

CHANGE ORDER

Number 1

Date: 7-Sep-23
 To: K & D Construction, Inc.
 From: City of Grand Junction, Department of Public Works and Utilities
 Project: 27 Rd Sanitary Sewer Capacity Increase - SRTS 27 Rd South of Unaweep
 Project Code F2004-F200405
 GL 201-330-010.8330

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

Scope of work increased to include installation of Ø8" irrigation pipe, connection to existing precast concrete control boxes, installation of new sumps for point of use and gate valves to control flow

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

Original Contract Amount	\$847,590.85
Approved Change Orders	0.00
This Change Order	79,437.76
Revised Contract Amount	<u>\$927,028.61</u>

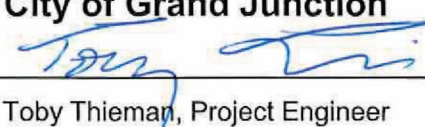
Summary of Contract time adjustments:

Original Contract Time	80.	Cal. Days
Approved Change Orders	0.	
This Change Order	21.	
Revised Contract Time	<u>101.</u>	Cal. Days

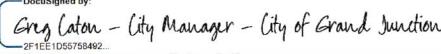
Construction Start Date: September 18, 2023
 Contract Completion Date: December 27, 2023

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

Owner: **City of Grand Junction**

Prepared by:  Date: 9/8/2023
 Toby Thieman, Project Engineer

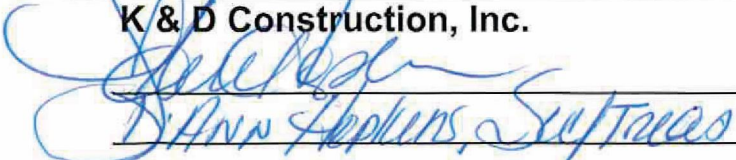
Recommended by:  Date: 9/13/2023
DocuSigned by: F066953B4D30492
 Trent Prall, Public Works Director

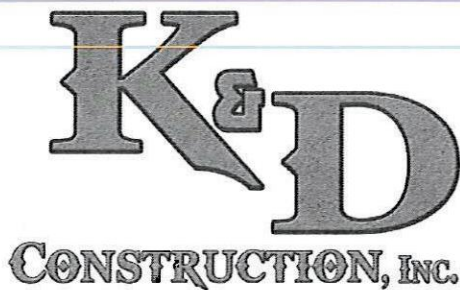
Approved by:  Date: 9/13/2023
DocuSigned by: 2F1E11056780492
 Greg Caton, City Manager

Reviewed by: _____ Date: _____

0

Contractor: **K & D Construction, Inc.**

Signature:  Date: 9/8/23
 Name and Title: Dawn Hopkins, Supt/Traco



KEVIN HOPKINS
President
kevin@kdconstructioninc.com

970-433-7533
507 Fruitvale Ct. Suite A.
Grand Junction, CO 81504

August 8, 2023

City of Grand Junction
Attention: Toby Thieman, Project Engineer

****REVISION #2****

Re: City of Grand Junction 27 Road Unawweep Sewer Project
Toby,

Per your request, below is a breakdown of the Irrigation Change Order pricing.

Install approximately 434 LF of 8" PVC SDR21 Irrigation Line
Install (3) Nyloplast Irrigation Basins w/Grates
Install (2) Cast in Place Irrigation Structures w/Metal Grating
Removal & Disposal of Existing Irrigation Line & Structures
Traffic Control – Lane Shift (No Closure)
Restoration of Sod, Gravel Driveways & Fencing Removal/Replacement as Needed
Survey & Soil Testing

Labor Costs – \$ 21,365.20
Equipment Costs – \$ 12,470.00
GJ Winwater – 8" Pipe/Fittings & Valve/Tee/24" Nyloplast Basins w/Grates- \$ 22,383.31
Cast in Place Irrigation Structures w/Grates - \$5,985.00
Pipe Bedding/Trench Backfill/Unsuitable Soils Removal & Replacement – \$ 7,401.50
Dewatering/Dump Fees/Soils Testing/Traffic Control & Survey - \$6,050.00
5% Markup – \$ 3,782.75

Total = \$79,437.76

Includes: 434 LF 8" Irrigation Line & 3 Nyloplast Basins & 2 Cast In Place Irrigation Structures & T Connections to Homeowners Irrigation Pumps @ \$183.04/LF

**Revision #2 Includes the deletion of 136 LF of 8" Irrigation Line, 1 Nyloplast Basin and Adding 2 – 8x10 Fittings at Milo Drive and 1– 6x8 Fitting at the CMP connection just north of B ¾ Road.

Includes Davis Bacon Wage Rates and per the Irrigation Pump Detail received on August 3, 2023.

Bid Items #3, #4 & #5 will be replaced with the 12" Irrigation Line Change Order - <20,575.60>.

The original bid item #4 - 8" Irrigation Pipe bid at \$58.00/LF includes the following:

140 LF – 8" DR41 PIP Pipe
Current Labor Rates

The revised pricing requested from K&D to perform the installation of the new 8" Irrigation Line, Nyloplast Basins, Cast In Place Structures and the re-alignment of the homeowners irrigation connections include the following:

434 LF – 8" PVC SDR21 Pipe
Davis Bacon Wages/Certified Payroll Rates – Grant Requirements
3 EA -Nyloplast Irrigation Basins w/Grates
2 EA– Cast in Place Irrigation Structures w/Grates
4 EA– Homeowner Irrigation Pump Connections – Stake 3' from Irrigation Mainline
5 EA– Connect to Existing Irrigation Line – (2) Milo Drive, (1) 6" CMP, (2) Cast in Place Structures
Per the City of Grand Junction Detail provided to K&D on August 3, 2023.
To Include the Irrigation Changes received from Toby on Friday, August 4th.

The City and K&D cannot use the existing 8" Irrigation Pipe bid item to install the Irrigation Changes as the scope of work has changed. This includes the type of pipe, homeowner pump connections including valves & tees, concrete irrigation structures, nyloplast irrigation basins and the certified payroll requirements that were not included in the original proposal. The PIP pipe in the original bid was changed to SDR21 in the revised pricing due to the strength requirement of the pipe that will be needed under the future sidewalk.

Pricing is based on the assumption that the 6" CMP is in good condition to tie on to and that the Milo Drive connections are 10" diameter PVC or smaller.

Any questions, let us know. Thanks

K & D Construction, Inc.



Kevin Hopkins
President



NOTICE TO PROCEED

Date: June 15, 2023

Contractor: K & D Construction, Inc.

Project: 2023 Sewer Replacement – 27 Rd – Unaweeep Ave. to B ¾ Road
IFB-5218-23-DD

In accordance with the Contract dated June 7, 2023, the Contractor is hereby notified to begin work on the Project on or before July 5, 2023.

The date of final completion as determined is October 30, 2023.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: K & D Construction, Inc.

By: DocuSigned by: Kevin Hopkins

Print Name: Kevin Hopkins

Title: President

Date: 6/15/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **7th day of June 2023** 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 **K & D Construction, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses 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 **2023 Sewer Replacement – 27 Road – UnawEEP Ave to B ¾ Road IFB-5218-23-DD.**

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:

- The body of this Contract Agreement
- Solicitation Documents for the Project; **2023 Sewer Replacement - 27 Road – UnawEEP Ave to B ¾ Road IFB-5218-23-DD**
- Notice of Award
- Contractor’s Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- 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 **Eight Hundred, Forty-Seven Thousand, Five Hundred, Ninety and 85/100 Dollars (\$847,590.85)**. 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 (30) 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 Sub-Contractor 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 percent (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each bind 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 affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
0F790E7D50F44B6...
Duane Hoff, Jr. Contracts Administrator

6/9/2023
Date

K & D Construction, Inc.

DocuSigned by:
By: Kevin Hopkins
F5E0B1D74831A45F...
Kevin Hopkins, President

6/8/2023
Date



Purchasing Division

Invitation for Bid

IFB-5218-23-DD

2023 Sewer Replacement – 27 Road–Unaweeep Ave to B ³/₄ Road

Responses Due:

May 17, 2023, Prior to 2:00 PM

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

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:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

Invitation for Bids

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Price Proposal/Bid Schedule Form

Appendix

Attachments (Click on Links)

Attachment A: City of Grand Junction Standard Contract Documents for Capital Improvements Construction

[Attachment A Standard Contract Documents](#)

Attachment B: Construction Drawings

[Attachment B Construction Drawings](#)

1. Instructions to Offerors

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 Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Non-Mandatory Pre-Bid Meeting:** Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on April 20, 2023, at 10:00AM. Meeting location shall be in the City Hall Auditorium located at 250 N 5th St, Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the 2023 Sewer Replacement Project – 27 Road from Unawep Ave to B ¾ Rd. This is required to satisfy a necessary capacity increase from a Ø12" sewer pipe to a Ø15". All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.
- 1.4 Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "Contractors Prequalification Application". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from Contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the solicitation document. Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).
- 1.5 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 its authorized representative.
- 1.6 Compliance:** All Offerors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner

omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

- 1.7 **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.
- 1.8 **Submission:** See Section 4.0 for preparation and Submittal Terms. Bids shall be formatted as directed in Section 4.0. Submittals that fail to follow this format may be ruled non-responsive.

Bid Opening 2023 Sewer Replacement
May 17, 2023, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/155674197>

You can also dial in using your phone.

