



NOTICE TO PROCEED

Date: November 8, 2021
Contractor: Oldcastle SW Group, Inc. dba United Companies
Project: 2021 North Avenue Sewer Improvements Project IFB-4929-21-DH

In accordance with the contract dated September 24, 2021 the Contractor is hereby notified to begin work on the Project on or before November 29, 2021.

The date of final completion as determined is 72 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
0E780E7D50E44BC...
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Oldcastle SW Group, Inc. dba United Companies

By: Kyle Alpha - General Manager, Oldcastle SW Group, Inc., dba United Companies
47D33294AE0F4D0...

Print Name: Kyle Alpha - General Manager, Oldcastle SW Group, Inc., dba United Companies

Title: V.P./General Manager

Date: 11/8/2021



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 24th day of September, 2021 by and between the **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 **Oldcastle SW Group, Inc., dba United Companies** 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 **2021 North Avenue Sewer Improvements Project IFB-4929-21-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. Solicitation Documents for the Project; **2021 North Avenue Sewer Improvements Project;**
- c. Notice of Award
- d. Contractors Response to the Solicitation

- e. Work Change Requests (directing that changed work be performed);
- f. Field Orders
- g. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Four Hundred Fifty-Eight Thousand Nine Hundred Sixty-Seven and 50/100 Dollars (\$458,967.50)**. 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 10/17/2021
Duane Hoff Jr., Senior Buyer Date

Oldcastle SW Group, Inc. dba United Companies

DocuSigned by:
By: Kyle Alpha - General Manager, Oldcastle SW Group, Inc. dba United Companies 10/17/2021
Kyle Alpha - General Manager, Oldcastle SW Group, Inc. dba United Companies Date



Purchasing Division

Invitation for Bid

IFB-4929-21-DH
2021 North Avenue Sewer Improvements Project

Responses Due:

September 20, 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 required to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

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1. Instructions to Bidders

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to replace (3) aging sanitary sewer manholes, replace brick risers with new manhole riser rings for (58) manholes, re-construct inverts in (2) manholes and perform pipeline repairs on sections of the sanitary sewer along North Avenue. 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.

- 1.2. Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on September 2, 2021 at 10:00am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE:** Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. Submission:** Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration

Guide” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Please join Solicitation Opening, IFB-4929-21-DH, 2021 North Avenue Sewer Improvements Project on GoToConnect from your computer using the Chrome browser. <https://app.goto.com/meet/501279589>

You can also dial in using your phone.

Dial-In

(646) 749-3335

Access Code

501-279-589

Audio PIN

1

- 1.6. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.7. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/business-and-economic-development/bids/> .
- 1.10. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at www.gjcity.org. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.11. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
 - a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
 - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any

excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

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

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

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.17. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or

alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.

- 1.19. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.21. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2. General Contract Conditions for Construction Projects

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

- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is

referred to throughout the contract documents and means a sub-contractor or his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work

acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a 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 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** 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 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 discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. 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 law 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 City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the 2021 North Avenue Sewer Improvements. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

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

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

3.2. PROJECT DESCRIPTION: The project generally consists of: removal of brick risers (approximate depth 0.5-2') and replacement with new manhole riser rings in (58) manholes, removal and replacement of (1) 48" Manholes and (2) 60" Manholes, reconstructing inverts in (2) manholes, (7) pipeline repairs to 6' sections of 8" VCP, and (1) pipeline repair to a 10' section of 10" VCP.

The (2) manholes that require re-constructed inverts are located in an especially low-velocity section of the sanitary sewer system which likely contains significant levels of H₂S. The inverts shall be re-constructed using a corrosion-resistant mortar such as Megamix II with Bio-San, or engineer approved equal.

Data collected near the project area in 2020 as a part of the City's Masterplan Wastewater study has been provided in Appendix C: 2020 Flow Data for GJ10 (MH D3-252-054) to help the Contractor with bypass pumping cost estimations. Because portions of the collection system in the project area are combined storm / sanitary sewer, Wet Weather peak flows can be as high as 200% of Dry Weather peak flows during a large rain event. Any bypass pumping plans will need to be reviewed by the Project Engineer prior to bypass pumping.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on September 2, 2021 at 10:00am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE:** Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

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

3.3.3 Project Manager: The Project Manager for the Project is Anna Purtscher, Engineering Specialist, who can be reached at (970) 244-1559. 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 Utilities
Attn: Anna Purtscher, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

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

3.3.5 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.

3.3.6 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.

3.3.7 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.

3.3.8 Time of Completion: The scheduled time of Completion for the Project is 72 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

3.3.10 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.

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

- CDOT Special Use/Utility Permit: Permit needed for construction within North Avenue (US Highway owned by CDOT)

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:

- Colorado Department of Public Health and Environment Dewatering Permit: (If necessary due to the presence of groundwater) For more information, contact the Colorado Dept. of Public Health and Environment: www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html Approximately 7 –10 days is required for processing of the permit application. The Contractor should begin preparing the permit application immediately upon notice of award.

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

- Door-hangers
- Variable message boards for upcoming construction locations

3.3.13 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.

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

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

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

3.3.17 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 (MUTCD)*. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting for review and approval. The following requirements and limitations shall apply to the traffic control:

No personal driveway and/or access point to a property or business shall be left inaccessible at the end of each work day or over a weekend; and no construction equipment shall be parked in front of a driveway and/or access point during Contractor's non-working hours. When a driveway and/or access point has to be closed off due to construction activity, the Contractor shall provide advanced notification to the affected resident(s) at least two-days prior to closure and arrange an alternative access point to the property. Refer to General Contract Condition 26 – Maintenance of Access and Services.

Special conditions for traffic control:

1. All trenches shall be backfilled or protected at the end of each working day and access restored to all driveways. If trenches are left open at night, the trenches will be limited to 30 feet in length. The entire perimeter of the excavation shall be barricaded with construction equipment and/or temporary construction fence.
2. At all times during the project, the contractor must ensure access is available for the businesses and their customers, U.S. Postal Service, trash collection trucks, school buses, emergency vehicles, etc., per the General Contract Conditions.
3. The Contractor shall adhere to all traffic control requirements when working within City and CDOT right-of-way.
4. Detours shall be provided when a section of road is closed to through traffic for sewer construction. Residents, employees, property owners shall have access to their respected properties during construction.

Access to residents and/or businesses shall always be provided at all times during construction.

3.3.18 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.

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

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

The Contractor, at their own discretion, may elect to forgo the soils QC field testing (in-place soils density). QA testing for these items will be performed by the City, and laboratory results for submittal purposes shall be provided by the contractor. However, if a sufficient number of failed test results are observed by the City and/or its QA testing representatives, written notification will be provided to the contractor, and back payment to the City for failed location re-tests will be required.

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

- Traffic Control Plans
- Construction Schedule **submitted by October 5th**, 2 Weeks after Bid Opening (to add to the public Newsletter and for City Council)
- Hourly rate table for labor and equipment to be used on this project
- Sewer Pipe – SDR-35 PVC
- MaxAdapter coupling, MAX 8 & MAX 10
- Sewer Fittings (wyes, elbows, caps, etc.)
- Manholes
- Drop Manholes
- Manhole Corrosion Protection
- Manhole Ring & Covers
- Manhole Grade Rings
- Bedding Gradation, Type A
- Imported Trench Backfill gradation (Class 3)
- Granular Stabilization Material (Type B)
- Aggregate Base Course, Class 6

- Flow-Fill Material
- Base Course Gradation & Proctor Curve (Class 6)
- Hot Bituminous Pavement Mix Design
- Non-woven Geotextile Fabric
- Concrete Mix Designs
- Tack Coat
- Emulsified Asphalt

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

3.3.22 T-Top Patching: A 12" T-Top patch will be required by the Colorado Department of Transportation for any construction within the North Avenue ROW for for this project. All efforts shall be made to use HMA for the patch, but cold mix asphalt will be acceptable in lieu of HMA if Hot Mix plants close prior to patching.

