

CHANGE ORDER**Number 5**

Date: June 30, 2022
 To: Myers & Sons Construction, LLC
 From: City of Grand Junction, Department of Public Works and Utilities
 Project: **Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)**
 P.O.: **2021-00000331**

It is agreed to modify the Contract for the Project as follows:

This change order is a deductive change order for the claim regarding damage to the sludge pipe and pump in Primary Clarifier 1.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,985,529.00
Approved Change Orders	0.00
This Change Order	<u>(6,990.50)</u>
Revised Contract Amount	\$2,978,538.50

Summary of Contract time adjustments:

Original Contract Time	357.	Cal. Days
Approved Change Orders	46.	
This Change Order	<u>0.</u>	
Revised Contract Time	403.	Cal. Days

Construction Start Date: July 28, 2021
 Contract Completion Date: September 3, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by: DocuSigned by: Kirsten Armbruster - Project Engineer, City of Grand Junction Date: 7/20/2022
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Kirsten Armbruster, Project Manager

Approved by: DocuSigned by: Kurt Carson - Wastewater Services Manager - City of Grand Junction Date: 7/20/2022
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Kurt Carson, Persigo WWTP Manager

Contractor: **Myers & Sons Construction, LLC**

Signature: DocuSigned by: Clinton W. Myers - Vice President, Myers & Sons Construction, LLC Date: 7/20/2022
F43B0B20C02411...

Name and Title: Clinton W. Myers - Vice President, Myers & Sons Construction, LLC

**Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) -- City P.O. No. 2021-00000331
Change Order No. 5**

June 30, 2022

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2, 3, 4]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2, 3, 4]	403	Cal. Days	---	---	403	Cal. Days	---	---	-
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ 450.00	\$ 20,700.00	46	SF	\$ 450.00	\$ 20,700.00	
2	3-2	Concrete Coping Repair	4.	SF	\$ 1,277.00	\$ 5,108.00	4	SF	\$ 1,277.00	\$ 5,108.00	
3	3-3	Installation of New Anchors	39.	EA	\$ 479.00	\$ 18,681.00	39	EA	\$ 479.00	\$ 18,681.00	
4	3-5	Sealant Installation	780.	LF	\$ 15.00	\$ 11,700.00	780	LF	\$ 15.00	\$ 11,700.00	
5		North Dividing Wall Demolition/Removal	1.	LS	\$ 44,000.00	\$ 44,000.00	1	LS	\$ 44,000.00	\$ 44,000.00	
6		North Dividing Wall Installation	1.	LS	\$ 485,000.00	\$ 485,000.00	1	LS	\$ 485,000.00	\$ 485,000.00	
7		South Dividing Wall Demolition/Removal	1.	LS	\$ 45,000.00	\$ 45,000.00	1	LS	\$ 45,000.00	\$ 45,000.00	
8		South Dividing Wall Installation	1.	LS	\$ 542,000.00	\$ 542,000.00	1	LS	\$ 542,000.00	\$ 542,000.00	
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ 20.00	\$ 4,200.00	210	EA	\$ 20.00	\$ 4,200.00	
10		Address Existing Leaking Cracks (Urethane Grout Injection)	100.	LF	\$ 20.00	\$ 2,000.00	100	LF	\$ 20.00	\$ 2,000.00	
11		Install New Catwalk at South Dividing Wall	1.	LS	\$ 108,000.00	\$ 108,000.00	1	LS	\$ 108,000.00	\$ 108,000.00	
12	5-1	Installation of Coating System at Primary Clarifier Walls	15,400.	SF	\$ 44.50	\$ 685,300.00	15400	SF	\$ 44.50	\$ 685,300.00	
13		Additional Surface Preparation	7,000.	SF	\$ 9.00	\$ 63,000.00	7000	SF	\$ 9.00	\$ 63,000.00	
14	5-3	Removal of Dome and Entrance Extension	2.	EA	\$ 32,000.00	\$ 64,000.00	2	EA	\$ 32,000.00	\$ 64,000.00	
15	5-5	Installation of Guardrail	760.	LF	\$ 115.00	\$ 87,400.00	760	LF	\$ 115.00	\$ 87,400.00	
16	5-6	Installation of New Grating	60.	SF	\$ 94.00	\$ 5,640.00	60	SF	\$ 94.00	\$ 5,640.00	
17		Patch Wall at MEP Penetration	1.	LS	\$ 3,000.00	\$ 3,000.00	1	LS	\$ 3,000.00	\$ 3,000.00	
18		Concrete Repairs	180.	SF	\$ 450.00	\$ 81,000.00	180	SF	\$ 450.00	\$ 81,000.00	
19		Crack Sealing	1,000.	LF	\$ 20.00	\$ 20,000.00	1000	LF	\$ 20.00	\$ 20,000.00	
20		Sanitary Facility	2.	EA	\$ 400.00	\$ 800.00	2	EA	\$ 400.00	\$ 800.00	
21		Access	1.	LS	\$ 3,500.00	\$ 3,500.00	1	LS	\$ 3,500.00	\$ 3,500.00	
22		Mobilization	1.	LS	\$ 57,200.00	\$ 57,200.00	1	LS	\$ 57,200.00	\$ 57,200.00	
23		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)	1.	LS	\$ 22,500.00	\$ 22,500.00	1	LS	\$ 22,500.00	\$ 22,500.00	
24	5-2	Installation of Coating System at Primary Clarifier Slabs	20,600.	SF	\$ 18.00	\$ 370,800.00	20600	SF	\$ 18.00	\$ 370,800.00	
25		Primary Clarifier 1 sludge pipe and					1	LS	\$ (6,990.50)	\$ (6,990.50)	\$ (6,990.50)
MCR		Minor Contract Revisions	---	---	\$ 235,000.00	\$ 235,000.00	---	---	\$ 235,000.00	\$ 235,000.00	\$ 0.00
SUBTOTAL:					\$ 2,985,529.00				\$ 2,978,538.50		\$ (6,990.50)

**Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) -- City P.O. No. 2021-00000331
Change Order No. 5**

June 30, 2022

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2, 3, 4]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2, 3, 4]	403	Cal. Days	---	---	403	Cal. Days	---	---	-
DISC		Prompt Payment Discount	0.0%		\$	-			\$	-	\$ 0.00
TOTALS:					\$	2,985,529.00			\$	2,978,538.50	\$ (6,990.50)

[x] - See Change Order No. "x"

CHANGE ORDER

Number 4

Date: June 7, 2022
To: Myers & Sons Construction, LLC
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)**
P.O.: **2021-00000331**

It is agreed to modify the Contract for the Project as follows:

This Change Order adds 7 calendar days to the overall contract time per Work Change Authorization #9. The added time is for time lost due to cleaning the debris from Primary Clarifier 1 launderer.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,985,529.00
Approved Change Orders	0.00
This Change Order	0.00
Revised Contract Amount	<u>\$2,985,529.00</u>


Summary of Contract time adjustments:

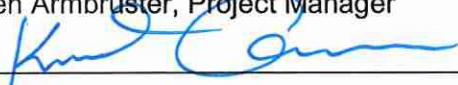
Original Contract Time	357.	Cal. Days
Approved Change Orders	39.	
This Change Order	7.	
Revised Contract Time	<u>403.</u>	Cal. Days

Construction Start Date: July 28, 2021
Contract Completion Date: September 3, 2022


This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:  Date: 8/15/2022
Kirsten Armbruster, Project Manager

Approved by:  Date: 8/15/2022
Kurt Carson, Persigo WWTP Manager

Contractor: **Myers & Sons Construction, LLC**

Signature:  Date: 8/15/2022
Name and Title: Bill Fox - Regional Manager

Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) -- City P.O. No. 2021-00000331
 Change Order No. 4

June 7, 2022

Item No.	CDOT, City Ref.	Description	<u>Current Contract [1, 2, 3]</u>			<u>Revised</u>			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2, 3]	396	Cal. Days	---	---	403	Cal. Days	---	---	7
		SUBTOTAL:				\$ 2,985,529.00				\$ 2,985,529.00	\$ -
DISC		Prompt Payment Discount	0.0%			\$ -				\$ -	\$ 0.00
		TOTALS:				\$ 2,985,529.00				\$ 2,985,529.00	\$ -

[x] - See
 Change
 Order
 No. "x"

CHANGE ORDER
Number 3

Date: April 28, 2022
To: Myers & Sons Construction, LLC
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)**
P.O.: **2021-00000331**

It is agreed to modify the Contract for the Project as follows:

This Change Order adds 5 calendar days to the Overall Contract time per Work Change Authorization #8. This added time is for the additional installation of sealant at the weir plate in each clarifier.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,985,529.00
Approved Change Orders	0.00
This Change Order	0.00
Revised Contract Amount	<u>\$2,985,529.00</u>


Summary of Contract time adjustments:

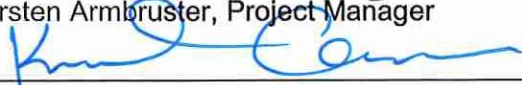
Original Contract Time	357.	Cal. Days
Approved Change Orders	34.	
This Change Order	5.	
Revised Contract Time	<u>396.</u>	Cal. Days

Construction Start Date: July 28, 2021
Contract Completion Date: August 27, 2022


This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:  Date: 8/15/2022
Kirsten Armbruster, Project Manager

Approved by:  Date: 8/15/2022
Kurt Carson, Persigo WWTP Manager

Contractor: **Myers & Sons Construction, LLC**

Signature:  Date: 8/15/2022
Name and Title: Bill Fox - Regional Manager

Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) -- City P.O. No. 2021-00000331
 Change Order No. 3

April 28, 2022

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2]	391	Cal. Days	---	---	396	Cal. Days	---	---	5
		SUBTOTAL:				\$ 2,985,529.00				\$ 2,985,529.00	\$ -
DISC		Prompt Payment Discount	0.0%			\$ -				\$ -	\$ 0.00
		TOTALS:				\$ 2,985,529.00				\$ 2,985,529.00	\$ -

[x] - See
 Change
 Order
 No. "x"

CHANGE ORDER

Number 1

Date: September 20, 2021
To: Myers & Sons Construction, LLC
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)**
P.O.: **2021-00000331**

It is agreed to modify the Contract for the Project as follows:

This Change Order adds 8 calendar days to the FE Basin North Wall time and Overall Contract time, per WCA #1a (which authorizes) Myers & Sons to perform the scope of work outlined in RFA #1 to modify the existing keyway in the existing slab to accommodate the installation of the continuous waterstop along the bottom of the new wall (both north and south) per RFI #6 response.)

