>	<u>40</u>
<u>Martin Construction Fruita, CO</u>	<u>Asphalt</u>	<u>14.3</u>

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, M.A. Concrete Construction, Inc. (        an individual,  
       a partnership, X a corporation incorporated in the State of        CO       ) as Principal,  
and Western Surety Company (incorporated in the  
State of        SD       ) as Surety, are held and firmly bound unto the City of Grand  
Junction, Colorado, (hereinafter called "City") in the penal sum of Five Percent of Amount Bid  
       dollars (\$        5%       ), lawful money of the United States, for the  
payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has  
submitted the accompanying Bid dated        April 24, 2020        for construction of 2020 Safe  
Routes to School Projects - IFB-4786-20-DH

       (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit  
with the City either a cashier's check or a certified check equivalent to not less than five percent of  
the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in  
event of a failure to execute the proposed Contract for such construction and to provide the required  
Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the  
Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty  
for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached  
prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in  
accordance with said Bid as accepted, and give Performance and Payment Bonds with good and  
sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the  
faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance  
as required by said Contract, and provide all other information and documentation required by the  
Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full  
force and effect. In the event suit is brought upon this bond by the City and the City prevails, the  
principal and surety shall pay all costs incurred by the City in such suit, including reasonable  
attorneys' fees and costs to be fixed by the Court.


IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this 24th day of April, 2020.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road

Grand Junction, CO 81505

Signed: By: 

Title: Vice President

Surety: Western Surety Company

Address: 151 N. Franklin Street

Chicago, IL 60606

Signed: By: 

Title: Tina Marie Post Attorney-in-Fact



### INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jody L Anderson, Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Elizabeth Ostblom, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of July, 2019.

WESTERN SURETY COMPANY

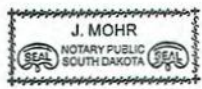


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of July, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24<sup>th</sup> day of April, 2020.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302  Grand Junction CO 81506		<b>CONTACT NAME:</b> Tina Post <b>PHONE (A/C, No, Ext):</b> (970) 248-8300 <b>FAX (A/C, No):</b> (970) 242-1894 <b>E-MAIL ADDRESS:</b> tina.post@moodyins.com																						
<b>INSURED</b>  M. A. Concrete Construction, Inc. P. O. Box 1968  Grand Junction CO 81502		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>BITCO National Insurance Company</td> <td>20109</td> </tr> <tr> <td>INSURER B:</td> <td>BITCO General Insurance Corporation</td> <td>20095</td> </tr> <tr> <td>INSURER C:</td> <td>Pinnacle Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER D:</td> <td>Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	BITCO National Insurance Company	20109	INSURER B:	BITCO General Insurance Corporation	20095	INSURER C:	Pinnacle Assurance	41190	INSURER D:	Continental Insurance Company	35289	INSURER E:			INSURER F:		
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**COVERAGES**                      **CERTIFICATE NUMBER:** 19/20 Master                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CLP3688584	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		CAP3688584	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP2817942	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	4195192	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		6045636010	12/01/2019	12/01/2020	Limit 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Bid Bond: 2020 Safe Routes to School Projects IFB-4786-20-DH

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 250 N 5th St  Grand Junction CO 81501	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Moody-Valley Insurance Agency</i>
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## ADDITIONAL REMARKS SCHEDULE

AGENCY Moody-Valley Insurance Agency		NAMED INSURED M. A. Concrete Construction, Inc.	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

**CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS**

**General Liability:**  
 Blanket Additional Insured status applies only to the extent provided in form GL3085 09/11 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form GL3085 09/11 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form GL3085 09/11 when required by written contract.  
 Designated Project General Aggregate applies only to the extent provided in form GL3085 09/11 when required by written contract.

**Auto Liability:**  
 Blanket Additional Insured status applies only to the extent provided in form AP0401 10/17 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form AP0401 10/17 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form AP0401 10/17 when required by written contract.

**Umbrella Liability:**  
 Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract.

**Excess Liability:**  
 Excess Liability policy is on a follow form basis for the following underlying insurance coverages: Umbrella Liability. Additional insured status will follow when required by written contract.