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

3.3.23 Excess Material: All excess materials shall be disposed in accordance with General Contract Condition Section 50. All asphalt millings shall be delivered to the City Storage Yard located adjacent to the City Cemetery at 2620 Legacy Way and become the property of the City of Grand Junction.

3.3.24 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.

If the Contractor discovers a conflict with an existing utility (either horizontal or vertical), the Contractor shall contact the Project Engineer and the utility owner immediately to assist in resolving the conflict.

3.3.25 Existing Property Pins and Survey Monuments: The City of Grand Junction did not perform an exhaustive search for existing property pins when compiling survey data for this Project. Property pins and survey monuments have been shown on the construction drawings that were found in the field. The Contractor shall be responsible for locating, protecting and resetting property pins when and where necessary, including those shown on the plans, and including those not shown but found in the field during the course of the work. The cost of locating, protecting, referencing and resetting of property pins is incidental to the Construction Surveying pay item. The cost of referencing and resetting of survey monuments shall be paid for as described in Section 629 – Survey Monumentation within the July 2010 Standard Contract Documents.

3.3.25 Interruption of Utilities and Services: The Contractor shall notify all property

owners affected by the interruption of utilities and other services caused by the Contractor's operations associated with this Project. Such notice shall be given at least 48 hours prior to the interruption. Notice shall be given for, but not limited to, the interruption of domestic water, sanitary sewer, trash pickup, mail delivery and changes in access to the property. Notice can be given via a newsletter and/or a door hanger. When an interruption will occur but was not stated in a newsletter, the Contractor shall, at a minimum, provide written notice and deliver to the resident/occupant; when the resident/occupant is not home at delivery time, the notice shall be attached to the door. Such notices shall provide contact information for the Contractor, the City Inspector and the City Project Engineer.

The Contractor will be required to notify property owners/tenants and City of Grand Junction Sanitation Division, 970-244-1570, when the alley will be blocked due to construction and direct them to move trash containers to the street for pickup. When alley construction is complete and the alley is open to traffic, the Contractor shall notify property owners/tenants to move their trash containers back to the alley for pickup. The Contractor should use door hangers and notify the property/owner tenant at least 24 hours in advance of their trash pickup to move their containers to the street. The door hanger should note the date that trash pickup will be moved to the street from the alley.

3.3.25 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.

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

- **None**

3.3.28 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.

3.3.29 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. Contractor shall be required to present Certification at the pre-construction meeting.

3.3.32 Confined Space Entry: The Contractor is responsible for providing any and all confined space entry safety equipment; including, but not limited to: air testing equipment, fresh air blowers, tripods, harnesses, and SCBA equipment. The Contractor's air monitoring devices shall be calibrated and certified. The cost for all confined space entry equipment shall be incidental to the project cost, and will not be paid for separately.

3.3.33 Construction Dewatering: All construction dewatering must meet the requirements specified in the CDPHE Dewatering Permit. Construction dewatering is specified as a lump sum line item in the bid schedule. No additional funds will be provided for dewatering beyond this lump sum.

3.3.34 Temporary Steel Plating: If the Contractor chooses to use steel plates to protect an open trench section, the cost for supplying and securely placing the steel plates will not be paid for separately but shall be included in the work.

3.3.35 Payment for Damage to Private Property beyond Easement Limits/ROW

Limits: Easement and Right-of-Way (ROW) lines are indicated on the Construction Plans. Any and all damage to improvements outside of easements and ROW, and/or outside the Construction Limit lines shall be repaired at the Contractor's expense. There will be no additional payment made for restoration of sod, landscaping, gravel, concrete or asphalt driveways, irrigation systems, decorative borders, fences, etc. beyond the property line or the construction easements as shown on the plan set.

3.3.36 Sanitary Sewer Service Locations: The location of sewer services shown on the construction drawings are based on TV inspection videos of the existing sanitary sewer main. The Contractor shall determine which services are active and which are inactive by using dye, tracing the line with a snake and locator, or smoking the service. The Contractor shall notify and obtain permission from the property owner prior to placing dye or smoke in the service. The Construction drawings show approximate locations of services within the ROW.

3.3.37 Construction Surveying & "As-Built" Drawings: In addition to Items I and II in the General Contract Conditions, Section 54, As-Built record information will be provided to, and approved by City staff prior to Final Acceptance of the Project. Information to be provided must be in electronic format (e.g. AutoCAD and/or survey files) along with a PDF set of As-Built drawings. **As-Built will not be required for the (8) pipeline repair locations.** As-Built electronic files must contain information suitable for the City to maintain Utility records to the standards set forth in the new Colorado 811 One Call/Subsurface Utility Law (effective August 8, 2018) and standards as described in the American Society of Civil Engineers (ASCE) Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38-02). Electronic information for As-Built records shall include, but is not limited to, verification of all horizontal and vertical changes in pipe alignments, elbows, tees, manholes, valves, control structures, service taps, service pipe (horizontal and vertical deflections to ROW line, meter pits, or clean-outs, whichever is closer), beginning and ending of slip-lined segments, tie-in or connection to existing infrastructure, etc. Distance between As-Built data points along pipe alignment is dependent on the amount of deflection used to install the pipe in the field. There must be sufficient point data to create a plan and profile of all infrastructure accurate to within eighteen inches (18") of the physical structures anywhere along the project.

Sanitary Sewer Service Lines – The Contractor is responsible for providing to the City survey grade accuracy for As-Built locations for all sewer wye fittings and sewer service elbows that are constructed as a part of this project. The Contractor shall

provide survey coordinates in the X,Y,Z dimensions for these fittings. The Contractor shall provide this survey information in electronic format (e.g. AutoCAD and/or survey files). The coordinates for this survey data shall be surveyed in the Mesa County Local System (MCLS). Accuracy on survey equipment shall be within 0.1 feet both vertically and horizontally. The Contractor will be required by the City to provide information on equipment being used and if the Contractor will be performing the as-built surveys or if a surveying subcontractor will be performing the as-built surveys.

The cost for all surveying of the all sewer fittings shall be incidental to the project cost, and will not be paid for separately.