Access Code:

155-674-197

United States:

[+1 \(312\) 757-3121](tel:+13127573121)

Join from a video-conferencing room or system.

Meeting ID:

155-674-197

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

155674197@67.217.95.2 or 67.217.95.2##155674197

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9 **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.
- 1.10 **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 Offeror.

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.

- 1.11 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12 Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.13 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 Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.14 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.15 Examination of Specifications:** Offerors 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 its 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 itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
 - d. 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 Offeror 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 Offerors, 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.

- 1.16 Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.
- 1.17 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 <https://co-grandjunction.civicplus.com/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.
- 1.18 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.19 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, Section XVI "Taxes". Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.

- 1.20 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 Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.21 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exception, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.22 Collusion Clause:** Each Offeror 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 Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.23 Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, 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.

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

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

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

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 Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. 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 and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its 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 Contract Documents is to include all labor, materials, equipment, services, 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 Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 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 its 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 itself 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 its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it 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 its 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 its 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 it 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 its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its 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 its 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 its 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 Purchasing Agent 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 its best skill and attention. It 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 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 its 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its 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 its operations. At the completion of Work, it shall

remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

2.16. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional Services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

2.16.1 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

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 by and/or against the Owner growing out of or under the performance.

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

2.20. 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 Offeror 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 the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.

- 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 it 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 Offeror 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 Offeror 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 Offeror 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. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as 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 Offeror 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 Offeror's Bid

Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, 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 **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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 it 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, it shall restore, at its 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, it 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 discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it 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.
- 2.35. 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.
- 2.36. 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.
- 2.37. Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 2.38. 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.

- 2.39 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.40 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work 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 at least thirty (30) days past notification.
- 2.41 Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.41.1** 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.
- 2.41.2** 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.
- 2.41.3** 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.
- 2.42 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 Section 9 "Affirmative Action/EEO.
- 2.43. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.44. 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.
- 2.45. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.46. 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 of the Contract Documents at any time in accordance with the terms thereof.

- 2.47. 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.
- 2.48. 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 Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, 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.
- 2.49. 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.

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

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, 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.

2.51. 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 Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Offeror shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Offeror'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 Offeror in the same manner as previously prescribed.

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

2.53. 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.

2.54. 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 claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.

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

2.56. Governing Law: Any agreement as a result of responding to this Invitation For Bid 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.

2.57. Expenses: Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Offeror and cannot be charged to the Owner.

2.58. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.

- 2.59. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 2.60. 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 its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.61. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. 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).

2.61.1. "Public project" is defined as:

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

3. Statement of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the Sanitary Sewer Replacement on 27 Road Project.

3.2. PROJECT DESCRIPTION: Remove 1000 lineal feet of Ø12” existing sanitary sewer truss pipe and replace with Ø15” PVC pipe. This section of sanitary sewer pipe lies between Unawep Avenue and B ¾ Road and includes bypass pumping, replacing manholes, asphalt “T” patches and replacing disturbed irrigation piping.

3.3. SPECIAL CONDITIONS & PROVISIONS: See attached Project Manual.

3.3.1 Non-Mandatory Pre-Bid Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on April 20, 2023, at 10:00AM. Meeting location shall be in the City Hall Auditorium located at 250 N 5th St, Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Dolly Daniels; Senior Buyer
City of Grand Junction
dollyd@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Toby Thieman, Project Engineer, who can be reached at (970) 712-2757. 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: Toby Thieman, Project Manager
333 West Avenue, Building C
Grand Junction, CO 81501

3.3.4 Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.3.5 Pre-Qualification: Contractors must be pre-qualified in the following categories to submit a bid response for this Project:

-3A Sewer Pipes and Manholes

Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

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

3.3.7 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.

3.3.8 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.

3.3.9 Contract: A binding Contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the Offeror's response (bid) to the IFB, (4) clarification of the bid, if any, and (5) 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 Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror 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.

3.3.10 Time of Completion: The scheduled time of Completion for the Project is **40 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.

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

All Work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

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

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

NONE

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

Mesa County Stormwater Permit – if necessary

Mesa County Dewatering Permit – if necessary

CDOT Permit – if necessary

City of Grand Junction Right-of-Way Permit – where necessary

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

Door Hangers

3.3.15 Project Sign: Project Signs, if any, will be furnished and installed by the City.

3.3.16 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.

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

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

3.3.19 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices (MUTCD). A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two (2) days prior to the pre-construction meeting.

- 27 Road can be closed for the duration of the project with access given to the local residents and employees. Alternate routes will be Linden Avenue or 27 ½ Road

- 3.3.20 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.
- 3.3.21 Quality Control Testing:** Contractor shall perform Quality Control testing on concrete soil compaction and asphalt densities at least as often as the Quality Assurance frequency states in City Standards UU-3.
- 3.3.22 Quality Assurance Testing:** The City of Grand Junction will perform all other necessary Quality Assurance Testing.
- 3.3.23 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plans
 - Project Schedule
 - Pipe material and fittings
 - Manhole Design
 - Asphalt Design mix
 - Concrete Design Mix
- 3.3.24 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.25 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.
- 3.3.26 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.27 Existing Utilities and Structures:** Utilities were not potholed during design of this Project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.
- 3.3.28 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.
- 3.3.29 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

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

- Sign removal and relocation

3.3.31 Existing Concrete Sidewalks, Pans, Fillets, Curbs, and Gutters: The existing sidewalks, pans, fillets, curbs, and gutters 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.

3.3.32 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: This project involves removing and replacing three manholes and 1000 lineal feet of Ø15" PVC sanitary sewer pipe. Included in this contract is removal of asphalt, milling where replacement of asphalt meets with existing asphalt. Bypass pumping will be required and during bypass pumping there must be a representative on site. Traffic control & an approved traffic plan is required. This sanitary sewer has manholes that are deep, in the range of 17' deep. Plan on trench boxes and practice OSHA safety. Ground water is expected.

3.5 Attachments (Click on the links):

Appendix A: City of Grand Junction Standard Contract Documents for Capital Improvements Construction

[Attachment A Standard Contract Documents](#)

Appendix B: Construction Drawings

[Attachment B Construction Drawings](#)

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

- Contractor's Bid Form
- Price Bid Schedule
- References

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on
Non-Mandatory Pre-Bid Meeting
Prequalification Deadline
Inquiry deadline, no questions after this date

April 5, 2023
April 20, 2023, 10:00 AM
April 26, 2023
May 3, 2023

Addendum Posted
Submittal deadline for proposals
City Council Approval
Notice of Award & Contract execution
Bonding & Insurance Cert due
Preconstruction meeting
Work begins no later than
Final Completion

May 4, 2023
May 17, 2023
June 7, 2023
June 9, 2023
June 16, 2023
June 21, 2023
Receipt of Notice to Proceed
40 Calendar Days from Notice
to Proceed

Holidays:

Memorial Day
Juneteenth
Independence Day

May 29, 2023
June 19, 2023
July 4, 2023

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5218-23-DD "Sewer Replacement – 27 Road – Unawweep Ave to B ¼ Rd"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____.

It is the responsibility of the Offeror 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 Offeror 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 Offeror 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 Offeror certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Offeror or with any competitor.

Appendix C

Bid Schedule 2023 Sewer Replacements – 27 Road – UnawEEP Avenue to B ³/₄ Road

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	104.2	Ø4" PVC Sanitary Sewer Service Connection to edge of easement (See Std Detail SS-07) (Cleanout not installed)	12	EA	\$ _____	\$ _____
2	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	999	LF	\$ _____	\$ _____
3	108.2	6" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connection at ends.	160	LF	\$ _____	\$ _____
4	108.2	8" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connections at ends.	135	LF	\$ _____	\$ _____
5	108.2	15" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connections at ends.	52	LF	\$ _____	\$ _____

6	108.3	15" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	12	EA	\$ _____	\$ _____
7	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bug holes and imperfections prior to coating)	58	Vert. Ft.	\$ _____	\$ _____
8	108.5	Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	4	EA	\$ _____	\$ _____
9	108.5	Manhole Barrel Section (D>5') (48" I.D.)	38	Vert. Ft.	\$ _____	\$ _____
10	202	Removal of Existing Pipe (Size & type as shown on plans)	999	LF	\$ _____	\$ _____
11	202	Removal of Asphalt Mat (Full Depth)	1123	SY	\$ _____	\$ _____
12	202	Asphalt Removal (Planing) (Thickness Varies)	451	SY	\$ _____	\$ _____
13	202	Removal of Manhole (Price to include plugging existing abandoned pipes and removal and disposal of concrete sections)	4	EA	\$ _____	\$ _____
14	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	10	EA	\$ _____	\$ _____
15	208	Erosion Control Log	400	LF	\$ _____	\$ _____
16	210	Reset Fence (Height and Material Shown on Plan)	60	LF	\$ _____	\$ _____

17	210	Reset/Repair Sprinkler System (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
18	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	1	Lump Sum	\$ _____	\$ _____
19	210	Reset Mailbox to new 4" x 4" Treated Post	3	LF	\$ _____	\$ _____
20	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
21	304	Aggregate Base Course (Class 6) (12" thick)	1123	SY	\$ _____	\$ _____
22	304	Aggregate Base Course (Class 6) (6" thick)	113	SY	\$ _____	\$ _____
23	401	Hot Bituminous Pavement (2" Thick) (Grading SX, Binder Grade PG 64-22) (GYR. = 75) (One 2" Lift Bottom Mat)	1810	SY	\$ _____	\$ _____
24	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	1123	SY	\$ _____	\$ _____
25	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____
26	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
27	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
28	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____

29	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 100,000.00

Total Bid Amount \$ _____

Bid Amount: _____ **Dollars**



Purchasing Division

ADDENDUM NO. 1

DATE: April 13, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – 27 Road – Unawep Ave to B ¾ Road IFB-5218-23-DD

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.