**Worker's Compensation:**  
 359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

**IMPORTANT:**  
 The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com



**CITY OF GRAND JUNCTION**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**

**SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES**

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

<u>Sierra Concrete Company</u>	<u>970-314-7676</u>
Contractor Name	Phone
<u>Sonia Gutierrez</u>	<u>4-24-20</u>
Individual Contacted	Date

<u>CC Enterprises</u>	<u>970-261-8196</u>
Contractor Name	Phone
<u>Jennifer Foley</u>	<u>4-24-20</u>
Individual Contacted	Date

_____ Contractor Name	_____ Phone
--------------------------	----------------

_____ Individual Contacted	_____ Date
-------------------------------	---------------

_____ Contractor Name	_____ Phone
--------------------------	----------------

_____ Individual Contacted	_____ Date
-------------------------------	---------------

_____ Contractor Name	_____ Phone
--------------------------	----------------

_____ Individual Contacted	_____ Date
-------------------------------	---------------

SUBMITTED BY: Andy Azcaraga

TITLE: Vice President

SIGNATURE: Andy Azcaraga

COMPANY NAME: M.A. Concrete Construction, Inc.

DATE: 4-24-20

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES**

PROJECT: 2020 Safe Routes to School Projects.

COMPANY: M.A. Concrete Construction, Inc.

NUMBER OF ALL SUBCONTRACTORS PROPOSED: 4

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ 217,400.00

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Grand Junction city limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
<u>Traffic Control - CC Enterprises G.J., CO</u>	<u>\$30,000.00</u>
<u>Concrete - Sierra Concrete Company G.J., CO</u>	<u>143,000.00</u>
<u>Asphalt - Martie Construction Fruita, CO</u>	<u>36,400.00</u>
<u>Surveying - High Desert Surveying G.J., CO</u>	<u>8,000.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Outline the affirmative action plan to achieve these goals:

Contact known local minority and women  
owned businesses and invite them to submit a  
bid as a subcontractor in their specialized  
field.

Check the Colorado Business Directory for minority  
construction companies in Grand Junction and  
Mesa County for potential subcontractors.

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**CONTRACTOR OWNERSHIP INFORMATION**

Project Name: 2020 Safe Routes to School Projects

Complete the following information below:

1. Legal Business Name:

M.A. Concrete Construction, Inc.

2. Legal Business Address, including Zip Code

2323 River Road  
Grand Junction, CO 81505

1. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

84-0987691

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>Martin Azcarraga</u>	<u>President</u>	<u>1058 23 Rd G.J. CO 81505</u>
<u>Andrew Azcarraga</u>	<u>Vice President</u>	<u>15381 58 1/2 Rd Collbran CO 81624</u>
<u>Donna Azcarraga</u>	<u>Sec/Treas</u>	<u>1058 23 Rd G.J. CO 81505</u>

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

White  Black  Hispanic  Asian  Native American

Is the Contractor a Woman-Owned Business Enterprise?  Yes  No

The undersigned certify that the above information is true to the best of their knowledge.

Donna Azcarraga  
Name of Owner or Authorized Representative

4-24-2020  
Date

**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART  
BY COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

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The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
  - Preliminary Statement of Work Force Needs
  - Affirmative Action Plan for Use of Project Area Businesses
  - Statement of Actual Work Force Needs
- B. Solicitation of Minority and Women Owned Business
- C. Contractor Ownership Information
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CERTIFICATE OF BIDDER  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

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**INSTRUCTIONS:**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

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**CERTIFICATE OF BIDDER**

Name and address of bidder (including zip code):

M.A. Concrete Constancies, Inc.  
2323 River Rd  
Grand Junction, CO 81505

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1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.  
 Yes     No
  
2. Compliance reports were required to be filed in connection with such a contract or subcontract.  
 Yes     No     Not applicable
  
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes     No     Not applicable
  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes     No

Submitted By: Andy Azcarraga  
Title: Vice President  
Signature: Andy Azcarraga  
Date: 4-24-20

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**SUBCONTRACTOR OWNERSHIP INFORMATION**

Project Name: 2020 Safe Routes to School Projects

Complete the following information below:

1. Legal Business Name:  
M.A. Concrete Construction Inc.

2. Legal Business Address, including Zip Code  
2323 River Road  
Grand Junction CO 81505

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)  
84-0987691

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
<u>Martin Azcarraga</u>	<u>President</u>	<u>1058 23 Rd. G.J. CO 81505</u>
<u>Andrew Azcarraga</u>	<u>Vice President</u>	<u>15381 58 1/2 Rd. Gortbran CO 81627</u>
<u>Donna Azcarraga</u>	<u>Sec/Treas</u>	<u>1058 23 Rd G.J CO 81505</u>

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

White  Black  Hispanic  Asian  Native American

Is the Contractor a Woman-Owned Business Enterprise?  Yes  No

The undersigned certify that the above information is true to the best of their knowledge.