- 3.3.38 As-Built Manhole Survey Shots:** All manhole invert as-built survey shots taken on the installed manholes and drop manholes shall be taken before the Contractor installs the manhole cone sections. This way the surveyor is able to shoot the manhole inverts with the survey rod in a vertical (plumb) position. Invert elevations on the 'shallow' sewer and the 'deep' sewer lines need to be provided to the Project Engineer.
- 3.3.39 Manhole Grade Rings:** Concrete grade rings, shims and non-shrink grout shall not be used on the sewer manhole sections. Approved grade rings for this project shall be either HDPE Adjusting Rings by LadTech, Inc., or Expanded Polypropylene grade rings by Cretex Pro-Ring. Grade rings shall be installed per the manufacturer's recommendations and directions. Caulk and sealants shall be approved by the manufacturer and shall be applied per the manufacturer's recommendation. The top grade ring shall match as close as possible the cross slope of the existing roadway surface. Both manufacturers of grade rings provide grade rings that can accommodate the existing roadway cross-slope.
- 3.3.40 Manhole Ring and Cover:** Manhole ring and covers for this project shall be Castings model MH-310-24 CI.
- 3.3.41 References for Manhole Corrosion Protection:** The Contractor applying the interior manhole corrosion protection shall provide a minimum of 3 references of projects for completed restoration and corrosion barrier liner installation of similar scope and size using the protective coating specified and/or approved equal by the City Project Engineer. References shall include project name and location; contact information of Owner/Engineer; and description of project, what the substrate was, and the application procedures.
- 3.3.42 Manholes and Water Valves:** It shall be the contractors' responsibility to accurately record and adjust all manholes, valve boxes and survey monuments to final grade. In the event that a utility is paved over it shall be the contractors' responsibility to expose and adjust to final grade within 2 days. In all other cases utilities shall be raised to final grade within 7 days after completion of paving each street segment, and it shall be the contractors' responsibility to expose the affected utility during the event of an emergency.
- 3.3.43 Materials:** In the event that excavation of the manholes grade rings are disturbed or

removed and replaced due to damage the Contractor is instructed to follow these guidelines:

The annular area beneath the bottom of the uppermost grade ring shall either be filled with a self-consolidating material, i.e. ¾" screened rock or engineer approved equal or shall be completely filled with Quikrete's Rapid Road Repair or Engineer approved equal. No other means will be considered.

3.3.44 Work By Others / Coordination: Ute Water Conservancy District has a water line replacement project that will replace 8- & 12-inch pipe & appurtenances from 29 Rd to I70B. They are planning to construct October-December 2021. Coordination with Ute Water Conservancy District to complete the Project Work in this area ((25) manhole riser ring replacements and (1) spot repair, as indicated in the Plans) will be imperative to successful completion of the project.

3.4. SCOPE OF WORK: The project generally consists of: removal of brick risers (depths 0.5-2') and replacement with new manhole riser rings in (58) manholes, removal and replacement of: (1) 48" Manholes, (2) 60" Manholes and approximately 375 LF of 6" pipe, reconstructing inverts in (2) manholes, (7) pipeline repairs to 6' sections of 8" VCP, and (1) pipeline repair to a 10' section of 10" VCP.

The (2) manholes that require re-constructed inverts are located in an especially low-velocity section of the sanitary sewer system which likely contains significant levels of H₂S. The inverts shall be re-constructed using a corrosion-resistant mortar such as Megamix II with Bio-San, or engineer approved equal.

Data collected near the project area in 2020 as a part of the City's Masterplan Wastewater study has been provided in Appendix C: 2020 Flow Data for GJ10 (MH D3-252-054) to help the Contractor with bypass pumping cost estimations. Because portions of the collection system in the project area are combined storm / sanitary sewer, Wet Weather peak flows can be as high as 200% of Dry Weather peak flows during a large rain event. Any bypass pumping plans will need to be reviewed by the Project Engineer prior to bypass pumping.

3.5. Attachments: (Click Links)

Appendix A: [Project Submittal Form](#)

Appendix B: [Project Special Provisions](#)

Appendix C: [Megamix II with Bio-San](#)

Appendix D: [Construction Drawings](#)

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**
- **References**

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	August 23, 2021
Mandatory Pre-Bid Meeting	September 2, 2021
Inquiry deadline, no questions after this date	September 8, 2021
Addendum Posted	September 14, 2021
Submittal deadline for bids	September 20, 2021
City Council Approval	October 6, 2021
Notice of Award & Contract execution	October 7, 2021
Bonding & Insurance Cert due	October 19, 2021
Preconstruction meeting	October 19, 2021
Work begins no later than	Upon Receipt of Notice to Proceed
Final Completion	72 Calendar Days from Notice to Proceed
Holidays:	
	Thanksgiving, 11/25/2021
	Christmas & Christmas Eve, 12/24- 25/2021
	New Year's Eve & New Years Day, 12/31/2021 & 1/1/2022

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4929-21-DH "2021 North Avenue Sewer Improvements Project"

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: 2021 North Ave Sewer Improvement

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Removal of Existing Pipe, Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and End-of-Service Cap)	10	LF	\$ _____	\$ _____
2	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Removal of Existing Pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	62	LF	\$ _____	\$ _____
3	108.2	10" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Removal of Existing Pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	10	LF	\$ _____	\$ _____
4	108.2	12" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Removal of Existing Pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	10	LF	\$ _____	\$ _____
5	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Removal of Existing Pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	30	LF	\$ _____	\$ _____
6	108.3	MaxAdapter Coupling, MAX 4 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)	1	EA	\$ _____	\$ _____
7	108.3	MaxAdapter Coupling, MAX 8 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)	15	EA	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvement

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
8	108.3	MaxAdapter Coupling, MAX 10 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)	2	EA	\$ _____	\$ _____
9	108.3	MaxAdapter Coupling, MAX 12 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)	1	EA	\$ _____	\$ _____
10	108.3	Fernco Coupling or Engineer Approved Equal (Contractor to verify existing pipe O.D) (Includes rebar hoops/concrete collar, see Specification on Plans)	3	EA	\$ _____	\$ _____
11	108.5	Manhole Grade Rings (LadTech HDPE or Cretex Pro-Ring) (58 locations along North Ave)	66.3	Vert. Ft.	\$ _____	\$ _____
12	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	1	EA	\$ _____	\$ _____
13	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ _____	\$ _____
14	108.5	Manhole Barrel Section (D>5') (60" I.D.)	11	Vert. Ft.	\$ _____	\$ _____
15	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	26	Vert. Ft.	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvement

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	202	Removal of Manhole (Price to include plugging existing abandoned pipes and removal and disposal of concrete sections)	3	EA	\$ _____	\$ _____
17	202	Removal of Asphalt Mat (Full Depth)	72.0	SY	\$ _____	\$ _____
18	202	Asphalt Removal (Planing)(Thickness Varies)	115.0	SY	\$ _____	\$ _____
19	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	3	SY	\$ _____	\$ _____
19	202	Removal of Landscape Ground Cover and any underlying barrier. Stockpile per Property Owner's recommendation.	9	SY	\$ _____	\$ _____
20	304	Aggregate Base Course (Class 6) (12" thick)	72.0	SY	\$ _____	\$ _____
21	304	Aggregate Base Course (Class 6) (6" thick)	9	SY	\$ _____	\$ _____
22	401	MegaMix II with Bio-San (Invert reconstruction for (2) Manholes, assume (1) 55lb bag is sufficient)	1	EA	\$ _____	\$ _____
23	401	Cold Mix Asphalt Patching (Temporary Patching) (3" thick) (to be used on North Ave, as deemed necessary)	72.0	SY	\$ _____	\$ _____
24	401	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22)(GYR.=75) (Two 2" Lifts)	72.0	SY	\$ _____	\$ _____
25	401	Hot Bituminous Pavement (Patching)(2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	115.0	SY	\$ _____	\$ _____
26	608	Concrete Curb and Gutter (2' Wide)	1	SY	\$ _____	\$ _____
27	608.06	Uncolored Concrete with Exposed Aggregate (3/8" Aggregate) (6" Thick)	2.5	SY	\$ _____	\$ _____
28	630	Flagging	2,880	HR	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvement

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
29	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ _____	\$ _____
30	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
31	620	Portable Sanitary Facility	2	Lump Sum	\$ _____	\$ _____
32	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
33	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
34	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
35	206.3	Over-excavation and Stabilizing Backfill (as needed) (Structure Backfill Flow-Fill) (In case unsuitable foundation material is discovered beneath Manholes during replacement) (up to 2' below Bedding Material for Manhole, unless approved by Project Engineer)	13.3	CY	\$ _____	\$ _____
FA	206.3	Over-excavation and Stabilizing Backfill (as needed) (Structure Backfill Flow-Fill) (In case unsuitable foundation material is discovered beneath Manholes during replacement) (up to 2' below Bedding Material for Manhole, unless approved by Project Engineer)	13.3	CY	\$ _____	\$ _____
INC		Incentive HMA 64-22	---	---	---	\$ 15,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 25,000.00
Total Amount:					\$	_____

Total 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: August 24, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2021 North Avenue Sewer Improvements Project IFB-4929-21-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. Due to a scheduling conflict, the Mandatory Pre-Bid Meeting time is being moved to 3:00pm on September 2, 2021. Sections 1.2 and 3.3.1 of the solicitation document is hereby modified as follows:

Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on September 2, 2021 at 3:00pm. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for 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 horizontal line.