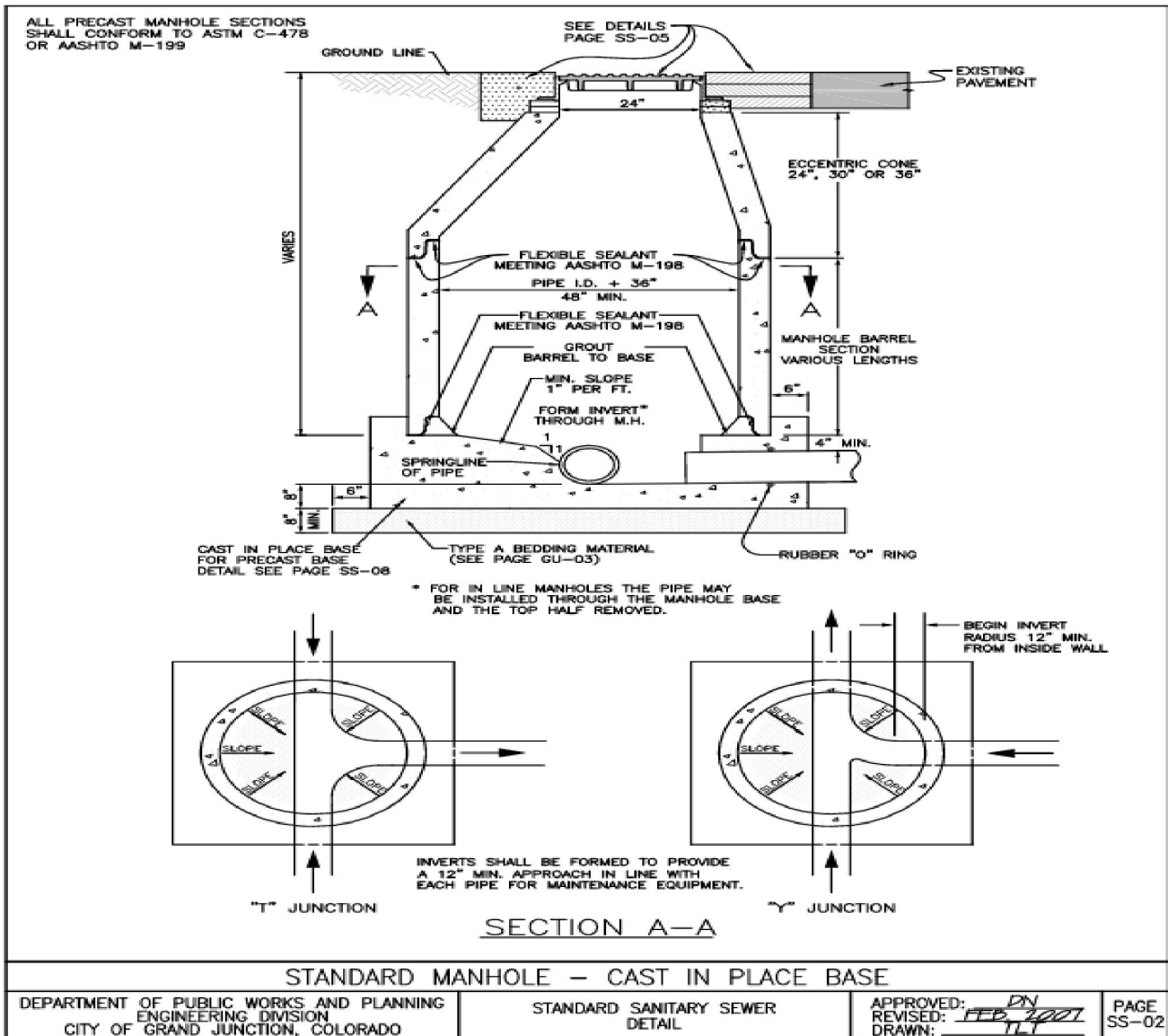
Please make note of the following clarifications:

1. **Question:** I see in the plans that they are calling out 48" Diameter manhole for the 15" PVC sewer pipe. According to your City Standards the biggest sewer pipe allowed to be installed in a 48" Manhole is 12" Pipe per Detail S02. Just wanted to let you know that following the City standards the manholes should be 60" Diameter sewer manholes and not 48". Please advise.

Answer: Manholes on 27 Road sanitary sewer replacement need to be all Ø60" per SS-02. See below and attached/linked revised Bid Schedule and Construction Drawings.

[Revised Construction Drawings for Addendum 1](#)

[Revised Bid Schedule for Addendum 1](#)



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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Appendix C

Bid Schedule 2023 Sewer Replacements – 27 Road – UnawEEP Avenue to B ¾ Road

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
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2	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	999	LF	\$ _____	\$ _____
3	108.2	6" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connection at ends.	160	LF	\$ _____	\$ _____
4	108.2	8" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connections at ends.	135	LF	\$ _____	\$ _____
5	108.2	15" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A material, includes connections at ends.	52	LF	\$ _____	\$ _____

6	108.3	15" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	12	EA	\$ _____	\$ _____
7	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bug holes and imperfections prior to coating)	58	Vert. Ft.	\$ _____	\$ _____
8	108.5	Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	4	EA	\$ _____	\$ _____
9	108.5	Manhole Barrel Section (D>5') (60" I.D.)	38	Vert. Ft.	\$ _____	\$ _____
10	202	Removal of Existing Pipe (Size & type as shown on plans)	999	LF	\$ _____	\$ _____
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13	202	Removal of Manhole (Price to include plugging existing abandoned pipes and removal and disposal of concrete sections)	4	EA	\$ _____	\$ _____
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17	210	Reset/Repair Sprinkler System (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
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19	210	Reset Mailbox to new 4" x 4" Treated Post	3	LF	\$ _____	\$ _____
20	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
21	304	Aggregate Base Course (Class 6) (12" thick)	1123	SY	\$ _____	\$ _____
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23	401	Hot Bituminous Pavement (2" Thick) (Grading SX, Binder Grade PG 64-22) (GYR. = 75) (One 2" Lift Bottom Mat)	1810	SY	\$ _____	\$ _____
24	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	1123	SY	\$ _____	\$ _____
25	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____
26	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
27	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
28	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____

29	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 100,000.00

Total Bid Amount \$ _____

Bid Amount: _____ **Dollars**



Purchasing Division

ADDENDUM NO. 2

DATE: April 20, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – 27 Road – Unawep Ave to B ¾ Road IFB-5218-23-DD

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. Addition of Geotechnical Investigation Final Report – US50 Sewer Project

[Geotechnical Investigation Report US50 Sewer Project](#)

2. Revised Bid Schedule (Link and Attached)

[Revised Bid Schedule Addendum 2](#)

3. Revise Solicitation Section 3.3.10 Time of Completion: The schedule time of Completion for the Project is **80 Calendar Days** from the starting date specified in the Notice to Proceed.

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 blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

ADDENDUM # 2

Appendix CBid Schedule 2023 Sewer Replacements – 27 Road – UnawEEP Avenue to B ³/₄ Road

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	104.2	Ø4" PVC Sanitary Sewer Service Connection to edge of easement (See Std Detail SS-07) (Cleanout not installed)	12	EA	\$ _____	\$ _____
2	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Backfill of Trench with Existing Material)	999	LF	\$ _____	\$ _____
3	108.2	6" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connection at ends.	160	LF	\$ _____	\$ _____
4	108.2	8" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connections at ends.	135	LF	\$ _____	\$ _____
5	108.2	15" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connections at ends.	52	LF	\$ _____	\$ _____
6	108.3	15" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	12	EA	\$ _____	\$ _____
7	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bug holes and imperfections prior to coating)	58	Vert. Ft.	\$ _____	\$ _____

8	108.5	Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (includes backfill with native materials meeting 103.16)	3	EA	\$ _____	\$ _____
9	108.5	Manhole Barrel Section (D>5') (60" I.D.)	30	Vert. Ft.	\$ _____	\$ _____
10	108.5	Type A, Imported Backfill Material (where existing material is not acceptable)	140	Tons	\$ _____	\$ _____
11	202	Removal of Existing Pipe (Size & type as shown on plans)	999	LF	\$ _____	\$ _____
12	202	Removal of Asphalt Mat (Full Depth)	1123	SY	\$ _____	\$ _____
13	202	Asphalt Removal (Planing) (Thickness Varies)	451	SY	\$ _____	\$ _____
14	202	Removal of Manhole (Price to include removal and disposal of concrete sections)	3	EA	\$ _____	\$ _____
15	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	10	EA	\$ _____	\$ _____
16	208	Erosion Control Log	400	LF	\$ _____	\$ _____
17	210	Reset Fence (Height and Material Shown on Plan)	60	LF	\$ _____	\$ _____
18	210	Reset/Repair Sprinkler System (Complete in Place)	1	Lump Sum	\$ _____	\$ _____

