



NOTICE TO PROCEED

Date: December 10, 2021
Contractor: Clarke & Co., Inc.
Project: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

In accordance with the contract dated December 2, 2021, the Contractor is hereby notified to begin work on the Project immediately.

The date of final completion for irrigation construction is 60 Calendar Days from Notice of Proceed. The date of final completion for re-vegetation phase 1 is 4 weeks in the Fall and 4 weeks in the Spring for phase 2.

CITY OF GRAND JUNCTION, COLORADO

Kassy Hackett, Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Clarke & Co. Inc

By:

Print Name: wacey clarke - President, Clarke & Co., Inc

Title: President

Date: 12/14/2021



NOTICE OF AWARD

Date: December 2, 2021

Company: Clarke & Co., Inc.

Project: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

You have been awarded the City of Grand Junction Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH for a total price of **\$194,250.42**.

Please notify Kyle Coltrinari, City of Grand Junction Parks Facility Supervisor 970-254-3868 or kylec@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Kassy Hackett
C099F321BF03450
Kassy Hackett, Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Clarke & Co. Inc

By: *Wacey Clarke - President, Clarke & Co., Inc* Wacey Clarke - President, Clarke & Co., Inc

Title: President

Date: 12/2/2021



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 2nd day of December, 2021 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Clarke & Co., Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Work etc.
- c. Solicitation Documents for the Project; as **Las Colonias River Park Re-Vegetation & Irrigation Project;**
- d. Notice of Award

- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **One Hundred Ninety Four Thousand Two Hundred Fifty and 42/100 Dollars (\$194,250.42)**. 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: Kassy Hackett
F000F224BF00460...
Kassy Hackett, Buyer

12/2/2021
Date

Clarke & Co., Inc.

DocuSigned by:
By: Wacey Clarke - President, Clarke & Co., Inc
2F00E3AEE02D4F7...
Wacey Clarke - President, Clarke & Co., Inc
President

12/2/2021
Date



Purchasing Division

Invitation for Bid

IFB-4959-21-KH
Las Colonias River Park Re-Vegetation & Irrigation Project

Responses Due:

November 3, 2021 prior to 2:30 PM Local

Accepting Electronic Responses Only Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.bidnetdirect.com/colorado>

(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:

Kassy Hackett, Buyer

kassyh@gjcity.org

970-244-1546

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 successfully complete the Las Colonias River Park Re-Vegetation & Irrigation Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Kassy Hackett, Buyer
kassyh@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 October 19, 2021 at 11:00 AM. Meeting location shall be held at the City of Grand Junction 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 are more than 10-minutes late 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 proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. 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/501/Purchasing-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-4959-21-KH Las Colonias River Park Re-Vegetation & Irrigation Project on GoTo from your computer using the Chrome browser. <https://app.goto.com/meet/522320381>

You can also dial in using your phone.

Dial-In

(646) 749-3335

Access Code

522-320-381

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/501/Purchasing-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/501/Purchasing-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 anyone, 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 ensure 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.

- 2.19. OSHA Standards:** All bidders agree and warrant those 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.

- 2.20. 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.

- 2.21. 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.

2.22. 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.

2.23. Bid Bond: Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

2.24. 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.

2.25. 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.

- 2.26. 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.
- 2.27. 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 **\$350.00** 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.

- 2.28. 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.
- 2.29. 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.
- 2.30. 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.

- 2.31. 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.
- 2.32. 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.
- 2.33. 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.
- 2.34. 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 discovering 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,
- consider 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 projects. 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 Works project" is defined as:

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

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to install adequate irrigation along the River Park corridor for the purposes of establishing vegetative growth along the riparian corridor of the recently installed River Park at Las Colonias slough/channel. 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 goal of the River Park at Las Colonias Re-Vegetation & Irrigation Project is to re-establish the existing riparian plantings, as well as supplement with new native seeding, the approximate 6.5 acres north of the River Park at Las Colonias channel and south of the existing concrete River Front Trail. The Las Colonias Amphitheater encompasses the project at the west end, and the east end of the project terminates at the southeast end of Las Colonias Park, at the Las Colonias Boat Ramp. To accomplish this, a "quick coupler style" irrigation system will be installed that includes approximately 2,730 lineal feet of 6-inch PVC raw water line, 1,510 lineal feet of 4-inch raw water line, and portable impact rotor sprinkler heads. An application of new native seed mix, blended with organic fertilizer and biotic soil amendments will be added to all disturbed areas and areas to be covered by the new irrigation lines.

3.3. SPECIAL CONDITIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on October 19, 2021 at 11:00 AM. Meeting location shall be held at the City of Grand Junction 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 are more than 10-minutes late 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:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Brendan Hines, Project Engineer, who can be reached at (970) 256-4038. 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
Attn: Brendan Hines, Project Manager
333 West Avenue, BLDC C
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 **60 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 between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

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

- Mesa County Stormwater Permit.

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

- None

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

- AutoCAD drawings for survey stakeout.
- Previous Landscape and Irrigation construction plans from the River Park at Las Colonias project, which show the existing drip and bubbler irrigation system for the existing shrubs, trees and previously applied native seed mixture that has yet to germinate.

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. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.

3.3.18 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 testing on concrete.

The Contractor, at their own discretion, may elect to forgo the soils QC field testing (in-place soils density) for placement of Embankment and Aggregate Base Course. QA testing for these items will be performed by the City, and laboratory results for submittal purposes will be provided by the contractor. However, if a sufficient number of failed test results are observed by the City and/or it's 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 Riverfront Trail: During Construction, the concrete riverfront trail, as well as the soft decomposed granite trail will be closed between the butterfly pond on the east, and the Las Colonias Amphitheater at the west extents of the project area.

The Contractor shall provide detour signage to route all riverfront trail traffic, in both east and west directions, north around the construction area, by way of Riverfront Drive, to the existing concrete multi-purpose trail just south of Riverside Parkway. Trail users can re-connect to the concrete riverfront trail on the west end by way of the

north-south trail connection on the west of the Las Colonias Amphitheater, or just south of the Edgewater Brewery. Trail users can re-connect to the concrete riverfront trail on the east end by way of the north-south trail connection south of the butterfly pond, or by way of Las Colonias Landing.

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

- Project Schedule

3.3.22 Uranium Mill Tailings: Radioactive mill tailings are not anticipated to be encountered on this Project. However, if encountered the Contractor shall adhere to the Uranium Mill Tailings Management Plan throughout all phases of construction.

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

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

3.3.25 Existing Utilities and Structures: Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans are 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.

The site currently has an existing irrigation system that provides water to the existing trees and shrubs on both the north and south sides of the existing decomposed granite trail. The system is composed of an existing 2-inch PVC trunk line, installed just on the north side, and runs parallel (east-west) to the decomposed granite trail. From the 2-inch PVC line, a smaller 1-inch poly line crosses to the south side of the granite trail in approximately 6 locations, providing water to the shrubs and trees between the granite trail, and the existing Las Colonias River Park slough. It is anticipated that the Contractor will encounter the existing system and must exercise caution to avoid damaging the system as much as practicable. If the existing system is encountered, or damaged, the Contractor must immediately notify City Parks staff, or the City Project Engineer for directions. See Appendix E for the aforementioned existing irrigation plans.

3.3.26 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.

3.3.27 Survey: The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey data. This data is for existing conditions and does not include the required construction surveying that is the responsibility of the Contractor to provide.

The cost for any survey necessary for the completion of the project will be considered incidental to the work and will not be paid for separately.

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

- The City shall prepare the seed bed prior to seeding by the Contractor. Contractor is to coordinate with the City Project Engineer for seed bed preparation schedule.

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

- The City will provide the Tap / Connection to the existing 12-inch raw water irrigation source.
- The City will provide seed bed preparation for all areas proposed to receive seeding.
- The City will provide complete sprinkler head assemblies, and quick coupler keys.

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

3.3.31 ACI Concrete and Flatwork Finisher and Technician: Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

3.4. SCOPE OF WORK: (Refer to Plan Set)

3.5. Attachments:

Appendix A: Project Submittal Form

Appendix B: Project Special Provisions

Appendix C: Irrigation and Landscaping Specifications

[Appendix D: Construction Drawings \(Link\)](#)

[Appendix E: Las Colonias River Park existing irrigation plans \(Link\)](#)

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

- Manufacturer's Certificate of Authorizing for Contractor

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	October 11, 2021
Mandatory Pre-Bid Meeting	October 19, 2021
Inquiry deadline, no questions after this date	October 25, 2021
Addendum Posted	October 27, 2021
Submittal deadline for proposals	November 3, 2021
City Council Approval	N/A
Notice of Award & Contract execution	November 8, 2021
Bonding & Insurance Cert due	November 10, 2021
Preconstruction meeting	TBD
Work begins no later than	Upon Receipt of Notice to Proceed

Final Completion	60 Calendar Days From Notice to Proceed
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Holidays:	Nov. 11, 2021 (Veteran's Day) Nov. 25, 2021 (Thanksgiving) Nov. 26, 2021 (Black Friday)
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4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4959-21-KH "Las Colonias River Park Re-Vegetation & Irrigation 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 consider 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: _____

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.

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
2	626	Construction Surveying	1.	Lump Sum	\$ _____	\$ _____
3	620	Sanitary Facility	1.	EA	\$ _____	\$ _____
4	208	Stabilized Construction Entrance	2.	EA	\$ _____	\$ _____
5	208	Erosion Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
6		Potholing (See Plan Set for assumed locations)	1.	Lump Sum	\$ _____	\$ _____
7	203	Earthwork (Excavation & Embankment)	410.	CY	\$ _____	\$ _____
8	RAW 108.2	4" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	1,510.	LF	\$ _____	\$ _____
9	RAW 108.2	6" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	2,730.	LF	\$ _____	\$ _____
10	RAW 108.3	Raw Water - 4" x 4" x 4" Tee (MJ Fittings) (Includes thrust blocking)	6.	EA	\$ _____	\$ _____
11	RAW 108.3	Raw Water - 6" x 6" x 4" Tee (MJ Fittings) (Includes thrust blocking)	4.	EA	\$ _____	\$ _____
12	RAW 108.3	Raw Water - 6" x 6" x 6" Tee (MJ Fittings) (Includes thrust blocking)	1.	EA	\$ _____	\$ _____
13	RAW 108.3	Raw Water - 4", 11.25° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
14	RAW 108.3	Raw Water - 4", 22.5° Elbow (MJ Fittings)	2.	EA	\$ _____	\$ _____
15	RAW 108.3	Raw Water - 4", 45° Elbow (MJ Fittings)	2.	EA	\$ _____	\$ _____
16	RAW 108.3	Raw Water - 4", 90° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
17	RAW 108.3	Raw Water - 6", 11.25° Elbow (MJ Fittings)	13.	EA	\$ _____	\$ _____
18	RAW 108.3	Raw Water - 6", 22.5° Elbow (MJ Fittings)	6.	EA	\$ _____	\$ _____
19	RAW 108.3	Raw Water - 6", 45° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
20	RAW 108.3	Raw Water - 4" End Cap/Plug	9.	EA	\$ _____	\$ _____
21	RAW 108.3	Raw Water - 6" End Cap/Plug	2.	EA	\$ _____	\$ _____
22	RAW 108.3	Raw Water - 4" Megalug / 4" Trans Gasket / 4" M.J. Bolt Kit	51.	EA	\$ _____	\$ _____
23	RAW 108.3	Raw Water - 6" Megalug / 6" Trans Gasket / 6" M.J. Bolt Kit	54.	EA	\$ _____	\$ _____
24	RAW 108.3	Raw Water - 4" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	4.	EA	\$ _____	\$ _____
25	RAW 108.3	Raw Water - 6" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	1.	EA	\$ _____	\$ _____

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	RAW 108.3	Tapping Saddles (DIP) (4"x2" IPS HARCO) (or approved equal)	26.	EA	\$ _____	\$ _____
27	RAW 108.3	Tapping Saddles (DIP) (6"x2" IPS HARCO) (or approved equal)	43.	EA	\$ _____	\$ _____
28	RAW 108.3	Quick Coupler Valve with 6" Round Valve Box (See Plan Details for preferred product info)	69.	EA	\$ _____	\$ _____
29	RAW 108.3	Swing Joint Assembly Complete (See Plan Details) (Includes No. 4 Rebar, 24" at each Assembly)	69.	EA	\$ _____	\$ _____
30	ELEC	Irrigation 2-WIRE (to be installed along top of 6" pipe)(Direct Bury)	2,730.	LF	\$ _____	\$ _____
31	Landscaping	Seeding PHASE 1 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed mix)	3.	ACRE	\$ _____	\$ _____
32	Landscaping	Seeding PHASE 2 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed mix)	3.47	ACRE	\$ _____	\$ _____
33	Landscaping	10-ft wide Granite Fines Trail Repair (Assume 24" wide trench)	120.	SF	\$ _____	\$ _____
34	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>8,538.00</u>

Bid Amount: \$ _____

Bid Amount:

_____ dollars

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
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Contractor Name:
Contractor Address:
Contractor Phone #:

Appendix A

Project Submittal Form

PROJECT SUBMITTAL FORM

PROJECT: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

CONTRACTOR: _____

PROJECT MANAGER: Brendan Hines

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

GENERAL PROJECT ITEMS

Stabilized Construction Entrance				
Erosion Control (Complete in Place)				
Traffic Control (Complete in Place)				

RAW WATER CONSTRUCTION

6" C-200 PVC (SDR21)				
4" C-200 PVC (SDR21)				
6" MJ Fittings				
4" MJ Fittings				
6" End Cap/Plug				
4" End Cap/Plug				
6" Megalug / 6" Trans Gasket / 6" MJ Bolt Kit				
4" Megalug / 4" Trans Gasket / 4" MJ Bolt Kit				
6" Isolation/Gate Valve & 10" Valve Box				
4" Isolation/Gate Valve & 10" Valve Box				
Tapping Saddle (DIP) (6"x2" IPS HARCO)				
Tapping Saddle (DIP) (4"x2" IPS HARCO)				
Quick Coupler Valve with 6" Round Valve Box				

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
Swing Joint Assembly Complete				
Irrigation 2-WIRE				
Native Seeding (includes native seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch)				

Appendix B

Project Special Provisions

PROJECT SPECIAL PROVISIONS

GENERAL:

The descriptions of the pay items listed in the 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 Bid Schedule.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

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

SP-1 SECTION 103 – REMOVALS, EXCAVATION, BACKFILL AND RESTORATION:

Add the following:

103.4 Bracing and Sheeting of Trenches

Add the following:

Trench wall support will be required when installing all new pipeline included in this project. The Contractor shall provide trench boxes, sheet piles and bracing, or other approved method of supporting trench walls that will limit the top width of any trench to a maximum of six (6) feet. Payment for trench bracing by the Contractors chosen method shall be included in the lineal foot pipe price for all pipe installed in this contract. Bracing required for manhole installation shall be included in the price of the manhole.

103.10 Cutoff Walls.

Add the following:

The cost of installing cutoff walls shall be incidental to the cost of pipe installation.

103.16 Earth Backfill Material (Imported Trench Backfill).

Add the following:

Material excavated on site shall not be used in the trench backfill if determined to be unsuitable by the Engineer or his representative. The excavated material shall **NOT** be hauled off, rather stockpiled on site in designated location approved by the Project Engineer. Imported Trench Backfill shall be pitrun or other approved material meeting the requirements of Section 103.16. During placement of imported backfill over the initial backfill material (Type A) that extends to 6 inches above the top of the

pipe, the Contractor shall not place any rocks over 4 inches in diameter within the first 12 inches above the initial backfill material to protect the pipe from damage.

SP-2 SECTION 203 – EXCAVATION AND EMBANKMENT

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsections 203.1 General, shall include the following:

Excavated material generated during construction phases such as, but not limited to utility installation, and any other work that is deemed suitable for embankment shall be placed per plan at identified fill areas, or areas approved by the Project Engineer or Owner's representative. Stockpiled material on site shall be included as part of said work. Material shall be screened onsite as necessary to ensure a maximum partial dimension no greater than 8" and all embankment material be free of trash and organic materials. Aggregate generated from screening processes from said work shall be stockpiled.

The material that classify as cohesive materials per ASTM shall be placed in maximum 9-Inch loose lifts, moisture conditioned, and compacted at a minimum of 95% of the standard Proctor maximum dry density, within +/-2% of optimum moisture content as determined by ASTM D-698 or 95% of the modified Proctor ASTM D-1557 for materials that classify non-cohesive.

203.14 Basis of Payment.

Add the following:

Payment for work shall be made under Excavation and Embankment and will be measured by cubic yard of placed and compacted material per plan. Unsuitable material generated from utility construction will not be measured or paid for separately and shall be stockpiled on site in designated area.

Pay Item	Pay Unit
Excavation and Embankment	CY

SP-3 SECTION 202- REMOVAL OF STRUCTURES AND OBSTRUCTIONS:

Section 202 of the Standard Specifications for Road and Bridge Construction is hereby revised for this Project as follows:

Subsection 202.07, shall include the following:

Excess Material. Excavated material generated on site shall remain on site and is to be stockpiled in designated area(s). Materials may only leave the site when directed by the City of Grand Junction.

SP-4 GRANITE FINES TRAIL:

A. The measurement for payment for this item will be the actual number of linear feet of granite fines trail placed in accordance with the Drawings and Specifications or as otherwise directed by the Engineer. The unit price will include all of the Contractor's costs. Contractor to provide field coordination with ENGINEER for placement and construction of the trail. This Bid item includes, but is not limited to:

- 1) Furnishing, transporting, placing and compacting all granite fines.
- 2) Excavating, backfilling, subgrade preparation, and general shaping as required.
- 3) Removing and disposing excavated material and debris.
- 4) Providing all other related and necessary labor, equipment, and materials to complete the Work.

B. Payment will be based on units completed and accepted:

Pay Item	Pay Unit
Granite Fines Trail Repair	SY

SP-5 MISCELLANEOUS EQUIPMENT HOURS:

A. The measurement for payment for this item will be the actual number of hydraulic excavator (20,000 lb. equipment or less) hours spent ONLY AS APPROVED by the ENGINEER. The unit price will include all of the CONTRACTOR'S costs. This BID item will be only at the direction of the ENGINEER. This BID item includes, but is not limited to:

- 1) Extra excavating, bankwork, and unsuitable trench spoils haul-off.
- 2) Placement and handling of rock as directed by the Engineer.
- 3) Providing all other related and necessary labor, equipment, and materials to complete the Work.

B. Payment will be based on units completed and accepted.

Pay Item	Pay Unit
Excavation and Embankment	CY

SP-6 IRRIGATION 2-WIRE:

A. The measurement for payment for this item will be linear feet price for the complete placement of irrigation 2-wire to be placed on the crown of the 6-inch PVC irrigation line, similar to tracing wire. The linear feet will include all of the Contractor's costs. This Bid item includes, but is not limited to:

- 1) Protection of equipment
- 2) As-built location of wire
- 3) Providing all other related and necessary labor, equipment, and materials to complete the work

B. Payment will be based on units completed and accepted

- 1) Irrigation 2-WIRE – Linear Feet

SP-7 NATIVE SEEDING (PHASE 1-2):

A. The native seed mix shall be applied via hydroseeding in two different phases and shall receive two separate applications. The first application, covering both phased areas shall occur in the spring of 2022, and the second shall occur in the Fall of 2022. They hydroseeding shall include the native seed mix, rich lawn fertilizer and biotic earth soil amendment. The measurement for payment for this item will be the actual number of acres completed in place and measured. The unit price will include all of the Contractor's costs. This Bid item includes, but is not limited to:

- 1) Furnishing, transporting, and uniform placement of seed mix in hydraulic slurry according to plans.
- 2) Double drill rate for broadcast seeding
- 3) Hydroseeding to include Native Seed Mix, rich lawn fertilizer, and biotic earth soil amendment.
- 4) Coordination and sequencing for project access
- 5) Hydraulic application of amendments with seed mix per plan

B. Payment will be based on units completed and accepted

- 1) Native Seeding Phase I – Acre
- 2) Native Seeding Phase 2 – Acre

SP-8 HYDROMULCHING:

A. The hydromulching application will cover the same area as the hydroseeding. The hydromulching shall be applied as a separate application, after the hydroseeding has been placed. The measurement for payment for this item will be the actual number of acres completed in place and measured. The unit price will include all of the Contractor's costs. This Bid item includes, but is not limited to:

- 1) Furnishing, transporting, and uniform placement of hydromulch per plan
- 2) Proving water for all hydraulic applications
- 3) Coordination and sequencing for project access

B. Payment will be based on units completed and accepted

- 1) Included in the Native Seeding for each phase – Acre

Appendix C

Irrigation and Landscape Specifications

Irrigation Specifications

1. General

Scope of Landscape Irrigation Work

Furnish all labor, equipment, appliances, materials and perform all operations required to complete irrigation system installation and other work as shown on the applicable drawings and as specified herein, guarantee, and meet conditions of this Contract.

Job Supervision - Irrigation

All work specified herein shall be performed under the direct supervision of a superintendent thoroughly familiar with the work of this Section and who shall be at the Project site for the duration of the work of this Section.

Job Conditions and Provisions - Irrigation

No irrigation system construction shall take place during freezing or wet weather or when temperatures are less than 40 degrees Fahrenheit, and no trenches shall be backfilled with frozen material. Installation of the system shall not take place until all earthwork has been substantially completed, compacted. Errors, conflicts or omissions from the Drawings or Specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings or Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details or work, but they shall be performed as if fully and clearly set forth and described in the Drawings and Specifications.

Substitute Products

Requests for substitution of products named in this section must be approved by the Owner's Representative one week prior to bid opening.

Tolerances

Depths of mains shall be twenty-four inches (24") to top of pipe, including laterals and pitch of pipes as specified shall be minimums. Coverage achieved on site shall be guaranteed according to plan; any un-watered areas due to poor placement of or insufficient heads shall be corrected by the Contractor.

Layout of Lines & Levels

Before any installation operations are started, the site shall be completely staked out for the work of this Section by the Contractor. Pipes are not to be installed through tree root ball locations. All mains and valve locations shall be staked out for approval before installation by the Owners Representative.

2. Products

Isolation Gate Valve

Isolation valves (4") are to be 4" Mueller A-2361 Resilient Wedge Gate Valve or approved equal.

Isolation Gate Valve

Isolation valves (6") are to be 6" Mueller A-2361 Resilient Wedge Gate Valve or approved equal.

Quick Coupler Valves

1-inch quick coupler valves are to be Rainbird model No. 5-LRC-BSP, 5 ½-inch height, one piece body & BSP threaded, with SnapLok installation, or approved equal. Quick Coupler cap shall be 1" RB QCV Rubber Cover, 1 piece. Quick coupler cap to be set 1-inch below valve box cover, utilizing swing joint assembly.

Swing Joint Assembly

Swing Joint assembly to be Lasco Swing Joint Model No. G13S-218. Assembly to include 1" Schule 40 PVC 90-degree elbow SXF 407-010SR; Harco DIP Saddle IPSxFIP; 2"x1" Sch. 40 PVC Bushing MXF 439-249; and 1"x12" Sch. 80 PVC Nipple Toe pipe. Schedule 80 PVC pipe to be trimmed to length based on grade variation to set swing joint to 45 degrees, and to ensure quick coupler cap is set at 1" below valve box lid.

Valve Boxes

Valve box to be Rainbird Model No. V8-6RND or approved equal.

Irrigation Pipe – Main Pressure Line

Main Pressure Line pipe shall be 6" PVC Class 200 (SDR21) with mechanical joint fittings, as detailed, sized as shown on the plan.

Irrigation Pipe – Lateral Lines

Lateral pipe shall be 4" PVC Class 200 (SDR21) with mechanical joint fittings, as detailed, sized as shown on the plan.

Irrigation 2 wire Field Decoder

Field decoder shall be Rainbird FD-101TURF.

3. Materials

Irrigation Point of Connection (POC) – Raw Water Line

The Contractor shall tie into existing raw water line where shown on drawing. Contractor to coordinate with City of Grand Junction (Public Works) for tie-in. See specifications and details for appliances. The City may choose to make the POC in lieu of the Contractor.

Quick Coupler Valves

Quick coupler valves are to be installed on swing joint at location and grade

as indicated on drawings and as per details. Installation requires staking and tying quick coupler to stake. Drive stake to 4" below grade and tie with nylon tie.

Valve Boxes

Install valve box at locations shown on drawings. Extensions and adjustments shall be made to establish the valve box and cover flush with the final grade level, and provide 4" layer of washed gravel as sump.

Trench Excavation

Trenches shall be cut to true line and grade. Over-excavation of trenches for piping shall require compacted backfill to bring bottom of trench up to grade. Provide for surface drainage during construction. De-water all excavations immediately.

Trenching & Backfilling

Comply with earthwork specifications, see Civil specification as required.

Piping - General

Manufacturer's specifications covering installation of their material shall be followed. Underground lines up to 2" shall have minimum horizontal clearance of two inches of each other. No sprinkler line shall be stacked vertically in a common trench. Lines shall have minimum horizontal clearance of 12 inches from the lines of other trades and minimum 2 inches vertical clearance between lines crossing at 45 degrees to 90 degrees. When pipelaying is not in progress, or at end of each day, pipe ends shall be closed with tight plug or cap.

4. Warranty

As-Built Submittals

The Contractor shall submit an as-built or record plan upon completion of work showing precise location of isolation/gate valves, water mains, laterals, quick couplers, etc., and any changes in proposed locations of water mains, quick couplers, laterals, isolation/gate valves, etc., to the owner and their representative before final application for payment. Provide one reproducible and three prints.

Vandalism

Minor vandalism or other damage to the plantings or related work shall be the responsibility of the contractor until all work receives Final Acceptance. major vandalism or damage caused by others through no fault of the contractor or is subcontractors shall be immediately brought to the attention of the owners representative who will be the sole judge as to the extent of such damage. Major damage is typically any damage over \$500 worth of

materials and/or labor required to repair the damage. For the contractor to be awarded additional monies under the provisions of "extra work", stated in the general conditions, he shall have fully protected his work as specified herein. Any failure, however slight, of the contractor to have protected his work shall be grounds to nullify any request for additional remuneration.

Planting Specifications

1. General

Scope of Landscape Work

Include labor, equipment, material, incidentals, for the completion of planting, seating, and mulch work shown on the drawings, stated in the specifications, or otherwise required.

Planting Commencement

No planting work shall commence until the adjacent site improvements, drainage improvements, irrigation installation and finish grading has been completed. No heavy trucking or moving of equipment shall be permitted on newly completed sod or seeded areas. Further, the irrigation system shall have been tested in the presence of the operators representative and be in operating order prior to any planting, seeding or sodding.

Weather Restrictions

No lawn or planting work shall take place during inclement weather or when the ground conditions are, in the opinion of the owner's representative, not in a condition to be properly worked.

Irrigation & Establishment Restrictions

No seating or planting operations shall occur prior to April 15th nor later than September 30th.

Substitute Products

Request for substitution of products named in this section must be approved by the owner's representative one week prior to bid opening.

2. Products

Native Seed Mix

Contractor shall submit seed variety and mixture to the Project Engineer for approval. Quantity of bulk seed required to provide the specified PLS/1000 S.F. shall be calculated from purity and germination (as shown on sack tags) of the lot of seed actually purchased.