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,985,529.00
Approved Change Orders	0.00
This Change Order	0.00
Revised Contract Amount	<u>\$2,985,529.00</u>

Summary of Contract time adjustments:

Original Contract Time	357.	Cal. Days
Approved Change Orders	0.	
This Change Order	8.	
Revised Contract Time	<u>365.</u>	Cal. Days

Construction Start Date: July 28, 2021
Contract Completion Date: July 27, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

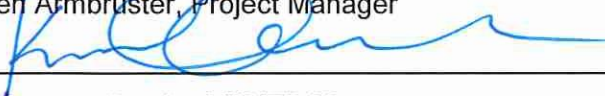
Owner: **City of Grand Junction**

Prepared by:


Kirsten Armbruster, Project Manager

Date: 9/20/2021


Approved by:


Kurt Carson, Persigo WWTP Manager

Date: 9/20/2021

Contractor: **Myers & Sons Construction, LLC**

Signature:


Bill Fox - Regional Manager

Date: 9/20/2021

WORK CHANGE AUTHORIZATION # 1a

This form shall be used to authorize the Contractor to proceed with changes and/or additional work as described in a *Request for Adjustment* submitted by the Contractor.

Project: **Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)**
 To: Myers & Sons Construction, LLC
 From: City of Grand Junction

<u>Reference Documents</u>	<u>Issued by</u>	<u>Dated</u>
<input type="checkbox"/> Field Order	_____	_____
<input type="checkbox"/> Work Change Request	_____	_____
<input checked="" type="checkbox"/> Request for Adjustment No. <u>1</u>	Kirsten Armbruster	8/30/2021

Description of changes and additional work (attach supporting documents if necessary):

This WCA authorizes Myers & Sons to perform the scope of work outlined in RFA #1 to modify the existing keyway in the existing slab to accommodate the installation of the continuous waterstop along the bottom of the new wall (both north and south) per RFI #6 response.

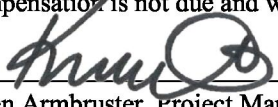
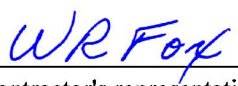
Method of payment (Reference is made to Section VIII of the General Conditions):

- Unit Price(s) in Bid Schedule
- Unit Price(s) as agreed upon and to be set forth in a Change Order
- Unit Price(s) as agreed upon and to be included under the Force Account Item
- Cost plus overhead and profit to be set forth in a Change Order
- Cost plus overhead and profit to be included under the Force Account Item
- Lump Sum as agreed upon and to be set forth in a Change Order
- Lump Sum as agreed upon and to be included under the Force Account Item

Adjustment in Contract Time: 8 calendar days additional (applies to both FE Basin North Wall time and Overall Project time)

The City and the Contractor acknowledge:

- that methods of Contract Price and Contract Time adjustment as set forth above are binding;
- that a formal Change Order will follow if the changes and/or additional work are not to be included under the Force Account Item; and
- that any additional work performed by the Contractor unless directed otherwise shall be at his expense, for which compensation is not due and will not be paid.

	9/20/2021
Kirsten Armbruster, Project Manager	Date
	9/20/21
Contractor's representative	Date
Regional Manager	Title

REQUEST FOR ADJUSTMENT - No. 01

This form shall be used by the Contractor to submit in writing a request for an adjustment of Contract Time or Contract Price. Basis for proposed adjustments may be Extra Work in conjunction with an emergency, changed conditions, Engineer's interpretations, a Work Change Request, or some other condition. Requests for adjustment shall not be valid unless they are submitted to the Engineer:

- 1) within two Working Days of the Emergency or discovery of changed conditions which resulted or may result in Additional Work; or
- 2) within five Working Days after the effective date of a Field Order or Work Change Request, or other events that the Contractor believes merits an adjustment.

Project: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)

To: City of Grand Junction
Kirsten Armbruster, Project Manager

From: Myers & Sons Construction, LLC

Description of Completed Work Directed Work Proposed Work for which a claim is being made
(attach additional documents as required):

Proposed method of payment (Reference is made to Article VIII of the General Contract Conditions regarding changes in work or contract price):

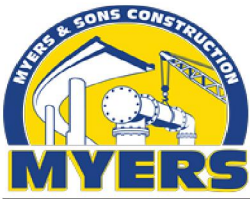
- Unit Price(s) in Bid Schedule Unit Prices to be agreed upon and set forth in a Change Order
 Cost plus overhead and profit Lump Sum to be agreed upon and set forth in a Change Order

Total price of adjustment: \$ \$8,565.00
(Attach additional sheets for price justification based on proposed method of payment.)

Proposed Adjustment in Contract Time: TBD (Estimated between 5-10 Days)

The Contractor acknowledges that the proposed method of Contract Price change and Contract Time adjustment are proposed only and are not binding.

<u>Chris McMillen</u>	<u>Project Manager</u>	<u>8/30/2021</u>
Contractor's representative	Title	Date



Extra Work Breakdown
Request for Adjustment No. 1

8/30/2021
8:53 AM

UNITS: LS		Estimated	Unit	Total
QTY: 1		Quantity	Price	Amount
Submittals				
Labor	Foreman	24 HR	31 \$	744.00
	Carpenter	24 HR	28 \$	672.00
	Carpenter	24 HR	28 \$	672.00
			\$	-
			\$	-
			\$	-
	Labor Burden	57%	1,190	\$ 1,190.16
Labor Markup	Markup on Labor Total	15%	3,278	\$ 491.72
Equipment	1 Pick Up	24 HR	27 \$	655.92
	3 Chipping Hammer 1 week Rental	3 WK	373 \$	1,119.00
			\$	-
			\$	-
	Markup on Equipment	15%	266	\$ 266.24
Materials	Sika Dur 32 Hi Mod (includes tax)	10 Units	132.47 \$	1,324.70
	Freight	1 LS	200 \$	200.00
	Markup on Material	15%	229	\$ 228.71
Misc.	Hotel Rooms (3 Guys for 2 Nights)	6	85 \$	510.00
	Worker Per Diem (3 Guys for 3 Working Days)	9	40 \$	360.00
			\$	-
	Markup on Misc.	15%	131	\$ 130.50
Subcontractors				\$ -
				\$ -
	Markup on Subcontractors	10%	0	\$ -
				\$ 8,564.95
Unit Cost Direct				\$ 6,749.34
Unit Price W/ Markup				\$ 8,564.95

Notes:



NOTICE TO PROCEED

Date: July 19, 2021

Contractor: Myers & Sons Construction, LLC

Project: Persigo Wastewater Treatment Plant – Large Repairs IFB-4910-21-DH

In accordance with the contract dated July 8, 2021 the Contractor is hereby notified to begin work on the Project on or before July 28, 2021.

The date of final completion as determined is 357 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

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Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: 4600 Northgate Blvd. Sacramento, CA 95834

By: *Clinton W. Myers - Vice President, Myers & Sons Construction, LLC*

Print Name: Clinton W. Myers - Vice President, Myers & Sons Construction, LLC

Title: Vice President

Date: 7/22/2021 | 10:54 PDT



NOTICE OF AWARD

Date: July 8, 2021
Company: Myers & Sons Construction, LLC
Project: Persigo Wastewater Treatment Plant – Large Repairs IFB-4910-21-DH

You have been awarded the City of Grand Junction Persigo Wastewater Treatment Plant – Large Repairs IFB-4910-21-DH for a total price of **\$2,985,529.00 (This amount includes the removal of Base Bid line items 20-25, and the addition of Add Alternate 30).**

Please notify Kirsten Armbruster, City of Grand Junction Project Engineer 970-244-1421 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

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

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: 4600 Northgate Blvd. Sacramento, CA 95834
By: *Clinton W. Myers - Vice President, Myers & Sons Construction, LLC*
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Title: Vice President
Date: 7/14/2021 | 11:04 PDT



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 8th day of July, 2021 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 **Myers & Sons Construction, LLC** 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 **Persigo Wastewater Treatment Plant – Large Repairs IFB-4910-21-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. Negotiated Terms and Conditions/Scope of Work etc.;
- c. Solicitation Documents for the Project; **Persigo Wastewater Treatment Plant – Large Repairs;**
- d. Notice of Award;

- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. 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 **Two Million Nine Hundred Eighty Five Thousand Five Hundred Twenty Nine and 00/100 Dollars (\$2,985,529.00)**. **This amount includes the removal of Base Bid line items 20-25, and the addition of Add Alternate 30.** 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 7/15/2021 | 08:40 MDT
9F789E7D50F14BC...
Duane Hoff Jr., Senior Buyer Date

Myers & Sons Construction, LLC

DocuSigned by:
By: Clinton W. Myers - Vice President, Myers & Sons Construction, LLC 7/14/2021 | 11:04 PDT
F43B00B29C62411...
Clinton W. Myers - Vice President, Myers & Sons Construction, LLC Date

Re: Final Negotiation/Clarification/Acceptance for Persigo Wastewater Treatment Plant - Large Repairs

Duane Hoff Jr. <duaneh@gjcity.org>

Fri 6/25/2021 4:06 PM

To: Clinton Myers <cwmyers@myers-sons.com>

Mr. Myers,

Thank you for your response. Once the award is approved by City Council, we will proceed with the contract signing.

Sincerely,

Duane Hoff Jr., CPPB
Senior Buyer
Purchasing Division
City of Grand Junction
250 N. 5th Street
Second Floor, Room # 245
Grand Junction, CO 81501
(970) 244-1545
duaneh@gjcity.org

From: Clinton Myers <cwmyers@myers-sons.com>

Sent: Friday, June 25, 2021 3:03 PM

To: Duane Hoff Jr. <duaneh@gjcity.org>

Cc: Kirsten Armbruster <kirstena@gjcity.org>; Jay Valentine <jayva@gjcity.org>; Randi Kim <randik@gjcity.org>; Kurt Carson <kurtc@gjcity.org>

Subject: Re: Final Negotiation/Clarification/Acceptance for Persigo Wastewater Treatment Plant - Large Repairs

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

We accept thank you

Thank You,

Clinton Myers
Vice President
Myers and Sons Construction
P: (424) 750-3160
P: (916) 283-9950

Sent from my iPhone

On Jun 25, 2021, at 9:08 AM, Duane Hoff Jr. <duaneh@gjcity.org> wrote:

[EXTERNAL]

Hello Mr. Myers,

As per our discussions, the following is to clarify the City's final scope pertaining to the Base Bid, Bid Alternates, and Add Alternates (and your concerns of line-item removals from the Base Bid), and your request for a Sub-Contractor substitution.

Addressing your concerns for removal of line items 20-25 from the Base Bid, and the addition of the Add Alternate 30, per the solicitation documents, Section 2.8 Quantities of Work and Unit Price: "...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*." These 20-25 Base Bid line items shall be removed from the award, and Add Alternate 30 shall be added to the award. With these modifications, the new total award amount/contract price shall be \$2,985,529.00.

Addressing your concerns for the effect of the project time due to the removal of the aforementioned line items. Per the drawings, scope, solicitation documents, each phase/portion of work for the project has been assigned the appropriate amount of calendar days to complete each phase/portion. The removal of the aforementioned line items equates to a reduction in the required project time of 70 calendar days (NOTE: The project time for the Add Alternate 30 line item at 56 calendar days was already included in the overall project time, as per the solicitation documents). This portion of the project does not coincide with other work portions of the project that can be performed simultaneously, and would not have a negative affect on the remaining contract project time. However, the City is willing to reduce the deducted 70 calendar days by half, therefore, the updated final project time for completion shall be 357 calendar days.