19	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	1	Lump Sum	\$ _____	\$ _____
20	210	Reset Mailbox to new 4" x 4" Treated Post	3	Each	\$ _____	\$ _____
21	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
22	304	Aggregate Base Course (Class 6) (12" thick)	1123	SY	\$ _____	\$ _____
23	304	Aggregate Base Course (Class 6) (6" thick)	113	SY	\$ _____	\$ _____
24	401	Hot Bituminous Pavement (2" Thick) (Grading SX, Binder Grade PG 64-22) (GYR. = 75) (One 2" Lift Bottom Mat)	1810	SY	\$ _____	\$ _____
25	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	1123	SY	\$ _____	\$ _____
26	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____
27	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
28	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
29	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____

30	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ _____	\$ _____
31	Q/C	Q/C backfill, sub base, base, soil and asphalt density inspection tests	35	Each	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 100,000.00

Total Bid Amount \$ _____

Bid Amount: _____ **Dollars**



Purchasing Division

ADDENDUM NO. 3

DATE: April 24, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – 27 Road – Unawep Ave to B ¾ Road IFB-5218-23-DD

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. Question:** Can average and peak flow rates on the existing 12” sanitary sewer line be provided for bypass pump sizing purposes?
Answer: The estimated average flow is .65 million gallons per day.
The estimated peak flows are 1.0 million gallons per day.
- 2. Question:** What is the maximum allowable surcharge on the existing sanitary line during bypass pumping operations?
Answer: Surcharge level will only be to the top of the 15” pipe and not allowed any higher in a manhole. There must also be a redundant pump as a contingent plan.
- 3. Question:** Will sound attenuated pumps be required for bypass pumping given the proximity to residences along 27 Road?
Answer: Sound attenuation is not required.

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 blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 4

DATE: May 4, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – 27 Road – Unawep Ave to B ¾ Road IFB-5218-23-DD

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. **Question:** Bid Item #1 says (cleanout not installed) but on the plan sheets, Note #354 it says to install cleanout. Is the Contractor to supply and install cleanouts for all services? Is there another bid item # the cleanouts should be included in if actually needed?
- Answer:** See attached and linked revised drawing/plan sheets with the following corrections:
#354 strikethrough on cleanout note and clarified
#677 2" thick, one-2" lift on note
[Revised Plans/Drawings Addendum 4 IFB-5218-23-DD](#)

No changes to the Bid Specification Sheets

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 blue ink that reads "Dolly Daniels".

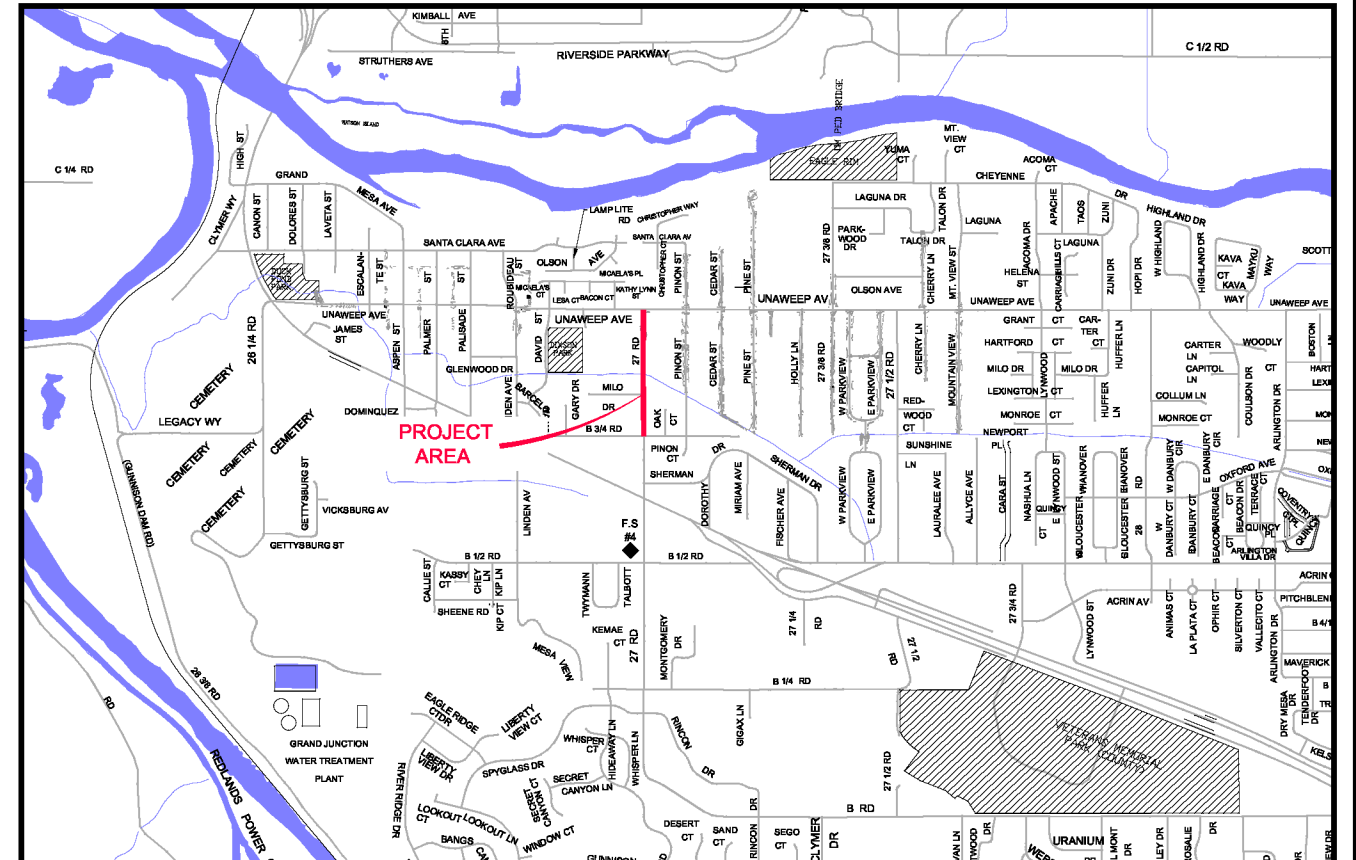
Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

2022 Sewer Line Replacement

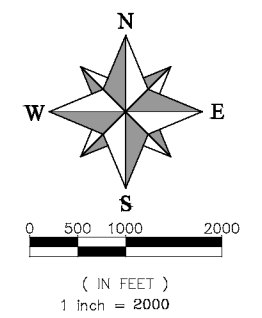
27 Rd — Unaweep Ave to B 3/4 Rd

- 1 — Cover Sheet
- 2 — Standard Abbreviations, Legend and Symbols
- 3 — Project Control Map
- 4 — 27 ROAD P&P Sta 10 + 00 — 12+00
- 5 — 27 ROAD P&P Sta 12 + 00 — 14+00
- 6 — 27 ROAD P&P Sta 14 + 00 — 16+00
- 7 — 27 ROAD Sta 16 + 00 — 18+00
- 8 — 27 ROAD P&P Sta 18 + 00 — 20+20

VICINITY MAP



UTILITIES AND AGENCIES								
AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE	VOICE-WK	FAX
CITY OF GRAND JUNCTION	Toby Thiemann	PROJECT ENGINEER	PROJECT ENGINEER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 244-1559	(970) 256-4022
CITY OF GRAND JUNCTION	Toby Thiemann	PROJECT ENGINEER	SANITARY SEWER	333 WEST AVE BLDG C	333 WEST AVE BLDG C	GRAND JCT., CO 81501	(970) 244-1559	(970) 256-4022
ORCHARD MESA IRRIGATION	MAX SCHMIDT	MANAGER	IRRIGATION	668 38 RD	668 38 RD	PALISADE, CO 81526	(970) 464-7885	(970) 464-5928
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	STEVE PIBURN	UNIT MANAGER	ELECTRIC	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2664	(970) 244-2664
XCEL	SARAH DARRICAU	UNIT MANAGER	GAS	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2656	(970) 244-2656



DRAWING STATUS:	
●	PROGRESS
○	FINAL CONSTRUCTION DRAWINGS
○	ASBUILT
DESIGNED BY:	
TOBY THIEMAN 09/2022	
REVIEWED BY:	
KEN HALEY, ENGINEERING MANAGER 09/2022	
AUTHORIZED FOR CONSTRUCTION	
KEN HALEY, ENGINEERING MANAGER 09/2022	
ACCEPTED AS CONSTRUCTED	
XXX, PROJECT ENGINEER	201X

PROJECT NO. F0016-F001642	
NOTE: NOTIFY AFFECTED UTILITY VENDOR 48 HOURS PRIOR TO EXCAVATIONS THAT WILL EXPOSE UTILITY LINES. THE COVER SHEET WILL HAVE A LISTING OF UTILITY VENDORS AND TELEPHONE NUMBERS.	
REVISION	DATE
REVISION Δ NOTE REVISION	5/4/2023
REVISION Δ XXX	201X
REVISION Δ XXX	201X
REVISION Δ XXX	201X