Hydromulch

Contractor shall submit variety and mixture to the Project Engineer for approval and must follow manufacturer recommendation for quantity and placement.

Fertilizer for Native Seed Mix.

Contractor shall submit variety and mixture to the Project Engineer for approval and must follow manufacturer recommendation for quantity and placement.

Biotic Soil Amendment

Contractor shall submit variety and mixture to the Project Engineer for approval and must follow manufacturer recommendation for quantity and placement.

3. Materials

Biotic Soil Amendment

50% ground well-aged cow or chicken manure, or ground sheep manure, 50% finely ground and aged wood chip, with a proven analysis to verify organic content, pH, electro-conductivity, nitrogen, potassium, and phosphorus content. A sample of the material will be supplied to the owners' representative with an analysis.

Hydromulch over Native Seeded area.

Following the application of the hydroseed of the native seed mix, hydromulch shall be applied at a rate consistent with manufacturer specifications. Contractor shall be responsible for the masking and or cleaning of all adjacent surfaces, including but not limited to: pavements, fencing, plant materials, buildings, utility appurtenances, and foundations.

Hydroseed Native Seed Mix

The native seed mix shall be the Buffalo Brand Foothills Mix, or approved equal. The mixture shall consist of 20% Western Wheatgrass, Arriba; 20% Streambank Wheatgrass, Sodar; 20% Annual Ryegrass, VNS; 15% Mountain Brome, Bromar; 15% Bluebunch Wheatgrass, Goldar; 10% Thickspike Wheatgrass, Critana. Contractor shall be responsible for the masking and or cleaning of all adjacent surfaces, including but not limited to: pavements, fencing, plant materials, buildings, utility appurtenances, and foundations.

Fertilizer for Native Seeded areas

Rich earth fertilizer shall be spread at the rate consistent with manufacturer specifications.

4. Warranty

Maintenance Period for Seeded Areas

The maintenance shall begin immediately after each area is seeded and continue for 30 days or until final acceptance, whichever is longer. During this time the contractor shall be responsible for re-fertilizing, re-seeding, and re-mulched as directed by the Project Engineer or owner's representative. After 30 days or until

final acceptance of the entire project (whichever is longer), maintenance shall become the responsibility of the owner.

Final Acceptance for Seeded Areas

The seeded area shall be accepted on the basis of having a uniform plant growth over the entire seeded area. Acceptable uniform plant growth shall be defined as when the scattered bare spots, not greater than (1) sq. ft., do not exceed (5%) of the irrigated seeded area. If determined deficient, the owner's representative will direct the contractor on what seeded areas need to be re-seeded or replaced at the final walkthrough.

Final Inspection and Acceptance

Inspection of the work to determine completion of contract, exclusive of a possible replacement of plants, will be made by the owner's representative at the conclusion of construction operations. The condition of all planting will be noted and a determination made by the owners representative weather maintenance shall continue in any part. Contractor will be notified of acceptance of the work or any deficiencies in the requirements for completion. Plants must be in excellent and vigorous condition prior to Final Acceptance.

Appendix D

Construction Drawings (Link)



INDEX OF SHEETS	
SHEET NO.	SHEET TITLE / DESCRIPTION
1	PROJECT COVER SHEET
2	STANDARD ABBREVIATIONS LEGENDS & SYMBOLS
	OVERALL PLAN & PLAN SHEET INDEX
4	IRRIGATION LINES - PLAN SHEET
5	IRRIGATION LINES - PLAN SHEET
6	IRRIGATION LINES - PLAN SHEET
	IRRIGATION LINES - PLAN SHEET
8	IRRIGATION LINES - PLAN SHEET
	CONSTRUCTION DETAILS
10	CONSTRUCTION DETAILS
11	PRODUCT INFORMATION & DETAILS

UTILITIES & AGENCIES

AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE, ZIP	VOICE-WORK	FAX NO.
CITY OF GRAND JUNCTION	BRENDAN HINES	PROJECT ENGINEER	PROJECT ENGINEER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 256-4038	(970) 256-4022
CITY OF GRAND JUNCTION	KURT CARSON	PROJECT MANAGER	SANITARY SEWER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 244-1543	(970) 256-4022
GRAND VALLEY IRRIGATION CO.	PHIL BERTRAND	MANAGER	IRRIGATION	688 26 RD	688 26 RD	GRAND JCT., CO 81506	(970) 242-2762	
SPECTRUM	JEFF VALDEZ	MANAGER	CABLE TV	2502 FORESIGHT CIRCLE	2502 FORESIGHT CIRCLE	GRAND JCT., CO 81504	(970) 245-8750	(970) 245-6803
CENTURYLINK	CHRIS JOHNSON	ENGINEER	TELEPHONE	2524 BLICHMANN AVE	2524 BLICHMANN AVE	GRAND JCT., CO 81504	(970) 244-4311	(970) 240-4349
UTE WATER	JUSTIN BATES	SUPERVISOR	WATER	PO BOX 460	2190 H 1/4 RD	GRAND JCT., CO 81502	(970) 242-7491	(970) 242-9189
XCEL	TILLMAN McSCHODER	UNIT MANAGER	ELECTRIC	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2695	(970) 244-2664
XCEL	BRIAN PADGETT	UNIT MANAGER	GAS	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2690	(970) 244-2656

811 NOTE: NOTIFY AFFECTED UTILITY VENDOR 48 HOURS PRIOR TO EXCAVATIONS THAT EXPOSE UTILITY LINES. SEE UTILITIES & AGENCIES FOR CONTACT INFORMATION ON THIS SHEET.



Know what's below.
Call before you dig.

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021

SEE DRAWING SET FOR SCALE INFORMATION.



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
PROJECT COVER SHEET**

ABBREVIATIONS

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

LEGEND

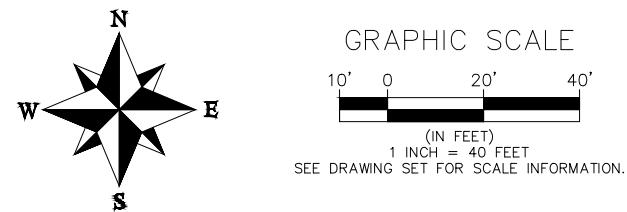
BSWMP DRAINAGE BASIN BOUNDARY	
BSWMP ANCHORED STRAW BALES	
BSWMP SILT FENCE	
BUILDING	
CONCRETE CURB AND GUTTER	
CONCRETE CURB, GUTTER, & SIDEWALK	
CONCRETE DITCH	
CONCRETE SIDEWALK	
CULVERT	
EARTH DITCH	
EDGE OF GRAVEL	
EDGE OF PAVEMENT	
FENCE (HT & MATL NOTED)	
GUARD RAIL	
HATCHING: INDICATES ASPHALT REMOVAL	
HATCHING: INDICATES CONCRETE REMOVAL	
HATCHING: INDICATES STAGING AREA	
LINE (CENTER OF IMPROVEMENTS)	
LINE (CITY LIMITS)	
LINE (CONTROL)	
LINE (EASEMENT)	
LINE (MONUMENT/SECTION)	
LINE (PROPERTY)	
LINE (RIGHT OF WAY)	
MATCH LINE	
PIPE (IRRIGATION PVC)	
PIPE (SIPHON)	
PROPOSED CONCRETE CURB AND GUTTER	
PROPOSED CONCRETE CURB, GUTTER, & SIDEWALK	
PROPOSED CONCRETE SIDEWALK	
PROPOSED "WET" UTILITIES (CONSTRUCTION NOTE WILL INDICATE TYPE, SIZE, AND MATERIAL OF NEW MAIN)	

ALL PROPOSED FEATURES NOT SHOWN IN LEGEND WILL BE SHOWN THE SAME AS THEIR EXISTING COUNTERPART, BUT INDICATED BY BOLDER LINETYPE

RAIL ROAD	
RETAINING WALL	
STRIPING (CONTINUOUS WHITE)	
STRIPING (DASHED WHITE)	
STRIPING (CONTINUOUS YELLOW)	
STRIPING (DASHED YELLOW)	
TOP OF SLOPE	
CONTOUR LINES (SHOWN BETWEEN TOP & TOE)	
TOE OF SLOPE	
TRAFFIC DETECTOR LOOP	
UTILITY LINE (ABANDON) (EXAMPLE: WATER LINE)	
UTILITY LINE (CABLE TV)	
UTILITY LINE (ELECTRIC)	
UTILITY LINE (FIBER OPTIC)	
UTILITY LINE (GAS)	
UTILITY LINE (HIGH VOLTAGE OVERHEAD POWER)	
UTILITY LINE (OVERHEAD POWER)	
UTILITY LINE (OVERHEAD TELEPHONE)	
UTILITY LINE (SANITARY SEWER)	
UTILITY LINE (SANITARY SEWER FORCE MAIN)	
UTILITY LINE (SANITARY SEWER SERVICE)	
UTILITY LINE (STORM SEWER)	
UTILITY LINE (STORM SEWER - PERFORATED)	
UTILITY LINE (STORM/SANITARY SEWER COMBINATION)	
UTILITY LINE (TELEPHONE)	
UTILITY LINE (WATER)	

S MBOLS

BENCH MARK	
CATCH BASIN	
CLEAN OUT	
CURB STOP	
FIRE HYDRANT	
GUY WIRE ANCHOR	
HEADGATE	
IRRIGATION PUMP	
MAILBOX	
MANHOLE (ELECTRIC)	
MANHOLE (GAS)	
MANHOLE (SANITARY/STORM)	
MANHOLE (TELEPHONE)	
MANHOLE (TV)	
MANHOLE (WATER)	
METER (GAS)	
METER (WATER)	
PEDESTAL (TELEPHONE)	
PEDESTAL (TV)	
PROPERTY PIN	
PULL BOX	
REDUCER FITTING	
SIGN OR POST (SIGN TYPE NOTED)	
SPRINKLER HEAD	
STREET LIGHT	
SURVEY MONUMENT (CITY)	
SURVEY MONUMENT (TYPE NOTED)	
TEST HOLE	
TRAFFIC PAINT MARKING	
TRAFFIC SIGNAL POLE AND MAST ARM	
UTILITY POLE	
VALVE (GAS)	
VALVE (IRRIGATION)	
VALVE (WATER)	
VEGETATION (HEDGE OR BUSH)	
VEGETATION (TREE STUMP)	
VEGETATION (TREE) (DIA. SIZE)	
WATER HYDRANT	
WEIR	
YARD LIGHT	
M.J. BEND (DEGREE)	
M.J. TEE	
QUICK COUPLING VALVE	
NEW IRRIGATION VALVE	
SPRINKLER HEAD RANGE (35' DIA.)	



REVISION	DESCRIPTION	DATE	DRAWN BY:	NCW	DATE:	09/2021
REVISION	DESCRIPTION	DATE	DESIGNED BY:	NCW	DATE:	09/2021
REVISION	DESCRIPTION	DATE	CHECKED BY:	BH	DATE:	09/2021
REVISION	DESCRIPTION	DATE	APPROVED BY:	BH	DATE:	09/2021

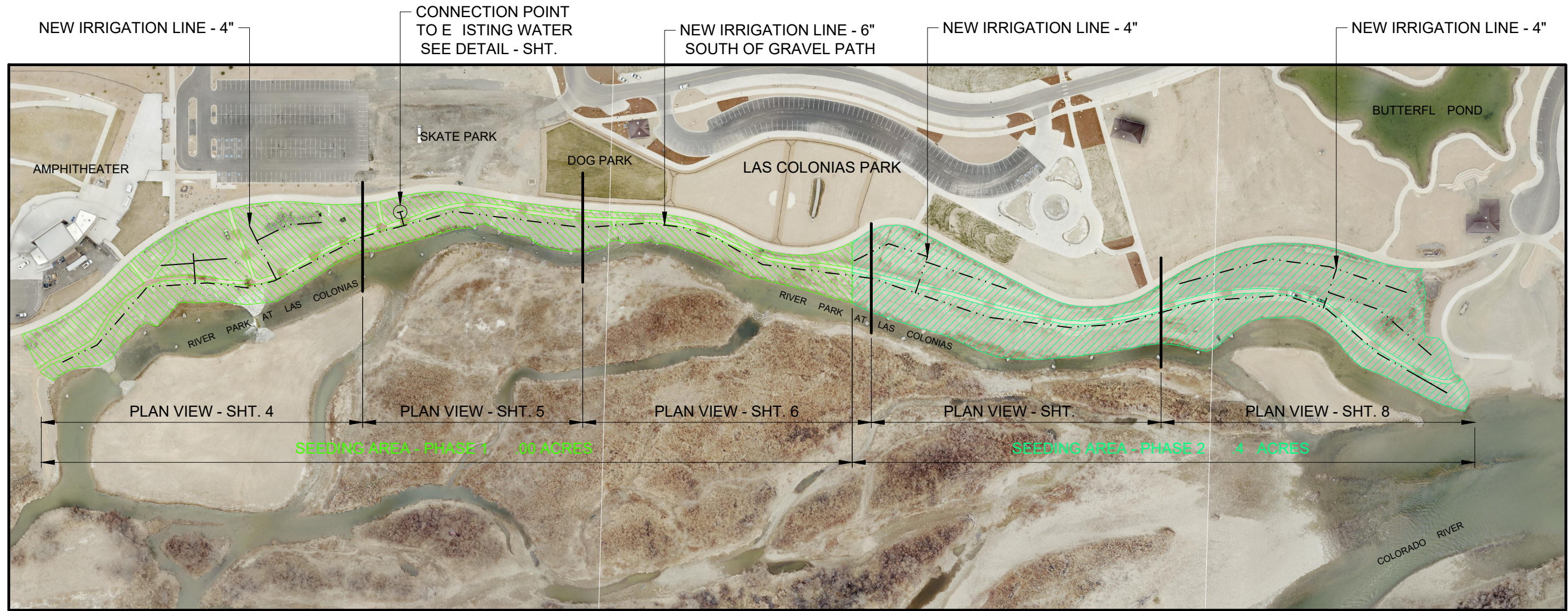
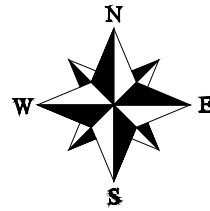
SEE DRAWING SET FOR SCALE INFORMATION.



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PROJECT NO. F2101

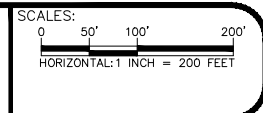
RIVER PARK AT LAS COLONIAS RE-VEGETATION & IRRIGATION STANDARD ABBREVIATIONS LEGENDS & SYMBOLS

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2	2		
3	3		
4	4		

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 CHECKED BY: BH DATE: 09/2021
 APPROVED BY: BH DATE: 09/2021



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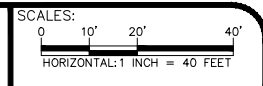
RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
OVERALL PLAN & SHEET INDEX



NOTE LEGEND - SHEET 4

- | | |
|--|--|
| ① 65 L.F. - 6" PVC IRRIGATION LINE
BEGIN - 22½ BEND | ⑧ 60 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END |
| ② 140 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 45 BEND | ○ 60 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END |
| ○ 110 L.F. - 6" PVC IRRIGATION LINE
45 BEND - 11¼ BEND | ⑩ 110 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - END |
| ④ 5 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND | ⑪ 65 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - 22½ BEND |
| ⑤ 50 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND | ⑫ 60 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END |
| ⑥ 180 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND MATCH LINE | ① CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF E . 12" PVC WATER LINE.
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE. |
| ○ 55 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - END | |

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 5

- ① 5 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 22½ BEND
- ② 5 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND MATCH LINE
- 25 L.F. - 6" PVC IRRIGATION LINE
6" 6" 6" TEE, 6" ISOLATION VALVE - TIE TO EXISTING
- ④ CONNECTION TO EXISTING 12" IRRIGATION LINE
SEE DETAIL - SHEET 11

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REV 1			NCW	09/2021
REV 2			NCW	09/2021
REV 3			BH	09/2021
REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 6

- ① 120 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 11¼ BEND
- ② 60 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- 5 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- ④ 0 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND MATCH LINE
- ⑤ 0 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND MATCH LINE
- ⑥ CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF E . 24" HDPE STORM LINE.
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE.

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**

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NOTE LEGEND - SHEET

- ① 225 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 11¼ BEND
- ② 150 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- 80 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - MATCH LINE
- ④ 0 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - 0 BEND
- ⑤ 155 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END
- ⑥ 5 L.F. - 4" PVC IRRIGATION LINE
0 BEND - 45 BEND
- 0 L.F. - 4" PVC IRRIGATION LINE
45 BEND - END

REVISION	REV	DESCRIPTION	DATE
REVISION	△ REV 1		DATE
REVISION	△ REV 2		DATE
REVISION	△ REV 3		DATE
REVISION	△ REV 4		DATE

DRAWN BY:	NCW	DATE:	09/2021
DESIGNED BY:	NCW	DATE:	09/2021
CHECKED BY:	BH	DATE:	09/2021
APPROVED BY:	BH	DATE:	09/2021

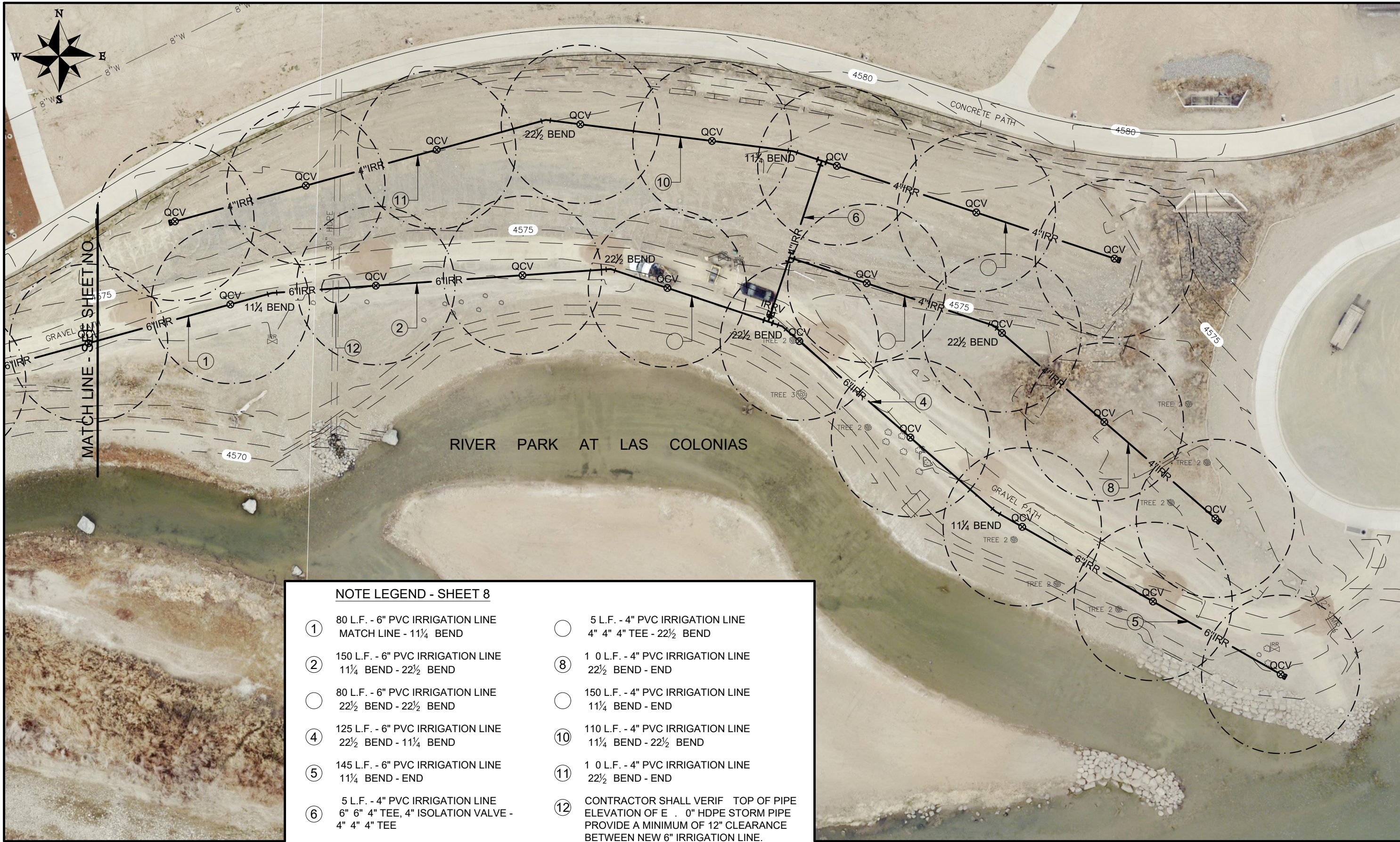
SCALES:

 HORIZONTAL: 1 INCH = 40 FEET



**PUBLIC WORKS
 ENGINEERING DIVISION**
 PROJECT NO. F2101

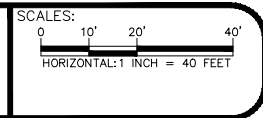
**RIVER PARK AT LAS COLONIAS
 RE-VEGETATION & IRRIGATION
 IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 8

- | | |
|--|--|
| <p>① 80 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE - 11¼ BEND</p> <p>② 150 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND</p> <p>○ 80 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 22½ BEND</p> <p>④ 125 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND</p> <p>⑤ 145 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - END</p> <p>⑥ 5 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE -
4" 4" 4" TEE</p> | <p>○ 5 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - 22½ BEND</p> <p>⑧ 10 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END</p> <p>○ 150 L.F. - 4" PVC IRRIGATION LINE
11¼ BEND - END</p> <p>⑩ 110 L.F. - 4" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND</p> <p>⑪ 10 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END</p> <p>⑫ CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF EXISTING 0" HDPE STORM PIPE
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE.</p> |
|--|--|

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



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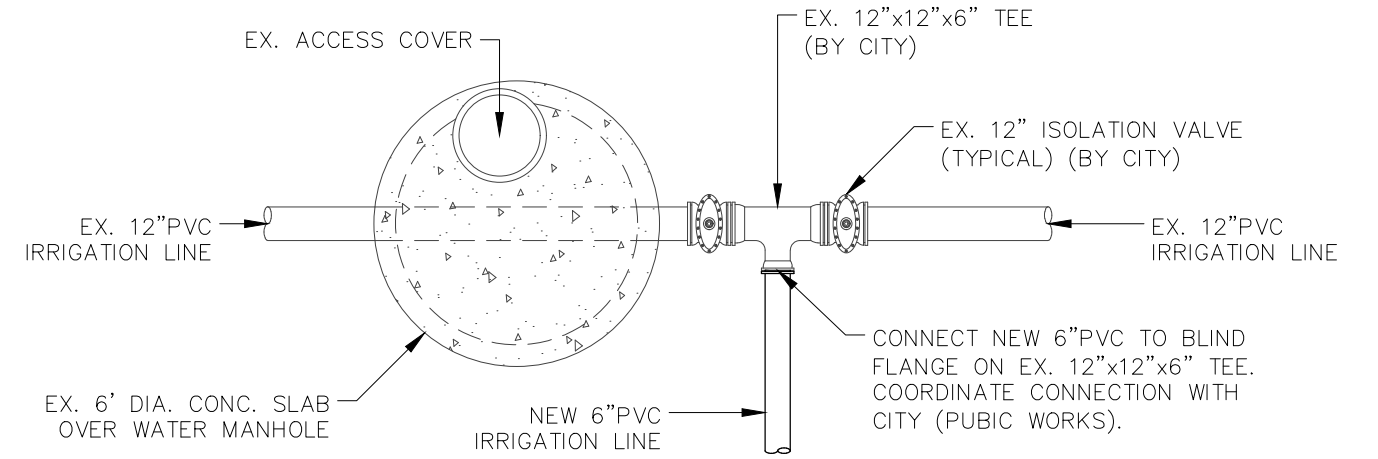
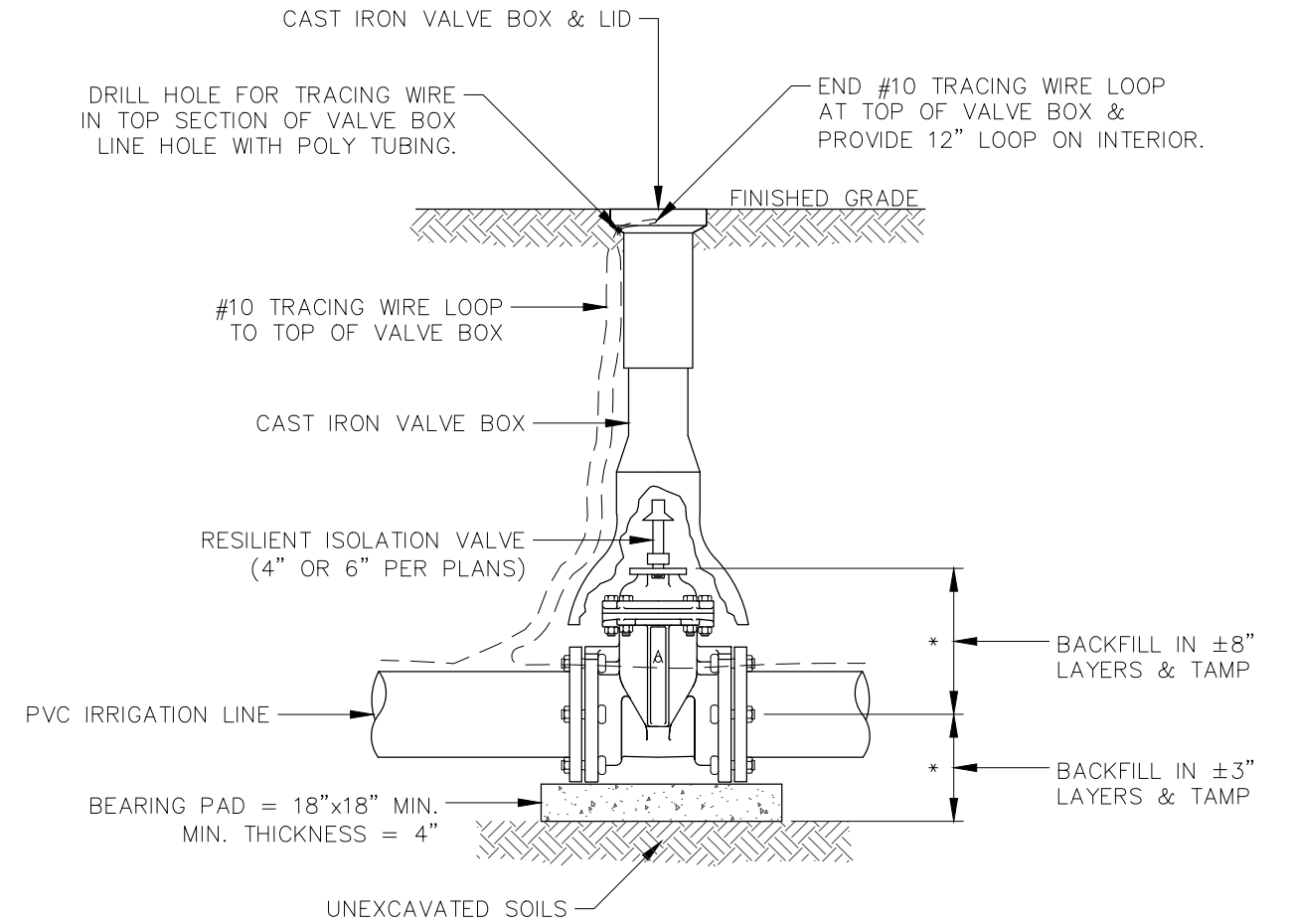
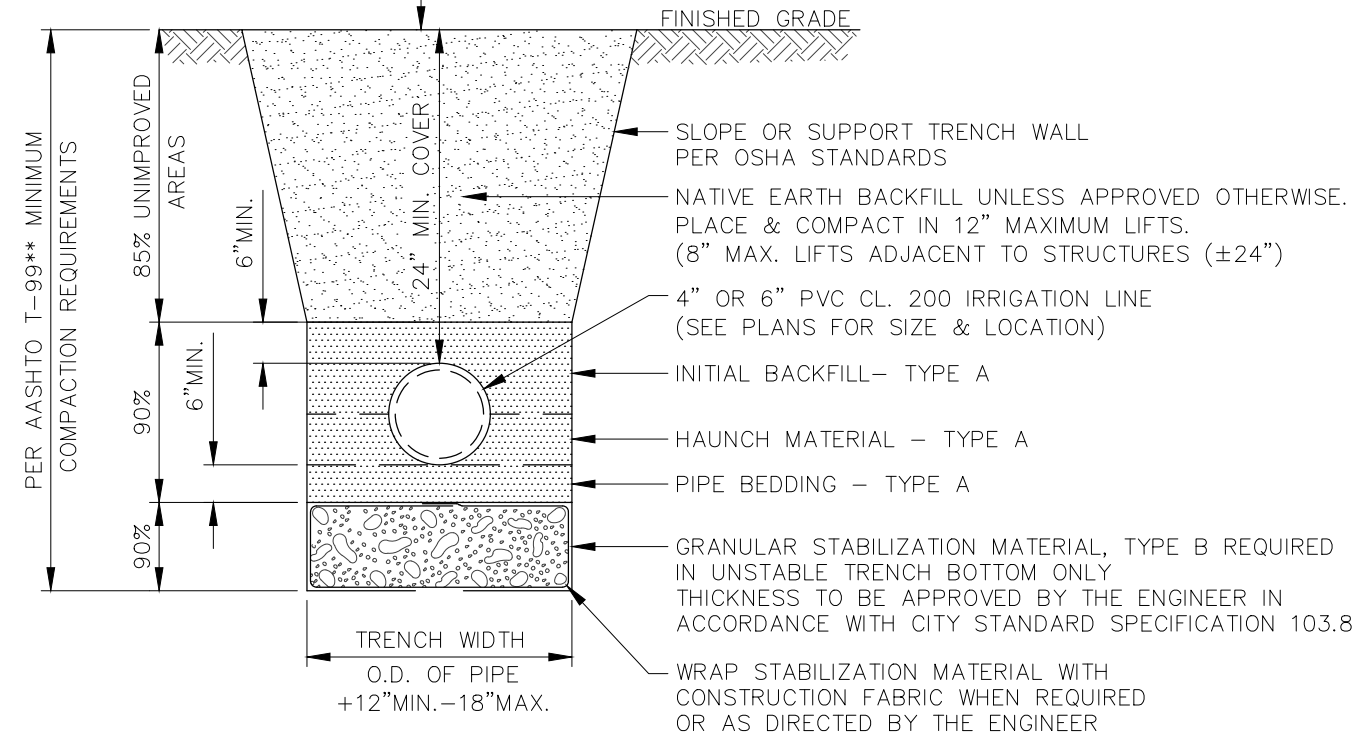
**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**