Bid Alternates 12a, 30a, 31a, and Add Alternate 31 shall not be added or included with the contract award.

Addressing your request to substitute/replace your submitted Paint/Coatings sub-contractor (Riley Industrial Services) with (Coblaco Services, Inc.) is hereby approved. Pricing for the substitution/replacement of this sub-contractor shall not be altered or changed from your bid submission.

Please respond to this e-mail no later than the end of business today, to verify your acceptance of these terms and conditions, and to confirm your company's ability and commitment to perform this project in its entirety for the above-mentioned total award amount/contract price.

Sincerely,

Duane Hoff Jr., CPPB
Senior Buyer

Purchasing Division
City of Grand Junction
250 N. 5th Street
Second Floor, Room # 245
Grand Junction, CO 81501
(970) 244-1545
duaneh@gjcity.org

[EXTERNAL EMAIL NOTICE]: This message was sent from outside of the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe. Please report all suspicious emails to phish-alert@strlco.com as an attachment. **Original Sender:** duaneh@gjcity.org



Purchasing Division

Invitation for Bid

IFB-4910-21-DH

Persigo Wastewater Treatment Plant – Large Repairs

Responses Due:

June 3, 2021 prior to 3:00pm

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)

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

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

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments

1. Instructions to Bidders

- 1.1. General Contractor/Bidder Pre-Qualification:** Due to the complexity, size, and scope of this project, the City has determined that a pre-qualification process is prudent to ensuring that the awarded bidder is both qualified and capable of successfully performing and completing the project. Therefore, in an effort to be respectful of the time and cost of General Contractors/Bidders putting together a bid packages for which they may not be qualified to perform, we are requiring that all General Contractors/Bidders intending to submit a bid response to this solicitation process, complete and submit the attached Pre-Qualification Application and all required documents to the City's Purchasing Agent (via e-mail duaneh@gjcity.org) no later than May 17, 2021 Each individual General Contractor/Bidder shall be notified of their pre-qualification status **no later than May 25, 2021.**

NOTE: Contractor may submit their pre-qualification application with "reviewed" financial statements for this specific project, in lieu of "audited" financial statements, if accompanied by a letter from surety stating/verifying that they have the bonding capacity to meet their submitted bid amount. CDOT pre-qualification will also be accepted in lieu of "audited" financial statements.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform concrete and steel repairs of the Flow Equalization Basin, Primary Clarifiers, Sludge Processing Building, and Anaerobic Digesters. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Duane Hoff Jr., Senior Buyer
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.

- 1.3. Mandatory Site Visit Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on May 6, 2021 at 8:30am.** Meeting location shall be in the Persigo Wastewater Treatment Plant Conference Room, located at 2145 River Road, Grand Junction, CO.. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.4. 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.

- 1.5. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6. **Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.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**)

Please join Solicitation Opening, IFB-4910-21-DH, Persigo Wastewater Treatment Plant on GoToConnect from your computer using the Chrome browser.

<https://my.jive.com/meet/222002149>

You can also dial in using your phone.

US: (571) 317-3116

Access Code: 222-002-149

- 1.7. **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.
- 1.8. **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.

- 1.9. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. 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/> .
- 1.11. 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. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.12. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. 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.

- 1.14. 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.
- 1.15. 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.
- 1.16. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.17. 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.
- 1.18. 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.

- 1.19. 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.
- 1.20. 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.
- 1.21. 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.
- 1.22. 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 readvertise, 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 completion of the FE Basin North Wall, and 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 **\$1,000.00** for non-achievement completion of the FE Basin North Wall, and **\$1,000.00** for non-achievement of Final Completion 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/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions 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/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions 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 completed. 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 discovery 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.
- 2.34. 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.
- 2.35. 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.
- 2.36. 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.
- 2.37. 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.

- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. 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.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** 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.
- 2.40.2.** 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.
- 2.40.3.** 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.
- 2.41. 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.
- 2.42. 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).
- 2.43. 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.
- 2.44. 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.
- 2.45. 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.

- 2.46. 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.
- 2.47. 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.
- 2.48. 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.

2.49. Evaluation of Bids and Offerors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. 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.

2.50. 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.

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

2.52. 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.

2.53. 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.

2.54. Remedies: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.55. 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.

2.56. Expenses: Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.57. 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.
- 2.58. 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.
- 2.59. 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.
- 2.60. 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).

2.60.1. "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 work request is for repairs and modifications to the existing concrete and steel elements at the Flow Equalization Basin interior walls, Primary Clarifiers, Sludge Processing Building framing, and Anaerobic Digester panels for the Persigo Wastewater Treatment Plant. The repairs will include Removal and Replacement of Deteriorated Concrete Walls, New Concrete Coating and Sealant Joints, Removal and possible Salvage of the existing Dome Roofs, Replacement of Connections, Clean and Coat existing Steel Connections and Repair of Deteriorated Concrete Panel Connections.

3.2. PROJECT DESCRIPTION: Flow Equalization Basin Walls: The repairs at the FE Basin include the removal and replacement of both the existing north interior dividing wall and the collapsed south interior dividing wall. Reconstruction will include removal of the existing concrete walls, while protecting the existing rebar projecting from the floor slab and exterior walls, to prepare the surface to receive a new concrete wall. The new concrete walls will both have a catwalk with railing along their entire length, and new access stairs at the south wall as needed. Wall heights and openings shall match original design drawings (included in Appendix B).

Primary Clarifiers: The repairs at the Primary Clarifiers include removal of existing roof domes (with salvage by contractor) and installation of a concrete coating system on the interior of each clarifier tank, effluent trough, and sludge pits (with add alternative to coat floor slab). Prior to coating, some distressed surface areas will need to be prepared to receive the new coating. A new guardrail will need to be installed around the entire clarifier after the domes are removed.

Sludge Processing Building: The work at the Sludge Processing Unit includes repairs to the blending tank framing located at the northwest corner of the building. Repair work consists of replacement of stainless steel bolted connection hardware with new hot-dipped galvanized connections at the perimeter of the tank (perimeter beams and main beams), removal and inspection of bolted connections not at the perimeter, and cleaning and coating of all existing steel framing and connection hardware.

Anaerobic Digesters: The repairs at the Anaerobic Digesters include, installation of supplemental mechanical anchors at exterior panels to address noted bowing of isolated panels, concrete repairs, including removal of incipiently spalled concrete, as well as sound concrete, and associated surface preparation of the embed steel elements and concrete surfaces to receive the concrete repairs, and removal and replacement of sealant at all vertical panel joints.

All dimensions, scope of work, and schedule should be verified by Contractors prior to submission of bids.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Site Visit Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on May 6, 2021 at 8:30am. Meeting location shall be in the Persigo Wastewater Treatment Plant Conference Room, located at 2145 River Road, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 General Contractor/Bidder Pre-Qualification: Due to the complexity, size, and scope of this project, the City has determined that a pre-qualification process is prudent to ensuring that the awarded bidder is both qualified and capable of successfully performing and completing the project. Therefore, in an effort to be respectful of the time and cost of General Contractors/Bidders putting together a bid packages for which they may not be qualified to perform, we are requiring that all General Contractors/Bidders intending to submit a bid response to this solicitation process, complete and submit the attached Pre-Qualification Application and all required documents to the City's Purchasing Agent (via e-mail duaneh@gjcity.org) no later than May 17, 2021 Each individual General Contractor/Bidder shall be notified of their pre-qualification status **no later than May 25, 2021**.

NOTE: Contractor may submit their pre-qualification application with "reviewed" financial statements for this specific project, in lieu of "audited" financial statements, if accompanied by a letter from surety stating/verifying that they have the bonding capacity to meet their submitted bid amount. CDOT pre-qualification will also be accepted in lieu of "audited" financial statements.

3.3.3 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.3.4 Project Manager: The Project Manager for the Project is Kirsten Armbruster, Project Engineer, who can be reached at (970) 244-1421. 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: Kirsten Armbruster, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

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

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.3.9 Time of Completion: The scheduled time of Completion for the Project is 392 Calendar Days from the starting date specified in the Notice to Proceed.

The Contractor shall also note the following restrictions on sequencing the work:

- The FE Basin North Wall shall be completed first. No other shutdowns may occur while the Flow Equalization Basin is offline. See Section 3.3.9 regarding an Early-completion Incentive Payment.
- Only one Primary Clarifier can be offline at a time.
- See the attached Sequencing Option produced by WJE for Critical Path Items and the Project Sequencing Duration Summary Table for more information.

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.

3.3.10 Early Completion Incentive payment: If the Contractor completes ALL of the Work, achieves Milestones, and Final Completion of the FE Basin North Wall prior to the Contract time allotted for the FE Basin North Wall (as stated in the Notice to Proceed plus any City approved time extensions) in addition to other amounts owing to the contractor, less any offsets, the Owner shall pay the Contractor **\$3,500** for each Calendar Day that Final Completion of the FE Basin North Wall (and the Basin Cell #1 is returned to service) is earlier than specified in the Notice to Proceed. Incentive payments will be paid up to a maximum amount of **\$75,000**.

3.3.11 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.

The Contractor may choose to perform work at night and/or on weekends to speed completion time of certain phases of the project.

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

3.3.13 Permits: The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:
Demolition Permit for the Primary Clarifier Domes

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

3.3.14 City Furnished Materials: The City will furnish the following materials for the Project:
• None

3.3.15 Project Newsletters: A newsletter for the Project will be prepared and distributed by the City. 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.

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

- 3.3.17 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.3.18 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.
- 3.3.19 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.
- 3.3.20 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.
- 3.3.21 Quality Control Testing:** Supplier shall perform Quality Control testing as part of this project. The City will perform all necessary Quality Assurance testing through a third-party tester. The Contractor may need to assist the tester in their efforts to obtain samples.
- 3.3.22 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Project Schedule
- 3.3.23 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.24 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.
- 3.3.25 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.26 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.
- 3.3.27 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.
- 3.3.28 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

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

- None

3.3.30 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.

3.3.31 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.

3.4. SCOPE OF WORK:

The contractor shall follow the Project Specific Specifications provided in Appendix C. These Specifications modify the City of Grand Junction Standard Contract Documents for Capital Improvement Construction.

The Contractor shall also follow the Construction Drawings in Appendix D.