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



Purchasing Division

ADDENDUM NO. 2

DATE: September 2, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2021 North Avenue Sewer Improvements Project IFB-4929-21-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. Why is the City not combining the parallel system along the North Avenue Corridor from 28 Rd to 30 Rd. Seems to be a good opportunity since CDOT will be R & Ring the corridor next year and would eliminate a large section of maintenance with new infrastructure as opposed to 100 year old pipe.
 - A. CCTV from North Avenue indicates that the only repairs needed for the sanitary sewer system to continue performing as designed are addressed in the 2021 North Avenue Sewer Improvements project. Combining parallel sewer lines in this area is a project that may be pursued after the design life of the 2022 CDOT Overlay.
2. Q. The project documents refer to flow data collected in 2020 and they would be in Appendix C. There was no flow data provided. Appendix C was for the Xypex product.
 - A. There is no flow data available for the project area. However, Engineer's best estimate of the maximum flow to be bypassed for the project is 0.7 cfs (based on the estimated ESUs upstream of manhole E1-262-059 and a +25% safety factor for wet weather flow, because this is a combined storm and sanitary sewer line). Any bypass pumping plans will need to be reviewed by the Project Engineer and Wastewater Services Manager prior to bypass pumping.
3. Q. The bid schedule is showing to import backfill material, the plans are showing to utilize native material, CDOT specs show flow-fill only. Please clarify.
 - A. Please see the updated Bid Schedule and Construction Plans. Flow-fill that meets CDOT Specification 206.03 will be required for any backfill utilized for this project. Contractor shall utilize the attached Addendum 2 Price Bid Schedule when submitting their bid response.
4. Q. Are there traffic loops at the signalized intersections where the work is to be performed?

- A. Yes, there are traffic loops at the majority of the signalized intersections where work is to be performed. Open-trench is limited to the trench delineated on the Construction Plans, any deviation will need to be approved by the Project Engineer. The only traffic loops that are located within an open-trench area are located at the 28 1/4 Rd and North Ave intersection - the City will be responsible for purchasing/installing cameras (as needed) at this intersection if the traffic loops are disturbed.
5. Q. Sheet 9 shows MH 36 E1-261-008 as a 4" coming in and 4" going out. If that is the case why install a manhole and not just a clean out?
- A. Please see the updated Construction Plans. The outgoing pipe is actually an 8" pipe, and a manhole is needed here so that this line can be cleaned with a jetting truck.
6. Q. Please provide ground water data for Dewatering pay item. Information is crucial for pump sizing.
- A. The Dewatering pay item has been removed. Deep trenches are included in this project, but it is not anticipated that dewatering will be necessary. Wet soils may be encountered. Granular Stabilization Material will be utilized in the instances where unsuitable foundation material is discovered.
7. Q. There are 2 items on the bid schedule for 206.3 Over-excavation and stabilizing backfill.
- A. Please see the updated Bid Schedule, 206.3 Over-excavation and stabilizing backfill has been replaced with 108.7 - Granular Stabilization Material. Granular Stabilization Material is to be utilized below pipe repairs or manhole replacements in instances where unsuitable foundation materials are encountered. Contractor shall utilize the attached Addendum 2 Price Bid Schedule when submitting their bid response.
8. Q. Item 31 620 sanitary facility is the item 2 each or 1 LS. It is currently as 2 LS.
- A. Please see the updated Bid Schedule - the (2) sanitary facilities will be paid for by each unit. Contractor shall utilize the attached Addendum 2 Price Bid Schedule when submitting their bid response.
9. Q. Is there really a \$15K HMA incentive for this project?
- A. Please see the updated Bid Schedule - no there is not a \$15K HMA incentive for this project. Contractor shall utilize the attached Addendum 2 Price Bid Schedule when submitting their bid response.
10. Q. Will the contract be suspended if asphalt plants are shutdown prior to competing the project or does the contractor need to account for the \$1k/ day LD until asphalt is available in 2022?
- A. Please see Section 3.3.22 - "cold mix asphalt will be acceptable in lieu of HMA if Hot Mix plants close prior to patching."
11. Q. Regarding the manhole adjustments, what does the City want to see for backfill material on the deep manholes where we are removing 8+ inches of brick material. Flow-Fill?

A. Yes, Structure Backfill (Flow-Fill) that meets CDOT Specification 206.03 will be required for the manhole adjustments. Please see the updated bid schedule - the cost of the Manhole Grade Rings includes Excavation and Backfill with Flow-Fill. Contractor shall utilize the attached Addendum 2 Price Bid Schedule when submitting their bid response.

12.Q. With the CDPHE regulations does the City really want the expense of the small amount of exposed aggregate for MH 36.

A. Please see the updated Construction Plans.

13.Q. Does the City have any as-built information for the irrigation system at 120 North Ave other that protect existing irrigation valve?

A. Neither the City nor the Property Owner have as-built information for the irrigation system at 120 North Ave.

14.Q. Has the City acquired a temporary construction easement for the installation of Manhole 36 located at 120 North Ave?

A. The City will be responsible for obtaining a Temporary Construction Easement for the construction at 120 North Ave.

15.Q. Special provisions section 108, Is the city requesting that the contractor jet the entire line at each of the repair area or just at the repair area?

A. Please see the updated Special Provisions. Jetting the sewer conduit will not be required for this project.

16.Q. Section 105. Who will be performing the CC'TV for the job.

A. The City will perform CCTV for the job. However, Contractor is responsible for coordinating with the City so that CCTV can be completed while Contractor's Traffic Control is operating.

17.Q. I didn't find this in the specs but do you have a procedure you have for Manufacturer Reps to submit products for approval on the job specs as well as the Grand Junction Standard Specs?

A. Reference Section 1.18 Exceptions and Substitutions:

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.

And Reference Section 2.9 Substitutions:

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.

18. Please see the following updated attachments (CLICK LINKS):

- [Addendum 2 Price Bid Schedule](#)
- [Addendum 2 Revised Drawings](#)
- [Addendum 2 Appendix B](#)

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



Purchasing Division

ADDENDUM NO. 3

DATE: September 14, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2021 North Avenue Sewer Improvements Project IFB-4929-21-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. Who will provide ring covers for project?
 - A. The Contractor will need to supply the (61) new ring & covers required for this project (3 are included as a part of manhole replacements). Per Section 3.3.40, Manhole ring and covers for this project shall be Castings model MH-310-24 CI. Old ring & covers should be delivered to City Shops.
2. Q. What is to be done with inverted rings and covers?
 - A. Of the (58) manholes in need of replacement of brick risers, manhole E1-281-035 is the only manhole identified as having an inverted ring & cover. The inverted ring & cover should be delivered to City Shops, and replaced with the standard MH-310-24 CI ring and cover .
3. Q. No detail is listed for the thickness of asphalt, please provide with CDOT requirements in mind.
 - A. The thickness of existing asphalt one North Ave is not exactly known, not any different than any other roadway. As stated in the meeting there have been many layers of asphalt and concrete found in previous projects.