N:\Landproj\F2101 Las Colonias River Front Park Re-Vegetation & Irrigation\B0CAD\DESIGN\IRRIGATION PLAN SHEETS\F2101.dwg - PLOTTED 2021-09-08

BACKFILL NOTE:
ALL BACKFILL MATERIAL SHALL BE UNIFORMLY ADJUSTED TO WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT PRIOR TO PLACEMENT & COMPACTION.

SIEVE SIZE	MAXIMUM PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES		
	PIPE BEDDING, HAUNCH & INITIAL BACKFILL MATERIAL (CRUSHED ROCK-TYPE A)	GRANULAR STABILIZATION MATERIAL (SCREENED OR CRUSHED ROCK, TYPE B)	IMPORTED BACKFILL MATERIAL (USE ONLY WHERE SPECIFIED OR DIRECTED BY THE ENGINEER)
12 INCH	---	---	100
2 INCH	---	100	---
1 INCH	100	---	---
NO 4	---	15 MAX	---
NO 200	20 MAX	---	3% - 20%

RESTORE DISTURBED SURFACES TO EXISTING CONDITION & GRADE

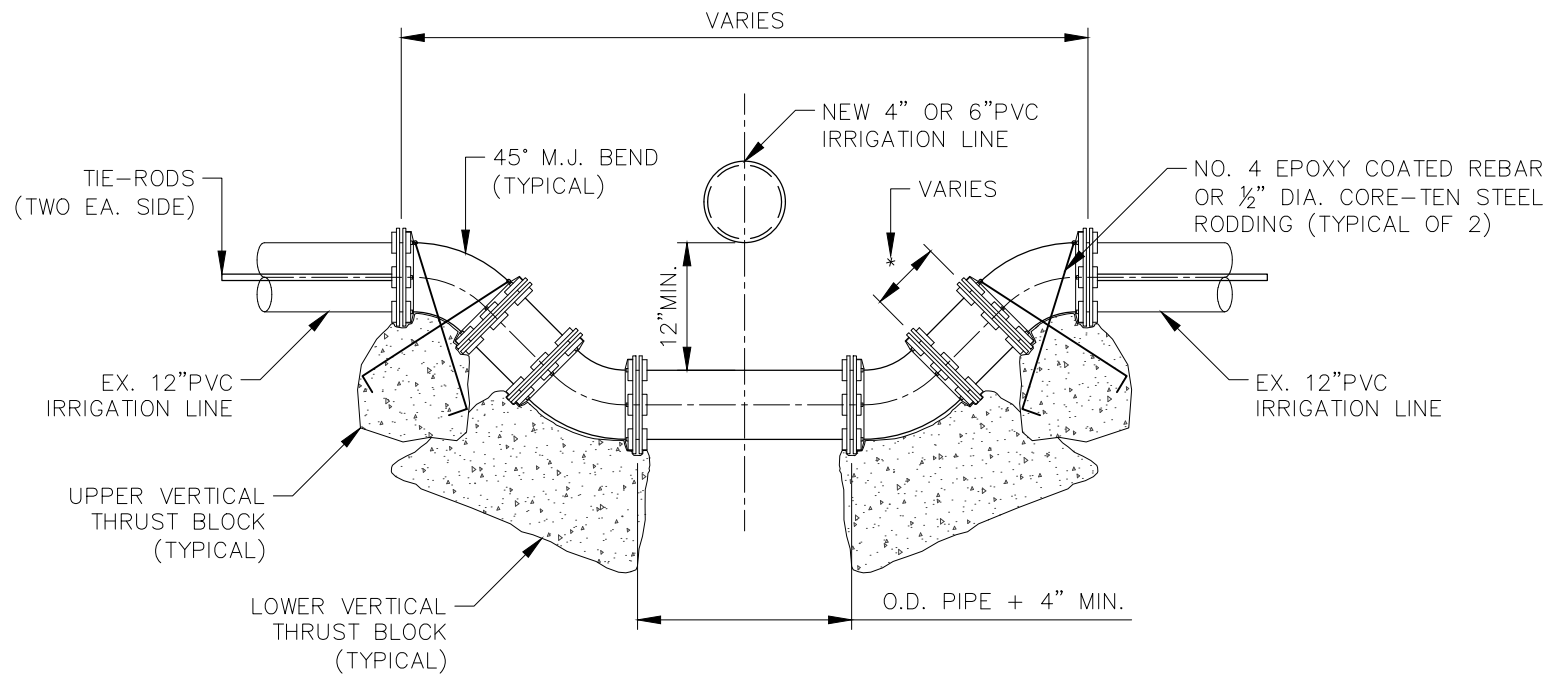


REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



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PROJECT NO. F2101

RIVER PARK AT LAS COLONIAS RE-VEGETATION & IRRIGATION CONSTRUCTION DETAILS

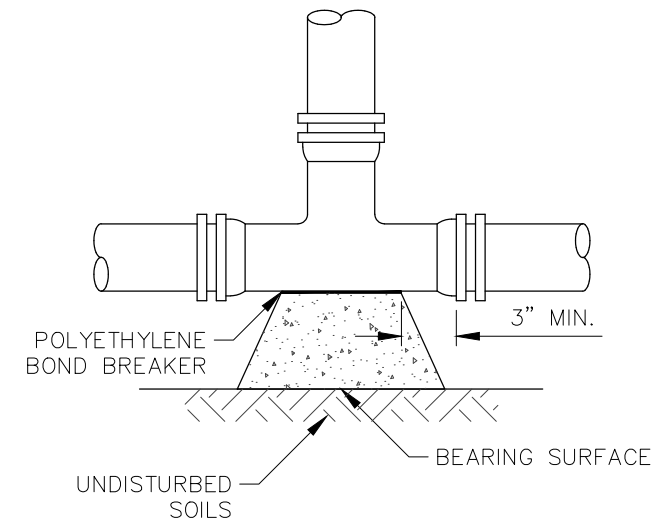


GENERAL NOTES:

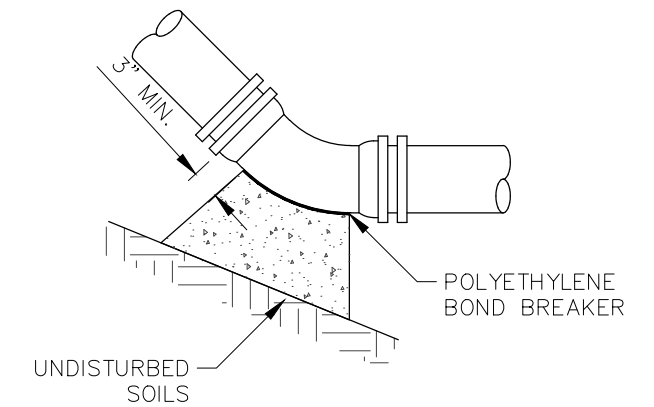
1. SIZING OF VERTICAL THRUST BLOCKS BY DESIGN ENGINEER.
2. RESTRAINING PIPE SHALL BE 3/4" TIE RODS WITH NUTS & WASHERS. TIE-RODS SHALL BE MADE OF "COR-TEN" STEEL PER ASTM A242. TWO (2) TIE-RODS WILL BE REQUIRED FOR PIPES 12" & SMALLER.
3. ALL METALLIC PIPE, FITTINGS & RELATED APPURTENANCES SHALL BE WRAPPED IN 8MIL POLYETHYLENE.
4. REQUIREMENTS FOR PIPE LARGER THAN 12" DIAMETER SHALL BE DETERMINED BY THE DESIGN ENGINEER.

WATER LINE CROSSING ADJUSTMENT

NOT TO SCALE

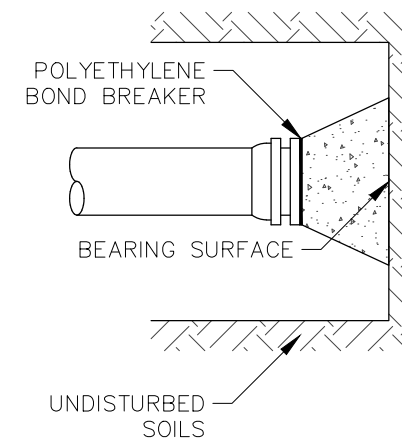


TEE

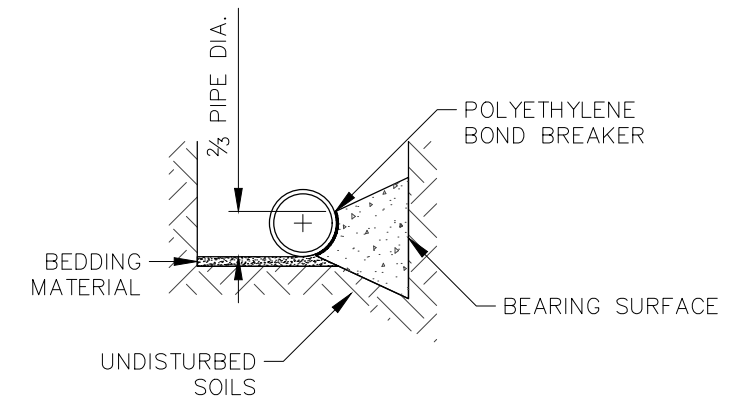


T PICAL BENDS

11 1/4 - 22 1/2 - 45 - 0



DEAD END



T PICAL CROSS-SECTION

GENERAL NOTES:

1. PIPE INSTALLED UNDER CONDITIONS DIFFERENT FROM THOSE NORMALLY ENCOUNTERED SHALL REQUIRE THRUST BLOCKS DESIGNED FOR THE CURRENT CONDITIONS.
2. THRUST BLOCKS ON PIPES LARGER THAN 12" IN DIAMETER SHALL BE DESIGNED FOR EXISTING CONDITIONS AT THE TIME OF INSTALLATION.
3. ALL THRUST BLOCKS SHALL BE A MINIMUM OF 3,000 PSI CONCRETE. PLACE 8 MIL POLYETHYLENE BOND BREAKER BETWEEN ALL FITTINGS & THRUST BLOCKS.
4. MECHANICAL RESTRAINTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY STANDARDS FOR CONSTRUCTION OF UNDERGROUND UTILITIES - SECTION 104.3d.

T PICAL THRUST BLOCK APPLICATIONS

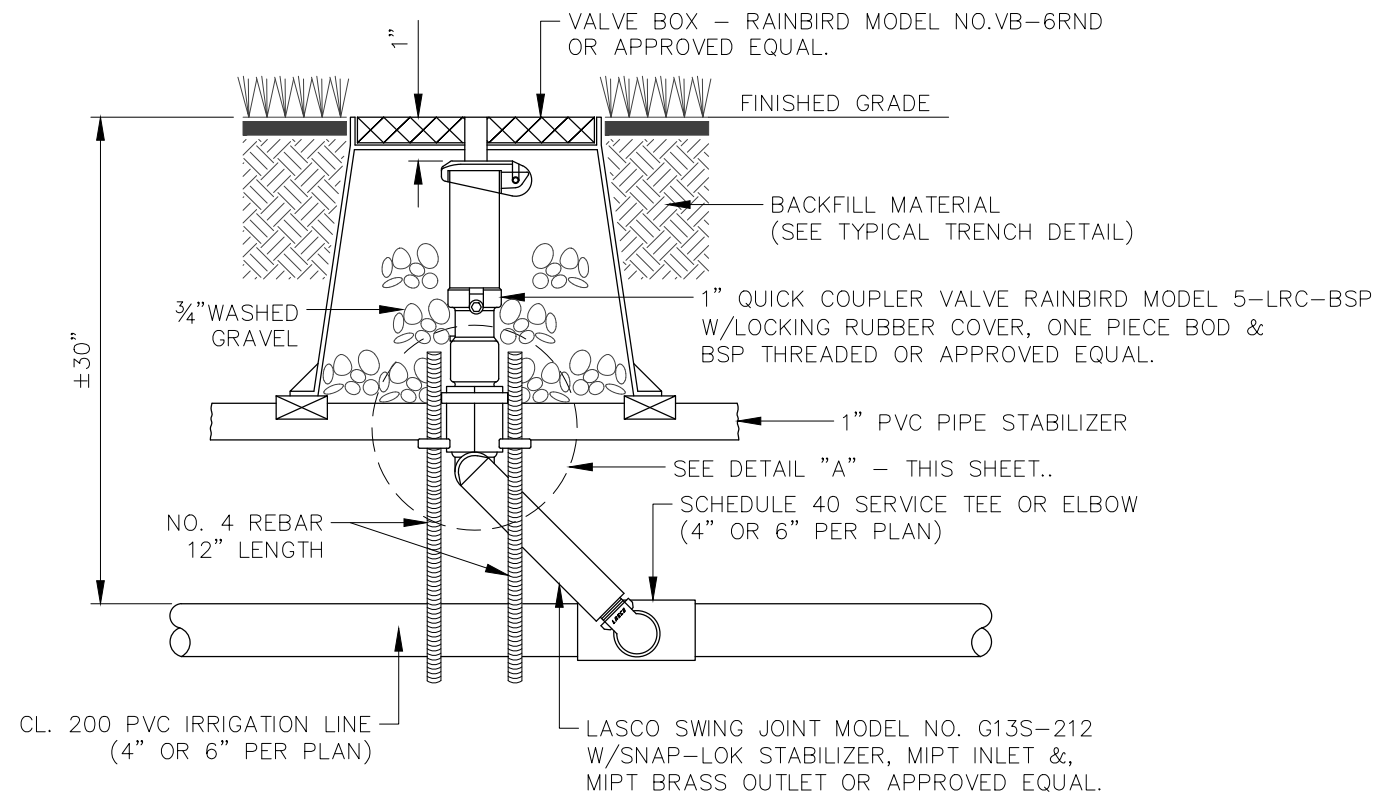
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**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
CONSTRUCTION DETAILS**

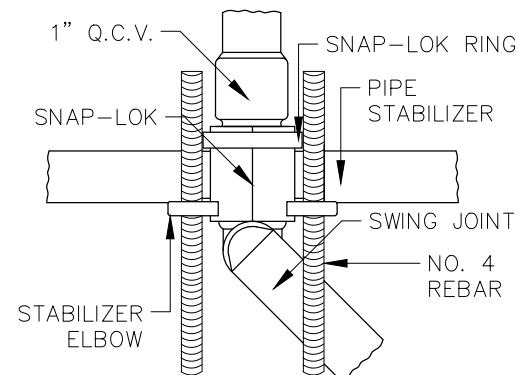
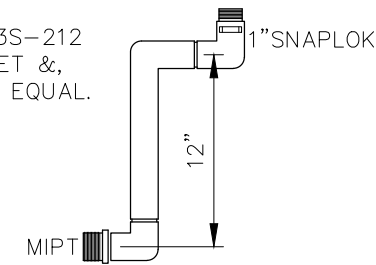


SWING JOINT CONNECTION AT QUICK-COUPLING VALVE

NOT TO SCALE

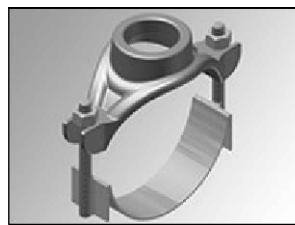
SWING JOINT SPECIFICATIONS:

- LASCO SWING JOINT MODEL NO. G13S-212 W/SNAP-LOK STABILIZER, MIPT INLET &, MIPT BRASS OUTLET OR APPROVED EQUAL.
- * 1" DIA. RIGID PVC TYPE 1
- + 12" LAY LENGTH
- * 1" INLET & OUTLET
- * 315 P.S.I. RATING OR APPROVED EQUAL.



DETAIL "A"

NOT TO SCALE



DUTILE IRON PIPE SADDLE

NOT TO SCALE

PIPE FITTING SPECIFICATIONS:

- HARCO IPS SADDLES (DUCTILE IRON)
- PART NO. 804804 (4"x2")
- PART NO. 806804 (6"x2")
- * 2" FEMALE NPT THREADS
- MATERIAL SPECIFICATIONS:
- * CASTING - DUCTILE IRON (ASTM A536)
- * GASKETS - VIRGIN SBR (ASTM F477)
- * STRAP (2"WIDTH) - STAINLESS STEEL (ASTM A240)
- * BOLTS, NUTS & WASHERS - STAINLESS STEEL (ASTM A420) OR APPROVED EQUAL.



QUICK-COUPLING VALVE

NOT TO SCALE

QUICK-COUPLING VALVE SPECIFICATIONS:

- RAINBIRD MODEL NO. 5-LRC-BSP - 5 1/2" HEIGHT
- * PRESSURE RATING = 5 TO 125 PSI
- * FLOW RATE = 10 TO 125 GPM
- * 1" BSP LOCKING RUBBER COVER
- * ONE PIECE BODY
- * BSP THREADED
- OR APPROVED EQUAL.

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REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

EDDY RIVER BANK IMPROVEMENTS
PRODUCT INFORMATION & DETAILS

Appendix E

River Park at Las Colonias
Existing Irrigation Plans
(Link)

GENERAL DESCRIPTION

THE IRRIGATION DESIGN INCLUDES A FULLY AUTOMATED DRIP IRRIGATION SYSTEM THAT IRRIGATES SHRUB BEDS.

THE WATER SOURCE IS A DEDICATED NON-POTABLE TAP. IT IS ASSUMED THAT PURPLE MARKINGS ARE NOT REQUIRED ON PIPE, VALVE BOX LIDS, TAGS, SPRINKLER TOPS, DRIP TUBING, ETC. PER DIRECTION OF GRAND JUNCTION NO BACKFLOW PREVENTION IS REQUIRED.

A STAND ALONE, TRADITIONALLY WIRED IRRIGATION CONTROLLER IS REQUIRED. DUE TO WIRE RUN LENGTHS, BOTH THE CONTROL AND COMMON WIRE ARE SIZED APPROPRIATELY. THE WIRE SIZING IS INDICATED ON THE PLANS.

ISOLATION GATE VALVES PERMIT THE ISOLATION OF SECTIONS OF THE SYSTEM FOR REPAIRS OR MAINTENANCE.

QUICK COUPLING VALVES HAVE BEEN PROVIDED THROUGHOUT THE SITE FOR WINTERIZATION PURPOSES.

AIR VACUUM RELIEF VALVES ARE REQUIRED TO PROTECT THE MAINLINE DURING START UP AND DRAINING.


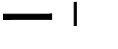


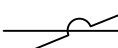








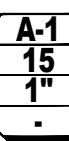

A GRAVITY DRAIN IS PROVIDED TO ASSIST WITH WINTERIZATION.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSTALL THE IRRIGATION SYSTEM IN ACCORDANCE WITH GRAND JUNCTION'S IRRIGATION GUIDELINES.

GENERAL NOTES

1. THE SYSTEM DESIGN ASSUMES A MINIMUM PRESSURE AND MAXIMUM FLOW DEMAND AS SHOWN ON THE PLANS FOR THE POINT-OF-CONNECTION (P.O.C.). THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PRESSURE AND FLOW ON SITE PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
2. READ THOROUGHLY AND BECOME FAMILIAR WITH GRAND JUNCTION IRRIGATION GUIDELINES FOR THIS AND RELATED WORK PRIOR TO CONSTRUCTION.
3. COORDINATE UTILITY LOCATES ("CALL BEFORE YOU DIG") OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
4. DO NOT PROCEED WITH THE INSTALLATION OF THE IRRIGATION SYSTEM WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING, OR IF DISCREPANCIES IN CONSTRUCTION DETAILS, LEGEND, NOTES, OR SPECIFICATIONS ARE DISCOVERED. BRING ALL SUCH OBSTRUCTIONS OR DISCREPANCIES TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
5. THE DRAWINGS ARE DIAGRAMMATIC. THEREFORE, THE FOLLOWING SHOULD BE NOTED:
 - A. IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE PLANTING AREAS FOR CLARITY. AVOID CONFLICTS BETWEEN THE IRRIGATION SYSTEM, PLANTING MATERIALS, AND ARCHITECTURAL FEATURES. INSTALL IRRIGATION PIPE AND WIRING IN LANDSCAPED AREAS WHEREVER POSSIBLE.
 - B. USE ONLY STANDARD TEES AND ELBOW FITTINGS. USE OF CROSS TYPE FITTINGS IS NOT PERMITTED.
6. PROVIDE THE FOLLOWING COMPONENTS TO THE OWNER PRIOR TO THE COMPLETION OF THE PROJECT:
 - A. TWO OPERATING KEYS FOR EACH TYPE OF MANUALLY OPERATED VALVE.
 - B. TWO OF EACH SERVICING WRENCH OR TOOL NEEDED FOR COMPLETE ACCESS, ADJUSTMENT, AND REPAIR OF ALL ROTARY SPRINKLERS.
7. SELECT NOZZLES FOR SPRINKLERS WITH ARCS WHICH PROVIDE COMPLETE AND UNIFORM COVERAGE WITH MINIMUM OVERSPRAY FOR THE SITE CONDITIONS. CAREFULLY ADJUST THE RADIUS OF THROW AND ARC OF EACH SPRINKLER TO PROVIDE THE BEST PERFORMANCE.
8. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION OF IRRIGATION SLEEVING. SLEEVES ARE TO BE INSTALLED FOR BOTH PIPING AND ELECTRICAL WIRING AT EACH HARDSCAPE CROSSING. COORDINATE INSTALLATION OF SLEEVING WITH OTHER TRADES. ANY PIPE OR WIRE WHICH PASSES BENEATH EXISTING HARDSCAPE WHERE SLEEVING WAS NOT INSTALLED REQUIRES HORIZONTAL BORING BY THE IRRIGATION CONTRACTOR.
9. CONNECT ELECTRICAL POWER TO THE IRRIGATION CONTROL SYSTEM IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE AND ALL APPLICABLE LOCAL ELECTRIC UTILITY CODES.
10. WITH REGARD TO PIPE SIZING, THE FOLLOWING SHOULD BE NOTED:
 - A. IF A SECTION OF UNSIZED PIPE IS LOCATED BETWEEN TWO IDENTICALLY SIZED SECTIONS, THE UNSIZED PIPE IS THE SAME NOMINAL SIZE AS THE TWO SIZED SECTIONS. THE UNSIZED PIPE SHOULD NOT BE CONFUSED WITH THE DEFAULT PIPE SIZE NOTED IN THE LEGEND.
11. INSTALL VAN NOZZLES WHERE SPRAY ANGLES ARE LESS OR GREATER THAN WHAT A FIXED SPRAY NOZZLE CAN IRRIGATE WITHOUT EXCESSIVE OVERSPRAY.