3.5. Attachments: (CLICK LINKS)

- Appendix A: [Project Submittal Forms \(Located in Appendix C\)](#)
- Appendix B: [Existing Persigo WWTP Structure Drawings for Reference](#)
- Appendix C: [Project Specific Specifications](#)
- Appendix D: [Construction Drawings](#)
- Appendix E: [Geotechnical Report](#)
- Appendix F: [WJE Large Item Scheduling and Sequencing](#)
- Appendix G: [Pre-Qualification Application](#)

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**

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	April 23, 2021
Mandatory Site Visit Meeting	May 6, 2021
Pre-Qualification Application Deadline	May 17, 2021
Inquiry deadline, no questions after this date	May 17, 2021
Addendum Posted	May 25, 2021
Submittal deadline for proposals	June 3, 2021
City Council Approval	July 7, 2021
Notice of Award & Contract execution	July 8, 2021

Bonding & Insurance Cert due
Preconstruction meeting
Work begins no later than

Final Completion

July 14, 2021
July 14, 2021
Upon Receipt of Notice to
Proceed
392 Calendar Days from
Notice to Proceed

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4910-21-DH "Persigo Wastewater Treatment Plant – Large Repairs"

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. 98-03544. 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 that are no less than Net 10 days.

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: Persigo WWTP Large Repairs w/ FE Basin Walls

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ _____	\$ _____
2	3-2	Concrete Coping Repair	4.	SF	\$ _____	\$ _____
3	3-3	Installation of New Anchors	39.	EA	\$ _____	\$ _____
4	3-5	Sealant Installation (Add Alternate)	780.	LF	\$ _____	\$ _____
5		North Dividing Wall		Lump Sum	---	\$ _____
6		North Dividing Wall Installation		Lump Sum	---	\$ _____
7		South Dividing Wall		Lump Sum	---	\$ _____
8		South Dividing Wall Installation		Lump Sum	---	\$ _____
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ _____	\$ _____
10		Address Existing Leaking Cracks		Lump Sum	---	\$ _____
11		Install New Catwalk at South Dividing Wall		Lump Sum	---	\$ _____
12	5-1	Installation of Coating System at Walls	15,400.	SF	\$ _____	\$ _____
13		Additional Surface Preparation	7,000.	SF	\$ _____	\$ _____
14	5-3	Removal of Dome and Entrance Extension	2.	EA	\$ _____	\$ _____
15	5-5	Installation of Guardrail	760.	LF	\$ _____	\$ _____
16	5-6	Installation of New Grating	60.	SF	\$ _____	\$ _____
17		Patch Wall at MEP Penetration		Lump Sum	---	\$ _____
18		Concrete Repairs	180.	SF	\$ _____	\$ _____
19		Crack Sealing	1,000.	LF	\$ _____	\$ _____
20	5-2	Installation of Coating System at Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____
21	6-1	Installation of Coating System		Lump sum	---	\$ _____
22	6-2	Replacement of Connections at Perimeter Beams (North & West Elev)		Lump sum	---	\$ _____
23	6-4	Replacement of Connections at Main Beams (North and West Elev)		Lump sum	---	\$ _____
24	6-6	Sealant Installation	160.	LF	\$ _____	\$ _____
25	6-3	Replacement of Connections at Perimeter Beams (East Elevation)		Lump sum	---	\$ _____
26	6-5	Replacement of Connections at Main Beams (South & East Elev)		Lump sum	---	\$ _____

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
27		Sanitary Facility	2.	EA	\$ _____	\$ _____
28		Access		Lump sum	---	\$ _____
29		Mobilization		Lump sum	---	\$ _____
30		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)		Lump sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 235,000.00
Bid Amount:						\$ _____

Bid Amount:

dollars

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

<u>Name & 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.



Purchasing Division

ADDENDUM NO. 1

DATE: April 28, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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. I couldn't make a determination if temporary mobile solids dewatering was required or sludge removal was part of the scope. Could you please respond if these type of services are required for your project?

A. Persigo Wastewater Treatment Plant will clean each structure to the best of its ability after shutdown of the structure and prior to handing it over to the awarded General Contractor. Any additional sludge removal, solids dewatering or disposal services will be the responsibility of the awarded GC.

2. See the updated [Price Bid Schedule](#) (Link). Contactors shall utilize the updated Addendum 1 Price Bid Schedule when submitting their bid responses.

3. Q. Will there be a need for any sludge removal, dewatering, or disposal services?

A. Persigo Wastewater Treatment Plant will clean each structure to the best of its ability after shutdown of the structure and prior to handing it over to the awarded General Contractor. Any additional sludge removal, solids dewatering or disposal services will be the responsibility of the awarded GC.

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



Purchasing Division

ADDENDUM NO. 2

DATE: May 10, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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. As noted during the pre-bid meeting, there are two different concrete coatings specified at the Primary Clarifiers. Description of the Base Bid coating and the Bid Alternate coating can be found in Section 09 97 23 of the Primary Clarifier Specifications (Page 198 of the PDF).

See the attached updated Price Bid Schedule (Base Bid); Bid Alternates Schedule; and Add Alternates Schedule. Contactors shall utilize the updated Addendum 2 Price Bid Schedules when submitting their bid responses.

2. Q. What water tightness specifications will there be?

A. Please reference Appendix D: Construction Drawings, Sheet 4.0 (Page 6 of the PDF). If there are still leaks in the new walls, there is an allowance to address leaks (Part B on Sheet 4.0, Item #10 in the Bid Schedule). Leaks due to faulty work are not covered by this allowance.

3. Q. Is there an access road on the backside of the plant?

A. There is an access road between the primary clarifiers and the FE Basin. There is not an access road on the east side of the FE Basin. The space between the FE Basin and the fence is narrow (about 50 feet). The City will take down the fence if needed to accommodate construction traffic. (The City owns the property behind the fence).

4. Q. Are there any weight restrictions on the roads?

A. The paving next to the flow equalization basin is lighter than a normal road but should support any rubber-tired equipment and vehicles. But would not be expected to support point loading like crane down riggers.

5. Q. Is the contractor responsible for possible damage to the asphalt on the roads?

A. Yes, in accordance with Section 00 01 00 - Part 3.4 for each specification, and General Note G on each cover page.

6. Q. How far across is the basin?

A. Approximately 243 feet from east to west. See Sheet 4.1 of Appendix D for more info.

7. Q. Is the contractor responsible for the demoed concrete?

A. Yes, the contractor shall properly dispose of the demolished concrete off-site.

8. Q. If pumping is needed out of the basin, is there a location Persigo wants us to drain it?

A. The north flow equalization basin has a sump pump that is piped into the plant and if needed will be operated by Persigo staff. The middle basin can be drained back to the plant if needed by Persigo staff and the south basin would need the wall gates opening to drain back to the middle basin or be pumped to the middle drain.

9. Q. Does the City want to salvage the primary clarifier domes?

A. No, the contractor may sell this as scrap metal if they desire. Regardless, the Contractor shall be responsible for disposal of the clarifier domes off-site.

10. Q. Is there coating of the sludge blending tank concrete included in the scope?

A. No, there is no coating of the sludge blending tank concrete, only the steel structure above the tank.

10. Q. Can the contractor drive equipment on the lawn near the outside of the Sludge Blending Tank?

A. Yes, the contractor may drive construction equipment with large, rubber tires (such as a lift) to access the outside of the Blending Tank. Pickup trucks and work trailers shall remain on the asphalt driving surfaces.

11. Q. We understand that we need to submit our qualification on May 17, 2021 for review and will be notified if we are pre-qualified to submit a bid proposal on June 3, 2021. Is it possible to submit our qualifications sooner for a quicker review prior to May 25, 2021?

If not is it possible to have the proposal due date pushed a week from June 3, 2021 to June 10, 2021 allowing additional time to work on the proposal? Reasoning is that if we are approved on May 25, 2021 that will only give us 7 working days to complete our proposal.

A. Contractors may submit their pre-qualification application any time prior to the end of business on May 17, 2021. As the applications are processed, and determinations for qualifications are made, we will notify the contractors. The schedule for the solicitation process and project schedule will remain unchanged, as this project, and others require the current schedule.

12. The existing mixers/aerators at the FE Basin may be removed by the contractor, if the contractor needs to get them out of the way. If the contractor removes one or more of the aerators from the FE Basin, then the contractor shall be responsible for re-installing those aerators into the FE Basin. The aerators weigh 8,000 pounds each.

The existing mixers for the primary clarifiers and sludge blending tank can be moved by Persigo during construction if requested by the contractor.

13. Persigo will consider shut down of the Sludge Blending Tank during the months of November thru March, if the contractor can complete the repair work at the sludge blending tank during the winter months.

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 in a cursive style.

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

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 2)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ _____	\$ _____
2	3-2	Concrete Coping Repair	4.	SF	\$ _____	\$ _____
3	3-3	Installation of New Anchors	39.	EA	\$ _____	\$ _____
4	3-5	Sealant Installation	780.	LF	\$ _____	\$ _____
5		North Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
6		North Dividing Wall Installation		Lump Sum	---	\$ _____
7		South Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
8		South Dividing Wall Installation		Lump Sum	---	\$ _____
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ _____	\$ _____
10		Address Existing Leaking Cracks		Lump Sum	---	\$ _____
11		Install New Catwalk at South Dividing Wall		Lump Sum	---	\$ _____
12	5-1	Installation of Coating System at Walls	15,400.	SF	\$ _____	\$ _____
13		Additional Surface Preparation	7,000.	SF	\$ _____	\$ _____
14	5-3	Removal of Dome and Entrance Extension	2.	EA	\$ _____	\$ _____
15	5-5	Installation of Guardrail	760.	LF	\$ _____	\$ _____
16	5-6	Installation of New Grating	60.	SF	\$ _____	\$ _____
17		Patch Wall at MEP Penetration		Lump Sum	---	\$ _____
18		Concrete Repairs	180.	SF	\$ _____	\$ _____
19		Crack Sealing	1,000.	LF	\$ _____	\$ _____
20	6-1	Installation of Coating System		Lump sum	---	\$ _____
21	6-2	Replacement of Connections at Perimeter Beams (North & West Elev)		Lump sum	---	\$ _____
22	6-4	Replacement of Connections at Main Beams (North and West Elev)		Lump sum	---	\$ _____
23	6-6	Sealant Installation	160.	LF	\$ _____	\$ _____
24	6-3	Replacement of Connections at Perimeter Beams (East Elevation)		Lump sum	---	\$ _____
25	6-5	Replacement of Connections at Main Beams (South & East Elev)		Lump sum	---	\$ _____

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 2)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26		Sanitary Facility	2.	EA	\$ _____	\$ _____
27		Access		Lump sum	---	\$ _____
28		Mobilization		Lump sum	---	\$ _____
29		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)		Lump sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>235,000.00</u>

Bid Amount: \$ _____

Base Bid Amount:

_____ dollars

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 2) (Bid Alternates)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
12a	5-1	Installation of Alternative Coating System at Primary Clarifier Walls	15,400.	SF	\$ _____	\$ _____
30a	5-2	Installation of Alternative Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 2) (Add Alternate)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30	5-2	Installation of Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____

Add Alternate Amount: \$ _____

Add Alternate Amount: _____ **dollars**



Purchasing Division

ADDENDUM NO. 3

DATE: May 14, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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 IFB for the Persigo project it says that it is required for all G.C.'s/Bidders to submit the pre-qualification application by this coming Monday, May 17th. However, on the city "Purchasing Bids" webpage, It says that the pre-qualification application process has been suspended until further notice. Please clarify if this still needs to be submitted by this coming Monday or not.