This project will be required to install back no less than 5" in 2 compacted lifts - bottom lift 3" and top lift 2". This is normal utility patch requirements. The Construction Plans and Price Bid Schedule in Addendum #3 have been updated to reflect the 5" minimum.

4. Q. Is the City anticipating mill tailings? If so, what quantities, and provide a line item in bid form.
 - A. Yes, it is anticipated that radioactive mill tailings will be encountered in the excavations. Contractor will follow City specification 203.01 to safely remove and dispose of the mill tailings. A contract line item has been added for loading and hauling of radioactive material to the City's containment facility: "Disposal of Radioactive Materials" (CY).

5. Q. Are the working hours restrictions going to be upheld?
 - A. The City will coordinate with CDOT to allow Monday - Friday, 7AM-5PM daytime working hours to increase efficiency and safety. However, night work and alternative hours will be considered on a case-by-case basis.

6. Q. How are the irregular areas being treated for manholes?
 - A. For manholes located in rutted sections of the roadway, the City inspector will work with the Contractor to determine any deviation from the specifications prior to the reset

7. Q. What is CDOT's recommendation for backfill of trenches?
 - A. Flow-fill is specified as the structural backfill to be used in all parts of this project. Compaction testing will not required for Flow-fill.

In any instances where flow-fill is not optimal, the Contractor may request alternate material to be used as structural backfill. Per CDOT specification 206.02, imported Class 1, 2 ,3 or Flow-Fill are all options for backfill of the pipe repairs and manhole replacements , as long as the material conforms to CDOT specification 703.08. If Flow-fill is not used, compaction testing will be required.

Should the Contractor wish to use a structural backfill other than flow-fill, it will need to meet CDOT specification, justification is needed and the Project Engineer must approve.

8. Q. Will half mile lane closures be allowed?
 - A. Lane closures to be kept as short and localized as possible. Depending on how the contractor is working, no lane closures longer than 1/2 mile in length. Busy areas like 7th, 12th, 28 Road and Walmart (28 ¾ Road) intersections may need shorter lane closures and/or alternative traffic control methods if the TCP implemented in these areas becomes an issue.

9. Q. Can the City add flagging to the bid schedule?
 - A. 2,880 flagging hours are already in the Bid Schedule. This accounts for approx. 7 flaggers working 8HR/Day for the duration of the project (72 calendar days = 50 working days).

- 10.Q. There are (2) Inverted Manholes in the Project. What kind of Manhole Risers should be used to replace the brick risers in these Manholes?
- A. Only (1) Inverted Manhole has been identified in the Project - Manhole E1-281-035 (#25). LadTech HDPE risers should be used to replace the brick risers in this Manhole, and the inverted ring and cover should be replaced with a standard ring and cover, see response to question #2.
11. For all manhole and riser ring replacements (except MH # E1-261-008 (#36) - out of the roadway), omit the adhesion on the top riser ring. This will be completed during CDOT's 2022 resurfacing project.
12. Insurance Certificate shall also list Colorado Department of Transportation as Additional Insured, along with listing the City of Grand Junction.
13. NOTE: Section 3.3.20 of the Solicitation requires that a Construction Schedule be provided by October 5th, and Traffic Control Plans must be submitted by October 17th (at least 2 days prior to the pre-construction meeting).
14. Contractors shall utilize the attached updated Construction Plans and the updated Price Bid Schedule when submitting their bid response.
15. Attachment: (Click Link)

[Updated Plan Set/Drawings](#)

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: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	102.11	Manhole Ring and Cover (Castings model MH-310-24 CI) (to be used at the (58) locations with Manhole Grade Ring Replacements) (Includes Installation)	58	EA	\$ _____	\$ _____
2	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	1	EA	\$ _____	\$ _____
3	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	25	LF	\$ _____	\$ _____
4	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	68	LF	\$ _____	\$ _____
5	108.2	10" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	10	LF	\$ _____	\$ _____
6	108.2	12" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	10	LF	\$ _____	\$ _____
7	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	30	LF	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
8	108.3	8" x 4" Sewer Service Tap (Full Body Wye) (GxGxG) (Includes Wye and all fittings required to align and connect the sewer service pipe to the sewer tap) (See City Std. Detail SS-06)		1 EA	\$ _____	\$ _____
9	108.3	MaxAdapter Coupling, MAX 4 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 4 specifications)		1 EA	\$ _____	\$ _____
10	108.3	MaxAdapter Coupling, MAX 8 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)		18 EA	\$ _____	\$ _____
11	108.3	MaxAdapter Coupling, MAX 10 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 10 specifications)		2 EA	\$ _____	\$ _____
12	108.3	MaxAdapter Coupling, MAX 12 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 12 specifications)		1 EA	\$ _____	\$ _____
13	108.3	Fernco Coupling or Engineer Approved Equal (Contractor to verify existing pipe O.D) (Includes rebar hoops/concrete collar, see Specification on Plans)		3 EA	\$ _____	\$ _____
14	108.3	4" 45-degree Elbow (GxG) (120 North Ave Sewer Service Re-Route)		1 EA	\$ _____	\$ _____
15	108.5	Manhole Grade Rings (LadTech HDPE or Cretex Pro-Ring) (Includes Excavation, Removal of Brick Riser Rings, Installation of HDPE Rings and Backfill with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03) (58 locations along North Ave)		66.3 Vert. Ft.	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	1	EA	\$ _____	\$ _____
17	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	2	EA	\$ _____	\$ _____
18	108.5	Manhole Barrel Section (D>5') (60" I.D.)	11	Vert. Ft.	\$ _____	\$ _____
19	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	26	Vert. Ft.	\$ _____	\$ _____
20	108.7	Granular Stabilization Material (Type B) (Crushed Rock) (18" Thick Min., See Std Detail GU-03) (Includes over-excavation and haul and disposal of unsuitable excavated material) (Assumed Unit Weight = 138 lbs/ft ³)	38	Ton	\$ _____	\$ _____
21	202	Removal of Existing Pipe (Size & type as shown on plans)	123	LF	\$ _____	\$ _____
22	202	Abandon Pipe (Abandon pipe by plugging ends with concrete)	1.0	EA	\$ _____	\$ _____
23	202	Removal of Manhole (Price to include plugging existing abandoned pipes and removal and disposal of concrete sections)	3.0	EA	\$ _____	\$ _____
24	202	Removal of Asphalt Mat (Full Depth) (Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
25	202	Asphalt Removal (Planing)(Thickness Varies)(Assume 297 SY for (58) Manhole Grade Ring Replacements)	412	SY	\$ _____	\$ _____
26	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	11	SY	\$ _____	\$ _____
27	202	Removal of Landscape Ground Cover and any underlying barrier. Stockpile per Property Owner's recommendation.	15	SY	\$ _____	\$ _____
28	202	Removal of Sod	125	SF	\$ _____	\$ _____
29	203	Disposal of Radioactive Materials	73	CY	\$ _____	\$ _____
30	210	Reset Landscape Ground Cover. Contractor shall remove Ground Cover and any underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed to restore landscaping.	15	SY	\$ _____	\$ _____
31	210	Rest Sprinkler System (Complete in Place)	2	EA	\$ _____	\$ _____
32	210	Reset Sign	1	EA	\$ _____	\$ _____
33	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	125	SF	\$ _____	\$ _____
34	304	Aggregate Base Course (Class 6) (6" thick)	29	SY	\$ _____	\$ _____
35	401	MegaMix II with Bio-San (Invert reconstruction for (2) Manholes, assume (1) 55lb bag is sufficient)	1	EA	\$ _____	\$ _____
36	401	Cold Mix Asphalt Patching (Temporary Patching) (5" thick) (to be used on North Ave, as deemed necessary)(Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ _____	\$ _____