Public Works
Engineering Division



ABBREVIATIONS

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

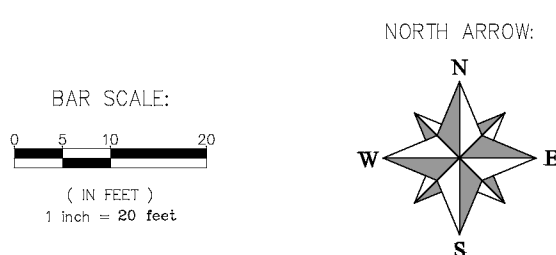
LEGEND

BSWMP	BSWMP
DRAINAGE BASIN BOUNDARY	
BSWMP ANCHORED STRAW BALES	
BSWMP SILT FENCE	
BSWMP EROSION LOG	
BUILDING	
CONCRETE CURB AND GUTTER	
CONCRETE CURB, GUTTER, & SIDEWALK	
CONCRETE DITCH	
CONCRETE SIDEWALK	
CULVERT	
EARTH DITCH	
EDGE OF GRAVEL	
EDGE OF PAVEMENT	
FENCE (BARBED WIRE)	
FENCE (CHAIN LINK)	
FENCE (IRON)	
FENCE (PLASTIC)	
FENCE (TEMPORARY CONSTRUCTION)	
FENCE (WOOD)	
FENCE (WOVEN WIRE)	
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)	
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) (THIS CASE A 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 (STORM SEWER)	
UTILITY LINE (STORM SEWER, PERFORATED)	
UTILITY LINE (STORM/SANITARY SEWER SEWER COMBINATION)	
UTILITY LINE (TELEPHONE)	
UTILITY LINE (WATER)	

SYMBOLS

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) (CALIPER SIZE NOTED)	
WATER HYDRANT	
WEIR	
YARD LIGHT	



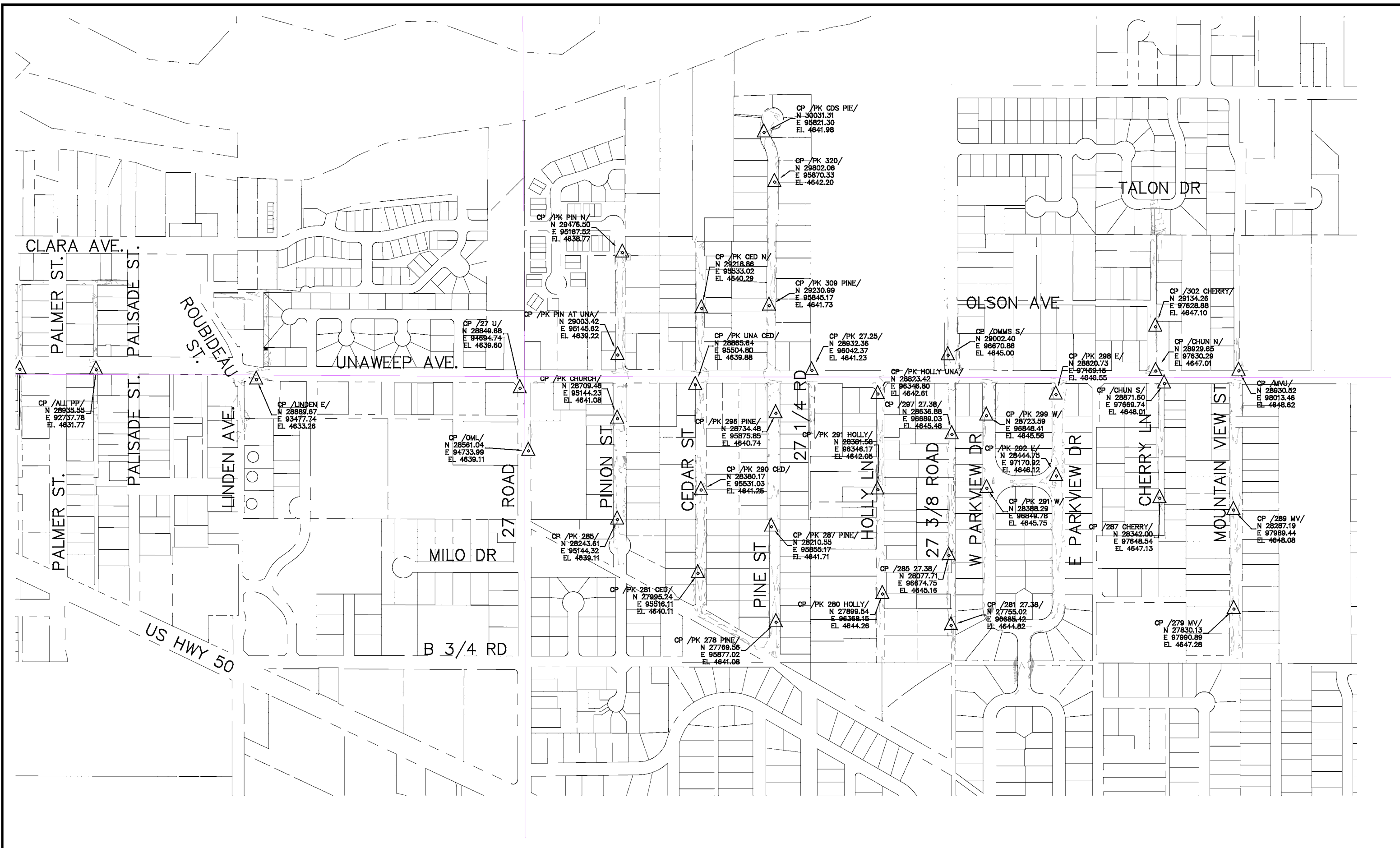
REVISION	DESCRIPTION	DATE	PROJECT NO.
REVISION Δ			DRAWN BY JCS DATE 4-02
REVISION Δ			DESIGNED BY DATE
REVISION Δ			CHECKED BY DATE
REVISION Δ			APPROVED BY DATE

SCALES: PLAN & PROFILE



**PUBLIC WORKS
ENGINEERING DIVISION**

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



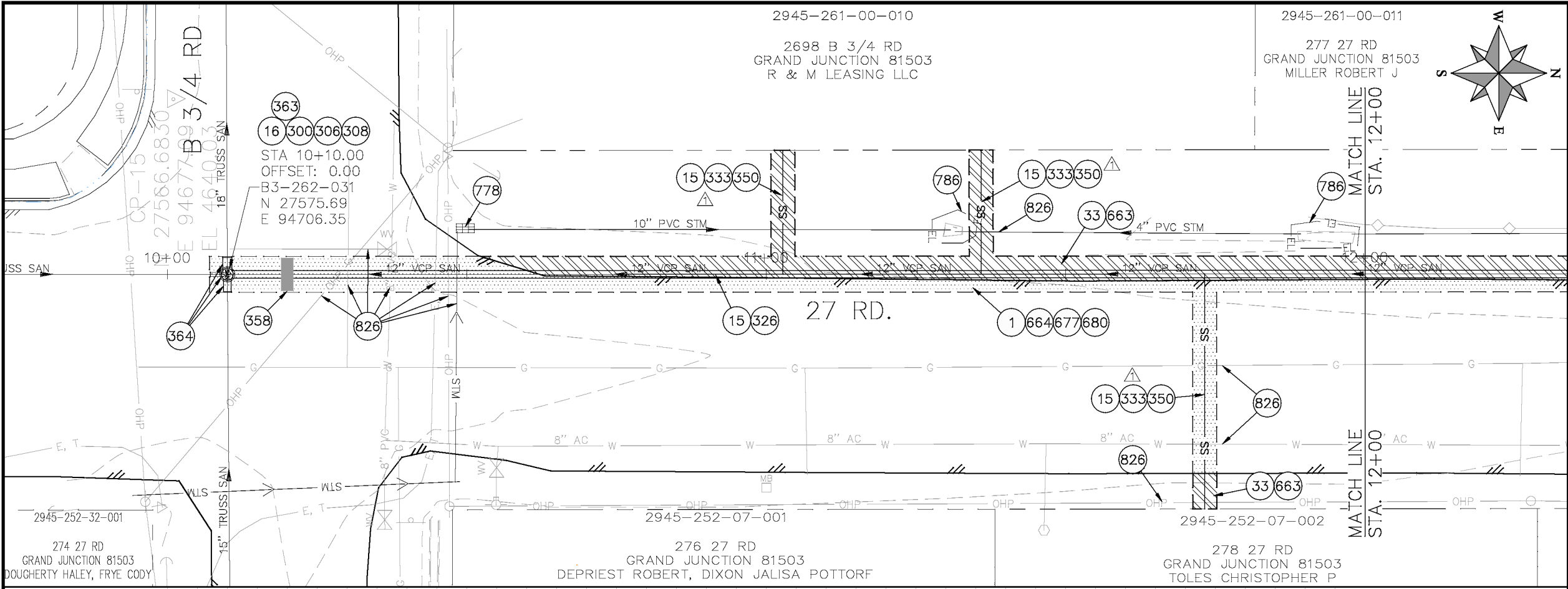
REVISION	DESCRIPTION	DATE	PROJECT NO. F001642
REVISION Δ			DRAWN BY DJM DATE 09/2022
REVISION Δ			DESIGNED BY DJM DATE 09/2022
REVISION Δ			CHECKED BY JRT DATE 09/2022
REVISION Δ			APPROVED BY KH DATE 08/2022