A. For further clarification, the website statement pertains to the general pre-qualification program the City had in place for some time, but currently does not. For this project, please reference the requirements of the solicitation documents for the pre-qualification requirements, as it pertains to this project.

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



Purchasing Division

ADDENDUM NO. 4

DATE: May 27, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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. The Responses Due Date and Time have been modified/update follows:
Responses Due: June 15, 2021 prior to 3:00pm

2. Section 3.7 IFB Tentative Time Schedule has been modified/updated as follows:

Invitation for Bids available:	April 23, 2021
Mandatory Pre-Bid Meeting:	May 6, 2021
Pre-Qualification Application Deadline	May 17, 2021
Inquiry deadline, no questions after this date:	June 4, 2021
Addendum Posted:	June 8, 2021
Submittal deadline for proposals (Bid Opening):	June 15, 2021
City Council Approval:	July 7, 2021
Notice of Award & Contract Execution:	July 8, 2021
Bonding & Insurance Cert due	July 14, 2021
Preconstruction meeting	July 14, 2021
Work begins no later than	Upon Receipt of Notice to Proceed
Final Completion	392 Calendar Days from Notice to Proceed

3. The following companies have been approved for this project:

Company Name	Location	Name	Phone	E-Mail	Construction - Pre-Qualification Approved/Not
John Rohrer Contracting Company, Inc.	Kansas City, KS	Kirt Courkamp	303-838-4300	kcourkamp@jrcc.build	Approved
Aslan Construction, Inc.	Berthoud, CO	Michael Pelphrey	970-344-1040	mail@aslanconstruction.com	Approved
Velocity Constructors, Inc.	Englewood, CO	Robert Togstad	303-984-7800	rogstadvelocityci.com	Approved
Restruction Corporation	Douglas, CO	Tim Gumina	303-688-8244	tgumina@restruction.com	Approved
Myers & Sons Construction, LLC	Sacramento, CA	Clinton W. Myers	916-283-9950	cwmymers@myers-sons.com	Approved

4. Q. Are there any drawings or old submittals showing the anchor bolt pattern or spacing for the lids/domes that are to be removed? That information is not shown on the existing structure drawings in Appendix B. Any information on this would help us be more competitive on pricing.

A. There are no as-built drawings or shop drawings for the existing aluminum domes on the primary clarifiers. Persigo staff has measured the anchor bolt locations and taken photos (attached below):

The mounting points are on 12-foot centers and we have 30 mounting points to the concrete wall per clarifier.

The framework connecting points are a combination of stainless bolts and rivets of some material other than stainless steel.



Figure 1 - Interior View of Primary Clarifier



Figure 2 - Primary Clarifier Dome Anchors



Figure 3 - Framing Connections

4. Section 3.6 Contractor Bid Documents has been updated as follows:
- **Contractor's Bid Form**
 - **Price Bid Schedule**
 - **Bid Bond**
 - **Sub Contractor's List Form**
 - **ACI Concrete Flatwork Finisher and Technician Certificate (ACICFFT), or other Flatwork Finisher certification approved by City Engineering Manager.**

5. See attached updated Bid Alternates Schedule; and Add Alternates Schedule. Contactors shall utilize these updated Addendum 4 Bid Alternates; and Add Alternates Schedules when submitting their bid responses.

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 in a cursive style.

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

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 4) (Add Alternate)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30	5-2	Installation of Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____
31		Installation of Coating System at Sludge Blending Tank Interior (walls and slab) (Add Alternate)	4,500.	SF	\$ _____	\$ _____
Add Alternate Amount:						\$ _____

Add Alternate Amount:

_____ dollars

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 4) (Bid Alternates)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
12a	5-1	Installation of Alternative Coating System at Primary Clarifier Walls	15,400.	SF	\$ _____	\$ _____
30a	5-2	Installation of Alternative Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____
31a		Installation of Coating System at Sludge Blending Tank Interior (walls and slab) (Add Alternate)	4,500.	SF	\$ _____	\$ _____



Purchasing Division

ADDENDUM NO. 5

DATE: May 27, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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. Contractor Bid Form, Bid Item No. 10 (Address Existing Leaking Cracks): We would request that a unit price per lineal foot be added for this work item since it is not possible to quantify the extent of these repairs prior to the bid.

A. The City has revised the Bid Schedule to update Bid Item 10 (Address Existing Leaking Cracks) to include 100 Linear Feet of Urethane Grout Injection.

2. Q. Contractor Bid Form, Bid Item 5.1 (Coating System at Clarifier Concrete Walls) & Bid Item 5.2 (Coating System at Clarifier Concrete Slab): Please provide specifications for the required concrete coating systems. Addenda No. 2, Item No. 1 indicated that these coatings can be found in Specification Section 09-07-23. Please be advised that Specification Section 09-97-23 has not been included in our PDF copy of the specifications.

A. The contractor is directed to the link on page 26 of the Solicitation for Appendix C (Project Specific Specifications). Clicking this link downloads the entire Specification document. The Section 09 97 23 for Immersion-Grade Concrete Coatings starts on page 198 of the PDF (Page 75 of the Primary Clarifier Repairs Specifications). Subsection 2.2 of this section describes both the base bid and alternate bid coating types.

3. See the attached updated/modified (Base Bid) Price Bid Schedule. Contractor shall utilize this Addendum 5 (Base Bid) Price Bid Schedule when submitting their bid response.

4. See updated/modified [FE Basin Walls Drawings](#) (click link). These drawings show a possible design change that may be required depending upon test results (to be performed by WJE during construction). The change focuses on the new wall base and how it is connected to the existing slab (see sheet 4.6). Contractors should note that an additional construction joint is required, along with waterstop and sealant. The new wall base rebar would not be doweled into the existing slab. This change may be implemented during construction and will be incorporated into the construction scope via a Change Order.

5. See updated/modified specs for the Sludge Blending Tank to include an optional (Add Alternate, as per Addendum 4) concrete coating. These changes were made due to the results of WJE's ASR investigation.

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 in a cursive style.

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

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 5)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ _____	\$ _____
2	3-2	Concrete Coping Repair	4.	SF	\$ _____	\$ _____
3	3-3	Installation of New Anchors	39.	EA	\$ _____	\$ _____
4	3-5	Sealant Installation	780.	LF	\$ _____	\$ _____
5		North Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
6		North Dividing Wall Installation		Lump Sum	---	\$ _____
7		South Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
8		South Dividing Wall Installation		Lump Sum	---	\$ _____
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ _____	\$ _____
10		Address Existing Leaking Cracks (Urethane Grout Injection)	100.	LF	\$ _____	\$ _____
11		Install New Catwalk at South Dividing Wall		Lump Sum	---	\$ _____
12	5-1	Installation of Coating System at Walls	15,400.	SF	\$ _____	\$ _____
13		Additional Surface Preparation	7,000.	SF	\$ _____	\$ _____
14	5-3	Removal of Dome and Entrance Extension	2.	EA	\$ _____	\$ _____
15	5-5	Installation of Guardrail	760.	LF	\$ _____	\$ _____
16	5-6	Installation of New Grating	60.	SF	\$ _____	\$ _____
17		Patch Wall at MEP Penetration		Lump Sum	---	\$ _____
18		Concrete Repairs	180.	SF	\$ _____	\$ _____
19		Crack Sealing	1,000.	LF	\$ _____	\$ _____
20	6-1	Installation of Coating System		Lump sum	---	\$ _____
21	6-2	Replacement of Connections at Perimeter Beams (North & West Elev)		Lump sum	---	\$ _____
22	6-4	Replacement of Connections at Main Beams (North and West Elev)		Lump sum	---	\$ _____
23	6-6	Sealant Installation	160.	LF	\$ _____	\$ _____
24	6-3	Replacement of Connections at Perimeter Beams (East Elevation)		Lump sum	---	\$ _____
25	6-5	Replacement of Connections at Main Beams (South & East Elev)		Lump sum	---	\$ _____

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 5)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26		Sanitary Facility	2.	EA	\$ _____	\$ _____
27		Access		Lump sum	---	\$ _____
28		Mobilization		Lump sum	---	\$ _____
29		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)		Lump sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>235,000.00</u>

Bid Amount: \$ _____

Base Bid Amount:

_____ dollars



Purchasing Division

ADDENDUM NO. 6

DATE: June 8, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Persigo Wastewater Treatment Plant Large Repairs IFB-4910-21-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:

Q1. The drawing of the Primary Clarifiers shows the HVAC to be removed in the Primary Clarifiers. Is the 42" ductwork attached to equipment that will be abandoned? Will there be any capping of any equipment or duct remaining?

A. The Contractor shall only seal the outside of the Primary Clarifier building where the Air Scrubber (not HVAC) duct passes through the block wall. No other capping of equipment inside the Primary Clarifier building is necessary as part of this work.

Q2. Work Item #9, please verify 210 ea. Bar splices are for supplemental bar?

A. That is correct. Bar splices will be as detailed on Sheet 4.5 and used to install supplemental reinforcing bar to match existing (new bar to be included in cost along with splice work).

Q3. Work Item #13, the clarifiers have 7,000 SF of additional surface preparation on the bid form, is this to pay for all resurfacing? Or a specific location, please clarify?

A. As indicated on Detail 1, Sheet 5.5, additional surface preparation (anticipated ¼ inch surface removal) is anticipated in the trough of the clarifiers, as indicated by the heavier dashed line within the trough.

Q4. Will we be required to include tenting as weather protection of the clarifiers in the base bid?

A. Weather protection of the clarifiers will be the Contractor's option. If the coating work is done with the dome in place, there will be no need for weather protection. During the dome removal, the coating will need to be protected. Similarly, if they do not provide protection and they have schedule delays, then the Contractor will be hit with the LD penalty.

Q5. Can the provided Sequencing be altered with the exception of the North wall in the FE Basin?

A. Yes, the provided Sequencing Schedule may be altered. The North wall of the FE Basin shall be completed first.

Q6. Will additional drawings be provided detailing coating on sludge basin? Will resurfacing be required/anticipated and how will it be paid for?

A. Additional drawings and details will be provided for any unique conditions which cannot be installed similar to the Primary Clarifiers. As indicated on Sheet 6.2-REV1, please reference Primary Clarifier Sheet 5.7 for details of how coating is to be terminated and required surface preparation.

Q7. If alternate coating systems are accepted (Items 30,31,12a,30a, & 31a), will there be an increase in calendar days for completion....if so, how many?

A. Item #30 (Add Alternate to install coating at clarifier slabs) and Item #31 (Add Alternate to install coating at Sludge Blending Tank walls and slab) are additional square footages of coating, and we anticipate an increase of calendar days for completion. We estimate an additional 8 weeks for Item #30 (4 weeks at each clarifier, for a total of 8 weeks), and 3 weeks for Item #31. For Item #12a (installation of alternate coating system for Bid Item #12, clarifier walls), Item #30a (installation of alternate coating system for Add Alternate Item #30, clarifier slabs), and Item #31a (installation of alternate coating system for Add Alternate Item #31, sludge blending tank), we do not anticipate an increase in calendar days for completion in addition to the base coating timelines.