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
37	401	Hot Bituminous Pavement (5" Thick) (Grading SX, Binder Grade PG 64-22)(GYR.=75) (Bottom 3" Lift, Top 2" Lift) (Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ _____	\$ _____
38	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03) (Assume 316 SY for (58) Manhole Grade Ring Replacements)	431	SY	\$ _____	\$ _____
39	608	Concrete Sidewalk (4" Thick)	5	SY	\$ _____	\$ _____
40	608	Concrete Curb and Gutter (2' Wide)	10	LF	\$ _____	\$ _____
41	608	Uncolored Concrete (6" Thick)	3	SY		
42	620	Portable Sanitary Facility	2	EA	\$ _____	\$ _____
43	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
44	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
45	630	Flagging	2,880	HR	\$ _____	\$ _____
46	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
47	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>30,000.00</u>
Total Amount:					\$	_____

Total Amount:

dollars



NOTICE OF AWARD

Date: October 7, 2021
Company: Oldcastle SW Group, Inc. dba United Companies
Project: 2021 North Avenue Sewer Improvements Project IFB-4929-DH

You have been awarded the City of Grand Junction 2021 North Avenue Sewer Improvements Project IFB-4929-DH for a total price of **\$458,967.50**.

Please notify Anna Purtscher, City of Grand Junction Project Engineer 970-244-1559 for delivery schedule and return to the City Purchasing Division an acknowledged copy of this Notice of Award.

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: Oldcastle SW Group, Inc. dba United Companies

By: *Kyle Alpha - General Manager, Oldcastle SW Group, Inc., dba United Companies*
17D96294AE0F4D6...

Title: V.P./General Manager

Date: 10/7/2021

4. Contractor's Bid Form

Bid Date: September 20, 2021

Project: **IFB-4929-21-DH "2021 North Avenue Sewer Improvements Project"**

Bidding Company: Oldcastle SW Group, Inc. dba United Companies

Name of Authorized Agent: Kyle Alpha, Vice President

Email justin.vensel@unitedco.com

Telephone 970-243-4900 Address 2273 River Road

City Grand Junction State CO Zip 81505

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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: 1, 2, 3

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

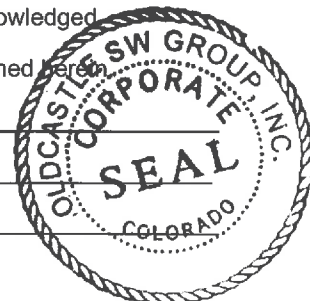
By signing below, the Undersigned agree to comply with all terms and conditions contained herein

Company: Oldcastle SW Group, Inc. dba United Companies

Authorized Signature: [Signature]

Title: Kyle Alpha, Vice President

2273 River Road, Grand Junction, CO 81505 State of Incorporation: Colorado



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>CC Enterprises Grand Junction CO</u>	<u>Traffic control and Flagging</u>	<u>25.9%</u>
<u>Elite Protective Coatings, Loma CO</u>	<u>Manhole coating</u>	<u>2.45%</u>
<u>Adcock Concrete, Grand Junction CO</u>	<u>Concrete</u>	<u>0.4%</u>
<u>High Desert Surveying, Grand Junction Co</u>	<u>Survey As-builts</u>	<u>0.3%</u>

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

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



Purchasing Division

ADDENDUM NO. 3

DATE: September 14, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2021 North Avenue Sewer Improvements Project IFB-4929-21-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. Who will provide ring covers for project?
 - A. The Contractor will need to supply the (61) new ring & covers required for this project (3 are included as a part of manhole replacements). Per Section 3.3.40, Manhole ring and covers for this project shall be Castings model MH-310-24 CI. Old ring & covers should be delivered to City Shops.
2. Q. What is to be done with inverted rings and covers?
 - A. Of the (58) manholes in need of replacement of brick risers, manhole E1-281-035 is the only manhole identified as having an inverted ring & cover. The inverted ring & cover should be delivered to City Shops, and replaced with the standard MH-310-24 CI ring and cover .
3. Q. No detail is listed for the thickness of asphalt, please provide with CDOT requirements in mind.
 - A. The thickness of existing asphalt one North Ave is not exactly known, not any different than any other roadway. As stated in the meeting there have been many layers of asphalt and concrete found in previous projects.

This project will be required to install back no less than 5" in 2 compacted lifts - bottom lift 3" and top lift 2". This is normal utility patch requirements. The Construction Plans and Price Bid Schedule in Addendum #3 have been updated to reflect the 5" minimum.

4. Q. Is the City anticipating mill tailings? If so, what quantities, and provide a line item in bid form.
 - A. Yes, it is anticipated that radioactive mill tailings will be encountered in the excavations. Contractor will follow City specification 203.01 to safely remove and dispose of the mill tailings. A contract line item has been added for loading and hauling of radioactive material to the City's containment facility: "Disposal of Radioactive Materials" (CY).

5. Q. Are the working hours restrictions going to be upheld?
 - A. The City will coordinate with CDOT to allow Monday - Friday, 7AM-5PM daytime working hours to increase efficiency and safety. However, night work and alternative hours will be considered on a case-by-case basis.

6. Q. How are the irregular areas being treated for manholes?
 - A. For manholes located in rutted sections of the roadway, the City inspector will work with the Contractor to determine any deviation from the specifications prior to the reset

7. Q. What is CDOT's recommendation for backfill of trenches?
 - A. Flow-fill is specified as the structural backfill to be used in all parts of this project. Compaction testing will not required for Flow-fill.

In any instances where flow-fill is not optimal, the Contractor may request alternate material to be used as structural backfill. Per CDOT specification 206.02, imported Class 1, 2 ,3 or Flow-Fill are all options for backfill of the pipe repairs and manhole replacements , as long as the material conforms to CDOT specification 703.08. If Flow-fill is not used, compaction testing will be required.

Should the Contractor wish to use a structural backfill other than flow-fill, it will need to meet CDOT specification, justification is needed and the Project Engineer must approve.

8. Q. Will half mile lane closures be allowed?
 - A. Lane closures to be kept as short and localized as possible. Depending on how the contractor is working, no lane closures longer than 1/2 mile in length. Busy areas like 7th, 12th, 28 Road and Walmart (28 ³/₄ Road) intersections may need shorter lane closures and/or alternative traffic control methods if the TCP implemented in these areas becomes an issue.

9. Q. Can the City add flagging to the bid schedule?
 - A. 2,880 flagging hours are already in the Bid Schedule. This accounts for approx. 7 flaggers working 8HR/Day for the duration of the project (72 calendar days = 50 working days).