LEGEND

-  IRRIGATION CONTROLLER – RAIN BIRD LX OR EQUAL. INSTALL WITHIN LOCKING CABINET OR PEDESTAL (STRONG BOX OR EQUAL).
-  IRRIGATION WIRING – REFER TO PLAN
-  SLEEVING – CLASS 200 PVC
-  POINT-OF-CONNECTION (P.O.C.)
-  UNCONNECTED PIPE CROSSING
-  MAINLINE PIPE
*TYPE: CLASS 200 PVC
*REFER TO PLANS FOR SIZING CRITERIA
-  DRIP LATERAL PIPE – 3/4" POLYETHYLENE DRIP TUBING
*EMITTERS: RAIN BIRD XERI-BUG OR EQUAL
*FOR TREES, INSTALL A LOOPS OF DRIP TUBING WITH 4 EMITTERS PER TREE
-  QUICK COUPLING VALVE
*RAIN BIRD 5LRC OR EQUAL
-  ISOLATION GATE VALVE
*MODEL: NIBCO T113 K
*NOMINAL SIZE OF GATE VALVE TO MATCH NOMINAL MAINLINE SIZE
-  DRAIN VALVE
*REFER TO DETAIL
-  AIR VACUUM RELIEF VALVE
*MODEL: WATERMAN AV-150 (SIZE: 1.5-INCH) OR EQUAL
-  DRIP REMOTE CONTROL VALVE KIT
*(0.2-5 GPM): RAIN BIRD XCZ-075-PRF OR EQUAL
*(5.1-10 GPM): RAIN BIRD XCZ-100-PRF OR EQUAL
*BALL VALVE: SPEARS PVC COMPACT
-  DRIP FLUSH CAP
*RAIN BIRD COMPRESSION STYLE OR EQUAL
-  INDICATES CONTROLLER AND STATION NUMBER
INDICATES LATERAL DISCHARGE IN GPM
INDICATES REMOTE CONTROL VALVE SIZE IN INCHES
-  VALVE BOXES: RAIN BIRD PVB WITH GREEN LIDS OR EQUAL



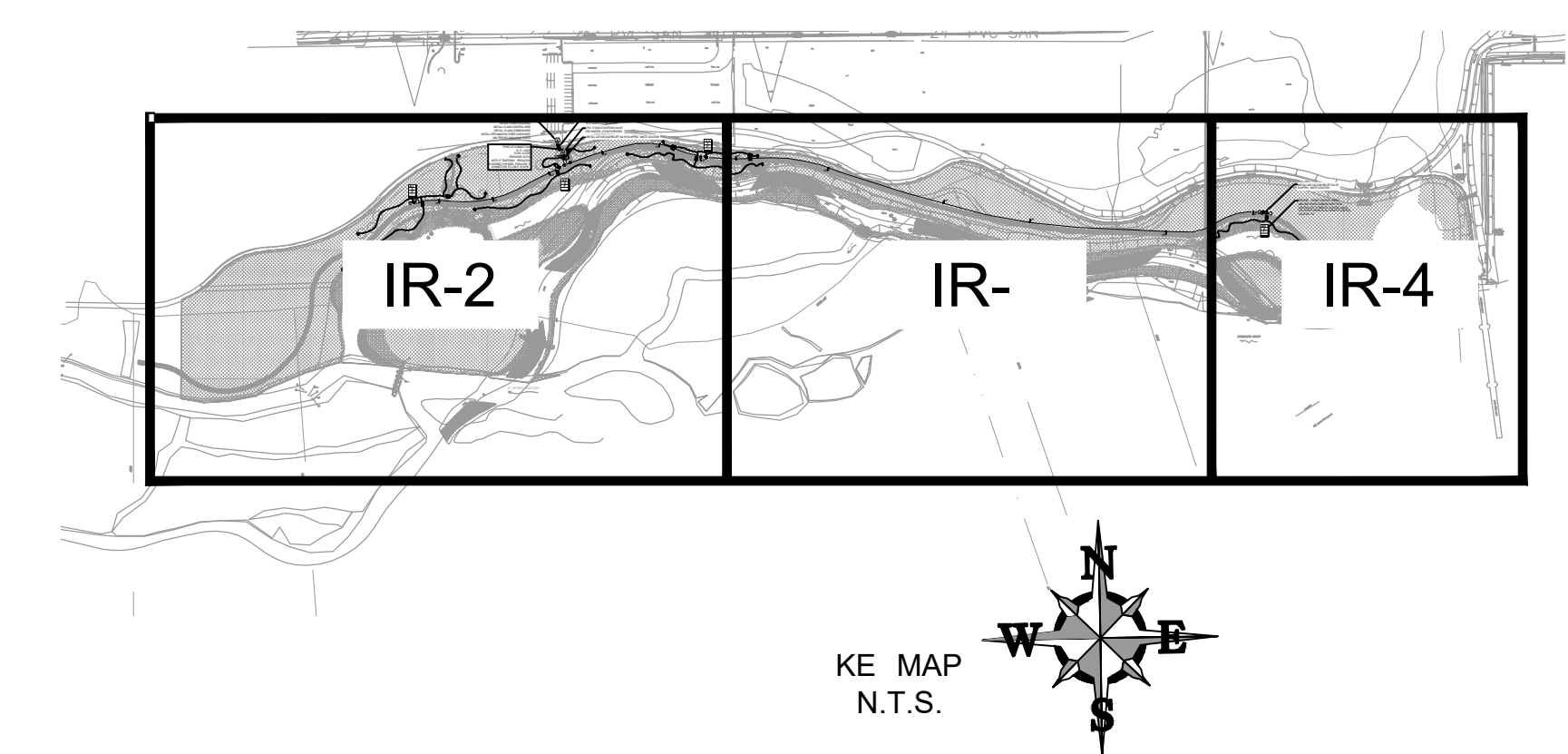
LAS COLONIAS RIVER PARK
IRRIGATION PLANS
GRAND JUNCTION, CO

IRRIGATION COVER SHEET

DATE	April 15, 2019
DESIGNED BY	JHK
DRAWN BY	JHK
CHECKED BY	CBK

REVISIONS

SHEET NO.
IR-1



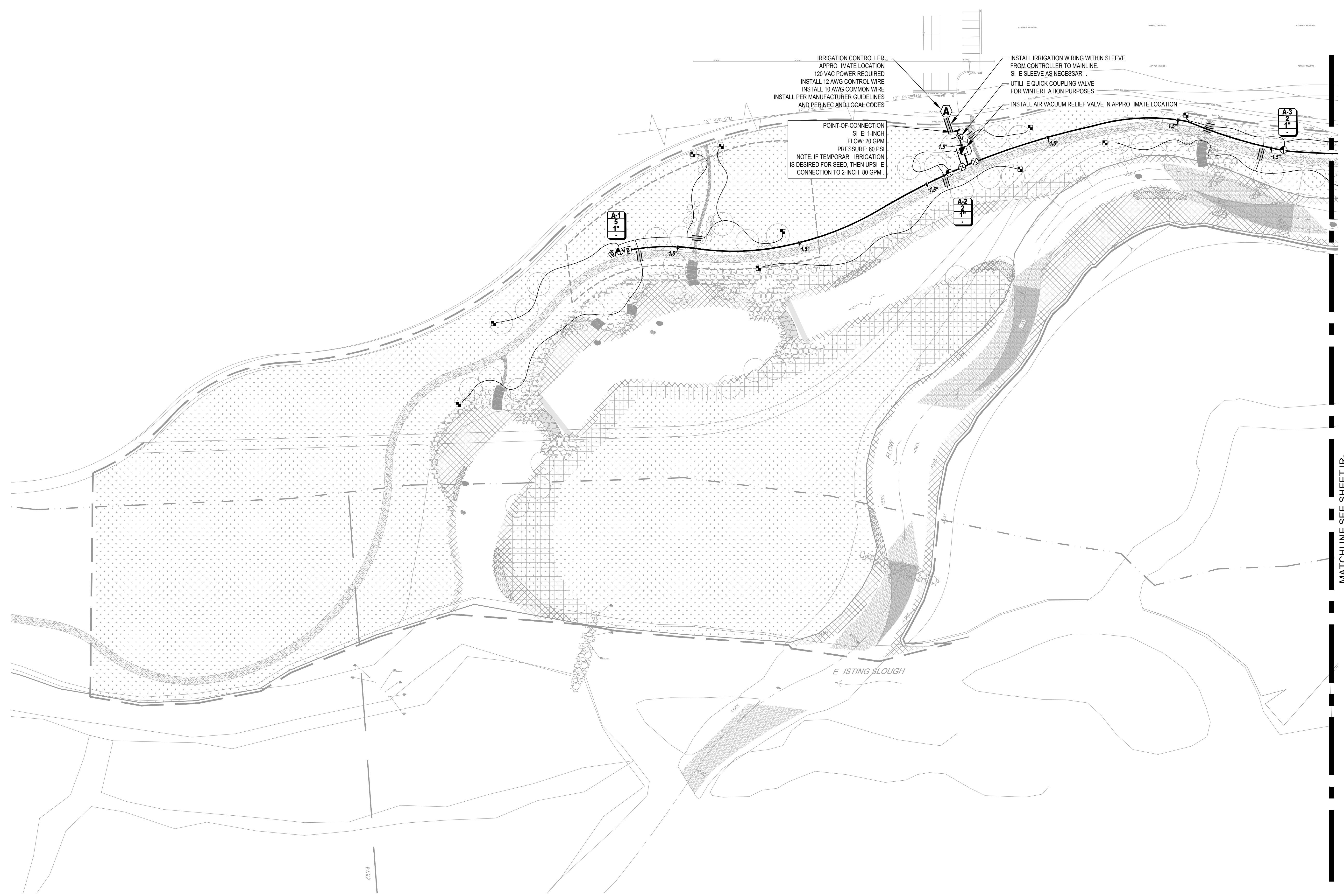
LAS COLONIAS RIVER PARK
IRRIGATION PLANS
 GRAND JUNCTION, CO

IRRIGATION PLAN

DATE	April 15, 2019
DESIGNED BY	JHK
DRAWN BY	JHK
CHECKED BY	CBK

REVISIONS	

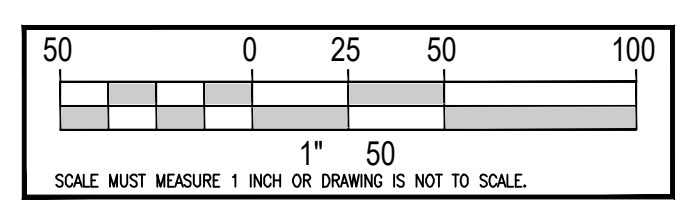
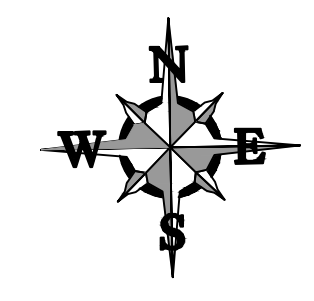
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IR-2



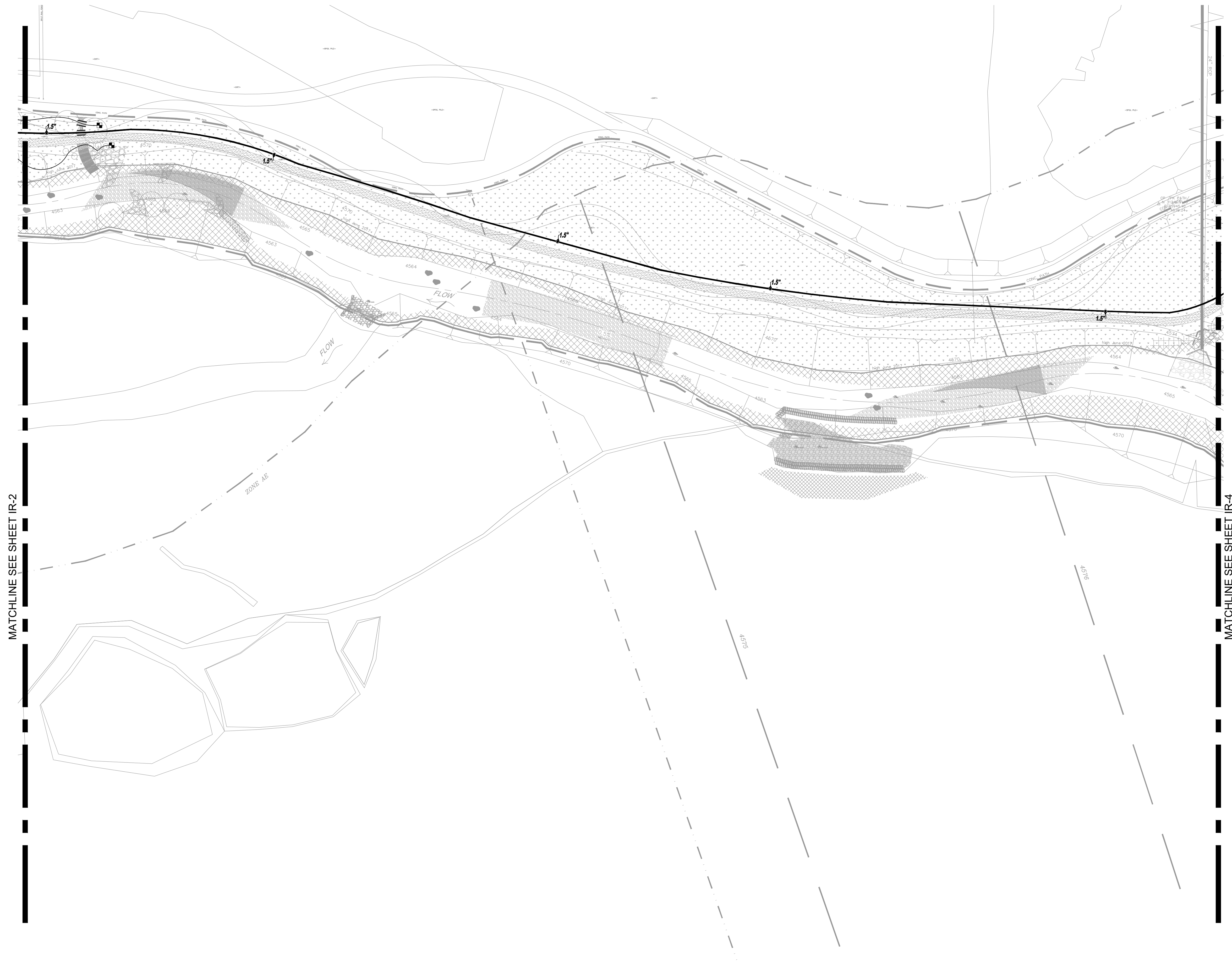
IRRIGATION CONTROLLER
 APPROXIMATE LOCATION
 120 VAC POWER REQUIRED
 INSTALL 12 AWG CONTROL WIRE
 INSTALL 10 AWG COMMON WIRE
 INSTALL PER MANUFACTURER GUIDELINES
 AND PER NEC AND LOCAL CODES

POINT-OF-CONNECTION
 SI E: 1-INCH
 FLOW: 20 GPM
 PRESSURE: 60 PSI
 NOTE: IF TEMPORARY IRRIGATION
 IS DESIRED FOR SEED, THEN UPSIZE
 CONNECTION TO 2-INCH 80 GPM

INSTALL IRRIGATION WIRING WITHIN SLEEVE
 FROM CONTROLLER TO MAINLINE.
 SI E SLEEVE AS NECESSARY
 UTILIZE QUICK COUPLING VALVE
 FOR WINTERIZATION PURPOSES
 INSTALL AIR VACUUM RELIEF VALVE IN APPROXIMATE LOCATION

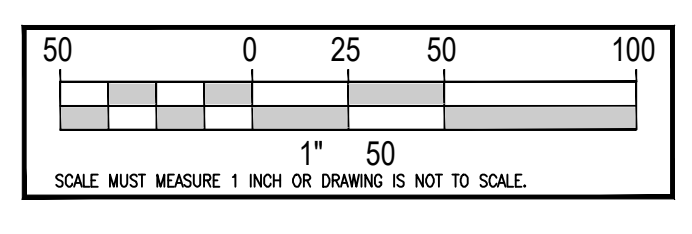
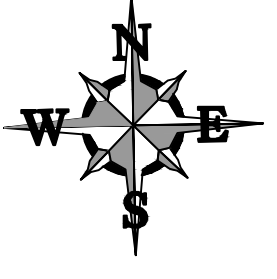


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MATCHLINE SEE SHEET IR-2

MATCHLINE SEE SHEET IR-4



05-2 -201



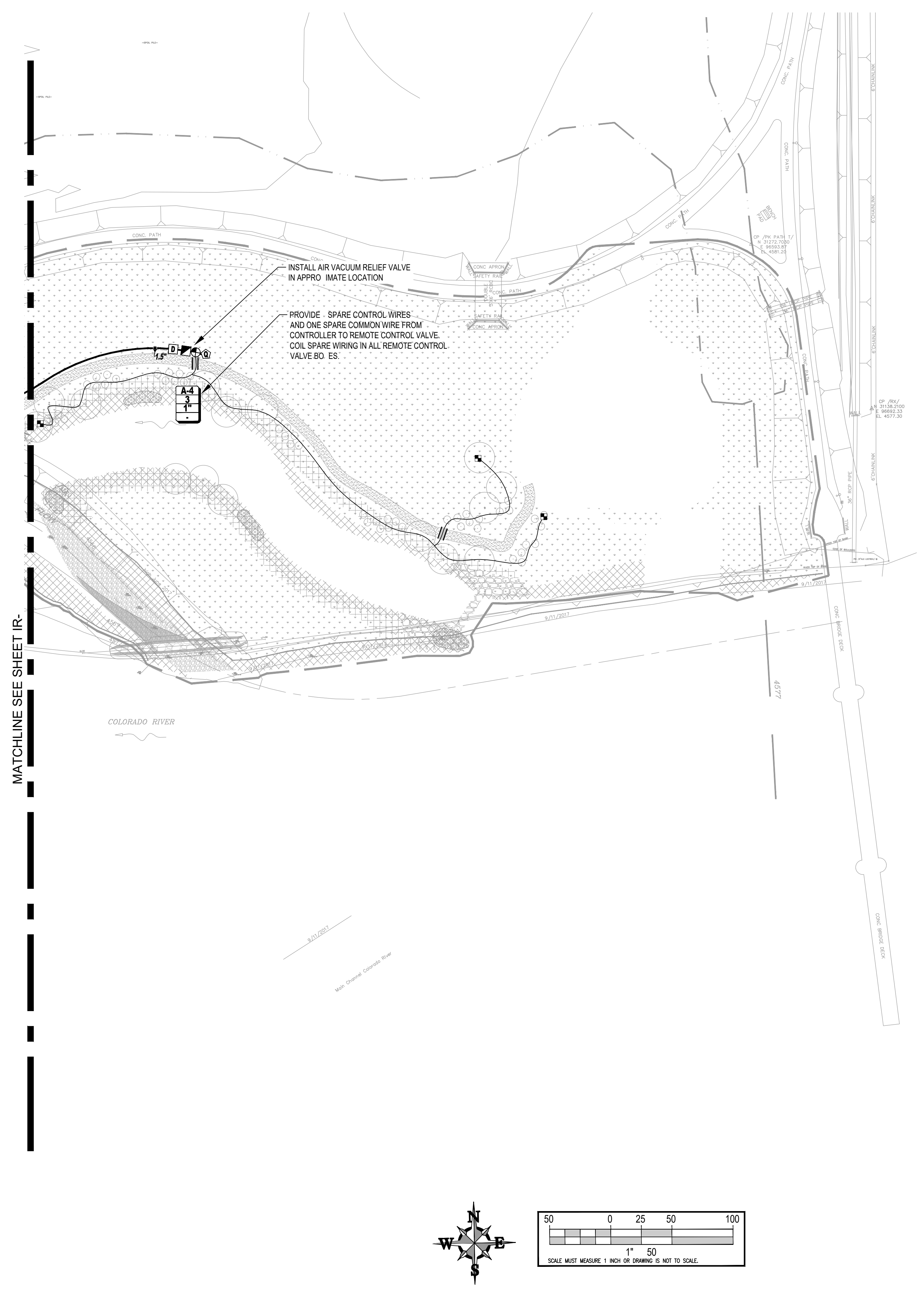
LAS COLONIAS RIVER PARK IRRIGATION PLANS GRAND JUNCTION, CO

IRRIGATION PLAN

DATE	April 15, 2019
DESIGNED BY	JHK
DRAWN BY	JHK
CHECKED BY	CBK

REVISIONS	

SHEET NO.
IR-3



MATCHLINE SEE SHEET IR-

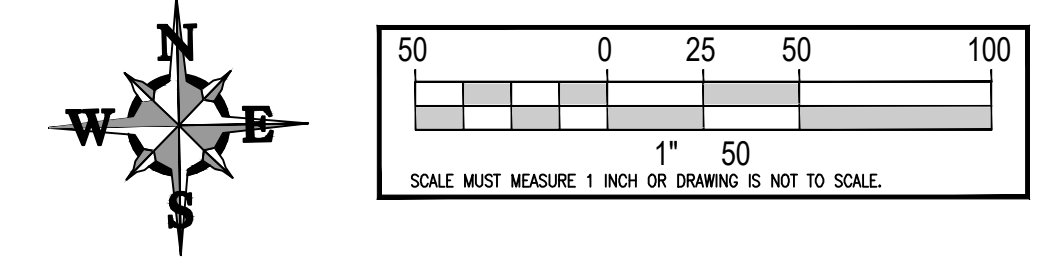
LAS COLONIAS RIVER PARK IRRIGATION PLANS GRAND JUNCTION, CO

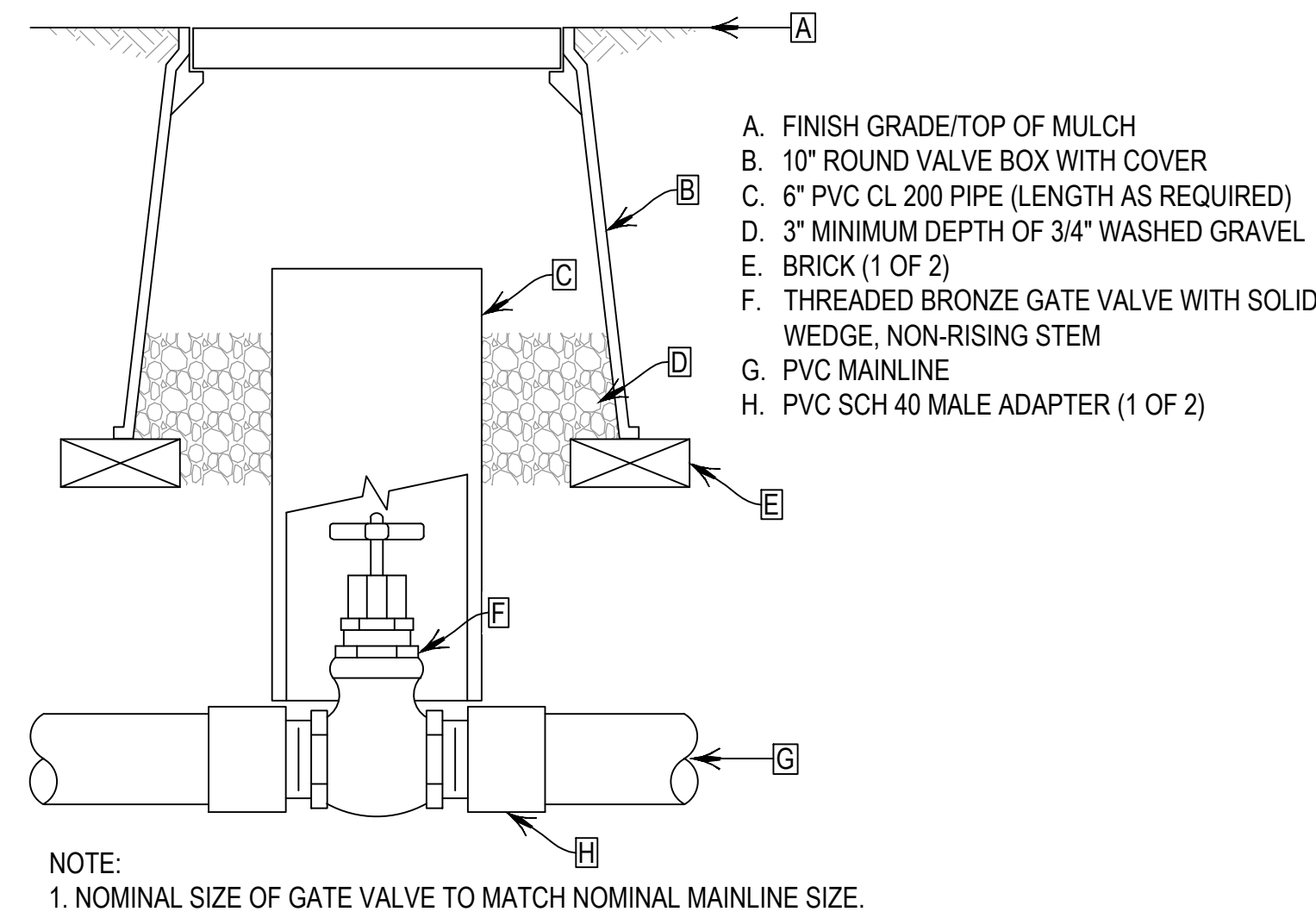
IRRIGATION PLAN

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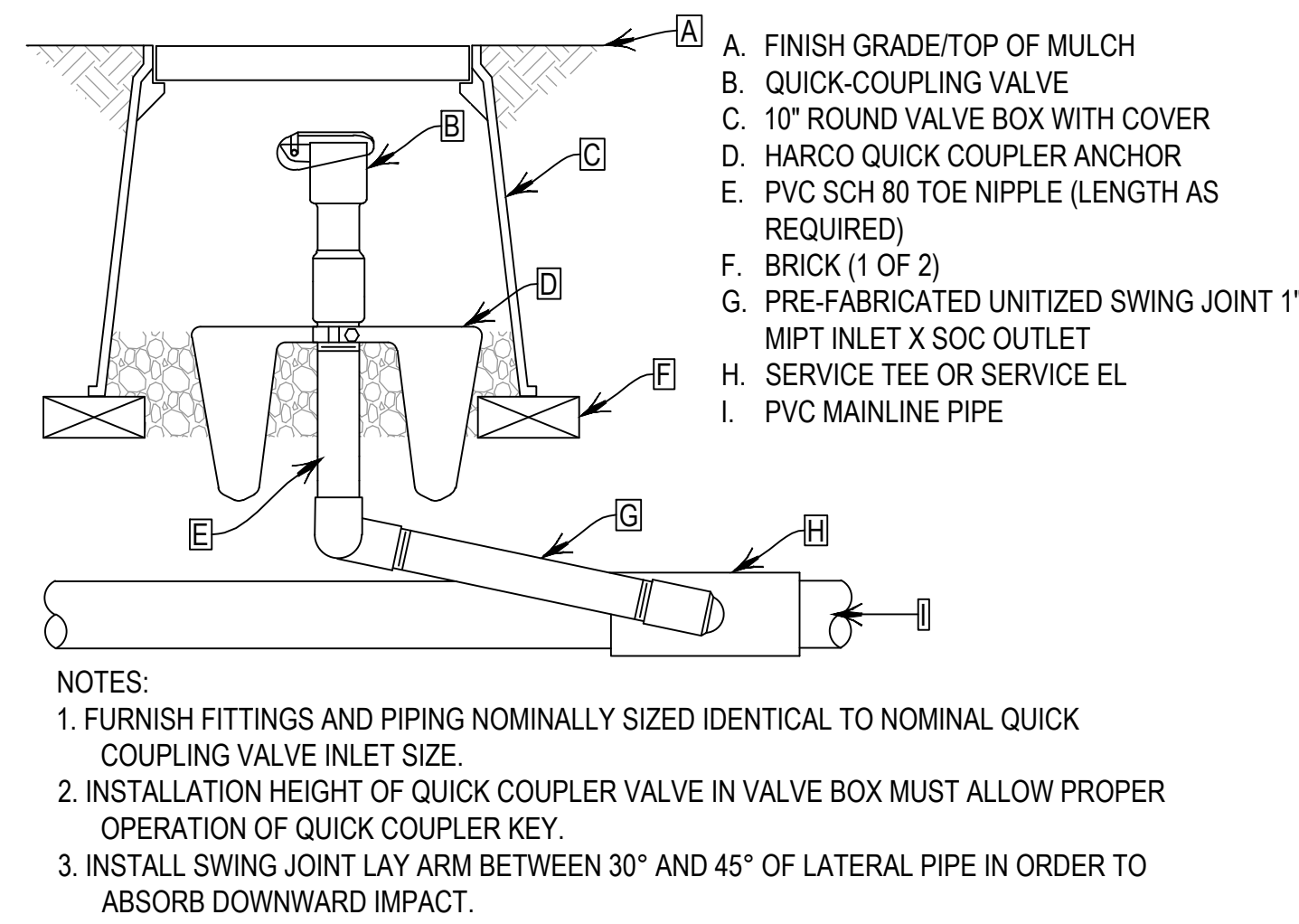
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IR-4