Q8. Planning Dept. has stated it will take 10-15 days to complete the review for building permit. Is it possible for the City of Grand Junction start the review early and prior to the project award?

A. The City will start the building permit application for demo of the domes prior to the project award.

Q9. Has the FE basin had an asbestos inspection? The Demo permit requires that one be performed. Who is responsible for this?

A. The FE Basin has not been inspected for asbestos. This structure has no coating, and was constructed in the early 1980's. The City will speak with the Mesa County Building Department to verify if an asbestos inspection and building demo permit is required for demolition of the FE Basin walls.

Q10. Section 09 97 23, Part 2, 2.2 Immersion-Grade Coating, B- Base Bid, #2 Primer – does not comment on moisture mitigating primers, the manufacturers have commented they should be considered? Or are we to rely solely on the manufacturer's discretions?

A. If a moisture mitigating primer is necessary based on the manufacturer's recommendations, one should be included in the bid.

Q11. Section 09 97 23, Part 2, 2.2 Immersion-Grade Coating, Base Bid: #4 Finish Coat – calls for an aliphatic finish coat per manufacturer's recommendations. Raven has recommended not to apply the finish coat due to the limited recoat window of the Raven 506, is this acceptable? If not, please respond with procedure?

A. Correspondence with Raven indicates that the Raven 506 has a very short re-coat window, and additional preparation may be necessary if the subsequent coating is not applied within that window. Aliphatic finish coat shall be installed where specified, any additional work to prepare surfaces prior to application due to re-coat windows in order to maintain robust adhesion are the responsibility of the

contractor. No additional procedure will be provided at this time. Should it become necessary during the project to prepare the Raven 506 prior to installing the aliphatic finish coat, the Engineer will review the procedure presented by the contractor and manufacturer, but no change order will be approved for such work.

Q12. Section 09 97 23, 1.5 WARRANTY, A. 1. b. Warranty Period: 10 years base bid, 5 years alternate. Is the "alternate" the alternate product or alternate warranty?

A. A clarification of the warranty terms has been provided in Specification Section 09 97 23, for both the Primary Clarifiers and the Sludge Processing Blending Tank.

Q13. The installation of the helical anchors calls for a minimum of 2" into existing concrete, if rebar is encountered while drilling the holes for the anchor, what is the recommended procedure?

A. Avoid reinforcing by locating prior to installation. If rebar is encountered, the hole shall be plugged using adhesive (Specification Section 03 21 00) and a new hole drilled a minimum of 1-inch away.

Q14. In 01 00 00 - Part 2 Products - 2.1 General, substitutions can be submitted with bid form. Can we or should we submit substitutions prior to bid date?

A. No. Bids shall be based on specified materials, alternates considered if awarded project. For the Primary Clarifiers (Structure "5") and Sludge Processing Building (Structure "6"), reference Specification Section 01 25 00 for "Substitution Procedures".

Q15. Is there an estimated quantity of existing leaking cracks – work item #10? Scope of work to be included in this work item.

A. Please refer to Addendum No. 5, Question 1.

Q16. Primary Clarifiers and Sludge Processing Building Slab Coating: To warranty the floor the required CSP will need to be a CSP7-8 or include cutting 1/4x1/4 groves at a 45-degree angle, in a grid pattern to promote high adhesion. This would also increase the required minimum mil thickness from 125mils to 150mils minimum to provide adequate coverage. Can we get an updated scope of work and warranty description for any slab coating work?

A. Based on discussions with the product manufacturer for the Base Bid coating, the required CSP at the slab will be increased from the walls, to a CSP 5-7. Note that the drawings and specifications have been modified accordingly. Given a CSP 5-7 for the Base Bid coating, there will be no need for cutting of grooves at a grid pattern at the slabs. Please note that the minimum DFT outlined in the specifications is based on the selected coating manufacturer and is measured at the "peaks" of the concrete surface profile following preparation. Based on discussions with the various product manufacturers, clarifications to the minimum DFT and surface preparation have been provided in Specification Section 09 97 23 for both the Primary Clarifiers and the Sludge Processing Blending Tank.

Q17. Does the WWTP use a specific landscaper to maintain the sprinkler system?

A. Persigo itself maintains the sprinkler system.

Q18. I saw the updated Addendum #5 Schedule of values. Could you please clarify the subtotals in your Addendum #4 Add Alternates and Release a complete final bid schedule?

A. The subtotal for the Add Alternate bid items will be included with the overall base bid subtotal. The City will have the option to include or not include these items in the overall project. The Bid Alternates will be substituted for the base bid/add alternate items to identify the lowest overall cost of the project. The updated Base Bid, Add Alternate and Bid Alternate Schedules are attached to this Addendum.

Q19. You have a total for items 30 and 31. While items 12a, 30a, and 31a do not have a total. Is that the intent that those three stand alone? Also, does the wording need to be changed for either item 31 or 31A, because they both have the same description?

A. See the answer to Q18. The Add Alternates and Bid Alternates have been updated and included in this addendum.

20. Contractor shall utilize the attached updated/modified Addendum 6 Base Bid, Bid Alternate, and Add Alternate Price Bid Schedules when submitting their bid response.

21. Attachments: (Click Links)

- [Sludge – REV1 Drawings](#)
- [Sludge – REV2 Immersion-Grade Concrete Coating Specifications](#)
- [Clarifiers – REV2 Drawings](#)
- [Clarifiers – REV2 Immersion-Grade Concrete Coating Specifications](#)

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

All other conditions of subject remain the same.

Respectfully,



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

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ _____	\$ _____
2	3-2	Concrete Coping Repair	4.	SF	\$ _____	\$ _____
3	3-3	Installation of New Anchors	39.	EA	\$ _____	\$ _____
4	3-5	Sealant Installation	780.	LF	\$ _____	\$ _____
5		North Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
6		North Dividing Wall Installation		Lump Sum	---	\$ _____
7		South Dividing Wall Demolition/Removal		Lump Sum	---	\$ _____
8		South Dividing Wall Installation		Lump Sum	---	\$ _____
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ _____	\$ _____
10		Address Existing Leaking Cracks (Urethane Grout Injection)	100.	LF	\$ _____	\$ _____
11		Install New Catwalk at South Dividing Wall		Lump Sum	---	\$ _____
12	5-1	Installation of Coating System at Primary Clarifier Walls	15,400.	SF	\$ _____	\$ _____
13		Additional Surface Preparation	7,000.	SF	\$ _____	\$ _____
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15	5-5	Installation of Guardrail	760.	LF	\$ _____	\$ _____
16	5-6	Installation of New Grating	60.	SF	\$ _____	\$ _____
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18		Concrete Repairs	180.	SF	\$ _____	\$ _____
19		Crack Sealing	1,000.	LF	\$ _____	\$ _____
20	6-1	Installation of Coating System		Lump sum	---	\$ _____
21	6-2	Replacement of Connections at Perimeter Beams (North & West Elev)		Lump sum	---	\$ _____
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Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26		Sanitary Facility	2.	EA	\$ _____	\$ _____
27		Access		Lump sum	---	\$ _____
28		Mobilization		Lump sum	---	\$ _____
29		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)		Lump sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>235,000.00</u>

Bid Amount: \$ _____

Base Bid Amount:

_____ dollars

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) (Bid Alternates)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
12a	5-1	Installation of Alternative Coating System at Primary Clarifier Walls (Bid Alternate)	15,400.	SF	\$ _____	\$ _____
30a	5-2	Installation of Alternative Coating System at Primary Clarifier Slabs (Bid Alternate)	20,600.	SF	\$ _____	\$ _____
31a		Installation of Alternative Coating System at Sludge Blending Tank Interior (walls and slab) (Bid Alternate)	4,500.	SF	\$ _____	\$ _____

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) (Add Alternate)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30	5-2	Installation of Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ _____	\$ _____
31		Installation of Coating System at Sludge Blending Tank Interior (walls and slab) (Add Alternate)	4,500.	SF	\$ _____	\$ _____
Add Alternate Amount:						\$ _____

Add Alternate Amount:

_____ dollars



Purchasing Division

Invitation for Bid

IFB-4910-21-DH

Persigo Wastewater Treatment Plant – Large Repairs

Responses Due:

June 3, 2021 prior to 3:00pm

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)

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

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

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments

1. Instructions to Bidders

- 1.1. General Contractor/Bidder Pre-Qualification:** Due to the complexity, size, and scope of this project, the City has determined that a pre-qualification process is prudent to ensuring that the awarded bidder is both qualified and capable of successfully performing and completing the project. Therefore, in an effort to be respectful of the time and cost of General Contractors/Bidders putting together a bid packages for which they may not be qualified to perform, we are requiring that all General Contractors/Bidders intending to submit a bid response to this solicitation process, complete and submit the attached Pre-Qualification Application and all required documents to the City's Purchasing Agent (via e-mail duaneh@gjcity.org) no later than May 17, 2021 Each individual General Contractor/Bidder shall be notified of their pre-qualification status **no later than May 25, 2021.**

NOTE: Contractor may submit their pre-qualification application with "reviewed" financial statements for this specific project, in lieu of "audited" financial statements, if accompanied by a letter from surety stating/verifying that they have the bonding capacity to meet their submitted bid amount. CDOT pre-qualification will also be accepted in lieu of "audited" financial statements.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform concrete and steel repairs of the Flow Equalization Basin, Primary Clarifiers, Sludge Processing Building, and Anaerobic Digesters. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Duane Hoff Jr., Senior Buyer
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.

- 1.3. Mandatory Site Visit Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on May 6, 2021 at 8:30am.** Meeting location shall be in the Persigo Wastewater Treatment Plant Conference Room, located at 2145 River Road, Grand Junction, CO.. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.4. 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.

- 1.5. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6. **Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.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**)

Please join Solicitation Opening, IFB-4910-21-DH, Persigo Wastewater Treatment Plant on GoToConnect from your computer using the Chrome browser.

<https://my.jive.com/meet/222002149>

You can also dial in using your phone.

US: (571) 317-3116

Access Code: 222-002-149

- 1.7. **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.
- 1.8. **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.

- 1.9. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. **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/>.
- 1.11. **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. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.12. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. **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.

- 1.14. **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.
- 1.15. **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.
- 1.16. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.17. **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.
- 1.18. **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.

- 1.19. 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.
- 1.20. 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.
- 1.21. 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.
- 1.22. 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 contract 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 readvertise, 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 completion of the FE Basin North Wall, and 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 **\$1,000.00** for non-achievement completion of the FE Basin North Wall, and **\$1,000.00** for non-achievement of Final Completion 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 is 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/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions 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/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions 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 discovery 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.
- 2.34. **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.
- 2.35. **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.
- 2.36. **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.
- 2.37. **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.

- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. 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.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** 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.
- 2.40.2.** 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.
- 2.40.3.** 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.
- 2.41. 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.
- 2.42. 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).
- 2.43. 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.
- 2.44. 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.
- 2.45. 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.

- 2.46. 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.
- 2.47. 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.
- 2.48. 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.

2.49. Evaluation of Bids and Offerors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. 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.

- 2.50. 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.

- 2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.52. 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.
- 2.53. 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.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. 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.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.57. 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.
- 2.58. 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.
- 2.59. 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.
- 2.60. 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).

2.60.1. "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 work request is for repairs and modifications to the existing concrete and steel elements at the Flow Equalization Basin interior walls, Primary Clarifiers, Sludge Processing Building framing, and Anaerobic Digester panels for the Persigo Wastewater Treatment Plant. The repairs will include Removal and Replacement of Deteriorated Concrete Walls, New Concrete Coating and Sealant Joints, Removal and possible Salvage of the existing Dome Roofs, Replacement of Connections, Clean and Coat existing Steel Connections and Repair of Deteriorated Concrete Panel Connections.

3.2. PROJECT DESCRIPTION: Flow Equalization Basin Walls: The repairs at the FE Basin include the removal and replacement of both the existing north interior dividing wall and the collapsed south interior dividing wall. Reconstruction will include removal of the existing concrete walls, while protecting the existing rebar projecting from the floor slab and exterior walls, to prepare the surface to receive a new concrete wall. The new concrete walls will both have a catwalk with railing along their entire length, and new access stairs at the south wall as needed. Wall heights and openings shall match original design drawings (included in Appendix B).

Primary Clarifiers: The repairs at the Primary Clarifiers include removal of existing roof domes (with salvage by contractor) and installation of a concrete coating system on the interior of each clarifier tank, effluent trough, and sludge pits (with add alternative to coat floor slab). Prior to coating, some distressed surface areas will need to be prepared to receive the new coating. A new guardrail will need to be installed around the entire clarifier after the domes are removed.

Sludge Processing Building: The work at the Sludge Processing Unit includes repairs to the blending tank framing located at the northwest corner of the building. Repair work consists of replacement of stainless steel bolted connection hardware with new hot-dipped galvanized connections at the perimeter of the tank (perimeter beams and main beams), removal and inspection of bolted connections not at the perimeter, and cleaning and coating of all existing steel framing and connection hardware.

Anaerobic Digesters: The repairs at the Anaerobic Digesters include, installation of supplemental mechanical anchors at exterior panels to address noted bowing of isolated panels, concrete repairs, including removal of incipiently spalled concrete, as well as sound concrete, and associated surface preparation of the embed steel elements and concrete surfaces to receive the concrete repairs, and removal and replacement of sealant at all vertical panel joints.

All dimensions, scope of work, and schedule should be verified by Contractors prior to submission of bids.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Site Visit Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on May 6, 2021 at 8:30am. Meeting location shall be in the Persigo Wastewater Treatment Plant Conference Room, located at 2145 River Road, Grand Junction, CO.. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 General Contractor/Bidder Pre-Qualification: Due to the complexity, size, and scope of this project, the City has determined that a pre-qualification process is prudent to ensuring that the awarded bidder is both qualified and capable of successfully performing and completing the project. Therefore, in an effort to be respectful of the time and cost of General Contractors/Bidders putting together a bid packages for which they may not be qualified to perform, we are requiring that all General Contractors/Bidders intending to submit a bid response to this solicitation process, complete and submit the attached Pre-Qualification Application and all required documents to the City's Purchasing Agent (via e-mail duaneh@gjcity.org) no later than May 17, 2021 Each individual General Contractor/Bidder shall be notified of their pre-qualification status **no later than May 25, 2021.**

NOTE: Contractor may submit their pre-qualification application with "reviewed" financial statements for this specific project, in lieu of "audited" financial statements, if accompanied by a letter from surety stating/verifying that they have the bonding capacity to meet their submitted bid amount. CDOT pre-qualification will also be accepted in lieu of "audited" financial statements.

3.3.3 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.3.4 Project Manager: The Project Manager for the Project is Kirsten Armbruster, Project Engineer, who can be reached at (970) 244-1421. 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: Kirsten Armbruster, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

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

3.3.6 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.

3.3.7 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.

3.3.8 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.

3.3.9 Time of Completion: The scheduled time of Completion for the Project is 392 Calendar Days from the starting date specified in the Notice to Proceed.

The Contractor shall also note the following restrictions on sequencing the work:

- The FE Basin North Wall shall be completed first. No other shutdowns may occur while the Flow Equalization Basin is offline. See Section 3.3.9 regarding an Early-completion Incentive Payment.
- Only one Primary Clarifier can be offline at a time.
- See the attached Sequencing Option produced by WJE for Critical Path Items and the Project Sequencing Duration Summary Table for more information.

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.

3.3.10 Early Completion Incentive payment: If the Contractor completes ALL of the Work, achieves Milestones, and Final Completion of the FE Basin North Wall prior to the Contract time allotted for the FE Basin North Wall (as stated in the Notice to Proceed plus any City approved time extensions) in addition to other amounts owing to the contractor, less any offsets, the Owner shall pay the Contractor **\$3,500** for each Calendar Day that Final Completion of the FE Basin North Wall (and the Basin Cell #1 is returned to service) is earlier than specified in the Notice to Proceed. Incentive payments will be paid up to a maximum amount of **\$75,000**.

3.3.11 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.

The Contractor may choose to perform work at night and/or on weekends to speed completion time of certain phases of the project.

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

3.3.13 Permits: The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:
Demolition Permit for the Primary Clarifier Domes

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

3.3.14 City Furnished Materials: The City will furnish the following materials for the Project:
• None

3.3.15 Project Newsletters: A newsletter for the Project will be prepared and distributed by the City. 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.

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

- 3.3.17 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.3.18 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.
- 3.3.19 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.
- 3.3.20 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.
- 3.3.21 Quality Control Testing:** Supplier shall perform Quality Control testing as part of this project. The City will perform all necessary Quality Assurance testing through a third-party tester. The Contractor may need to assist the tester in their efforts to obtain samples.
- 3.3.22 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Project Schedule
- 3.3.23 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.24 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.
- 3.3.25 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.26 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.
- 3.3.27 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.
- 3.3.28 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

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

- None

3.3.30 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.

3.3.31 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.

3.4. SCOPE OF WORK:

The contractor shall follow the Project Specific Specifications provided in Appendix C. These Specifications modify the City of Grand Junction Standard Contract Documents for Capital Improvement Construction.

The Contractor shall also follow the Construction Drawings in Appendix D.

3.5. Attachments: (CLICK LINKS)

- Appendix A: [Project Submittal Forms \(Located in Appendix C\)](#)
- Appendix B: [Existing Persigo WWTP Structure Drawings for Reference](#)
- Appendix C: [Project Specific Specifications](#)
- Appendix D: [Construction Drawings](#)
- Appendix E: [Geotechnical Report](#)
- Appendix F: [WJE Large Item Scheduling and Sequencing](#)
- Appendix G: [Pre-Qualification Application](#)

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**

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	April 23, 2021
Mandatory Site Visit Meeting	May 6, 2021
Pre-Qualification Application Deadline	May 17, 2021
Inquiry deadline, no questions after this date	May 17, 2021
Addendum Posted	May 25, 2021
Submittal deadline for proposals	June 3, 2021
City Council Approval	July 7, 2021
Notice of Award & Contract execution	July 8, 2021

Bonding & Insurance Cert due
Preconstruction meeting
Work begins no later than

Final Completion

July 14, 2021
July 14, 2021
Upon Receipt of Notice to
Proceed
392 Calendar Days from
Notice to Proceed

4. Contractor's Bid Form

Bid Date: June 15th, 2021

Project: IFB-4910-21-DH "Persigo Wastewater Treatment Plant – Large Repairs"

Bidding Company: Myers & Sons Construction, LLC

Name of Authorized Agent: Clinton W. Myers

Email cwmyers@myers-sons.com

Telephone (916) 283-9950 Address 4600 Northgate Blvd, Suite 100

City Sacramento State CA Zip 95834

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. 98-03544. 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 10 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 6

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: Myers & Sons Construction, LLC

Authorized Signature: 

Title: Vice President

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	3-1	Concrete Corner Spall Repair	46.	SF	\$ <u>450⁰⁰</u>	\$ <u>20,700⁰⁰</u>
2	3-2	Concrete Coping Repair	4.	SF	\$ <u>1277⁰⁰</u>	\$ <u>5,108⁰⁰</u>
3	3-3	Installation of New Anchors	39.	EA	\$ <u>479⁰⁰</u>	\$ <u>18,681⁰⁰</u>
4	3-5	Sealant Installation	780.	LF	\$ <u>15⁰⁰</u>	\$ <u>11,700⁰⁰</u>
5		North Dividing Wall Demolition/Removal		Lump Sum	---	\$ <u>44,000⁰⁰</u>
6		North Dividing Wall Installation		Lump Sum	---	\$ <u>485,000⁰⁰</u>
7		South Dividing Wall Demolition/Removal		Lump Sum	---	\$ <u>45,000⁰⁰</u>
8		South Dividing Wall Installation		Lump Sum	---	\$ <u>542,000⁰⁰</u>
9		Splice of Slab L-Bars at North & South Wall	210.	EA	\$ <u>20⁰⁰</u>	\$ <u>4200⁰⁰</u>
10		Address Existing Leaking Cracks (Urethane Grout Injection)	100.	LF	\$ <u>20⁰⁰</u>	\$ <u>2,000⁰⁰</u> ^{MSH}
11		Install New Catwalk at South Dividing Wall		Lump Sum	---	\$ <u>108,000⁰⁰</u>
12	5-1	Installation of Coating System at Primary Clarifier Walls	15,400.	SF	\$ <u>44.50</u> ^{MSH 9.00}	\$ <u>685,300⁰⁰</u> <u>63,000⁰⁰</u>
13		Additional Surface Preparation	7,000.	SF	\$ <u>32,000⁰⁰</u>	\$ <u>64,000⁰⁰</u> ^{MSH}
14	5-3	Removal of Dome and Entrance Extension	2.	EA	\$ <u>32,000⁰⁰</u>	\$ <u>64,000⁰⁰</u>
15	5-5	Installation of Guardrail	760.	LF	\$ <u>115⁰⁰</u>	\$ <u>87,400⁰⁰</u>
16	5-6	Installation of New Grating	60.	SF	\$ <u>94⁰⁰</u>	\$ <u>5,640⁰⁰</u>
17		Patch Wall at MEP Penetration		Lump Sum	---	\$ <u>3,000⁰⁰</u>
18		Concrete Repairs	180.	SF	\$ <u>450⁰⁰</u>	\$ <u>81,000⁰⁰</u>
19		Crack Sealing	1,000.	LF	\$ <u>20⁰⁰</u>	\$ <u>20,000⁰⁰</u>
20	6-1	Installation of Coating System		Lump sum	---	\$ <u>71,337⁰⁰</u>
21	6-2	Replacement of Connections at Perimeter Beams (North & West Elev)		Lump sum	---	\$ <u>20,000⁰⁰</u>
22	6-4	Replacement of Connections at Main Beams (North and West Elev)		Lump sum	---	\$ <u>7,000⁰⁰</u>
23	6-6	Sealant Installation	160.	LF	\$ <u>36⁰⁰</u>	\$ <u>5,760⁰⁰</u>
24	6-3	Replacement of Connections at Perimeter Beams (East Elevation)		Lump sum	---	\$ <u>10,500⁰⁰</u>
25	6-5	Replacement of Connections at Main Beams (South & East Elev)		Lump sum	---	\$ <u>27,000⁰⁰</u>