SCALES: PLAN & PROFILE

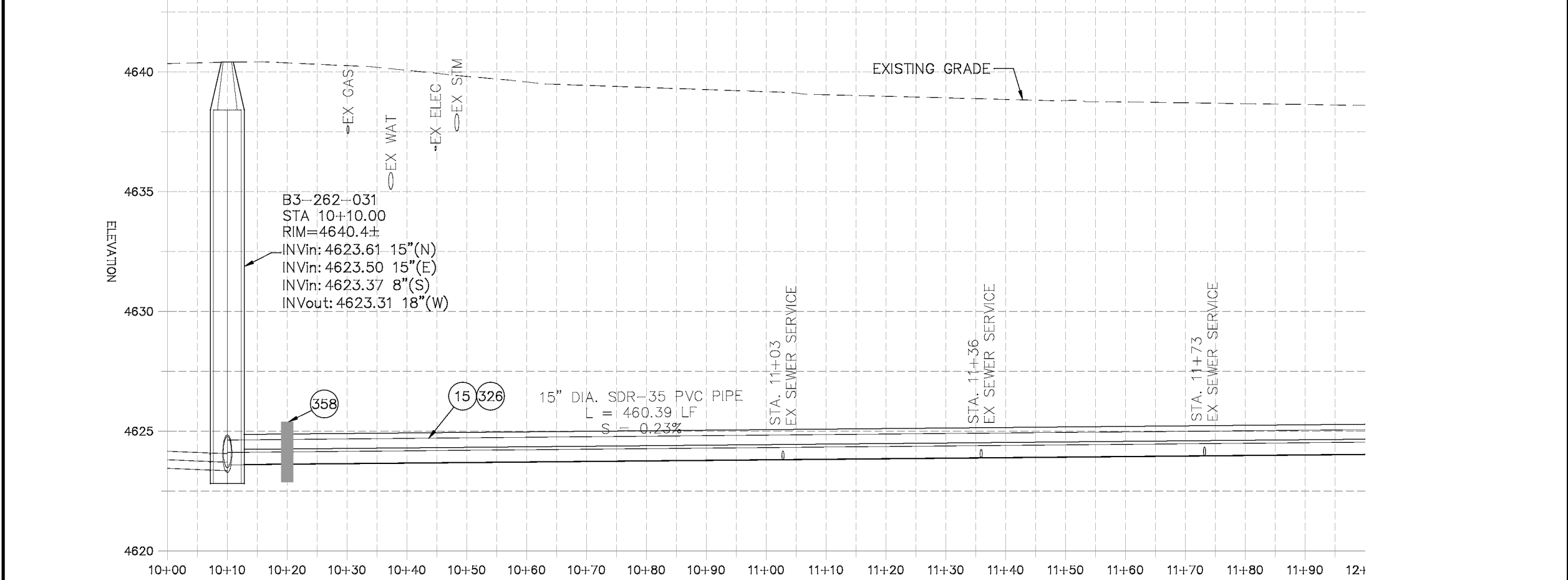
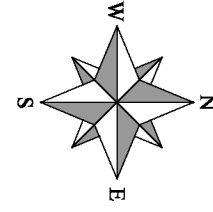


PUBLIC WORKS
ENGINEERING DIVISION

2022 SEWER LINE REPLACEMENT
27 RD – UNAWEEP AVE TO B 3/4 RD
PROJECT CONTROL MAP

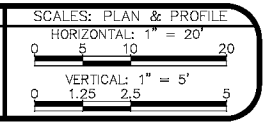


- CONSTRUCTION NOTES**
- 1 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
 - 15 202 - REMOVAL OF PIPE AS SHOWN. (SIZE AND TYPE AS SHOWN ON PLAN)
 - 16 202 - REMOVAL OF MANHOLE. CONTRACTOR SHALL SALVAGE RING AND COVER AND DELIVER TO CITY SHOPS.
 - 33 202 - REMOVE EXISTING SURFACE MATERIAL.
 - 300 102.11/108.5 - SANITARY SEWER BASIC MANHOLE (60" I.D.). INCLUDES CONNECTION OF ADJACENT SEWER LINE, FORMING INVERTS AND ADJUSTING TO FINAL GRADE. (SEE CITY OF GRAND JUNCTION STANDARD DETAIL SS-02).
 - 306 102.11/108.5 - MANHOLE BARREL SECTION (D>6") (60" I.D.).
 - 308 102.11/108.5 - MANHOLE INTERIOR CORROSION PROTECTION (CASTAGRA ECODUR 201 PROTECTIVE COATING OR APPROVED EQUAL) (PROTECTIVE COATING SHALL BE APPLIED TO PREPARED MANHOLE INVERT, BENCH, BARRELS, AND CONE SECTIONS. MANHOLE INVERTS AND BENCHES SHALL BE COATED PRIOR TO WASTEWATER INTRODUCTION)
 - 326 102.9/108.2 - 15" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
 - 333 102.9/108.2 - 4" SEWER SERVICE PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
 - 350 102.9/108.3 - 15" x 4" SEWER SERVICE TAP. FULL BODY WYE (SEE STD. DETAIL SS-06).
 - 354 104.20 - INSTALL 2-WAY SANITARY SEWER SERVICE CLEANOUT (STD. DETAIL SS-07). INCLUDES CLEANOUT RING AND COVER AND CONCRETE COLLAR IN UNPAVED AREAS (SEE STD. DETAIL SS-07).
 - 358 103 - CLAY CUT-OFF WALL (INCIDENTAL TO SEWER INSTALLATION PAY ITEM)
 - 363 BYPASS PUMPING (AS DEEMED NECESSARY BY THE CITY OR CONTRACTOR)
 - 364 CONNECT TO EXISTING SEWER PIPE. THE CONTRACT PRICE FOR SEWER PIPE SHALL INCLUDE THE COST OF CONNECTION TO EXISTING PIPELINE.
 - 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
 - 664 304 - AGGREGATE BASE COURSE (CLASS 6) (12" THICK)
 - 677 401.08 - HOT BITUMINOUS PAVEMENT (2" THICK) (GRADING SX, BINDER GRADE PG 64-22) (ONE 2" LIFTS).
 - 680 401.08 - HOT BITUMINOUS PAVEMENT (PATCHING) (2" THICK) (GRADING SX, BINDER GRADE PG 64-22, GYR = 75) (ONE 2" LIFT TOP MAT) (T-TOP PATCH) (SEE CITY STD. DETAIL GU-03)
 - 778 208 - STORM DRAIN INLET PROTECTION (SILT-SACK STYLE OR APPROVED EQUAL) (NO GRAVEL/ROCK BAG FILTERS ARE ALLOWED)
 - 786 EROSION CONTROL LOG
 - 826 PROTECT EXISTING UTILITY LINE IN PLACE.



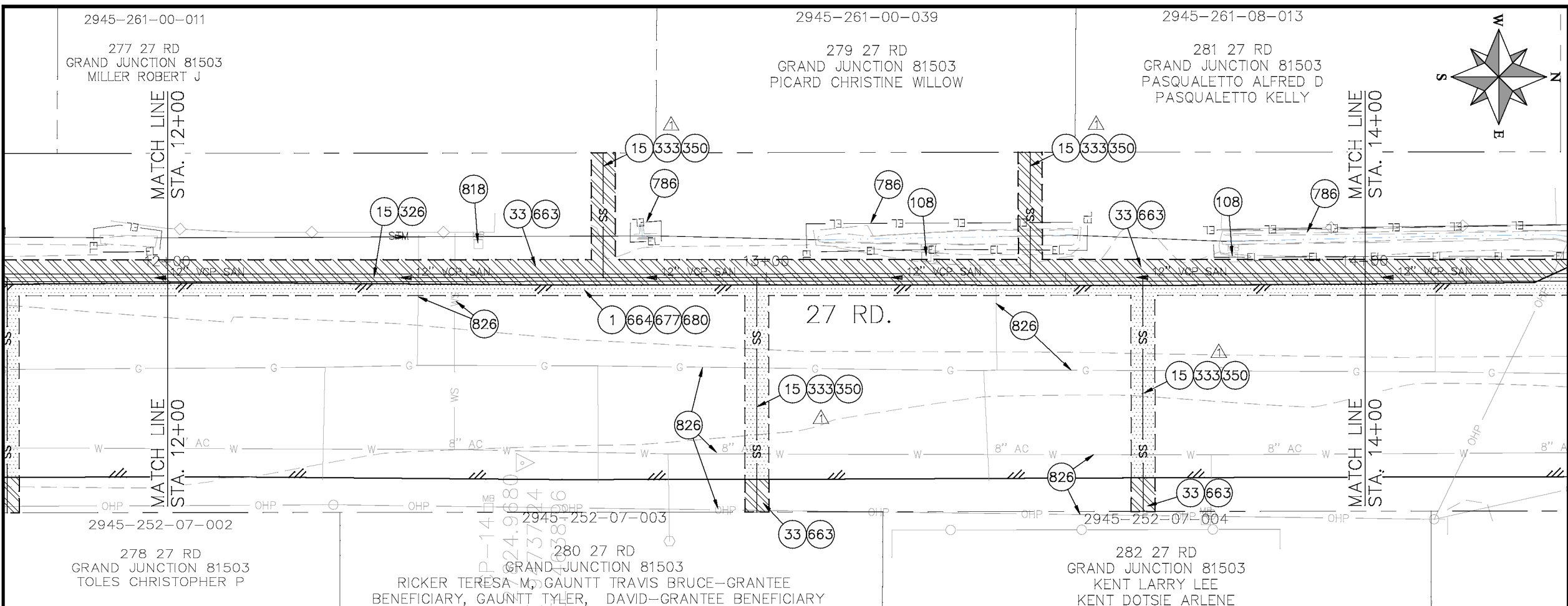
NOTE:
CONTRACTOR SHALL VERIFY SEWER SERVICE LOCATIONS BEFORE REPLACING PIPE.