- 10.Q. There are (2) Inverted Manholes in the Project. What kind of Manhole Risers should be used to replace the brick risers in these Manholes?
- A. Only (1) Inverted Manhole has been identified in the Project - Manhole E1-281-035 (#25). LadTech HDPE risers should be used to replace the brick risers in this Manhole, and the inverted ring and cover should be replaced with a standard ring and cover, see response to question #2.
11. For all manhole and riser ring replacements (except MH # E1-261-008 (#36) - out of the roadway), omit the adhesion on the top riser ring. This will be completed during CDOT's 2022 resurfacing project.
12. Insurance Certificate shall also list Colorado Department of Transportation as Additional Insured, along with listing the City of Grand Junction.
13. NOTE: Section 3.3.20 of the Solicitation requires that a Construction Schedule be provided by October 5th, and Traffic Control Plans must be submitted by October 17th (at least 2 days prior to the pre-construction meeting).
14. Contractors shall utilize the attached updated Construction Plans and the updated Price Bid Schedule when submitting their bid response.
15. Attachment: (Click Link)
- [Updated Plan Set/Drawings](#)

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: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	102.11	Manhole Ring and Cover (Castings model MH-310-24 CI) (to be used at the (58) locations with Manhole Grade Ring Replacements) (Includes Installation)	58	EA	\$ <u>290.00</u>	\$ <u>16,820.00</u>
2	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	1	EA	\$ <u>390.00</u>	\$ <u>390.00</u>
3	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	25	LF	\$ <u>143.50</u>	\$ <u>3,587.50</u>
4	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	68	LF	\$ <u>880.00</u>	\$ <u>59,840.00</u>
5	108.2	10" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	10	LF	\$ <u>675.00</u>	\$ <u>6,750.00</u>
6	108.2	12" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	10	LF	\$ <u>112.00</u>	\$ <u>1,120.00</u>
7	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Type A Bedding and Haunching Material and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	30	LF	\$ <u>120.00</u>	\$ <u>3,600.00</u>

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
8	108.3	8" x 4" Sewer Service Tap (Full Body Wye) (GxGxG) (Includes Wye and all fittings required to align and connect the sewer service pipe to the sewer tap) (See City Std. Detail SS-06)	1	EA	\$ <u>250.00</u>	\$ <u>250.00</u>
9	108.3	MaxAdapter Coupling, MAX 4 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 4 specifications)	1	EA	\$ <u>125.00</u>	\$ <u>125.00</u>
10	108.3	MaxAdapter Coupling, MAX 8 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 8 specifications)	18	EA	\$ <u>195.00</u>	\$ <u>3,510.00</u>
11	108.3	MaxAdapter Coupling, MAX 10 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 10 specifications)	2	EA	\$ <u>230.00</u>	\$ <u>460.00</u>
12	108.3	MaxAdapter Coupling, MAX 12 or Engineer Approved Equal (Contractor to verify existing pipe O.D corresponds with MAX 12 specifications)	1	EA	\$ <u>265.00</u>	\$ <u>265.00</u>
13	108.3	Fernco Coupling or Engineer Approved Equal (Contractor to verify existing pipe O.D) (Includes rebar hoops/concrete collar, see Specification on Plans)	3	EA	\$ <u>300.00</u>	\$ <u>900.00</u>
14	108.3	4" 45-degree Elbow (GxG) (120 North Ave Sewer Service Re-Route)	1	EA	\$ <u>75.00</u>	\$ <u>75.00</u>
15	108.5	Manhole Grade Rings (LadTech HDPE or Cretex Pro-Ring) (Includes Excavation, Removal of Brick Riser Rings, Installation of HDPE Rings and Backfill with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03) (58 locations along North Ave)	66.3	Vert. Ft.	\$ <u>800.00</u>	\$ <u>53,040.00</u>

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

Item No.	City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	1	EA	\$ 6,500.00	\$ 6,500.00
17	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts, manhole grade rings and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Backfill of Trench with Structure Backfill (Flow-fill) Material that meets CDOT Specification 206.03)	2	EA	\$ 10,500.00	\$ 21,000.00
18	108.5	Manhole Barrel Section (D>5') (60" I.D.)	11	Vert. Ft.	\$ 250.00	\$ 2,750.00
19	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	26	Vert. Ft.	\$ 480.00	\$ 12,480.00
20	108.7	Granular Stabilization Material (Type B) (Crushed Rock) (18" Thick Min., See Std Detail GU-03) (Includes over-excavation and haul and disposal of unsuitable excavated material) (Assumed Unit Weight = 138 lbs/ft ³)	38	Ton	\$ 36.00	\$ 1,368.00
21	202	Removal of Existing Pipe (Size & type as shown on plans)	123	LF	\$ 6.00	\$ 738.00
22	202	Abandon Pipe (Abandon pipe by plugging ends with concrete)	1.0	EA	\$ 500.00	\$ 500.00
23	202	Removal of Manhole (Price to include plugging existing abandoned pipes and removal and disposal of concrete sections)	3.0	EA	\$ 700.00	\$ 2,100.00
24	202	Removal of Asphalt Mat (Full Depth) (Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ 24.00	\$ 5,592.00

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

CDOT,						
Item No.	City Ref.	Description	Quantity	Units	Unit Price	Total Price
25	202	Asphalt Removal (Planing)(Thickness Varies)(Assume 297 SY for (58) Manhole Grade Ring Replacements)	412	SY	\$ <u>7.50</u>	\$ <u>3,090.00</u>
26	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	11	SY	\$ <u>110.00</u>	\$ <u>1,210.00</u>
27	202	Removal of Landscape Ground Cover and any underlying barrier. Stockpile per Property Owner's recommendation.	15	SY	\$ <u>17.00</u>	\$ <u>255.00</u>
28	202	Removal of Sod	125	SF	\$ <u>2.15</u>	\$ <u>268.75</u>
29	203	Disposal of Radioactive Materials	73	CY	\$ <u>16.75</u>	\$ <u>1,222.75</u>
30	210	Reset Landscape Ground Cover. Contractor shall remove Ground Cover and any underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed to restore landscaping.	15	SY	\$ <u>40.00</u>	\$ <u>600.00</u>
31	210	Rest Sprinkler System (Complete in Place)	2	EA	\$ <u>500.00</u>	\$ <u>1,000.00</u>
32	210	Reset Sign	1	EA	\$ <u>500.00</u>	\$ <u>500.00</u>
33	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	125	SF	\$ <u>9.50</u>	\$ <u>1,187.50</u>
34	304	Aggregate Base Course (Class 6) (6" thick)	29	SY	\$ <u>27.00</u>	\$ <u>783.00</u>
35	401	MegaMix II with Bio-San (Invert reconstruction for (2) Manholes, assume (1) 55lb bag is sufficient)	1	EA	\$ <u>3,700.00</u>	\$ <u>3,700.00</u>
36	401	Cold Mix Asphalt Patching (Temporary Patching) (5" thick) (to be used on North Ave, as deemed necessary)(Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ <u>76.00</u>	\$ <u>17,708.00</u>