Donna Azcarraga  
Name of Owner or Authorized Representative

4-24-2020  
Date

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS  
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: 2020 Safe Routes to School Projects

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	33	7	3		
SEMI-SKILLED	6	2	-		
UNSKILLED	1	-	-		
TRAINEE	-	-	-		

Methods to be used to achieve these goals: Current work force is full with long standing employees. If additional help is needed we will advertise with the Colorado Work Force Center, advertise in local newspaper, Craigs List, post in our breakroom and review current applications on file.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Andy Azcaraga  
 TITLE: Vice President  
 SIGNATURE: Andy Azcaraga  
 COMPANY NAME: M.A. Concrete Construction, Inc.  
 DATE: 4-24-20

**CITY OF GRAND JUNCTION  
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS  
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: 2020 safe Routes to School Projects

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED	33	7	3		
SEMI-SKILLED	6	2	-		
UNSKILLED	1	-	-		
TRAINEE	-	-	-		

Methods to be used to achieve these goals: Current work force is full with long standing employees. If additional help is needed we will advertise with the Colorado Workforce Center, advertise in local newspaper, Craigs list, post in our break room and review current applications on file.

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: Andy Azcaraga  
 TITLE: Vice President  
 SIGNATURE: Andy Azcaraga  
 COMPANY NAME: M.A. Concrete Construction, Inc.  
 DATE: 4-24-20

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.



CERTIFICATE OF BIDDER  
REGARDING SECTION 3 AND SEGREGATED FACILITIES

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Project Name: 4788-20-DH

Bidder: M.A. Concrete Construction, Inc.

The undersigned hereby certifies that:

- a. The provisions of Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment of lower-income persons and opportunities for contracting for local firms, will be included in the contract and all subcontracts.
- b. No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964

Submitted By: Andy Accarage

Title: Vice President

Signature: Andy Accarage

Date: 4-24-20

**NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR**

State of Colorado )  
County of Mesa ) ss.

Martin Azcarraga being first duly sworn, deposes and says that:

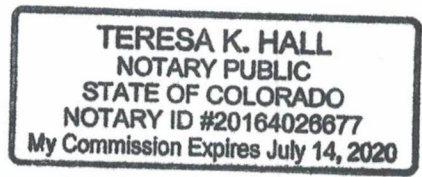
1. He is the President of M.A. Concrete Construction Inc, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another 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 the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Grand Junction 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 any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: Martin Azcarraga  
Title: President

Subscribed and sworn to me this 24<sup>th</sup> day of April, 2020

By: Teresa K. Hall  
Notary Public

My commission expires: July 14, 2020



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
M.A. Concrete Construction, Inc. \_\_\_\_\_, a \_\_\_\_\_ Corporation \_\_\_\_\_  
organized under the laws of the State of \_\_\_\_\_ CO \_\_\_\_\_, hereinafter  
referred to as the "Contractor" and Western Surety Company \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ SD \_\_\_\_\_  
\_\_\_\_\_, and authorized and licensed to transact business in the State of  
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City  
of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of  
Three Hundred Sixty Three Thousand Six Hundred Three Dollars and 75/100  
\_\_\_\_\_ dollars (\$ 363,603.75 \_\_\_\_\_), lawful money of the United  
States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally by these presents.

WHEREAS, the above Contractor has on the 21st day of May,  
2020, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of 2020 Safe Routes to School Projects  
\_\_\_\_\_ (the "Project") and Contract No. IFB-4786-20-DH, if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the  
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every  
covenant, condition and part of said Contract, including, but not limited to,  
its warranty provisions, in the time and manner prescribed in the Contract,  
and
2. Pays the City all losses, damages (liquidated or actual, including, but not  
limited to, damages caused by delays in performance of the Contract),  
expenses, costs and attorneys' fees, that the City sustains resulting from
3. any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3rd day of June, 2020.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: Andy Arcauaga