REVISION	NOTE	DATE	PROJECT NO.	DATE
REVISION Δ	NOTE REVISION	5/4/2023	F001842	09/2022
REVISION Δ	XXX	202X		09/2022
REVISION Δ	XXX	202X		09/2022
REVISION Δ	XXX	202X		09/2022

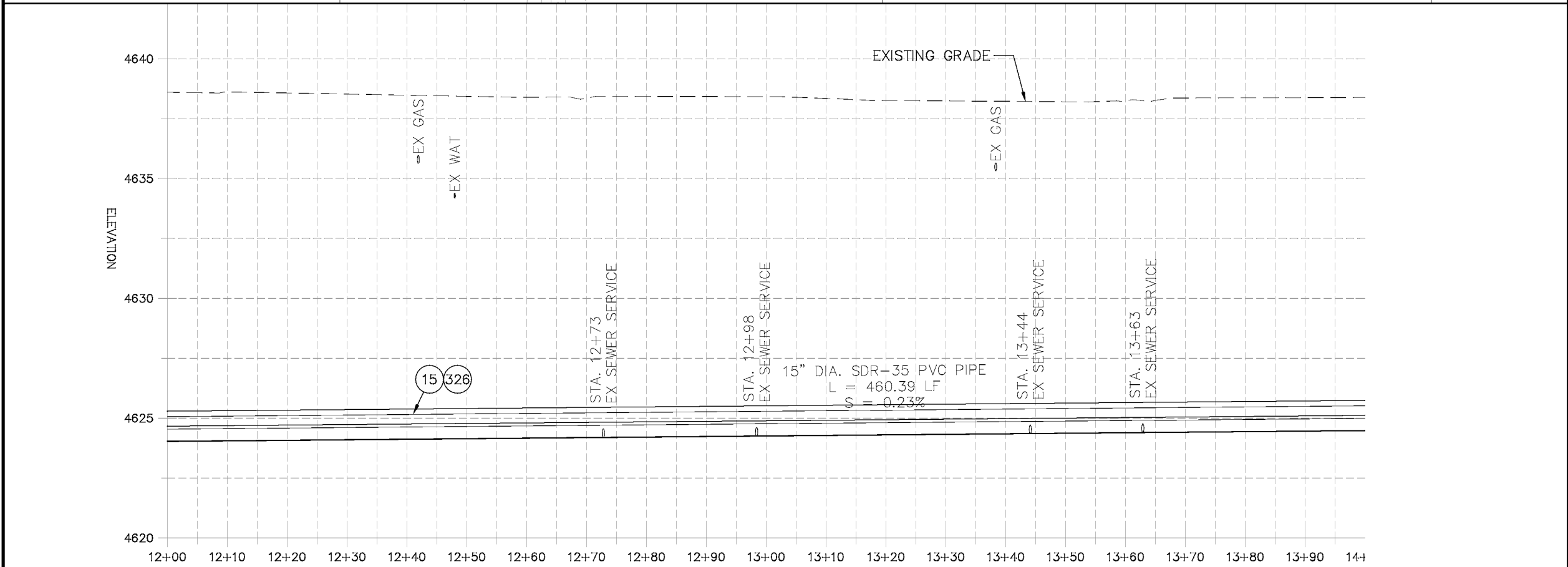
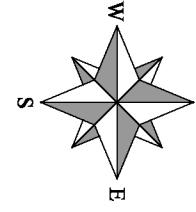


PUBLIC WORKS
ENGINEERING DIVISION

2022 SEWER LINE REPLACEMENT
27 ROAD PLAN AND PROFILE
STA 10+00 TO STA 12+00



- CONSTRUCTION NOTES**
- ① 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
 - 15 202 - REMOVAL OF PIPE AS SHOWN. (SIZE AND TYPE AS SHOWN ON PLAN)
 - 33 202 - REMOVE EXISTING SURFACE MATERIAL.
 - 108 210 - RESET MAILBOX TO NEW 4X4 POST.
 - 326 102.9/108.2 - 15" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
 - 333 102.9/108.2 - 4" SEWER SERVICE PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL, BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
 - △ 663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)
 - 350 102.9/108.3 - 15" x 4" SEWER SERVICE TAP. FULL BODY WYE (SEE STD. DETAIL SS-06).
 - △ 354 104.20 - INSTALL 2-WAY SANITARY SEWER SERVICE CLEANOUT (STD. DETAIL SS-07). INCLUDES CLEANOUT RING AND COVER AND CONCRETE COLLAR IN UNPAVED AREAS (SEE STD. DETAIL SS-07)
 - △ 664 304 - AGGREGATE BASE COURSE (CLASS 6) (12" THICK)
 - △ 677 401.08 - HOT BITUMINOUS PAVEMENT (2" THICK) (GRADING SX, BINDER GRADE PG 64-22) (ONE 2" LIFTS)
 - △ 680 401.08 - HOT BITUMINOUS PAVEMENT (PATCHING) (2" THICK) (GRADING SX, BINDER GRADE PG 64-22, GYR = 75) (ONE 2" LIFT TOP MAT) (T-TOP PATCH) (SEE CITY STD. DETAIL GU-03)
 - 786 EROSION CONTROL LOG
 - 818 PROTECT MAILBOX.
 - 826 PROTECT EXISTING UTILITY LINE IN PLACE.



NOTE:
CONTRACTOR SHALL VERIFY SEWER SERVICE LOCATIONS BEFORE REPLACING PIPE.

REVISION	NOTE	DATE	PROJECT NO. F001642
△	NOTE REVISION	5/4/2023	
XXX		202X	
XXX		202X	
XXX		202X	

DESCRIPTION	DATE	PROJECT NO. F001642
DRAWN BY DJM	DATE 09/2022	
DESIGNED BY DJM	DATE 09/2022	
CHECKED BY IRT	DATE 09/2022	
APPROVED BY KH	DATE 09/2022	

**PUBLIC WORKS
ENGINEERING DIVISION**

**2022 SEWER LINE REPLACEMENT
27 ROAD PLAN AND PROFILE
STA 12+00 TO STA 14+00**



NOTICE OF AWARD

Date: June 7, 2023
Company: K & D Construction, Inc.
Project: 2023 Sewer Replacement Project 27 Road – Unawep Ave to B ¾ Rd IFB-5218-23-DD

You have been awarded the City of Grand Junction Contract for the 2022 Waterline Replacement Project Phase 2 (IFB-5217-23-DD) for a lump sum fee of **\$847,590.85**.

Please notify Toby Thieman, Project Engineer at 970-244-1559 or tobyth@gjcity.org for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

9F789E7D50F328C

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: K & D Construction, Inc.
By: *Kevin Hopkins*
Title: President
Date: 6/8/2023

4. Contractor's Bid Form

Bid Date: 5/17/23

Project: IFB-5218-23-DD "Sewer Replacement – 27 Road – Unawep Ave to B ¼ Rd"

Bidding Company: K+S Construction, Inc

Name of Authorized Agent: Kevin Hopkins, President

Email: KEVIN@KDCONSTRUCTIONINC.COM

Telephone: 970-433-7533 Address: 507 FULLYALE COURT #A

City: Grand Junction State: CO Zip: 81504

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: #1, #2, #3, #4

It is the responsibility of the Offeror 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: K+S Construction, Inc

Authorized Signature: [Signature]

Title: PRESIDENT

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
Asphalt Specialists	Asphalt Placement	20%
M ENTERPRISES	Traffic Control	4%
EQUIPMENT & SHARE	BYPASS PUMPING	13%
POLARIS SURVEYING	SITE SURVEY	2%

The undersigned Offeror 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 Offeror certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Offeror or with any competitor.

ADDENDUM # 2

Appendix C

Bid Schedule 2023 Sewer Replacements – 27 Road – Unawep Avenue to B ¾ Road

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	104.2	Ø4" PVC Sanitary Sewer Service Connection to edge of easement (See Std Detail SS-07) (Cleanout not installed)	12	EA	\$ <u>1540.00</u>	\$ <u>18480.00</u>
2	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe, Backfill of Trench with Existing Material)	999	LF	\$ <u>124.00</u>	\$ <u>123876.00</u>
3	108.2	6" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connection at ends.	160	LF	\$ <u>41.70</u>	\$ <u>6672.00</u>
4	108.2	8" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connections at ends.	135	LF	\$ <u>58.00</u>	\$ <u>7830.00</u>
5	108.2	15" Irrigation pipe (PVC PIP) includes backfill of trench with native materials meeting 103.16, includes connections at ends.	52	LF	\$ <u>116.80</u>	\$ <u>6073.60</u>
6	108.3	15" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	12	EA	\$ <u>822.00</u>	\$ <u>9864.00</u>
7	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bug holes and imperfections prior to coating)	58	Vert. Ft.	\$ <u>572.00</u>	\$ <u>33176.00</u>