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26		Sanitary Facility	2	EA	\$ <u>400⁰⁰</u>	\$ <u>800⁰⁰</u>
27		Access		Lump sum	---	\$ <u>3,500⁰⁰</u>
28		Mobilization		Lump sum	---	\$ <u>57,200⁰⁰</u>
29		General Conditions (Protection, Access, Temporary Removal and Reset of Utilities)		Lump sum	---	\$ <u>22,500⁰⁰</u>
MCR		Minor Contract Revisions		---	---	\$ <u>235,000.00</u>

Bid Amount: \$ 2,756,326⁰⁰

Base Bid Amount:
Two Million Seven Hundred Fifty Six thousand three hundred Twenty Six dollars

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) (Bid Alternates)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
12a	5-1	Installation of Alternative Coating System at Primary Clarifier Walls (Bid Alternate)	15,400.	SF	\$ <u>50⁰⁰</u>	\$ <u>770,000⁰⁰</u>
30a	5-2	Installation of Alternative Coating System at Primary Clarifier Slabs (Bid Alternate)	20,600.	SF	\$ <u>19.50</u>	\$ <u>401,700⁰⁰</u>
31a		Installation of Alternative Coating System at Sludge Blending Tank Interior (walls and slab) (Bid Alternate)	4,500.	SF	\$ <u>44⁰⁰</u>	\$ <u>198,000⁰⁰</u>

Bid Schedule: Persigo WWTP Large Repairs w/ FE Basin Walls (Addendum 6) (Add Alternate)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30	5-2	Installation of Coating System at Primary Clarifier Slabs (Add Alternate)	20,600.	SF	\$ <u>18⁰⁰</u>	\$ <u>370,800⁰⁰</u>
31		Installation of Coating System at Sludge Blending Tank Interior (walls and slab) (Add Alternate)	4,500.	SF	\$ <u>43.50</u>	\$ <u>195,750⁰⁰</u>
Add Alternate Amount:						\$ <u>1,936,250⁰⁰</u>

Add Alternate Amount:

One million Nine Hundred thirty six thousand Two Hundred Fifty dollars

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

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>Restruction Corporation - 3870 Platte Ave. Sedalia, CO 80135</u>	<u>Concrete Repair, Joint Seal</u>	<u>5%</u>
<u>Riley Industrial Services - 2615 San Juan Blvd Farmington, NM 87401</u>	<u>Paint/Coatings</u>	<u>31%</u>
<u> </u>	<u> </u>	<u> </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.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Myers & Sons Construction, LLC
4600 Northgate Blvd., Suite 100
Sacramento, CA 95834

SURETY:

(Name, legal status and principal place of business)

Nationwide Mutual Insurance Company
One West Nationwide Blvd., FSSC-RR
Columbus, OH 43215-2220

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Persigo Wastewater Treatment Plant- Larde Repairs

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 21st day of May, 2021.



(Witness)

Myers & Sons Construction, LLC


(Principal) *(Seal)*

By: 

(Title) Vice President

Nationwide Mutual Insurance Company

(Surety) *(Seal)*



(Witness) Stephanie Gunderson

By: 

(Title) Carlos Albelo, Attorney-in-Fact



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

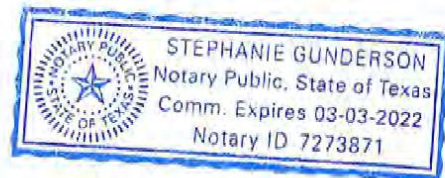
State of TEXAS
County of HARRIS)

On 05-21-2021 before me, Stephanie Gunderson
(insert name and title of the officer)

personally appeared CARLOS A. ALBELO
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Carlos Albelo

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number Bid Bond
Principal Myers & Sons Construction, LLC
Obligee City of Grand Junction

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Dello
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Dello
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 21st day of May, 2021.

Laura B. Guy
Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 7901057436

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Myers & Sons Construction, LLC
4600 Northgate Blvd., Suite 100
Sacramento, CA 95834

OWNER (Name and Address):

City of Grand Junction
250 N. 5th Street, Second Floor, Room #245
Grand Junction, CO 81501

SURETY (Name and Principal Place of Business):

Nationwide Mutual Insurance Company
One West Nationwide Blvd., FSSC-RR
Columbus, OH 43215-2220

CONSTRUCTION CONTRACT

Date:

Amount: \$2,985,529.00 Two Million Nine Hundred Eighty Five Thousand Five Hundred Twenty Nine Dollars and 00/100

Description (Name and Location): PERSIGO WASTEWATE TREATMENT PLANT - LARGE REPAIRS
IFB-4910-21DH

BOND

Date (Not earlier than Construction Contract Date): July 15, 2021

Amount: \$2,985,529.00 Two Million Nine Hundred Eighty Five Thousand Five Hundred Twenty Nine Dollars and 00/100

Modifications to this Bond: [X] None [] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Myers & Sons Construction, LLC

Signature: [Handwritten Signature]

Name and Title: Clinton W. Myers
Vice President

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Nationwide Mutual Insurance Company

Signature: [Handwritten Signature]

Name and Title: Carlos A. Albelo
Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Willis Towers Watson Insurance Services West, Inc.
920 Memorial City Way, Suite 500
Houston, TX 77024
713-961-3800

OWNER'S REPRESENTATIVE (Architect, Engineer or other party) :

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

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

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

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

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

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

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

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

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

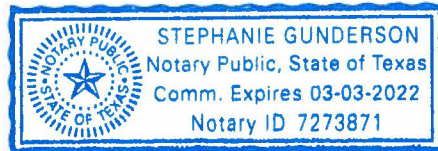
State of TEXAS
County of HARRIS)

On 07-15-2021 before me, Stephanie Gunderson
(insert name and title of the officer)

personally appeared CARLOS A. ALBELO,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)
Stephanie Gunderson
My Commission Expires 03/03/2022

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID STEPHEN WIGHTMAN, STEPHANIE GUNDERSON, CARLOS A ALBELO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT



STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 0206126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this, 15th day of

July 2021

Laura B. Guy

Assistant Secretary

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 7901057436

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Myers & Sons Construction, LLC
(Here insert full name and address or legal title of Contractor)
4600 Northgate Blvd., Suite 100 Sacramento, CA 95834
as Principal, hereinafter called Principal, and, Nationwide Mutual Insurance Company
(Here insert full name and address or legal title of Surety)
One West Nationwide Blvd., FSSC-RR, Columbus, OH 43215-2220
as Surety, hereinafter called Surety, are held and firmly bound unto City of Grand Junction
(Here insert full name and address or legal title of Owner)
250 N. 5th Street, Second Floor, Room #245 Grand Junction, CO 81501
as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the
amount of Two Million Nine Hundred Eighty Five Thousand Five Hundred Twenty Nine Dollars and 00/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 2,985,529.00),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Owner
for
(Here insert full name, address and description of project)
PERSIGO WASTEWATE TREATMENT PLANT - LARGE REPAIRS IFB-4910-21DH

in accordance with Drawings and Specifications prepared by _____
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 15th day of July, 2021.

ATTEST:

By: Carri Franklin
(Witness)

Myers & Sons Construction, LLC
(Principal) (Seal)

By: Clinton W. Myers
(Title) Vice President

WITNESS:

By: Stephanie Gunderson
Stephanie Gunderson (Witness)



Nationwide Mutual Insurance Company
(Surety) (Seal)

By: Carlos A. Albelo
(Title) Attorney-in-Fact

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

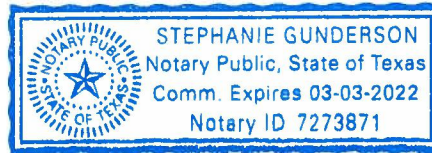
State of TEXAS
County of HARRIS)

On 07-15-2021 before me, Stephanie Gunderson
(insert name and title of the officer)

personally appeared CARLOS A. ALBELO,
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature  (Seal)
Stephanie Gunderson
My Commission Expires 03/03/2022

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

DAVID STEPHEN WIGHTMAN, STEPHANIE GUNDERSON, CARLOS A ALBELO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of

July 2021.

Laura B. Guy

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/14/2021

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).

PRODUCER Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com		FAX (A/C No): 1-888-467-2378
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Myers & Sons Construction, LLC 4600 Northgate Blvd. Suite 100 Sacramento, CA 95834	INSURER A: Safety National Casualty Corporation		15105
	INSURER B: Allied World Insurance Company		22730
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: W21629627

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.

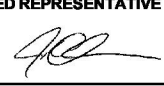
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLA4064685	04/26/2021	04/26/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <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	Y	Y	CA 6675911	04/26/2021	04/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0312-8459	04/26/2021	04/26/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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	N/A	LDC4064684	04/26/2021	04/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: All Operations of the Named Insured

The City of Grand Junction, its officials, employees, agents and contractors are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction 250 N. 5th Street Second Floor, Room # 245 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 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Insurance Services West, Inc.		NAMED INSURED Myers & Sons Construction, LLC 4600 Northgate Blvd. Suite 100 Sacramento, CA 95834	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

The General Liability and Auto Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by the Additional Insureds.

Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability, Auto Liability, and Workers Compensation, as permitted by law.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Person or Organization as required by written contract or agreement that is executed prior to the loss	All of your projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or Organization as required by written contract or agreement prior to the loss	All of your projects
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: Myers & Sons Construction, LP</p> <p>Endorsement Effective Date: April 26, 2021</p>

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any Person or Organization as required by written contract or agreement that is executed prior to loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<p>Name Of Person(s) Or Organization(s): Any Person or Organization as required by written contract or agreement that is executed prior to the loss</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any Person or Organization as required by written contract or agreement that is executed prior to the loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

CHANGE

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 26, 2021 Policy No. CA6675911 Endorsement No.
Named Insured Myers & Sons Construction, LP Premium \$
Insurance Company Safety National Casualty Corporation

Countersigned By _____

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT—CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any Person or Organization as required by written contract or agreement that is executed prior to the loss

All of your projects

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective April 26, 2021

Policy No. LDC4064684

Endorsement No.

Insured Myers & Sons Construction, LP

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____