Title: Vice President

ATTEST: Jess K. Hall

Secretary

SURETY: Western Surety Company

By: Tina Marie Post

Title: Tina Marie Post Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
M.A. Concrete Construction, Inc. \_\_\_\_\_, a \_\_\_\_\_ Corporation \_\_\_\_\_ organized  
under the laws of the State of \_\_\_\_\_ CO \_\_\_\_\_, hereinafter referred to as the  
"Contractor" and \_\_\_\_\_ Western Surety Company \_\_\_\_\_  
\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ SD \_\_\_\_\_  
\_\_\_\_\_, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of \_\_\_\_\_  
Three Hundred Sixty Three Thousand Six Hundred Three Dollars and 75/100  
\_\_\_\_\_ dollars (\$363,603.75 \_\_\_\_\_), lawful money of the United  
States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 21st day of May,  
2020, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of 2020 Safe Routes to School Projects  
\_\_\_\_\_ (the "Project") and Contract No. IFB-4786-20-DH, if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

NOW, THEREFORE, the condition of this payment bond obligation is such that if  
the Contractor shall at all times promptly make payments of all amounts lawfully due to  
all persons supplying or furnishing it or its subcontractors with labor, materials, rental  
machinery, tools or equipment, used or performed in the prosecution of work provided  
for in the above Contract and shall indemnify and save harmless the City to the extent  
of any and all payments in connection with the carrying out of such Contract which the  
City may be required to make under the law, and for all losses, damages, expenses,  
costs, and attorneys' fees incurred by the City resulting from the failure of the Contractor  
to make the payments discussed above, then this obligation shall be null and void,  
otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract Documents, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3rd day of June, 2020.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: Andy Agcauaga

Title: Vice President

ATTEST: Jessica K. Hall

Secretary

SURETY: Western Surety Company

By: Tina Marie Post

Title: Tina Marie Post Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jody L Anderson, Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Elizabeth Ostblom, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of July, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of July, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 3rd day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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**Jody L Anderson, Evan E Moody, Karen A Feggestad, Bradley J Moody, Tina Marie Post, Elizabeth Ostblom, Individually**

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

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WESTERN SURETY COMPANY



*Paul T. Bruflat*

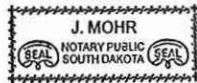
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 17th day of July, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have herunto subscribed my name and affixed the seal of the said corporation this 3rd day of June, 2020.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302  Grand Junction CO 81506		<b>CONTACT NAME:</b> Tina Post <b>PHONE (A/C, No, Ext):</b> (970) 248-8300 <b>E-MAIL ADDRESS:</b> tina.post@moodyins.com		<b>FAX (A/C, No):</b> (970) 242-1894	
<b>INSURED</b> M. A. Concrete Construction, Inc. P. O. Box 1968  Grand Junction CO 81502		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		<b>INSURER A:</b> BITCO National Insurance Company		20109	
		<b>INSURER B:</b> BITCO General Insurance Corporation		20095	
		<b>INSURER C:</b> Pinnacol Assurance		41190	
		<b>INSURER D:</b> Continental Insurance Company		35289	
		<b>INSURER E:</b>			
		<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 19/20 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CLP3688584	12/01/2019	12/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000 \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3688584	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	\$ 1,000,000 \$ \$ \$ \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2817942	12/01/2019	12/01/2020	EACH OCCURRENCE AGGREGATE	\$ 2,000,000 \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4195192	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
D	Excess Liability			6045636010	12/01/2019	12/01/2020	Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE Project: 2020 Safe Routes to School Projects IFB-4786-20-DH

**CERTIFICATE HOLDER****CANCELLATION**City of Grand Junction  
250 N 5th St

Grand Junction

CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Moody-Valley Insurance Agency*

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AGENCY CUSTOMER ID: 00022370

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Moody-Valley Insurance Agency		NAMED INSURED M. A. Concrete Construction, Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

**CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS**

**General Liability:**

Blanket Additional Insured status applies only to the extent provided in form GL3085 09/11 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form GL3085 09/11 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form GL3085 09/11 when required by written contract.  
 Designated Project General Aggregate applies only to the extent provided in form GL3085 09/11 when required by written contract.

**Auto Liability:**

Blanket Additional Insured status applies only to the extent provided in form AP0401 10/17 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form AP0401 10/17 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form AP0401 10/17 when required by written contract.

**Umbrella Liability:**

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract.

**Excess Liability:**

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: Umbrella Liability. Additional insured status will follow when required by written contract.

**Worker's Compensation:**

359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

**IMPORTANT:**

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgj@moodyins.com