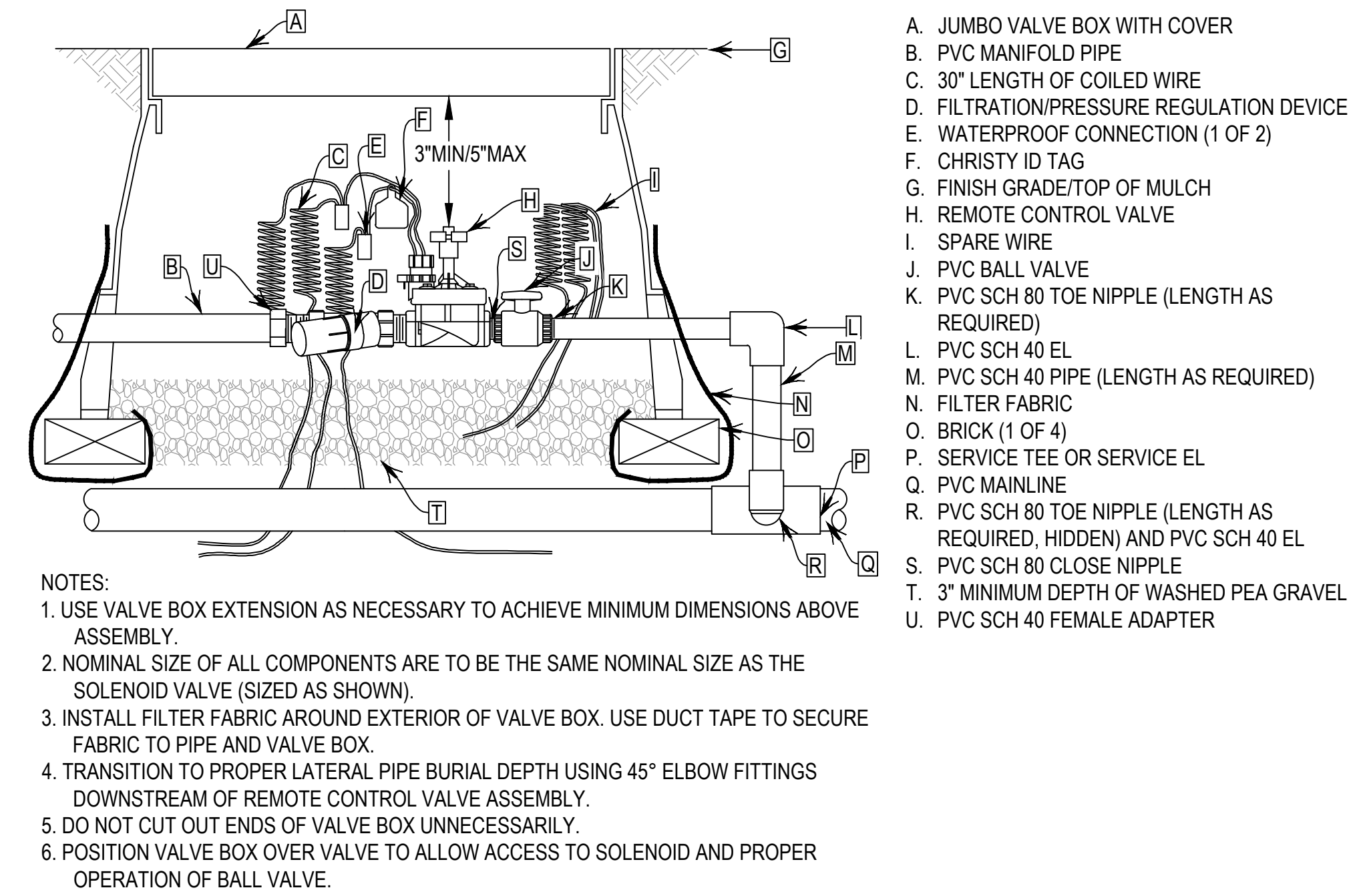




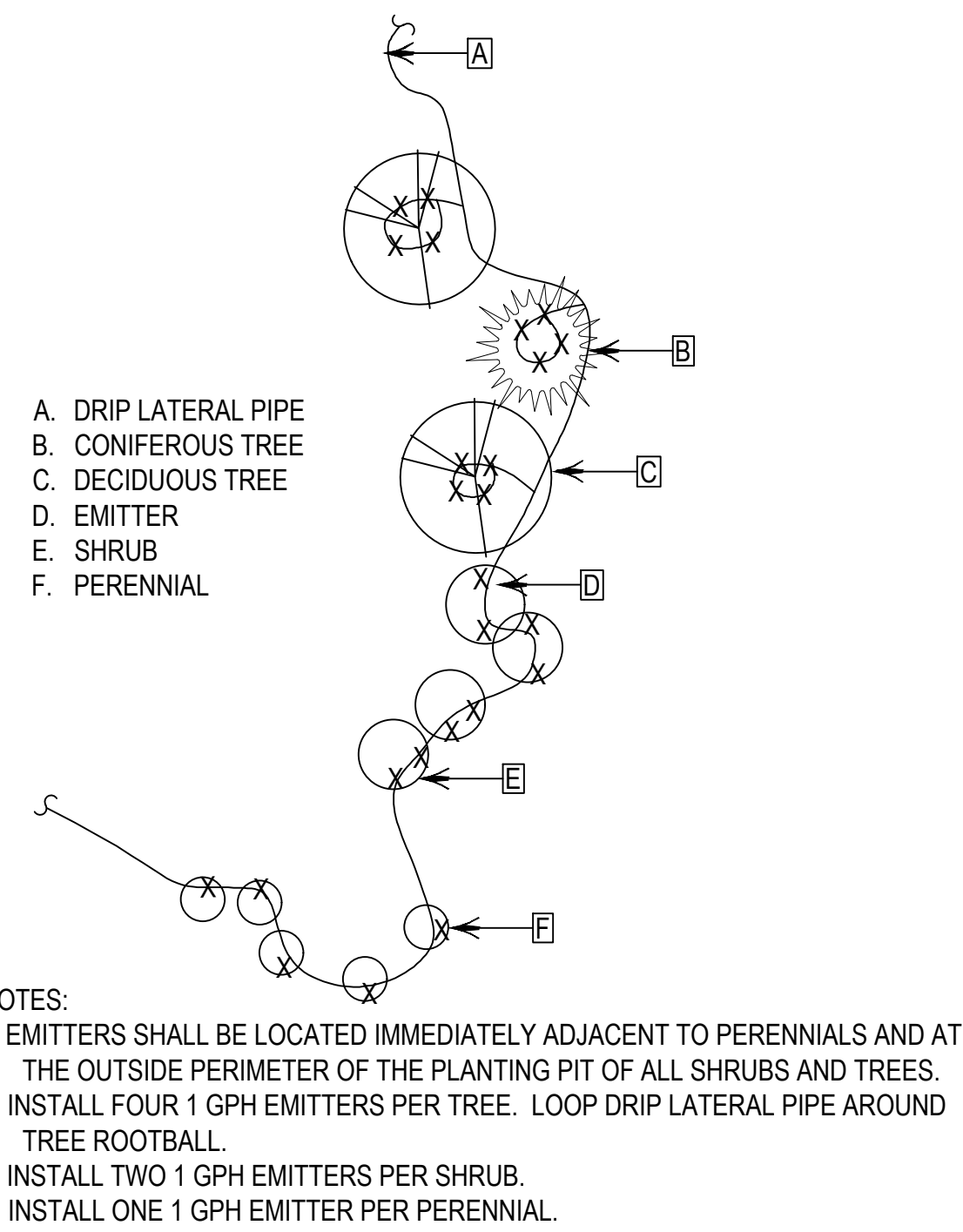
1 ISOLATION GATE VALVE N.T.S.



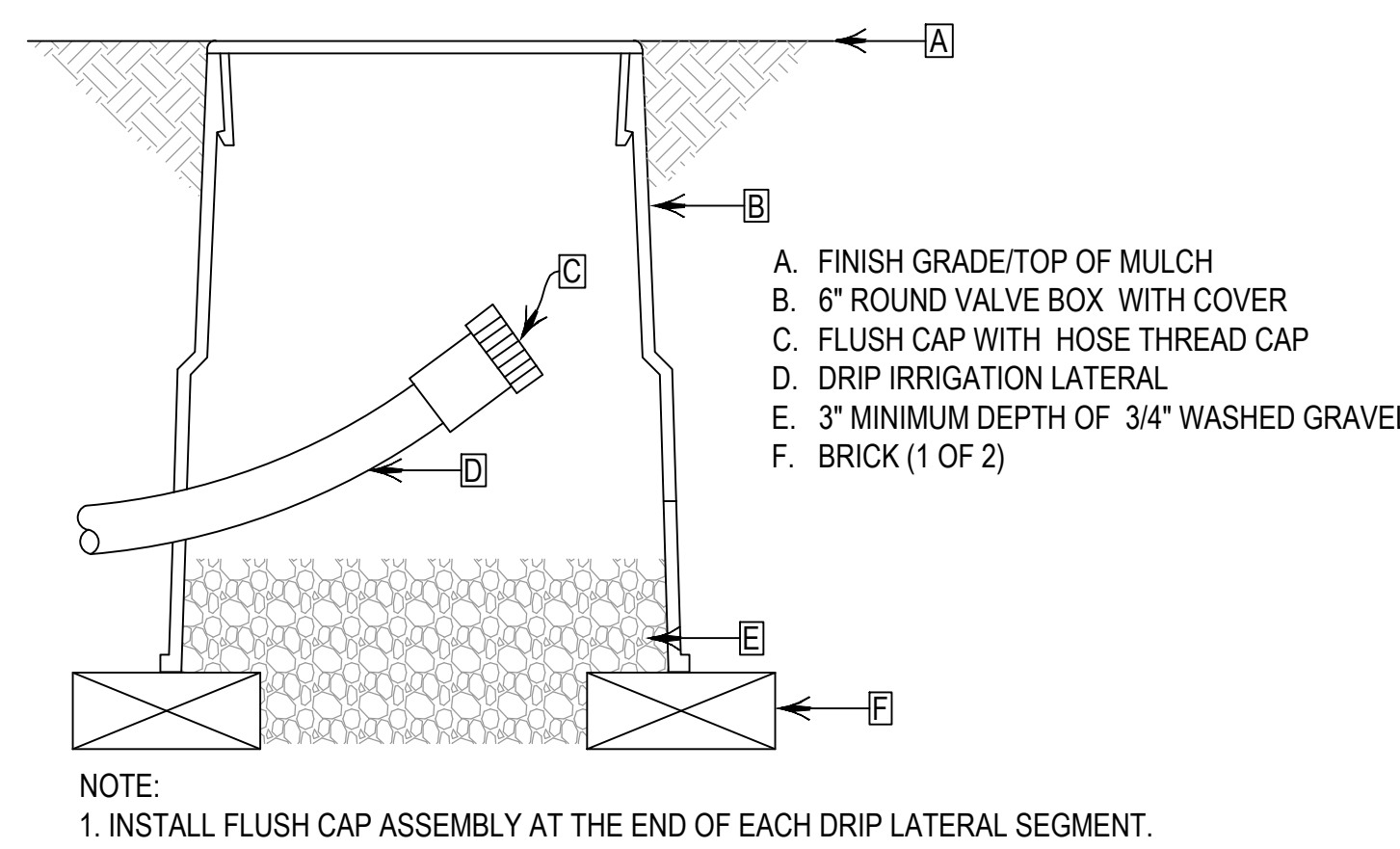
2 QUICK COUPLING VALVE N.T.S.



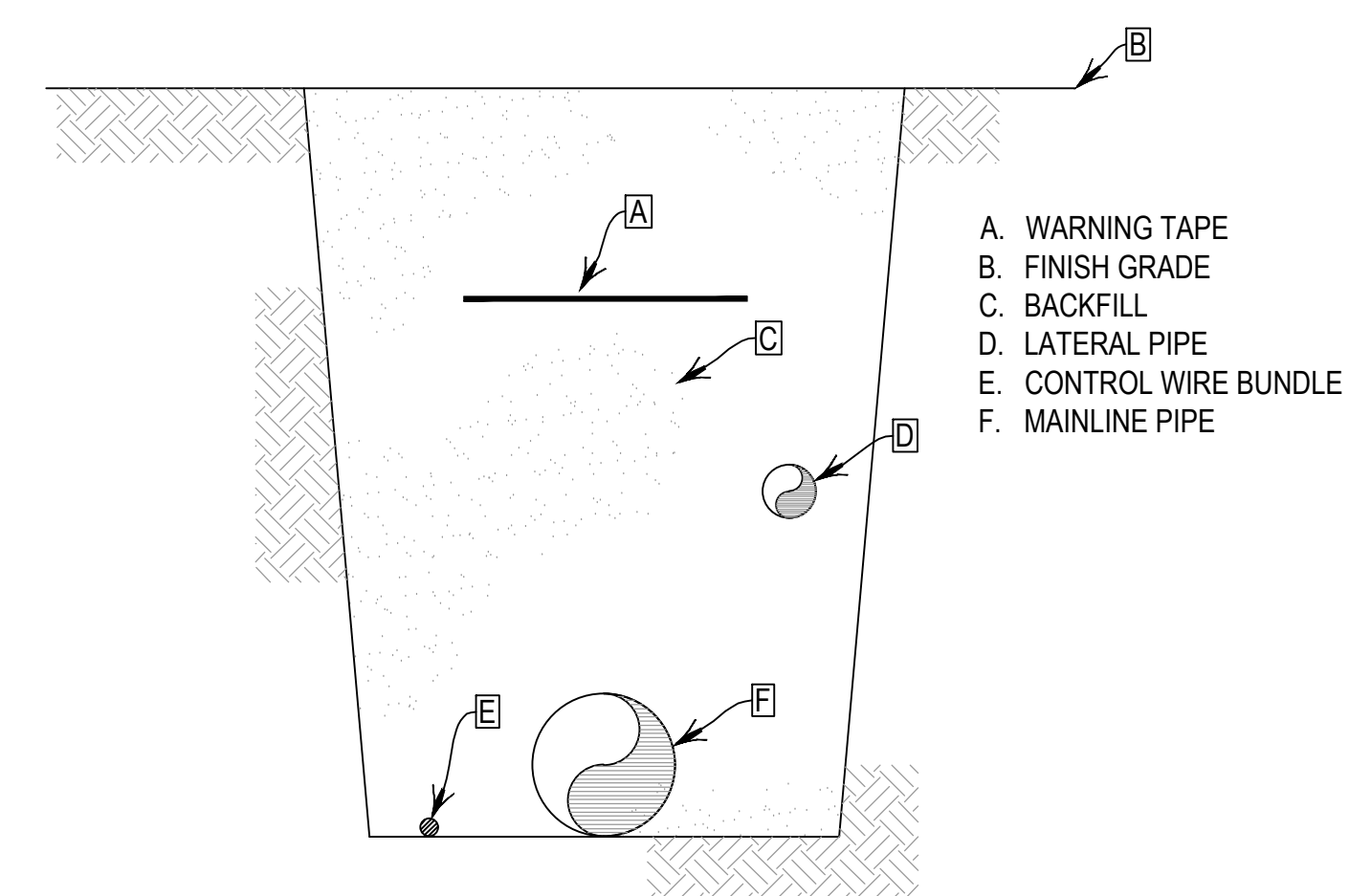
3 DRIP REMOTE CONTROL VALVE N.T.S.



4 DRIP PLACEMENT N.T.S.



5 DRIP FLUSH CAP N.T.S.



6 TRENCH N.T.S.

IRRIGATION DETAILS

DATE	April 15, 2019
DESIGNED BY	JHK
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CHECKED BY	CBK

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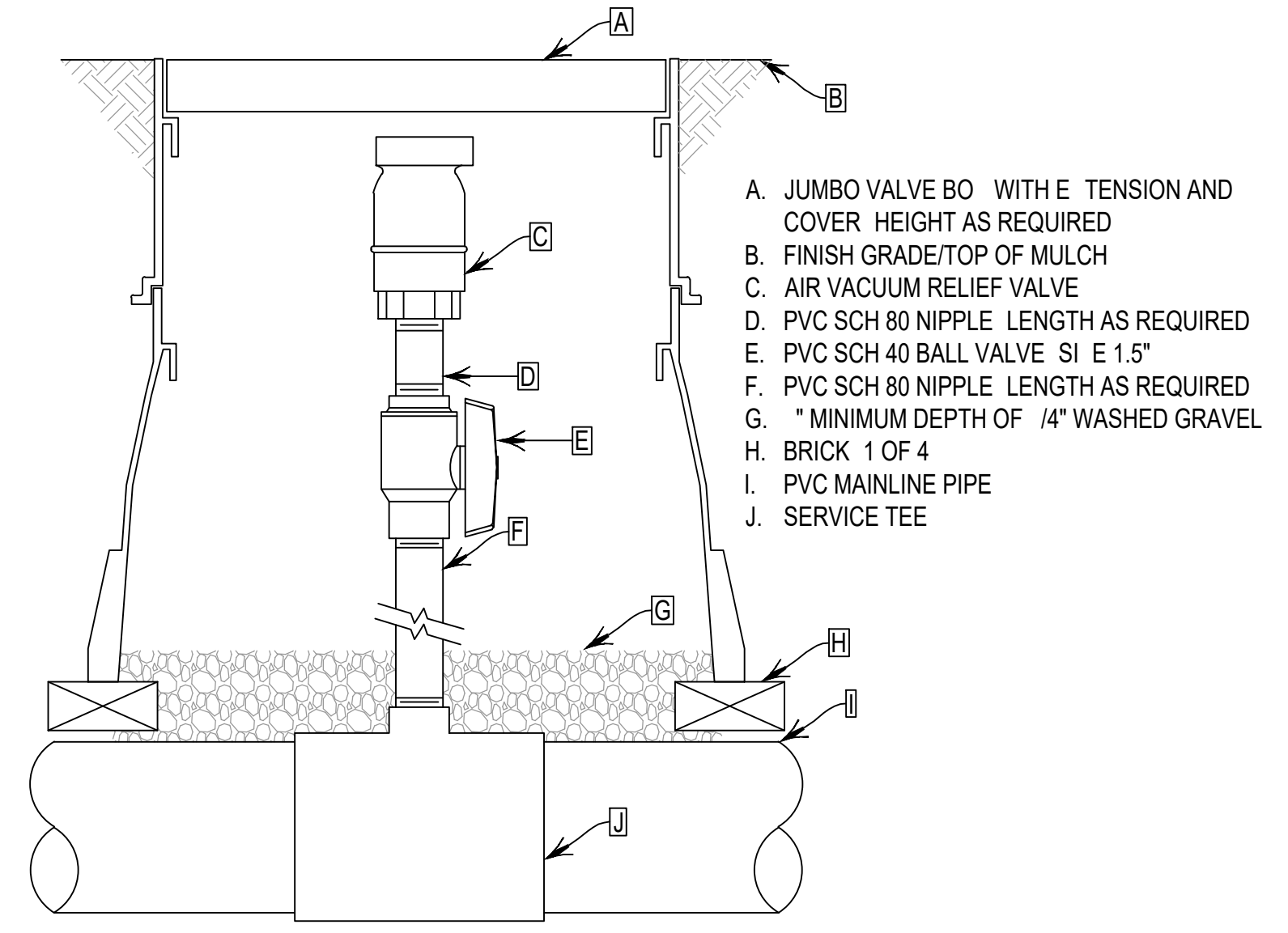
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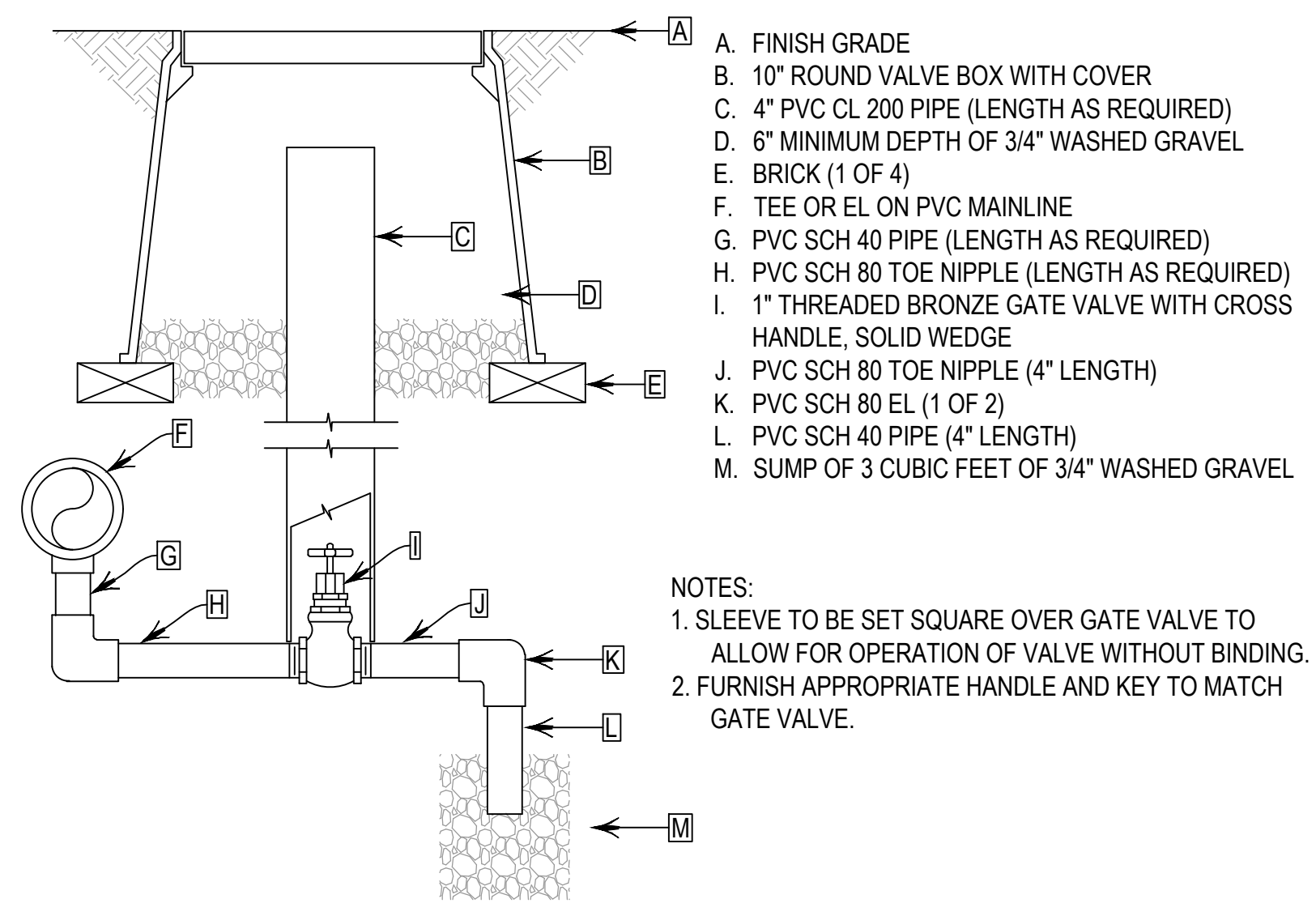
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DATE	April 15, 2019
DESIGNED BY	JHK
DRAWN BY	JHK
CHECKED BY	CBK

REVISIONS	
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- A. JUMBO VALVE BOX WITH TENSION AND COVER HEIGHT AS REQUIRED
- B. FINISH GRADE/TOP OF MULCH
- C. AIR VACUUM RELIEF VALVE
- D. PVC SCH 80 NIPPLE LENGTH AS REQUIRED
- E. PVC SCH 40 BALL VALVE SIZE 1.5"
- F. PVC SCH 80 NIPPLE LENGTH AS REQUIRED
- G. MINIMUM DEPTH OF 1/4" WASHED GRAVEL
- H. BRICK 1 OF 4
- I. PVC MAINLINE PIPE
- J. SERVICE TEE



- A. FINISH GRADE
- B. 10" ROUND VALVE BOX WITH COVER
- C. 4" PVC CL 200 PIPE (LENGTH AS REQUIRED)
- D. 6" MINIMUM DEPTH OF 3/4" WASHED GRAVEL
- E. BRICK (1 OF 4)
- F. TEE OR EL ON PVC MAINLINE
- G. PVC SCH 40 PIPE (LENGTH AS REQUIRED)
- H. PVC SCH 80 TOE NIPPLE (LENGTH AS REQUIRED)
- I. 1" THREADED BRONZE GATE VALVE WITH CROSS HANDLE, SOLID WEDGE
- J. PVC SCH 80 TOE NIPPLE (4" LENGTH)
- K. PVC SCH 80 EL (1 OF 2)
- L. PVC SCH 40 PIPE (4" LENGTH)
- M. SUMP OF 3 CUBIC FEET OF 3/4" WASHED GRAVEL

NOTES:
1. SLEEVE TO BE SET SQUARE OVER GATE VALVE TO ALLOW FOR OPERATION OF VALVE WITHOUT BINDING.
2. FURNISH APPROPRIATE HANDLE AND KEY TO MATCH GATE VALVE.

1 AIR VACUUM RELIEF VALVE N.T.S.

2 DRAIN VALVE N.T.S.

Hydraulic Calculation Worksheet

By: JHK
Project Name: Las Colonias
Hwy Segment: Drip Only

System Parameters:
Static PSI @ POC: 60
POC Elevation: 4570
Max. System Flow: 20
Max RCV Flow: 10
Concurrent RCV's: possible

COMPONENT	Flow (GPM)	SIZE (ID) inch	LENGTH or HEIGHT (+/-)	H _f /unit	Calc. H _f (PSI)
A. Drip			1	20	20 A.
B. Lateral			1	5.00%	1 B.
C. Drip RCV	20	1	1	3	3 C.
D. Mainline Segment 1	1.5"	20	1.72	0.78 /100	14.05
	3"	0	3.23	0.00 /100	0.00
	4"	0	4.154	0.00 /100	0.00
Mainline Segment 2	2"	0	2.193	0.00	0.00
	2.5"	0	2.855	0.00	0.00
	3"	0	3.23	0.00	0.00
Subtotal D. Mainline Losses =					14.05 D.
E. Master Valve	NA	0		2.4	0.00 E.
F. Flow Sensor	NA	0	1	0.00 /100	0.00 F.
G. Water Meter	NA	1	1	0.00	0.00 G.
H. Backflow	NA	1.5	1	0.00	0 H.
I. Elevation @ Lateral			4580	0.433 PSIF/FT	4.33 I.
J. Service Pipe	20	1	30	10.93	3.28 J.
K. Misc. Losses				5.00%	1.07 K.
Total Pressure Required					46.73
Total Pressure Available					60
Excess-/Deficient Pressure					13.27

H DRAULIC ESTIMATE DRIP SYSTEM N.T.S.