8	108.5	Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (includes backfill with native materials meeting 103.16)	3	EA	\$ <u>12642.50</u>	\$ <u>37927.50</u>
9	108.5	Manhole Barrel Section (D>5') (60" I.D.)	30	Vert. Ft.	\$ <u>573.20</u>	\$ <u>17196.00</u>
10	108.5	Type A, Imported Backfill Material (where existing material is not acceptable)	140	Tons	\$ <u>70.80</u>	\$ <u>9912.00</u>
11	202	Removal of Existing Pipe (Size & type as shown on plans)	999	LF	\$ <u>19.65</u>	\$ <u>19630.35</u>
12	202	Removal of Asphalt Mat (Full Depth)	1123	SY	\$ <u>18.65</u>	\$ <u>20943.95</u>
13	202	Asphalt Removal (Planing) (Thickness Varies)	451	SY	\$ <u>26.95</u>	\$ <u>12154.45</u>
14	202	Removal of Manhole (Price to include removal and disposal of concrete sections)	3	EA	\$ <u>3221.00</u>	\$ <u>9663.00</u>
15	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	10	EA	\$ <u>261.50</u>	\$ <u>2615.00</u>
16	208	Erosion Control Log	400	LF	\$ <u>7.00</u>	\$ <u>2800.00</u>
17	210	Reset Fence (Height and Material Shown on Plan)	60	LF	\$ <u>41.50</u>	\$ <u>2490.00</u>
18	210	Reset/Repair Sprinkler System (Complete in Place)	1	Lump Sum	\$ <u>852.00</u>	\$ <u>852.00</u>

19	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	1	Lump Sum	\$ <u>1680.00</u>	\$ <u>1680.00</u>
20	210	Reset Mailbox to new 4" x 4" Treated Post	3	Each	\$ <u>244.00</u>	\$ <u>732.00</u>
21	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ <u>7532.00</u>	\$ <u>7532.00</u>
22	304	Aggregate Base Course (Class 6) (12" thick)	1123	SY	\$ <u>17.45</u>	\$ <u>19596.35</u>
23	304	Aggregate Base Course (Class 6) (6" thick)	113	SY	\$ <u>26.90</u>	\$ <u>3039.70</u>
24	401	Hot Bituminous Pavement (2" Thick) (Grading SX, Binder Grade PG 64-22) (GYR. = 75) (One 2" Lift Bottom Mat)	1810	SY	\$ <u>69.00</u>	\$ <u>124,890.00</u>
25	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	1123	SY	\$ <u>42.65</u>	\$ <u>47895.95</u>
26	620	Portable Sanitary Facility	1	Lump Sum	\$ <u>576.00</u>	\$ <u>576.00</u>
27	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ <u>10395.00</u>	\$ <u>10395.00</u>
28	626	Mobilization	1	Lump Sum	\$ <u>28210.00</u>	\$ <u>28210.00</u>
29	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ <u>34013.00</u>	\$ <u>34013.00</u>

30	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1	Lump Sum	\$ <u>117495.00</u>	\$ <u>117495.00</u>
31	Q/C	Q/C backfill, sub base, base, soil and asphalt density inspection tests	35	Each	\$ <u>268.00</u>	\$ <u>9380.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ 100,000.00

Total Bid Amount \$ 847,590.85

Bid Amount: Eight hundred forty seven thousand Dollars
Five hundred ninety dollars + eighty five cents.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

K&D Construction, Inc.

Principal

By:

Kevin E. Hopkins, President



Amerisure Mutual Insurance Company

Surety

By:

Christina L. Townsend

Christina L. Townsend

Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,

ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,

ROBERT CHARLES TORREZ and TERRI L. REESE

its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

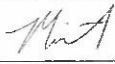
"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

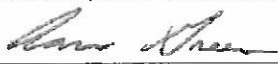
FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:


Michael A. Ito, Senior Vice President

By:


Aaron Green, Vice President



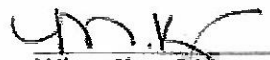
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of April, 2022.

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

On this 12th day of April, 2022, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

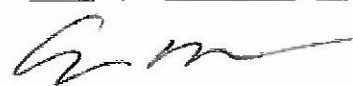



M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners 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 remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of May, 2023.




Shannon K. Anderson, Vice President, General Counsel & Corporate Secretary

KEVIN HOPKINS
President
kevin@kdconstructioninc.com



970-433-7533
507 Fruitvale Ct. Suite A.
Grand Junction, CO 81504

Project Experience References

City of Grand Junction
John Eklund, Project Engineer
(970) 244-1558

Colorado Department of Transportation
David McCollough
(970) 549-7352

City of Montrose
Scott Murphy, City Engineer
(970) 901-1792

Mesa County Public Works
Shawn Herron, Project Manager
(970) 361-8962

City of Grand Junction
Lee Cooper
(970) 589-4985

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 12th day of June, 2023.

CONTRACTOR: K&D Construction, Inc.

By: [Signature]
Title: Kevin E. Hopkins, President

ATTEST: [Signature]
D'Ann L. Hopkins, Secretary/Treasurer



SURETY: Amerisure Mutual Insurance Company

By: [Signature]
Title: Christina L. Townsend, Attorney-in-Fact

ATTEST: [Signature]
K'Anne E. Vogel, Witness to Surety



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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned K&D Construction, Inc., a Corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and Amerisure Mutual Insurance Company, a corporation organized under the laws of the State of Michigan, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety" are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City" in the penal sum of Eight Hundred Forty Seven Thousand Five Hundred Ninety and 85/100THS Dollars (\$847,590.85), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

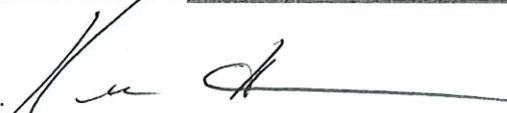
WHEREAS, the above Contractor has on the 7th day of June, 2023, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the contraction of 2023 Sewer Replacement - 27 Road - Unawweep Ave to B 3/4 Road ("Project") and Contract No. IFB-5218-23-DD, if appropriate, in accordance with the Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the "Contract".

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 7th day of June, 2023.

CONTRACTOR: K&D Construction, Inc.

By: 
Title: Kevin E. Hopkins, President

ATTEST: 
D'Ann L. Hopkins, Secretary/Treasurer



SURETY: Amerisure Mutual Insurance Company

By: 
Title: Christina L. Townsend, Attorney-in-Fact

ATTEST: 
K'Anne E. Lindsay, Witness to Surety



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

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,
ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,
ROBERT CHARLES TORREZ and TERRI L. REESE

of HUB International Insurance Services, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

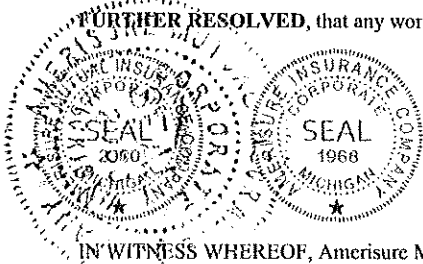
ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By: *[Signature]*
Michael A. Ito, Senior Vice President Surety
By: *[Signature]*
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of June, 2023.

[Signature]
Christopher M. Spaude, Chief Financial Officer & Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2023

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 License # 0757776 HUB International Insurance Services (COL) 2742 Crossroads Blvd Grand Junction, CO 81506	CONTACT NAME: Ashley Anderson PHONE (A/C, No, Ext): (970) 254-3302 FAX (A/C, No): (866) 908-6374 E-MAIL ADDRESS: ashley.anderson@hubinternational.com
	INSURER(S) AFFORDING COVERAGE
INSURED K&D Construction, Inc. 648 North Terrace Drive Grand Junction, CO 81507	INSURER A : Employers Mutual Casualty Company NAIC # 21415
	INSURER B : Pinnacol Assurance Company NAIC # 41190
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6X5509024	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6X5509024	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
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 \$ 10,000			6X5509024	5/1/2023	5/1/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		X	4243752	5/1/2023	5/1/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: IFB-5218-23-DD, Sewer Replacement - 27 Road - Unawep Ave to B 3/4 Road
City of Grand Junction is included as additional insured under General Liability.

CERTIFICATE HOLDER City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. “Bodily injury” or “property damage” expected or intended from the standpoint of an insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of “property damage” to property in the care, custody and control of or property loaned to an insured as the result of any one “occurrence”, regardless of the number of:

- (1) insureds;
- (2) claims made or “suits” brought;
- (3) persons or organizations making claims or bringing “suits”.

The aggregate limit listed above is the most we will pay for all damages because of “property damage” to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of “property damage” to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or “suit” and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one “occurrence”, only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or “suit” to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or “suit”. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured’s rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3), j.(4), j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** Paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions **c.** through **n.** do not apply to damage by fire, smoke or leakage from automatic fire protection systems 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**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage **C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B Paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 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.

1.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 \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph **2.** below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, 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.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any 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, maintenance, repair, construction, erection 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; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

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

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

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

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

f. Any 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 the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land; or

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

h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) 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
 - (b) 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.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
 - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**
- If coverage provided to any 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:
- a. Required by the contract or agreement; or
 - b. 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.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an “occurrence” or an offense which may result in a claim, applies only when the “occurrence” or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or “suit” as soon as practicable will not be considered breached unless the breach occurs after such claim or “suit” is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A member or manager, if you are a limited liability company;
 - (4) An “executive officer” or insurance manager, if you are a corporation; or
 - (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions Paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. “Your work” included in the “products-completed operations hazard”.

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. “Your work” for the additional insured and included in the “products – completed operations hazard”.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. 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 exclusion applies:

This insurance does not apply to “bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; 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.

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

Primary and Noncontributory Insurance

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

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

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for the 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 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary 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 Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

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

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

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

NCCI #: WC000313B
Policy #: 4243752

K&D Construction, Inc.
648 N Terrace Dr
Grand Junction, CO 81507-9743

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2000 S. Colorado Blvd.
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Denver, CO 80222
(888) 795-0300

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: May 1, 2023 Expires on: May 1, 2024
Pinnacol Assurance has issued this endorsement April 27, 2023