Bid Schedule: 2021 North Ave Sewer Improvements - Addendum #3

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
37	401	Hot Bituminous Pavement (5" Thick) (Grading SX, Binder Grade PG 64-22)(GYR.=75) (Bottom 3" Lift, Top 2" Lift) (Assume 161 SY for (58) Manhole Grade Ring Replacements)	233	SY	\$ 52.00	\$ 12,116.00
38	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03) (Assume 316 SY for (58) Manhole Grade Ring Replacements)	431	SY	\$ 11.00	\$ 4,741.00
39	608	Concrete Sidewalk (4" Thick)	5	SY	\$ 320.00	\$ 1,600.00
40	608	Concrete Curb and Gutter (2' Wide)	10	LF	\$ 42.00	\$ 420.00
41	608	Uncolored Concrete (6" Thick)	3	SY	\$ 125.00	\$ 375.00
42	620	Portable Sanitary Facility	2	EA	\$ 250.00	\$ 500.00
43	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ 1,500.00	\$ 1,500.00
44	626	Mobilization	1	Lump Sum	\$ 36,100.00	\$ 36,100.00
45	630	Flagging	2,880	HR	\$ 26.00	\$ 74,880.00
46	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ 52,000.00	\$ 52,000.00
47	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ 9,450.00	\$ 9,450.00
MCR		Minor Contract Revisions	---	---	---	\$ 30,000.00
Total Amount:						\$ 458,967.50

Total Amount:

Four hundred fifty-eight thousand nine hundred sixty-seven dollars and fifty cents **dollars**



Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Oldcastle SW Group, Inc., dba United Companies of Mesa County**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **City of Grand Junction, Colorado** as Obligee, (hereinafter called the "Obligee"), in the sum of **FIVE PERCENT OF TOTAL AMOUNT BID** Dollars (**\$5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the Principal has submitted a bid for **IFB-4929-21-DH 2021 North Avenue Sewer Improvements Project**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** day of **September** A.D. ,**2021**.

Oldcastle SW Group, Inc., dba United Companies
of Mesa County

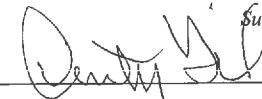


By 
Kyle Alpha, Vice President


Janel Tanner *Witness*


Sona VanHorn *Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By  *Surety*
Dorothy Feil, Attorney in Fact (SEAL)

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Kyle ALPHA, Dorothy FEIL, Debbie ELLIOTT and Janel TANNER all of Grand Junction, Colorado and EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bid bonds issued on behalf of Oldcastle SW Group, Inc. dba United Companies of Mesa and Oldcastle SW Group, Inc. dba Telluride Gravel, each with a penalty not to exceed the sum of \$1,000,000**, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 25th day of March, A.D. 2020.



ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 25th day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 20th day of September, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
OLDCASTLE SW GROUP, INC.

The undersigned, being all of the members of the Board of Directors of Oldcastle SW Group, Inc., a Colorado corporation (the "*Corporation*"), do hereby, pursuant to §7-108-202 of the Colorado Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective January 1, 2020 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Richard Umbel	President
Kyle Alpha	Vice President
Martin Merx	Chief Financial Officer
Dorothy Feil	Secretary, Treasurer, Controller

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Gary P. Hickman	Assistant Secretary	Xavier Balderas	Assistant Secretary
William B. Miller	Assistant Secretary	David C. Lewis	Assistant Secretary
David M. Toolan	Assistant Secretary	Michael F. Deaton	Assistant Secretary

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

II. REMOVALS

RESOLVED, that any current officers of the Corporation not elected in the foregoing resolution are hereby removed.

III. AUTHORIZATION OF TRADE AND DIVISIONAL NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**B&B Excavating
Delta Sand & Gravel Co.
Four Corners Materials
Telluride Gravel
United Companies of Mesa County
United Paving, Incorporated
United Redi-Mix, Inc.
United Sand and Gravel Company, Inc.
United Companies**


FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:

scott Parson
CB14F8F5159A40A
1/21/2020



2273 River Road
Grand Junction, CO 81505
(970) 243-4900

210 Road 390
Farmington, NM 87401
(505) 324-3900

www.united-gj.com
www.fourcornersmaterials.com

IFB-4929-21-DH
2021 North Avenue Sewer Improvements Project

References:

Montrose County, Dean Cooper, 970-240-1400
Town of Telluride, Town Engineer, 970-728-2177
Rio Blanco County Road and Bridge, Van Pilaud, 970-878-9590
Mesa County Public Works, Kevin King, Project Engineer, 970-244-1765
Mesa County, Kevin Holderness, 970-244-1673
City of Grand Junction, Trent Prall, Public Works Director, 970-256-4047
City of Grand Junction, Ken Hailey, Public Works Manager, 970-256-4110
City of Grand Junction, Lee Cooper, Project Engineer, 970-256-4110
Pitkin County, Bert Pearce, 970-920-5397(o), 970-379-8461
Pitkin County, County Engineer, GR Fielding, 970-920-5206
Garfield County, Wyatt Keesbury, 970-625-8601
Gunnison County, Jerry Burgess, 970-641-5355
City of Gunnison, David Gardner, 970-641-8322
Delta County School District, John McHugh, 970-874-5744
Montrose County School District, Philip Bailey, 970-626-5549
Town of Vail, Director of Public Works, Greg Hall P.E., 970-479-2160
Town of Vail, Town Engineer, Thomas Kassmel P.E., 970-479-2235
Town of Vail, Chad Salli, P.E., 970-479-2169
City of Steamboat Springs, David VanWynkle, 970-879-1807
City of Steamboat Springs, Ben Beal, 970-879-1807
Town of Meeker, Russ Overton, 970-878-4513
Town of Oak Creek, Tom Holiday, 970-736-2422
Eagle County, John Harris, 970-328-3540
Routt County, Marti Hamilton, 970-879-0831
Town of Rangely, Mike Englert, 970-675-8477
Town of Naturita, Vaughn Duckworth, 970-865-2286
Town of Mountain Village, Finn Kjome, 970-249-1815
Eagle County, Construction and Facilities Manager, Rick Ullom, 970-328-8780
US Forest Service, Matt Grove, 970-827-5166
CDOT, Region 3 Transportation Director, Dave Eller, retired, 970-210-8098
CDOT, Region 5 Transportation Director, Mike McVaugh, Mike.McVaugh@state.co.us
FHWA-Central Federal Lands, Highway Division, Project Manager and Construction Operations Engineer, Micah Leadford, 720-963-3498, Email: micah.leadford@dot.gov



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FHWA, Central Federal Lands Highway Division, Anthony Galardi, 720-963-3669
Yampa Valley Regional Airport, David Ruppel, YVRA, 970-276-5001
Yampa Valley Airport Authority, Kevin Booth, 970-276-5000
Dowl (Buckhorn Geotech), Dan Quiqley, 970-249-6828
Harris Water Engineering, Inc., Brett Sherman, 970-259-1028, 970-799-2555
Alpine Land Consulting, Greg Anderson, 970-708-0326
Alpine Engineering, Glen Palmer P.E., 970-926-3373
The Applegate Group, Teddy Martinez P.E., 970-945-9686
Goff Engineering and Survey Inc., Ron Harries PE, 970-247-1705
Kraemer North America, Matt Hogan, 303-356-7191
The Neenan Company, Erik Bergstrom, 303-990-4676
Fortenberry Construction, Paul Ricks, 970-728-4321, 970-729-0330
Overly Construction, Dennis Overly, 970-728-5305
Minnesota Ditch Company, Willie Kistler, 970-424-7637
New Horizon Mine, Frank Ferris, 970-864-2165
Twin Buttes of Durango, Willie Wilson, LLC, 970-729-3405

Trade and Financial References:

State of Colorado, Richard Ott, CDOT Award Officer, 303-757-9006
Holcim Cement, Dana Janik, 970-948-2658
Suncor Energy, Norb Schreiber, Sales Manager, 303-796-2688
Peak Asphalt LLC, Steve Nichols, 307-321-0326
Wells Fargo, Steve Irion, 970-248-4872
Western Refining, 800-444-5823