Purchasing Division

ADDENDUM NO. 1

DATE: October 25, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

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:** Would it be possible to receive the bid schedule in an Excel format?
A: An excel format of the bid schedule will not be provided. Contractor shall utilize the attached revised Addendum 1 Price Bid Schedule.
2. **Q:** For our bid bond purposes, is there an engineer's estimate or a budget?
A: The budget and engineer's estimate are not being released at this time.
3. **Q:** Is the City aware that the lead time on construction materials may have a significant impact on the completion of the irrigation system before the end of the year?
A: The City acknowledges these challenges and understands that the lead times can significantly delay the completion date of the project.
4. **Q:** The landscape and irrigation specifications call for materials that have imperial units rather than U.S. units. Will this be revised in the plans?
A: The City acknowledges this discrepancy and has made the necessary changes in this addendum.
5. **Q:** Is the Contractor responsible for the Stormwater Management Plan?
A: The City shall coordinate with the awarded Contractor to create the stormwater management plan (SWMP) together and shall submit the necessary materials to the State and the County to obtain the required Stormwater Permitting from both. The Contractor and the City shall be co-permittees on the issued Stormwater Permit until substantial stabilization has been established, followed by termination of the permit.
6. **Q:** Is the Contractor responsible for the Traffic Control Plan?
A: City shall coordinate with the Contractor for traffic control along the existing concrete riverfront trail, as well as the existing granite crusher-fines trail, to better detour foot and bicycle traffic around the project site.

7. **Q:** Will the City revise/remove the specification and the reference to the "Organic Fertilizer"?
- A:** The fertilizer is included in the biotic soil amendment. No additional fertilizer is necessary beyond what is already included in the Biotic Soil Amendment. The Irrigation and Landscaping Specifications have been updated to reflect this.
8. **Q:** Does the City want to remove the 2-wire and replace it with a single signal line for tracing purposes?
- A:** The 2-wire shall remain as called-out in the plans and specifications, for use as a tracer/locator line, and in case the City decides to add a controller in the future. However, the reference to the decoder line shall be removed from the plans and specifications.
9. **Q:** Will the City provide more detail as to what is needed in the Pot Holing line item in the bid schedule?
- A:** The City has provided ample detail in the location and number of Potholes as shown on the construction plans.
10. **Q:** Will the City provide the 6-inch gate valve after they tap the existing 12-inch source irrigation main?
- A:** Yes. The City shall provide the necessary gate valve after the City makes the connection to the existing 12-inch raw water main.
11. **Q:** Will the City provide more detail on the required application rate of the seed mixture?
- A:** The Contractor shall submit the native seed mixture they are proposing to the Project Engineer for approval, prior to the submittal deadline. Upon approval of the mixture, the Contractor shall apply the seed mix at a rate that is specified by the manufacturer.
12. **Q:** Are the MJ fittings epoxy coated or black?
- A:** The mechanical joint fittings do not need to be epoxy coated.
13. **Q:** Are the gate valves MJ or Flanged?
- A:** The gate valve shall be mechanically jointed.
14. **Attachments:**
[Updated Appendix C: Irrigation and Landscaping Specifications](#)
[Updated Appendix D: Construction Drawings \(Link\)](#)

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

All other conditions of subject remain the same.

Respectfully,



Kassy Hackett, Buyer
City of Grand Junction, Colorado



INDE OF SHEETS	
SHEET NO.	SHEET TITLE / DESCRIPTION
1	PROJECT COVER SHEET
2	STANDARD ABBREVIATIONS LEGENDS & S MBOLS
	OVERALL PLAN & PLAN SHEET INDE
4	IRRIGATION LINES - PLAN SHEET
5	IRRIGATION LINES - PLAN SHEET
6	IRRIGATION LINES - PLAN SHEET
	IRRIGATION LINES - PLAN SHEET
8	IRRIGATION LINES - PLAN SHEET
	CONSTRUCTION DETAILS
10	CONSTRUCTION DETAILS
11	PRODUCT INFORMATION & DETAILS

UTILITIES & AGENCIES

AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE, ZIP	VOICE-WORK	FAX NO.
CITY OF GRAND JUNCTION	BRENDAN HINES	PROJECT ENGINEER	PROJECT ENGINEER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 256-4038	(970) 256-4022
CITY OF GRAND JUNCTION	KURT CARSON	PROJECT MANAGER	SANITARY SEWER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 244-1543	(970) 256-4022
GRAND VALLEY IRRIGATION CO.	PHIL BERTRAND	MANAGER	IRRIGATION	688 26 RD	688 26 RD	GRAND JCT., CO 81506	(970) 242-2762	
SPECTRUM	JEFF VALDEZ	MANAGER	CABLE TV	2502 FORESIGHT CIRCLE	2502 FORESIGHT CIRCLE	GRAND JCT., CO 81504	(970) 245-8750	(970) 245-6803
CENTURYLINK	CHRIS JOHNSON	ENGINEER	TELEPHONE	2524 BLICHMANN AVE	2524 BLICHMANN AVE	GRAND JCT., CO 81504	(970) 244-4311	(970) 240-4349
UTE WATER	JUSTIN BATES	SUPERVISOR	WATER	PO BOX 460	2190 H 1/4 RD	GRAND JCT., CO 81502	(970) 242-7491	(970) 242-9189
XCEL	TILLMAN McSCHODER	UNIT MANAGER	ELECTRIC	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2695	(970) 244-2664
XCEL	BRIAN PADGETT	UNIT MANAGER	GAS	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2690	(970) 244-2656

811 NOTE: NOTIFY AFFECTED UTILITY VENDOR 48 HOURS PRIOR TO EXCAVATIONS THAT EXPOSE UTILITY LINES. SEE UTILITIES & AGENCIES FOR CONTACT INFORMATION ON THIS SHEET.



Know what's below.
Call before you dig.

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021

SEE DRAWING SET FOR SCALE INFORMATION.



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. F2101

RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
PROJECT COVER SHEET

ABBREVIATIONS

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

LEGEND

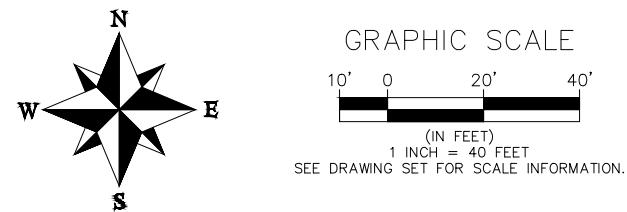
BSWMP DRAINAGE BASIN BOUNDARY	
BSWMP ANCHORED STRAW BALES	
BSWMP SILT FENCE	
BUILDING	
CONCRETE CURB AND GUTTER	
CONCRETE CURB, GUTTER, & SIDEWALK	
CONCRETE DITCH	
CONCRETE SIDEWALK	
CULVERT	
EARTH DITCH	
EDGE OF GRAVEL	
EDGE OF PAVEMENT	
FENCE (HT & MATL NOTED)	
GUARD RAIL	
HATCHING: INDICATES ASPHALT REMOVAL	
HATCHING: INDICATES CONCRETE REMOVAL	
HATCHING: INDICATES STAGING AREA	
LINE (CENTER OF IMPROVEMENTS)	
LINE (CITY LIMITS)	
LINE (CONTROL)	
LINE (EASEMENT)	
LINE (MONUMENT/SECTION)	
LINE (PROPERTY)	
LINE (RIGHT OF WAY)	
MATCH LINE	
PIPE (IRRIGATION PVC)	
PIPE (SIPHON)	
PROPOSED CONCRETE CURB AND GUTTER	
PROPOSED CONCRETE CURB, GUTTER, & SIDEWALK	
PROPOSED CONCRETE SIDEWALK	
PROPOSED "WET" UTILITIES (CONSTRUCTION NOTE WILL INDICATE TYPE, SIZE, AND MATERIAL OF NEW MAIN)	

ALL PROPOSED FEATURES NOT SHOWN IN LEGEND WILL BE SHOWN THE SAME AS THEIR EXISTING COUNTERPART, BUT INDICATED BY BOLDER LINETYPE

RAIL ROAD	
RETAINING WALL	
STRIPING (CONTINUOUS WHITE)	
STRIPING (DASHED WHITE)	
STRIPING (CONTINUOUS YELLOW)	
STRIPING (DASHED YELLOW)	
TOP OF SLOPE	
CONTOUR LINES (SHOWN BETWEEN TOP & TOE)	
TOE OF SLOPE	
TRAFFIC DETECTOR LOOP	
UTILITY LINE (ABANDON) (EXAMPLE: WATER LINE)	
UTILITY LINE (CABLE TV)	
UTILITY LINE (ELECTRIC)	
UTILITY LINE (FIBER OPTIC)	
UTILITY LINE (GAS)	
UTILITY LINE (HIGH VOLTAGE OVERHEAD POWER)	
UTILITY LINE (OVERHEAD POWER)	
UTILITY LINE (OVERHEAD TELEPHONE)	
UTILITY LINE (SANITARY SEWER)	
UTILITY LINE (SANITARY SEWER FORCE MAIN)	
UTILITY LINE (SANITARY SEWER SERVICE)	
UTILITY LINE (STORM SEWER)	
UTILITY LINE (STORM SEWER - PERFORATED)	
UTILITY LINE (STORM/SANITARY SEWER COMBINATION)	
UTILITY LINE (TELEPHONE)	
UTILITY LINE (WATER)	

S MBOLS

BENCH MARK	
CATCH BASIN	
CLEAN OUT	
CURB STOP	
FIRE HYDRANT	
GUY WIRE ANCHOR	
HEADGATE	
IRRIGATION PUMP	
MAILBOX	
MANHOLE (ELECTRIC)	
MANHOLE (GAS)	
MANHOLE (SANITARY/STORM)	
MANHOLE (TELEPHONE)	
MANHOLE (TV)	
MANHOLE (WATER)	
METER (GAS)	
METER (WATER)	
PEDESTAL (TELEPHONE)	
PEDESTAL (TV)	
PROPERTY PIN	
PULL BOX	
REDUCER FITTING	
SIGN OR POST (SIGN TYPE NOTED)	
SPRINKLER HEAD	
STREET LIGHT	
SURVEY MONUMENT (CITY)	
SURVEY MONUMENT (TYPE NOTED)	
TEST HOLE	
TRAFFIC PAINT MARKING	
TRAFFIC SIGNAL POLE AND MAST ARM	
UTILITY POLE	
VALVE (GAS)	
VALVE (IRRIGATION)	
VALVE (WATER)	
VEGETATION (HEDGE OR BUSH)	
VEGETATION (TREE STUMP)	
VEGETATION (TREE) (DIA. SIZE)	
WATER HYDRANT	
WEIR	
YARD LIGHT	
M.J. BEND (DEGREE)	
M.J. TEE	
QUICK COUPLING VALVE	
NEW IRRIGATION VALVE	
SPRINKLER HEAD RANGE (35' DIA.)	



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REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021

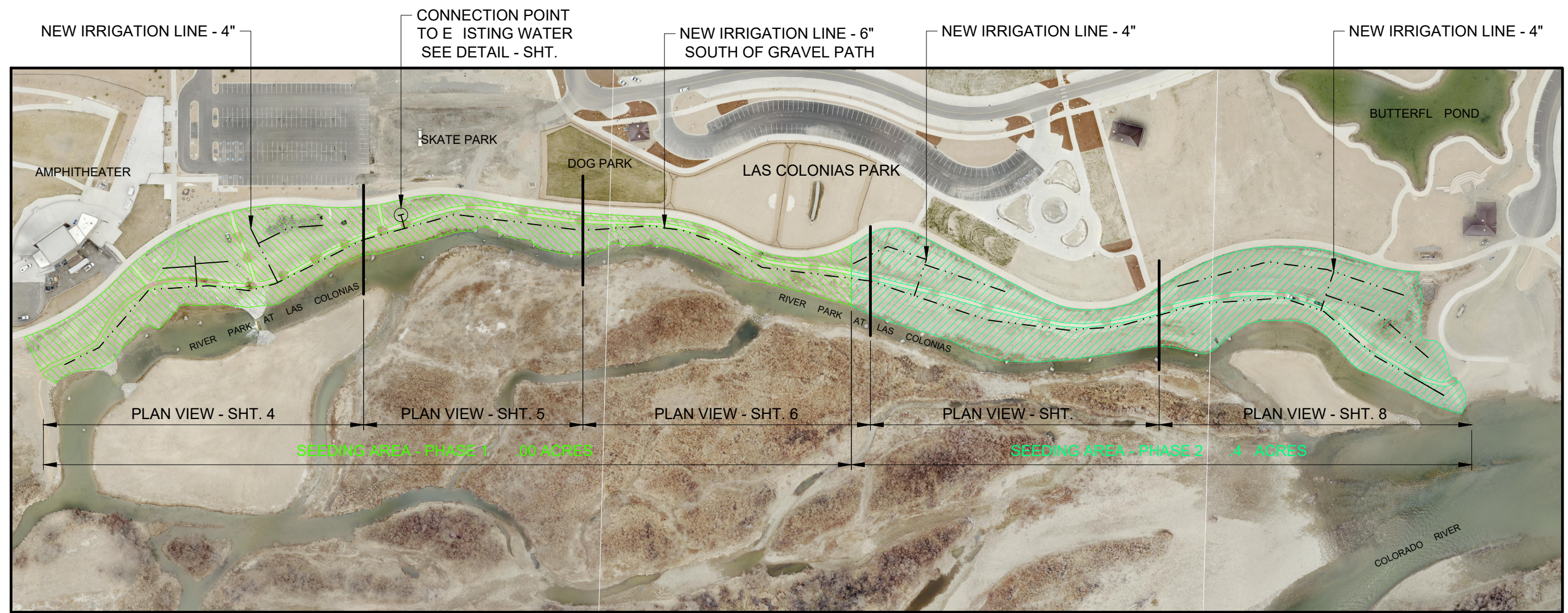
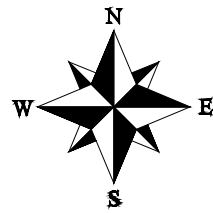
SEE DRAWING SET FOR SCALE INFORMATION.



PUBLIC WORKS ENGINEERING DIVISION
PROJECT NO. F2101

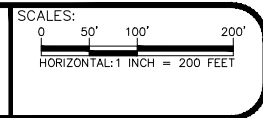
RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
STANDARD ABBREVIATIONS LEGENDS & SYMBOLS

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REVISION Δ REV 2	_____	_____
REVISION Δ REV 3	_____	_____
REVISION Δ REV 4	_____	_____

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 CHECKED BY: BH DATE: 09/2021
 APPROVED BY: BH DATE: 09/2021



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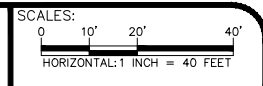
RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
OVERALL PLAN & SHEET INDEX



NOTE LEGEND - SHEET 4

- | | |
|--|--|
| ① 65 L.F. - 6" PVC IRRIGATION LINE
BEGIN - 22½ BEND | ⑧ 60 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END |
| ② 140 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 45 BEND | ○ 60 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END |
| ○ 110 L.F. - 6" PVC IRRIGATION LINE
45 BEND - 11¼ BEND | ⑩ 110 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - END |
| ④ 5 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND | ⑪ 65 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - 22½ BEND |
| ⑤ 50 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND | ⑫ 60 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END |
| ⑥ 180 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND MATCH LINE | ① CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF E . 12" PVC WATER LINE.
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE. |
| ○ 55 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - END | |

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REVISION Δ REV 1			NCW	09/2021
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REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

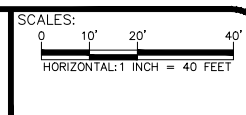
**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 5

- ① 5 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 22½ BEND
- ② 5 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND MATCH LINE
- 25 L.F. - 6" PVC IRRIGATION LINE
6" 6" 6" TEE, 6" ISOLATION VALVE - TIE TO EXISTING
- ④ CONNECTION TO EXISTING 12" IRRIGATION LINE
SEE DETAIL - SHEET 11

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 6

- ① 120 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 11¼ BEND
- ② 60 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- 5 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- ④ 0 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND MATCH LINE
- ⑤ 0 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND MATCH LINE
- ⑥ CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF E . 24" HDPE STORM LINE.
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE.

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**

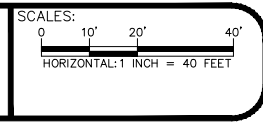
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NOTE LEGEND - SHEET

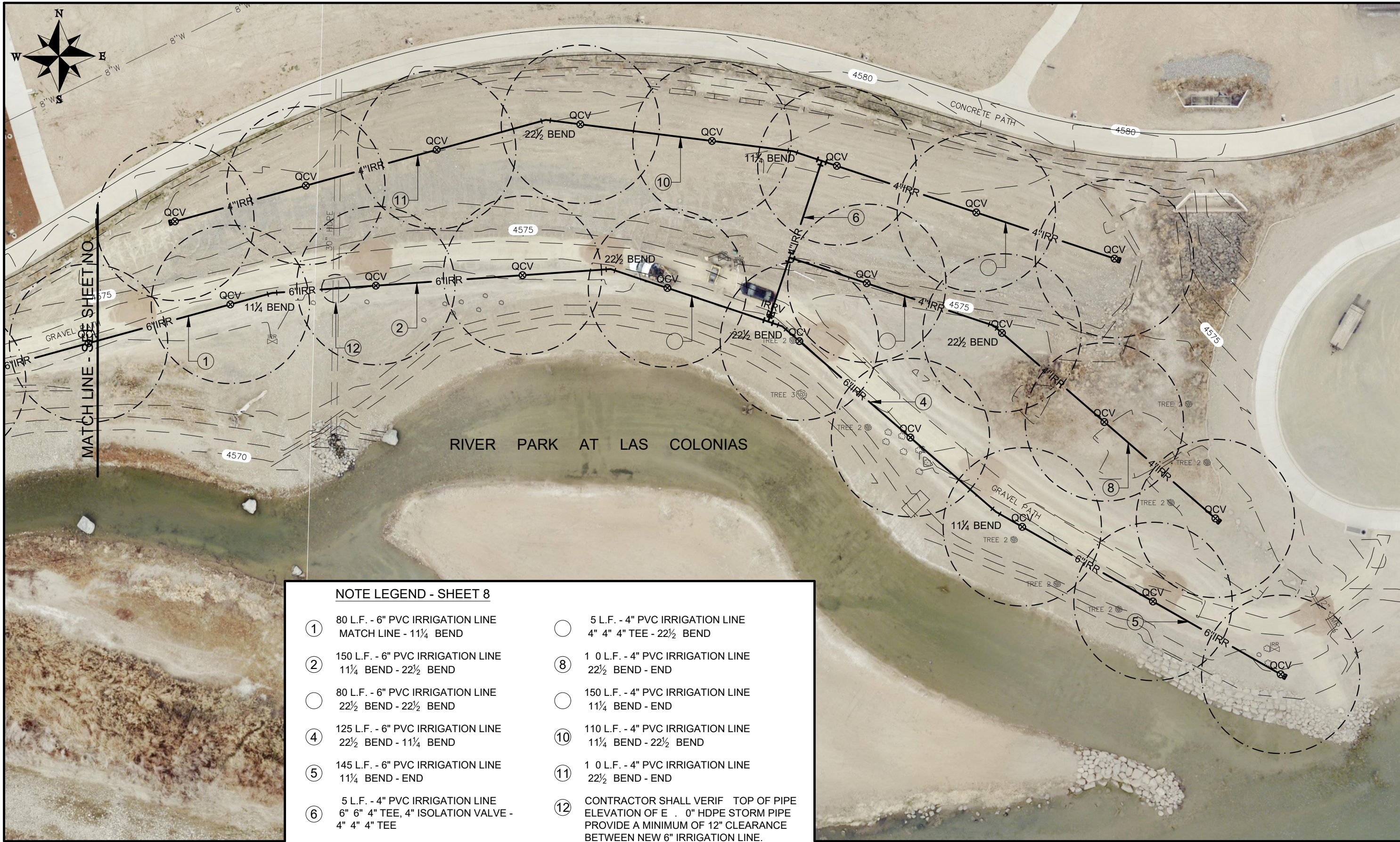
- ① 225 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE 11¼ BEND - 11¼ BEND
- ② 150 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 11¼ BEND
- 80 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - MATCH LINE
- ④ 0 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE - 0 BEND
- ⑤ 155 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - END
- ⑥ 5 L.F. - 4" PVC IRRIGATION LINE
0 BEND - 45 BEND
- 0 L.F. - 4" PVC IRRIGATION LINE
45 BEND - END

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

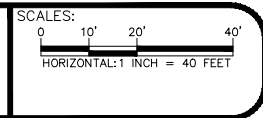
**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**



NOTE LEGEND - SHEET 8

- | | |
|--|--|
| <p>① 80 L.F. - 6" PVC IRRIGATION LINE
MATCH LINE - 11¼ BEND</p> <p>② 150 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND</p> <p>○ 80 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 22½ BEND</p> <p>④ 125 L.F. - 6" PVC IRRIGATION LINE
22½ BEND - 11¼ BEND</p> <p>⑤ 145 L.F. - 6" PVC IRRIGATION LINE
11¼ BEND - END</p> <p>⑥ 5 L.F. - 4" PVC IRRIGATION LINE
6" 6" 4" TEE, 4" ISOLATION VALVE -
4" 4" 4" TEE</p> | <p>○ 5 L.F. - 4" PVC IRRIGATION LINE
4" 4" 4" TEE - 22½ BEND</p> <p>⑧ 10 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END</p> <p>○ 150 L.F. - 4" PVC IRRIGATION LINE
11¼ BEND - END</p> <p>⑩ 110 L.F. - 4" PVC IRRIGATION LINE
11¼ BEND - 22½ BEND</p> <p>⑪ 10 L.F. - 4" PVC IRRIGATION LINE
22½ BEND - END</p> <p>⑫ CONTRACTOR SHALL VERIFY TOP OF PIPE
ELEVATION OF EXISTING 0" HDPE STORM PIPE
PROVIDE A MINIMUM OF 12" CLEARANCE
BETWEEN NEW 6" IRRIGATION LINE.</p> |
|--|--|

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
REVISION Δ REV 1			NCW	09/2021
REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

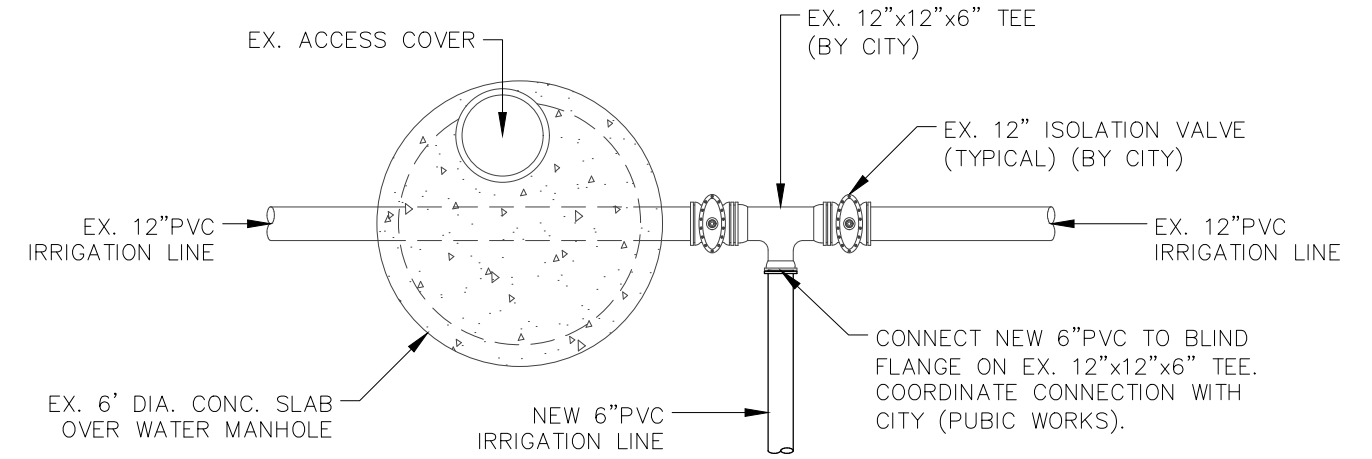
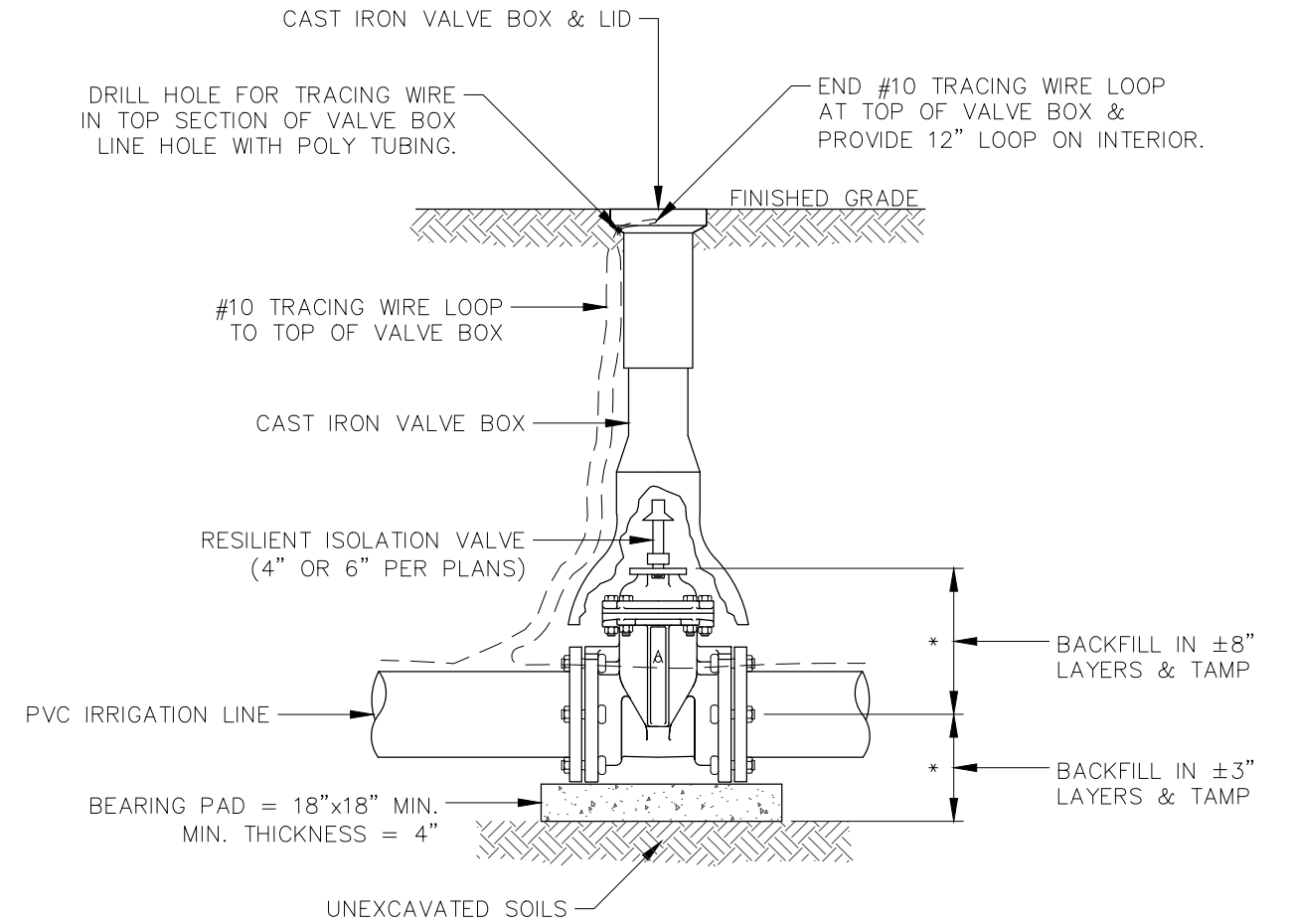
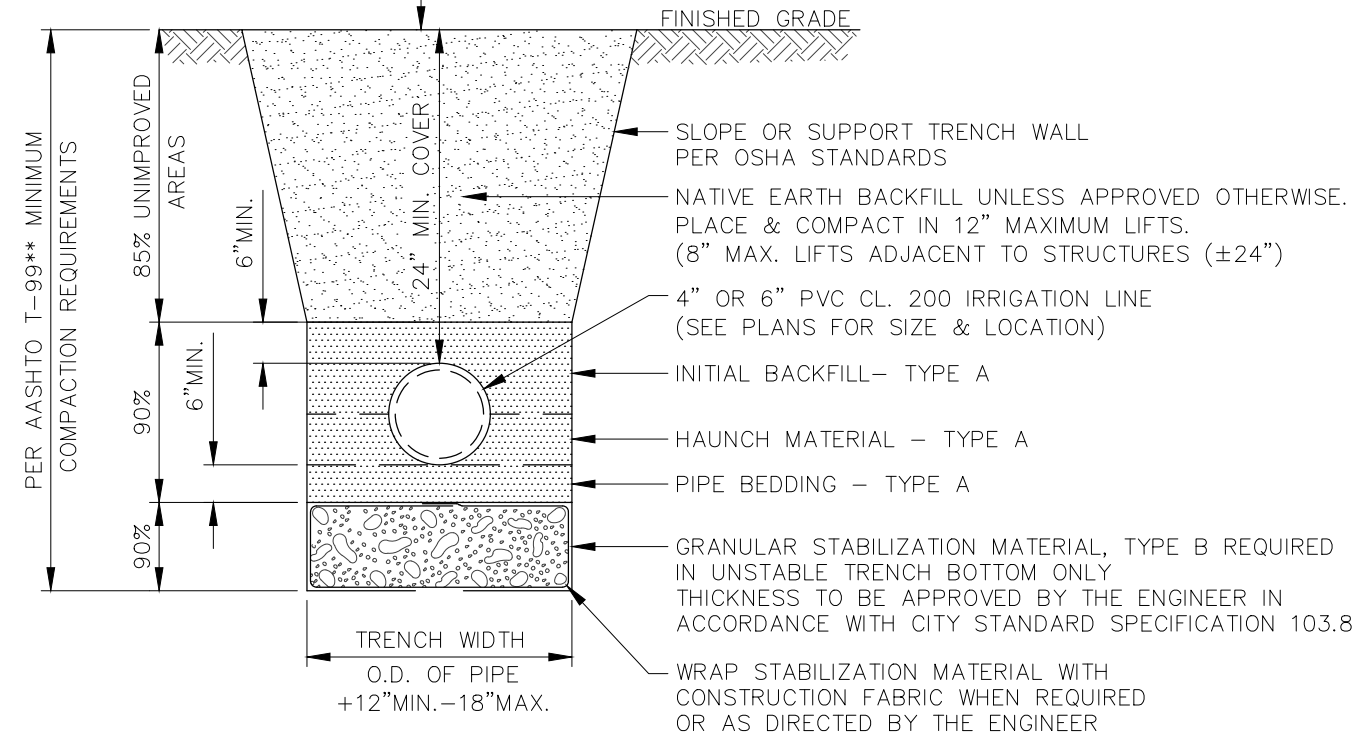
**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
IRRIGATION LINES - PLAN VIEW**

N:\Landproj\F2101 Las Colonias River Front Park Re-Vegetation & Irrigation\B0CAD\DESIGN\IRRIGATION PLAN SHEETS\F2101.dwg - PLOTTED 2021-09-08

BACKFILL NOTE:
ALL BACKFILL MATERIAL SHALL BE UNIFORMLY ADJUSTED TO WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT PRIOR TO PLACEMENT & COMPACTION.

SIEVE SIZE	MAXIMUM PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES		
	PIPE BEDDING, HAUNCH & INITIAL BACKFILL MATERIAL (CRUSHED ROCK-TYPE A)	GRANULAR STABILIZATION MATERIAL (SCREENED OR CRUSHED ROCK, TYPE B)	IMPORTED BACKFILL MATERIAL (USE ONLY WHERE SPECIFIED OR DIRECTED BY THE ENGINEER)
12 INCH	---	---	100
2 INCH	---	100	---
1 INCH	100	---	---
NO 4	---	15 MAX	---
NO 200	20 MAX	---	3% - 20%

RESTORE DISTURBED SURFACES TO EXISTING CONDITION & GRADE

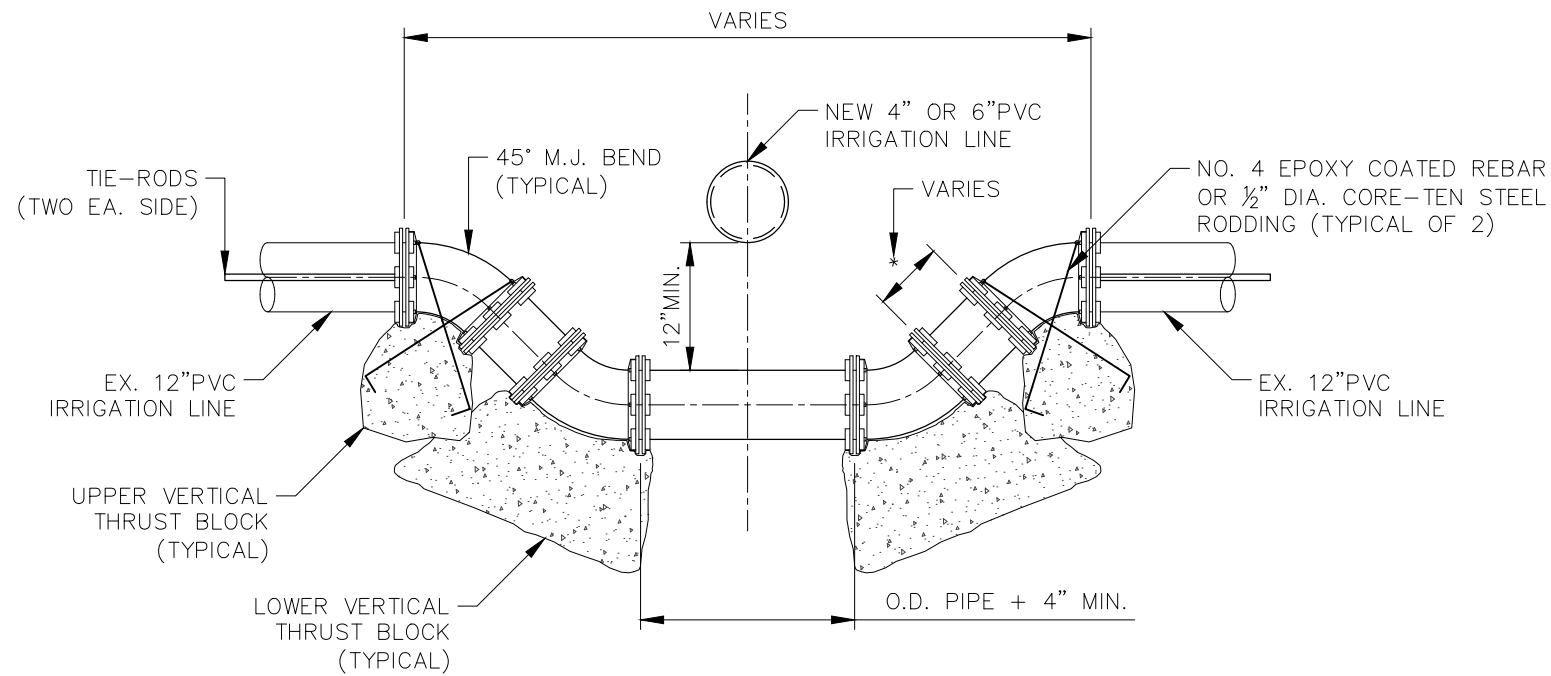


REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



PUBLIC WORKS ENGINEERING DIVISION
PROJECT NO. F2101

RIVER PARK AT LAS COLONIAS RE-VEGETATION & IRRIGATION CONSTRUCTION DETAILS

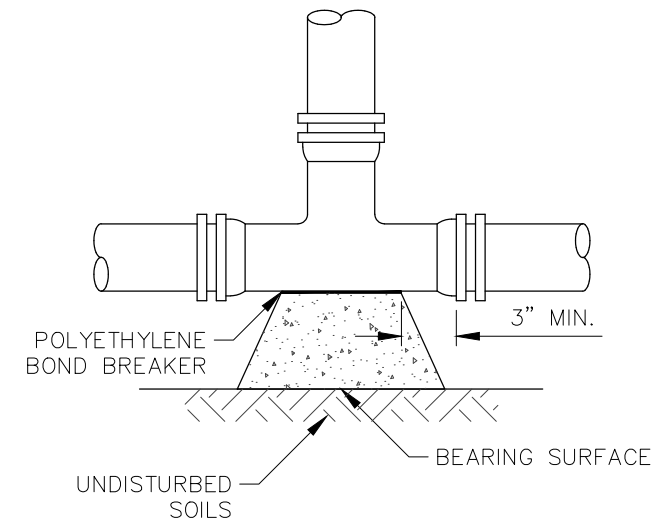


GENERAL NOTES:

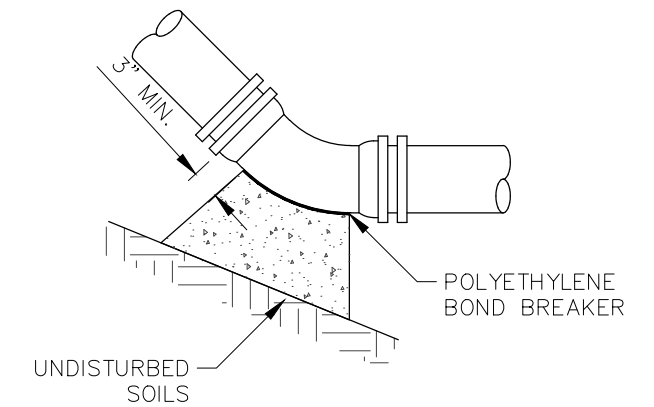
1. SIZING OF VERTICAL THRUST BLOCKS BY DESIGN ENGINEER.
2. RESTRAINING PIPE SHALL BE 3/4" TIE RODS WITH NUTS & WASHERS. TIE-RODS SHALL BE MADE OF "COR-TEN" STEEL PER ASTM A242. TWO (2) TIE-RODS WILL BE REQUIRED FOR PIPES 12" & SMALLER.
3. ALL METALLIC PIPE, FITTINGS & RELATED APPURTENANCES SHALL BE WRAPPED IN 8MIL POLYETHYLENE.
4. REQUIREMENTS FOR PIPE LARGER THAN 12" DIAMETER SHALL BE DETERMINED BY THE DESIGN ENGINEER.

WATER LINE CROSSING ADJUSTMENT

NOT TO SCALE

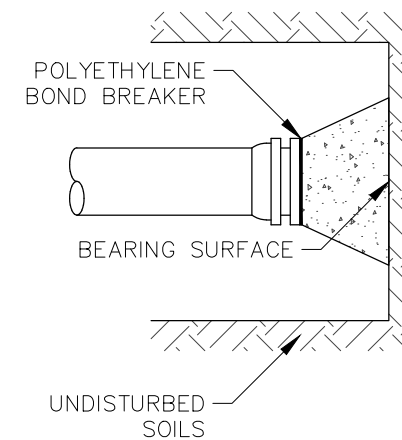


TEE

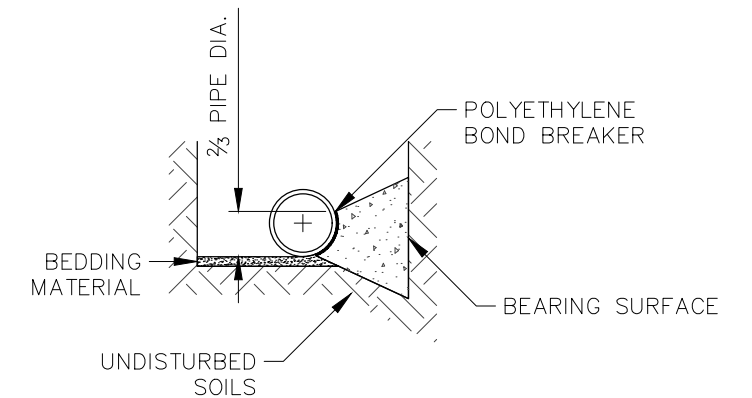


T PICAL BENDS

11 1/4 - 22 1/2 - 45 - 0



DEAD END



T PICAL CROSS-SECTION

GENERAL NOTES:

1. PIPE INSTALLED UNDER CONDITIONS DIFFERENT FROM THOSE NORMALLY ENCOUNTERED SHALL REQUIRE THRUST BLOCKS DESIGNED FOR THE CURRENT CONDITIONS.
2. THRUST BLOCKS ON PIPES LARGER THAN 12" IN DIAMETER SHALL BE DESIGNED FOR EXISTING CONDITIONS AT THE TIME OF INSTALLATION.
3. ALL THRUST BLOCKS SHALL BE A MINIMUM OF 3,000 PSI CONCRETE. PLACE 8 MIL POLYETHYLENE BOND BREAKER BETWEEN ALL FITTINGS & THRUST BLOCKS.
4. MECHANICAL RESTRAINTS ARE TO BE INSTALLED IN ACCORDANCE WITH THE CITY STANDARDS FOR CONSTRUCTION OF UNDERGROUND UTILITIES - SECTION 104.3d.

T PICAL THRUST BLOCK APPLICATIONS

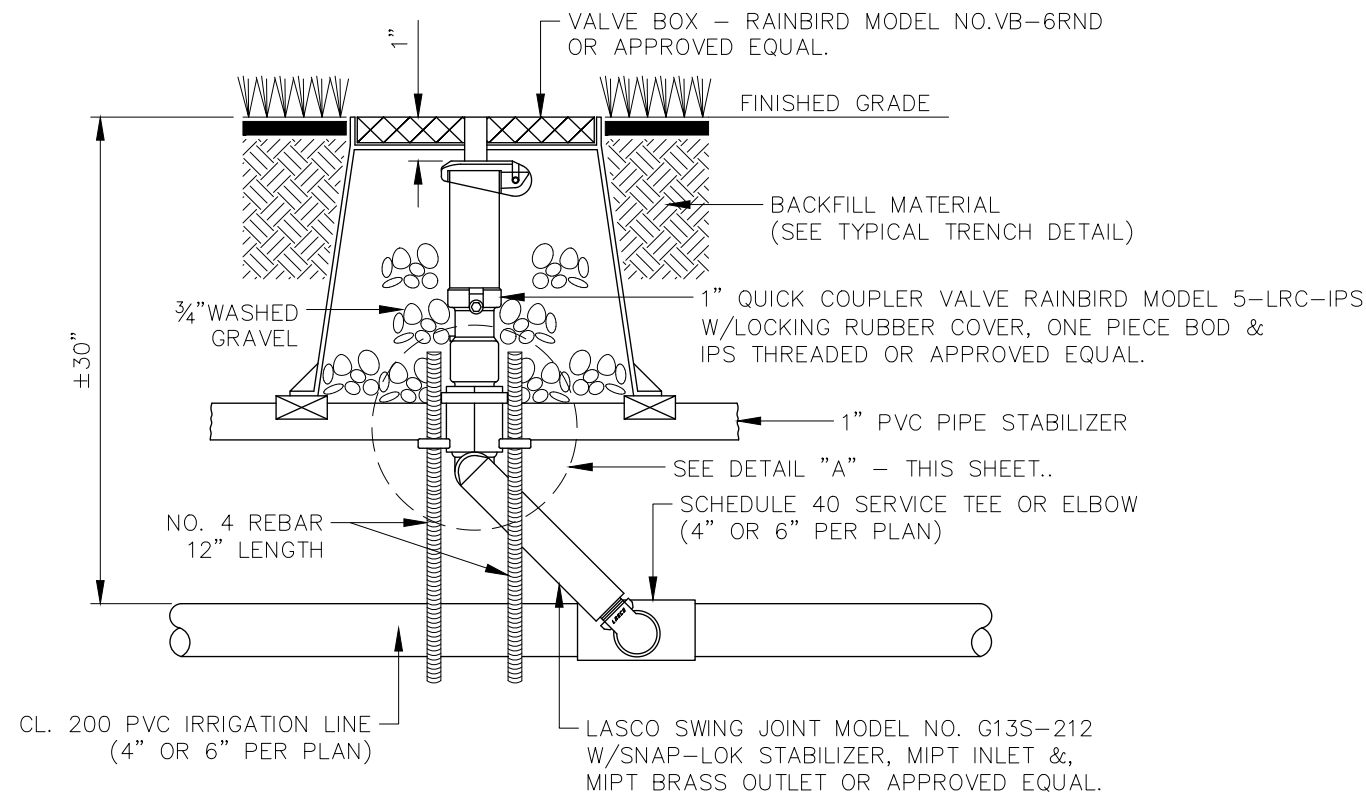
NOT TO SCALE

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REVISION Δ REV 3			BH	09/2021
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**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

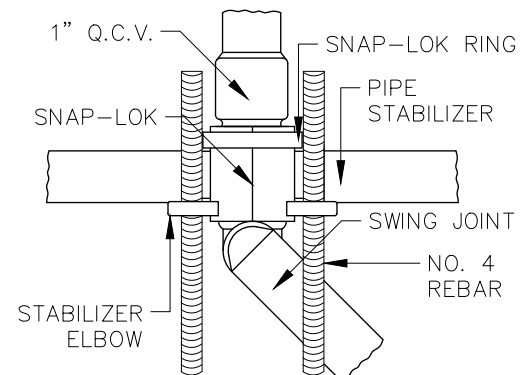
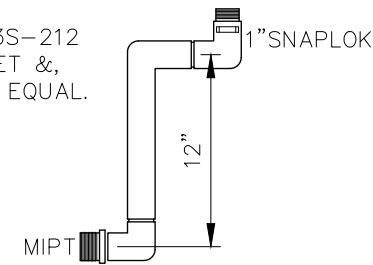
**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
CONSTRUCTION DETAILS**



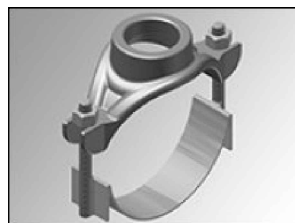
SWING JOINT CONNECTION AT QUICK-COUPLING VALVE
NOT TO SCALE

SWING JOINT SPECIFICATIONS:

- LASCO SWING JOINT MODEL NO. G13S-212 W/SNAP-LOK STABILIZER, MIPT INLET &, MIPT BRASS OUTLET OR APPROVED EQUAL.
- * 1" DIA. RIGID PVC TYPE 1
- + 12" LAY LENGTH
- * 1" INLET & OUTLET
- * 315 P.S.I. RATING OR APPROVED EQUAL.



DETAIL "A"
NOT TO SCALE



DUCTILE IRON PIPE SADDLE
NOT TO SCALE

PIPE FITTING SPECIFICATIONS:

- HARCO IPS SADDLES (DUCTILE IRON)
 - PART NO. 804804 (4"x2")
 - PART NO. 806804 (6"x2")
 - * 2" FEMALE NPT THREADS
- MATERIAL SPECIFICATIONS:**
- * CASTING — DUCTILE IRON (ASTM A536)
 - * GASKETS — VIRGIN SBR (ASTM F477)
 - * STRAP (2" WIDTH) — STAINLESS STEEL (ASTM A240)
 - * BOLTS, NUTS & WASHERS — STAINLESS STEEL (ASTM A420) OR APPROVED EQUAL.



QUICK-COUPLING VALVE
NOT TO SCALE

QUICK-COUPLING VALVE SPECIFICATIONS:

- RAINBIRD MODEL NO. 5-LRC-IPS — 5 1/2" HEIGHT
- * PRESSURE RATING = 5 TO 125 PSI
- * FLOW RATE = 10 TO 125 GPM
- * 1" IPS LOCKING RUBBER COVER
- * ONE PIECE BODY
- * IPS THREADED OR APPROVED EQUAL.

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REVISION Δ REV 2			NCW	09/2021
REVISION Δ REV 3			BH	09/2021
REVISION Δ REV 4			BH	09/2021



**PUBLIC WORKS
ENGINEERING DIVISION**
PROJECT NO. F2101

**RIVER PARK AT LAS COLONIAS
RE-VEGETATION & IRRIGATION
PRODUCT INFORMATION & DETAILS**

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project (Addendum 1)

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
2	626	Construction Surveying	1.	Lump Sum	\$ _____	\$ _____
3	620	Sanitary Facility	1.	EA	\$ _____	\$ _____
4	208	Stabilized Construction Entrance	2.	EA	\$ _____	\$ _____
5	208	Erosion Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
6		Potholing (See Plan Set for assumed locations)	1.	Lump Sum	\$ _____	\$ _____
7	203	Earthwork (Excavation & Embankment)	410.	CY	\$ _____	\$ _____
8	RAW 108.2	4" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	1,510.	LF	\$ _____	\$ _____
9	RAW 108.2	6" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	2,730.	LF	\$ _____	\$ _____
10	RAW 108.3	Raw Water - 4" x 4" x 4" Tee (MJ Fittings) (Includes thrust blocking)	6.	EA	\$ _____	\$ _____
11	RAW 108.3	Raw Water - 6" x 6" x 4" Tee (MJ Fittings) (Includes thrust blocking)	4.	EA	\$ _____	\$ _____
12	RAW 108.3	Raw Water - 6" x 6" x 6" Tee (MJ Fittings) (Includes thrust blocking)	1.	EA	\$ _____	\$ _____
13	RAW 108.3	Raw Water - 4", 11.25° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
14	RAW 108.3	Raw Water - 4", 22.5° Elbow (MJ Fittings)	2.	EA	\$ _____	\$ _____
15	RAW 108.3	Raw Water - 4", 45° Elbow (MJ Fittings)	2.	EA	\$ _____	\$ _____
16	RAW 108.3	Raw Water - 4", 90° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
17	RAW 108.3	Raw Water - 6", 11.25° Elbow (MJ Fittings)	13.	EA	\$ _____	\$ _____
18	RAW 108.3	Raw Water - 6", 22.5° Elbow (MJ Fittings)	6.	EA	\$ _____	\$ _____
19	RAW 108.3	Raw Water - 6", 45° Elbow (MJ Fittings)	1.	EA	\$ _____	\$ _____
20	RAW 108.3	Raw Water - 4" End Cap/Plug	9.	EA	\$ _____	\$ _____
21	RAW 108.3	Raw Water - 6" End Cap/Plug	2.	EA	\$ _____	\$ _____
22	RAW 108.3	Raw Water - 4" Megalug / 4" Trans Gasket / 4" M.J. Bolt Kit	51.	EA	\$ _____	\$ _____
23	RAW 108.3	Raw Water - 6" Megalug / 6" Trans Gasket / 6" M.J. Bolt Kit	54.	EA	\$ _____	\$ _____
24	RAW 108.3	Raw Water - 4" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	4.	EA	\$ _____	\$ _____
25	RAW 108.3	Raw Water - 6" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	1.	EA	\$ _____	\$ _____

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	RAW 108.3	Tapping Saddles (DIP) (4"x2" IPS HARCO) (or approved equal)	26.	EA	\$ _____	\$ _____
27	RAW 108.3	Tapping Saddles (DIP) (6"x2" IPS HARCO) (or approved equal)	43.	EA	\$ _____	\$ _____
28	RAW 108.3	Quick Coupler Valve with 6" Round Valve Box (See Plan Details for preferred product info)	69.	EA	\$ _____	\$ _____
29	RAW 108.3	Swing Joint Assembly Complete (See Plan Details) (Includes No. 4 Rebar, 24" at each Assembly)	69.	EA	\$ _____	\$ _____
30	ELEC	Irrigation 2-WIRE (to be installed along top of 6" pipe)(Direct Bury)	2,730.	LF	\$ _____	\$ _____
31	Landscaping	Seeding PHASE 1 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed mix)	3.	ACRE	\$ _____	\$ _____
32	Landscaping	Seeding PHASE 2 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed mix)	3.47	ACRE	\$ _____	\$ _____
33	Landscaping	10-ft wide Granite Fines Trail Repair (Assume 24" wide trench)	120.	SF	\$ _____	\$ _____
34	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	<u>\$ 8,538.00</u>

Bid Amount: \$ _____

Bid Amount: _____

dollars

Contractor Name:
Contractor Address:
Contractor Phone #:

Appendix C (Addendum 1)

Irrigation and Landscape Specifications

Irrigation Specifications

1. General

Scope of Landscape Irrigation Work

Furnish all labor, equipment, appliances, materials and perform all operations required to complete irrigation system installation and other work as shown on the applicable drawings and as specified herein, guarantee, and meet conditions of this Contract.

Job Supervision - Irrigation

All work specified herein shall be performed under the direct supervision of a superintendent thoroughly familiar with the work of this Section and who shall be at the Project site for the duration of the work of this Section.

Job Conditions and Provisions - Irrigation

No irrigation system construction shall take place during freezing or wet weather or when temperatures are less than 40 degrees Fahrenheit, and no trenches shall be backfilled with frozen material. Installation of the system shall not take place until all earthwork has been substantially completed, compacted. Errors, conflicts or omissions from the Drawings or Specifications, or the misdescription of details of work which are manifestly necessary to carry out the intent of the Drawings or Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details or work, but they shall be performed as if fully and clearly set forth and described in the Drawings and Specifications.

Substitute Products

Requests for substitution of products named in this section must be approved by the Owner's Representative one week prior to bid opening.

Tolerances

Depths of mains shall be twenty-four inches (24") to top of pipe, including laterals and pitch of pipes as specified shall be minimums. Coverage achieved on site shall be guaranteed according to plan; any un-watered areas due to poor placement of or insufficient heads shall be corrected by the Contractor.

Layout of Lines & Levels

Before any installation operations are started, the site shall be completely staked out for the work of this Section by the Contractor. Pipes are not to be installed through tree root ball locations. All mains and valve locations shall be staked out for approval before installation by the Owners Representative.

2. Products

Isolation Gate Valve

Isolation valves (4") are to be 4" Mueller A-2361 Resilient Wedge Gate Valve or approved equal.

Isolation Gate Valve

Isolation valves (6") are to be 6" Mueller A-2361 Resilient Wedge Gate Valve or approved equal.

Quick Coupler Valves

1-inch quick coupler valves are to be Rainbird model No. 5-LRC-IPS, 5 ½-inch height, one piece body & IPS threaded, with SnapLok installation, or approved equal. Quick Coupler cap shall be 1" RB QCV Rubber Cover, 1 piece. Quick coupler cap to be set 1-inch below valve box cover, utilizing swing joint assembly.

Swing Joint Assembly

Swing Joint assembly to be Lasco Swing Joint Model No. G13S-218. Assembly to include 1" Schule 40 PVC 90-degree elbow SXF 407-010SR; Harco DIP Saddle IPSxFIP; 2"x1" Sch. 40 PVC Bushing MXF 439-249; and 1"x12" Sch. 80 PVC Nipple Toe pipe. Schedule 80 PVC pipe to be trimmed to length based on grade variation to set swing joint to 45 degrees, and to ensure quick coupler cap is set at 1" below valve box lid.

Valve Boxes

Valve box to be Rainbird Model No. V8-6RND or approved equal.

Irrigation Pipe – Main Pressure Line

Main Pressure Line pipe shall be 6" PVC Class 200 (SDR21) with mechanical joint fittings, as detailed, sized as shown on the plan.

Irrigation Pipe – Lateral Lines

Lateral pipe shall be 4" PVC Class 200 (SDR21) with mechanical joint fittings, as detailed, sized as shown on the plan.

Irrigation 2 wire

2-wire shall be Rainbird FD-101TURF.

3. Materials

Irrigation Point of Connection (POC) – Raw Water Line

The Contractor shall tie into existing raw water line where shown on drawing. Contractor to coordinate with City of Grand Junction (Public Works) for tie-in. See specifications and details for appliances. The City may choose to make the POC in lieu of the Contractor.

Quick Coupler Valves

Quick coupler valves are to be installed on swing joint at location and grade

as indicated on drawings and as per details. Installation requires staking and tying quick coupler to stake. Drive stake to 4" below grade and tie with nylon tie.

Valve Boxes

Install valve box at locations shown on drawings. Extensions and adjustments shall be made to establish the valve box and cover flush with the final grade level, and provide 4" layer of washed gravel as sump.

Trench Excavation

Trenches shall be cut to true line and grade. Over-excavation of trenches for piping shall require compacted backfill to bring bottom of trench up to grade. Provide for surface drainage during construction. De-water all excavations immediately.

Trenching & Backfilling

Comply with earthwork specifications, see Civil specification as required.

Piping - General

Manufacturer's specifications covering installation of their material shall be followed. Underground lines up to 2" shall have minimum horizontal clearance of two inches of each other. No sprinkler line shall be stacked vertically in a common trench. Lines shall have minimum horizontal clearance of 12 inches from the lines of other trades and minimum 2 inches vertical clearance between lines crossing at 45 degrees to 90 degrees. When pipelaying is not in progress, or at end of each day, pipe ends shall be closed with tight plug or cap.

4. Warranty

As-Built Submittals

The Contractor shall submit an as-built or record plan upon completion of work showing precise location of isolation/gate valves, water mains, laterals, quick couplers, etc., and any changes in proposed locations of water mains, quick couplers, laterals, isolation/gate valves, etc., to the owner and their representative before final application for payment. Provide one reproducible and three prints.

Vandalism

Minor vandalism or other damage to the plantings or related work shall be the responsibility of the contractor until all work receives Final Acceptance. major vandalism or damage caused by others through no fault of the contractor or is subcontractors shall be immediately brought to the attention of the owners representative who will be the sole judge as to the extent of such damage. Major damage is typically any damage over \$500 worth of

materials and/or labor required to repair the damage. For the contractor to be awarded additional monies under the provisions of "extra work", stated in the general conditions, he shall have fully protected his work as specified herein. Any failure, however slight, of the contractor to have protected his work shall be grounds to nullify any request for additional remuneration.

Planting Specifications

1. General

Scope of Landscape Work

Include labor, equipment, material, incidentals, for the completion of planting, seating, and mulch work shown on the drawings, stated in the specifications, or otherwise required.

Planting Commencement

No planting work shall commence until the adjacent site improvements, drainage improvements, irrigation installation and finish grading has been completed. No heavy trucking or moving of equipment shall be permitted on newly completed sod or seeded areas. Further, the irrigation system shall have been tested in the presence of the operators representative and be in operating order prior to any planting, seeding or sodding.

Weather Restrictions

No lawn or planting work shall take place during inclement weather or when the ground conditions are, in the opinion of the owner's representative, not in a condition to be properly worked.

Irrigation & Establishment Restrictions

No seating or planting operations shall occur prior to April 15th nor later than September 30th.

Substitute Products

Request for substitution of products named in this section must be approved by the owner's representative one week prior to bid opening.

2. Products

Native Seed Mix

Contractor shall submit seed variety and mixture to the Project Engineer for approval. Quantity of bulk seed required to provide the specified PLS/1000 S.F. shall be calculated from purity and germination (as shown on sack tags) of the lot of seed actually purchased.

Hydromulch

Contractor shall submit variety and mixture to the Project Engineer for approval and must follow manufacturer recommendation for quantity and placement.

Biotic Soil Amendment

Contractor shall submit variety and mixture to the Project Engineer for approval and must follow manufacturer recommendation for quantity and placement.

3. Materials

Biotic Soil Amendment

50% ground well-aged cow or chicken manure, or ground sheep manure, 50% finely ground and aged wood chip, with a proven analysis to verify organic content, pH, electro-conductivity, nitrogen, potassium, and phosphorus content. A sample of the material will be supplied to the owners' representative with an analysis.

Hydromulch over Native Seeded area.

Following the application of the hydroseed of the native seed mix, hydromulch shall be applied at a rate consistent with manufacturer specifications. Contractor shall be responsible for the masking and or cleaning of all adjacent surfaces, including but not limited to: pavements, fencing, plant materials, buildings, utility appurtenances, and foundations.

Hydroseed Native Seed Mix

The native seed mix shall be the Buffalo Brand Foothills Mix, or approved equal. The mixture shall consist of 20% Western Wheatgrass, Arriba; 20% Streambank Wheatgrass, Sodar; 20% Annual Ryegrass, VNS; 15% Mountain Brome, Bromar; 15% Bluebunch Wheatgrass, Goldar; 10% Thickspike Wheatgrass, Critana. Contractor shall be responsible for the masking and or cleaning of all adjacent surfaces, including but not limited to: pavements, fencing, plant materials, buildings, utility appurtenances, and foundations.

Warranty

Maintenance Period for Seeded Areas

The maintenance shall begin immediately after each area is seeded and continue for 30 days or until final acceptance, whichever is longer. During this time the contractor shall be responsible for re-fertilizing, re-seeding, and re-mulched as directed by the Project Engineer or owner's representative. After 30 days or until final acceptance of the entire project (whichever is longer), maintenance shall become the responsibility of the owner.

Final Acceptance for Seeded Areas

The seeded area shall be accepted on the basis of having a uniform plant growth over the entire seeded area. Acceptable uniform plant growth shall be defined as when the scattered bare spots, not greater than (1) sq. ft., do not exceed (5%) of the irrigated seeded area. If determined deficient, the owner's representative will

direct the contractor on what seeded areas need to be re-seeded or replaced at the final walkthrough.

Final Inspection and Acceptance

Inspection of the work to determine completion of contract, exclusive of a possible replacement of plants, will be made by the owner's representative at the conclusion of construction operations. The condition of all planting will be noted and a determination made by the owners representative weather maintenance shall continue in any part. Contractor will be notified of acceptance of the work or any deficiencies in the requirements for completion. Plants must be in excellent and vigorous condition prior to Final Acceptance.



Purchasing Division

ADDENDUM NO. 2

DATE: October 27, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

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:** For bonding purposes, what is the physical address of the Las Colonias project?
A: The address is 925 Struthers Ave. Grand Junction, CO 81501.

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 that reads "Kassy Hackett". The signature is written in a cursive style with a large initial "K" and "H".

Kassy Hackett, Buyer
City of Grand Junction, Colorado

4. Contractor's Bid FormBid Date: 11-3-2021Project: IFB-4959-21-KH "Las Colonias River Park Re-Vegetation & Irrigation Project"Bidding Company: Clarke & Co., IncName of Authorized Agent: Wacey ClarkeEmail Wacey@gjclarkeandco.comTelephone 970-241-5317 Address 3017 Highway 50City Grand Junction State CO Zip 81503

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 consider 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: 2 Addenda

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: Clarke & Co., Inc.

Authorized Signature: 

Title: President

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.

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project (Addendum 1)

Contractor: Clarke & Co., Inc.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	626	Mobilization	1.	Lump Sum	\$ <u>6,550.00</u>	\$ <u>6,550.00</u>
2	626	Construction Surveying	1.	Lump Sum	\$ <u>1,236.00</u>	\$ <u>1,236.00</u>
3	620	Sanitary Facility	1.	EA	\$ <u>500.00</u>	\$ <u>500.00</u>
4	208	Stabilized Construction Entrance	2.	EA	\$ <u>600.00</u>	\$ <u>1,200.00</u>
5	208	Erosion Control (Complete in Place)	1.		<u>3,150.00</u>	<u>3,150.00</u>
6		Potholing (See Plan Set for assumed locations)	1.	Lump Sum	\$ <u>2,565.00</u>	\$ <u>2,565.00</u>
7	203	Earthwork (Excavation & Embankment)	410.	CY	\$ <u>6.50</u>	\$ <u>2,665.00</u>
8	RAW 108.2	4" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	1,510.	LF	\$ <u>9.75</u>	\$ <u>14,722.50</u>
9	RAW 108.2	6" Raw Water Pipe (C-200 PVC) (SDR21) (Includes Type A bedding and haunching material and backfill of trench with native materials meeting 103.16 Earth backfill material. TYP.)	2,730.	LF	\$ <u>16.85</u>	\$ <u>46,000.50</u>
10	RAW 108.3	Raw Water - 4" x 4" x 4" Tee (MJ Fittings) (Includes thrust blocking)	6.	EA	\$ <u>209.00</u>	\$ <u>1,254.00</u>
11	RAW 108.3	Raw Water - 6" x 6" x 4" Tee (MJ Fittings) (Includes thrust blocking)	4.	EA	\$ <u>287.00</u>	\$ <u>1,148.00</u>
12	RAW 108.3	Raw Water - 6" x 6" x 6" Tee (MJ Fittings) (Includes thrust blocking)	1.	EA	\$ <u>316.00</u>	\$ <u>316.00</u>
13	RAW 108.3	Raw Water - 4", 11.25° Elbow (MJ Fittings)	1.	EA	\$ <u>184.00</u>	\$ <u>184.00</u>
14	RAW 108.3	Raw Water - 4", 22.5° Elbow (MJ Fittings)	2.	EA	\$ <u>174.00</u>	\$ <u>348.00</u>
15	RAW 108.3	Raw Water - 4", 45° Elbow (MJ Fittings)	2.	EA	\$ <u>174.00</u>	\$ <u>348.00</u>
16	RAW 108.3	Raw Water - 4", 90° Elbow (MJ Fittings)	1.	EA	\$ <u>204.00</u>	\$ <u>204.00</u>
17	RAW 108.3	Raw Water - 6", 11.25° Elbow (MJ Fittings)	13.	EA	\$ <u>204.00</u>	\$ <u>2,652.00</u>
18	RAW 108.3	Raw Water - 6", 22.5° Elbow (MJ Fittings)	6.	EA	\$ <u>205.00</u>	\$ <u>1,230.00</u>
19	RAW 108.3	Raw Water - 6", 45° Elbow (MJ Fittings)	1.	EA	\$ <u>201.00</u>	\$ <u>201.00</u>
20	RAW 108.3	Raw Water - 4" End Cap/Plug	9.	EA	\$ <u>149.00</u>	\$ <u>1,341.00</u>
21	RAW 108.3	Raw Water - 6" End Cap/Plug	2.	EA	\$ <u>356.00</u>	\$ <u>712.00</u>
22	RAW 108.3	Raw Water - 4" Megalug / 4" Trans Gasket / 4" M.J. Bolt Kit	51.	EA	\$ <u>87.00</u>	\$ <u>4,437.00</u>
23	RAW 108.3	Raw Water - 6" Megalug / 6" Trans Gasket / 6" M.J. Bolt Kit	54.	EA	\$ <u>106.00</u>	\$ <u>5,724.00</u>
24	RAW 108.3	Raw Water - 4" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	4.	EA	\$ <u>933.00</u>	\$ <u>3,732.00</u>
25	RAW 108.3	Raw Water - 6" Isolation/Gate Valve & 10" Valve Box (Includes Extension Sleeve & Washed Gravel Sump)	1.	EA	\$ <u>1,126.00</u>	\$ <u>1,126.00</u>

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: Clarke & Co.,

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	RAW 108.3	Tapping Saddles (DIP) (4"x2" IPS HARCO) (or approved equal)	26.	EA	\$ <u>114.50</u>	\$ <u>2,977.00</u>
27	RAW 108.3	Tapping Saddles (DIP) (6"x2" IPS HARCO) (or approved equal)	43.	EA	\$ <u>119.00</u>	\$ <u>5,117.00</u>
28	RAW 108.3	Quick Coupler Valve with 6" Round Valve Box (See Plan Details for preferred product info)	69.	EA	\$ <u>109.00</u>	\$ <u>7,521.00</u>
29	RAW 108.3	Swing Joint Assembly Complete (See Plan Details) (Includes No. 4 Rebar, 24" at each Assembly)	69.	EA	\$ <u>160.00</u>	\$ <u>11,040.00</u>
30	ELEC	Irrigation 2-WIRE (to be installed along top of 6" pipe)(Direct Bury)	2,730.	LF	\$ <u>.65</u>	\$ <u>1,774.50</u>
31	Landscaping	Seeding PHASE 1 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed)	3.	ACRE	\$ <u>8,236.00</u>	\$ <u>24,708.00</u>
32	Landscaping	Seeding PHASE 2 - (Includes Native Seed, Biotic Earth, Richlawn Organic Fertilizer and Hydro Mulch) (See project specifications for approved native seed)	3.47	ACRE	\$ <u>8,236.00</u>	\$ <u>28,578.92</u>
33	Landscaping	10-ft wide Granite Fines Trail Repair (Assume 24" wide trench)	120.	SF	\$ <u>2.50</u>	\$ <u>300.00</u>
34	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ <u>150.00</u>	\$ <u>150.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>8,538.00</u>
Bid Amount:						\$ <u>194,250.42 *</u>

Bid Amount:

One Hundred Ninety Four Thousand Two Hundred Fifty Dollars & 42/100

dollars

Contractor Name:	Clarke & Co., Inc.
Contractor Address:	3017 Highway 50 Grand Junction, CO 81503
Contractor Phone #:	970-241-5317

* Updated bid is based on negotiations with the City of Grand Junction Engineering, Purchasing, and other Department Staff on Friday, November 5, 2021.

Bid Schedule: 2021 LCRP Re-vegetation & Irrigation Project

Contractor: Clarke & Co., Inc

Item No.	CDOT, City RRef.	Description	QQuantity	UUnits	Unit PPrice	Total PPrice
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Contractor Name:	Clarke & Co. Inc
Contractor Address:	3017 Highway 50
Contractor Phone #:	970-241-5317

** Updated bid is based on negotiations with the City of Grand Junction Engineering, Purchasing, and other Department Staff on Friday, November 5, 2021.*

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Clarke & Co., Inc.
3017 Hwy 50
Grand Junction, CO 81503

SURETY:

(Name, legal status and principal place of business)

US Specialty Insurance Company

Mailing Address for Notices

US Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040

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

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

OWNER:

(Name, legal status and address)

City of Grand Junction
33 West Ave Bldg C
Grand Junction, CO 81501

BOND AMOUNT: \$5% of bid submitted

PROJECT:

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

Las Colonias River Park Re-Vegetation & Irrigation Project
IFB-4959-21-KH

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

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

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

Signed and sealed this 3rd day of November 2021


(Witness)

Clarke & Co., Inc.

(Principal)

(Seal)

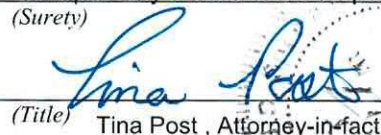

(Title) President


(Witness)

US Specialty Insurance Company

(Surety)

(Seal)


(Title) Tina Post, Attorney-in-fact



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Rebecca A. Borquez, Brian Dere, James B. Lummis, Tina Post or Christopher A. Rose of Grand Junction, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (****\$3,000,000.00****). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By:
Daniel P. Aguilar, Vice President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of November, 2021.

Corporate Seals
Bond No. Bid Bond
Agency No. 15135



Kio Lo, Assistant Secretary

HCCSMANPOA06/2018

visit tmhcc.com/surety for more information

PERFORMANCE BOND

U.S. Specialty Insurance Company

Bond No.: 1001097635

CONTRACTOR:

(Name, legal status and address)

Clarke & Co., Inc,
3017 Hwy 50
Grand Junction, CO 81503

OWNER:

(Name, legal status and address)

City of Grand Junction
39 West Ave Bldg C
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 12/2/2021

Amount: \$194,250.42

Description:

(Name and location)

Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

BOND

Date: 12/3/2021

(Not earlier than Construction Contract Date)

Amount: \$194,250.42

Modifications to this Bond: None See Section 16

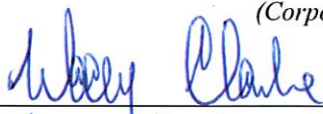
CONTRACTOR AS PRINCIPAL

Company:

Clarke & Co., Inc,

Signature:

Name and Title:

(Corporate Seal)

Wacey Clarke, Pres.

SURETY

Company:

U.S. Specialty Insurance Company

Signature:

Name and Title: Tina Post, Attorney-in-fact



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Moody-Valley Insurance Agency
760 Horizon Dr Ste 302
Grand Junction, CO 81506
970-248-8300

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

PAYMENT BOND

U.S. Specialty Insurance Company

Bond No.: 1001097635

CONTRACTOR:

(Name, legal status and address)

Clarke & Co., Inc,
3017 Hwy 50
Grand Junction, CO 81503

SURETY:

(Name, legal status and principal place of business)

U.S. Specialty Insurance Company
13403 Northwest Freeway
Houston, TX 77040-6094

OWNER:

(Name, legal status and address)

City of Grand Junction
39 West Ave Bldg C
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 12/2/2021
Amount: \$194,250.42
Description:
(Name and location)
Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH

BOND

Date: 12/3/2021
(Not earlier than Construction Contract Date)
Amount: \$194,250.42
Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Clarke & Co., Inc,
Signature: *Wacey Clarke*
Name and Title: *Wacey Clarke, Pres.*

SURETY

Company: *(Corporate Seal)*
U.S. Specialty Insurance Company
Signature: *Tina Post*
Name and Title: Tina Post, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Moody-Valley Insurance Agency
760 Horizon Dr Ste 302
Grand Junction, CO 81506
970-248-8300

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Christopher A. Rose, Tina Post or James B. Lummis of Grand Junction, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (***\$3,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

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

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Signature] (seal)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of December, 2021.

Corporate Seals
Bond No. 1001097635
Agency No. 15135



[Signature]
Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2021

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

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

PRODUCER Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Moody-Valley Insurance Agency PHONE (A/C, No, Ext): (970) 248-8300 E-MAIL ADDRESS: certrequestgj@moodyins.com		FAX (A/C, No): (970) 242-1894	
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Westfield National Ins Co			24120
		INSURER B: Pinnacol Assurance			41190
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			
INSURED Clarke & Co., Inc.; Clarke Holdings, LLC 3017 Highway 50 Grand Junction CO 81503					

COVERAGES**CERTIFICATE NUMBER:** 21/22 Master**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TRA9972766	09/01/2021	09/01/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TRA9972766	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			TRA9972766	09/01/2021	09/01/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4211969	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased & Rented Equipment			TRA9972766	09/01/2021	09/01/2022	Limit ACV	350,000
							Deductible	500

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

Project: Las Colonias River Park Re-Vegetation & Irrigation Project IFB-4959-21-KH A 30 Day Notice of Cancellation applies, except for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction 33 West Ave Bldg C Grand Junction CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Moody-Valley Insurance Agency</i>
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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY Moody-Valley Insurance Agency, Inc.		NAMED INSURED Clarke & Co., Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Contractors Pollution Liability - Westchester Surplus Lines Insurance Policy # G70915510004 effective 9/1/21 to 9/1/22. \$500,000 General Aggregate Limit/\$500,000 Each Pollution Condition.

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Blanket Additional Insured status applies only to the extent provided in form CG 7137 1112; CG 2037 0413 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG 7137 1112 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CG 7137 1112 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form CG 2503 0509 when required by written contract.

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form CA 7077 1013 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CA 7077 1013 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CA 0449 1116 when required by written contract.

Excess Liability:

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

Worker's Compensation:

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

IMPORTANT:

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

- A. Expected or Intended Injury**
 - Reasonable force
- B. Liquor Liability Coverage Extension**
- C. Non-Owned Watercraft**
 - Increased to 60 feet
- D. Non-Owned Aircraft**
- E. Damage To Property - Borrowed Equipment**
- F. Damage To Premises Rented To You**
- G. Personal And Advertising Injury**
 - Contractual Personal and Advertising Injury
 - Exclusions
- H. Supplementary Payments**
 - Bail Bonds - \$2,500
 - Loss of Earnings - \$1,000
- I. Additional Insureds - Automatic Status**
 - State or Governmental Agency or Subdivision or Political Subdivision Controlling Interest
 - Managers or Lessors of Premises
 - Mortgagee, Assignee or Receiver
 - Owners or Other Interests From Whom Land Has Been Leased
 - Co-Owners of Insured Premises
 - Lessor of Leased Equipment
- J. Who Is An Insured broadened**
 - Joint Ventures / Partnership / Limited Liability Company
 - Health Care Professionals (Incidental Medical Malpractice)
 - Individual Owners of Building are Insured's
 - Newly Formed or Acquired Entities
- K. Knowledge and Notice of Occurrence**
- L. Other Insurance Condition Amended**
- M. Unintentional Failure To Disclose Hazards**
- N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status**
- O. Liberalization**
- P. Definitions**
 - Bodily Injury redefined
 - Insured Contract redefined
 - Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion a. is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item 2. **Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions g.2(a)** is replaced with the following:

- (a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions g. Aircraft, Auto or Watercraft**, the following is added:

- (6) An aircraft you do not own provided that:
 - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
 - (b) It is rented with a trained, paid crew; and
 - (c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

- (1) Property you own, rent or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to:

- (i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or
- (ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Item 2. **Exclusions**, the last paragraph of Item 2. **Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, Item 2. **Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, the following are added to Item 2. **Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.b. is replaced with the following:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, item 1.d. is replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

I. ADDITIONAL INSURED - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs a. through g. below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

- (a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

- (b) The construction, erection, or removal of elevators.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

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

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through f. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph 4.b.(1) of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

- (1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item 1:

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

- (1) Prior to the termination date of any joint venture, limited liability company or partnership; or

- (2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

- a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or
- b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

- a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit**, the following is added:

- e. The requirement in Condition 2.a. applies only when the "occurrence" or offense is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- f. The requirement in Condition 2.b. will not be breached unless the breach occurs after such claim or "suit" is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An "executive officer" or insurance manager, if you are a corporation; or
 - (4) A manager, if you are a limited liability company.
- g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

- (1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or
- (3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**
- (4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **6. Representations**, the following is added:

- d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS**, item **3.** is deleted and replaced with the following:

3. "Bodily Injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS**, item **9.** is deleted and replaced with the following:

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer, or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give

them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in (1) above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS**, item 14. the following is added to the definition of "Personal and advertising injury":

- h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or
 - (b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- A. Who Is An Insured broadened:**
 - Additional Insured by Contract, Agreement or Permit
 - Legally Incorporated Subsidiaries
 - Newly Acquired Organizations
- B. Supplementary Payments**
 - Bail Bonds - \$5000
 - Loss of Earnings - \$500
- C. Fellow Employee Exclusion Amendment**
- D. Coverage Extensions**
 - Transportation Expenses
 - Personal Effects (Excess Basis)
- E. Additional Coverages**
 - Expenses paid for returning a stolen covered auto
 - Fire Department Service Charge
- F. Airbag Coverage - Accidental Discharge**
- G. Glass Repair - Waiver of Deductible**
- H. Knowledge and Notice of an Accident, Claim or Suit**
- I. Unintentional Failure To Disclose Hazards**
- J. Worldwide Coverage**
- K. Definitions**
 - Bodily Injury Redefined

In addition to the policy amendments contained in A. through K. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 60
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation) - CA 04 44

A. WHO IS AN INSURED BROADENED

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item A. Coverage, 1. Who Is An Insured is amended to include the following additional paragraphs:

- d.** Any legally incorporated subsidiary of yours in which you own more than

50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

- (1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;
- (2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- (3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

- f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments**, subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 per day because of time off from work.

C. FELLOW EMPLOYEE EXCLUSION AMENDMENT

SECTION II - COVERED AUTOS LIABILITY COVERAGE, item **B. Exclusions, 5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

D. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to \$100 per day to a maximum of \$1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item **4. Coverage Extensions**:

c. Personal Effects

We will pay up to \$500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

E. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

- 5. We will pay the expense of returning a stolen covered "auto" to you.
- 6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to \$1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions**, subparagraph 3.a. is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

G. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, item **D. Deductible** the following paragraph is added:

No deductible shall apply to glass damage if the glass is repaired rather than replaced.

H. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss**, is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not

mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

I. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

J. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory**, subparagraph (5) is deleted and replaced with the following:

(5) Anywhere in the world, if:

- (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and
- (b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rico or Canada or in a settlement we agree to.
- (c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

K. DEFINITIONS

Under **SECTION V - DEFINITIONS**, Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

All Projects

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall
- not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A and for all medical expenses caused by accidents under Section I - Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section - III Limits of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

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

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

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

tion from any other insurance available to such "insured".

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

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

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

NCCI #: WC000313B
Policy #: 4211969

Clarke & Co., Inc.
3017 Hwy 50
Grand Junction, CO 81503

Moody-Valley Insurance Agency, Inc.
760 Horizon Drive
#302
Grand Junction, CO 81506-1509
(970) 243-3421

ENDORSEMENT: Blanket Waiver of Subrogation

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 1, 2021 Expires on: September 1, 2022
Pinnacol Assurance has issued this endorsement September 2, 2021