



NOTICE TO PROCEED

Date: August 25, 2022
Contractor: M.A. Concrete Construction
Project: Tiara Rado Force-Main Replacement Project IFB-5066-22-DH

In accordance with the contract dated June 2, 2022 the Contractor is hereby notified to begin work on the Project on or before September 6, 2022.

The date of final completion as determined is 236 calendar days from the start date of this Notice to Proceed.

NOTE: All work in the active channel of the Colorado River shall be completed between October 15, 2022 – February 28, 2023.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7956F14BC...
Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: Andy Azcarraga - M.A. Concrete Construction, Inc.
BDB0484788134E5...

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

Title: Project Manager

Date: 8/25/2022



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 2nd day of June, 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Tiara Rado Force-Main Replacement Project IFB-5066-22-DH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project; Tiara Rado Force-Main Replacement Project;
c. Notice of Award;
d. Contractors Response to the Solicitation;

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

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Three Million Two Hundred Ninety-Four Thousand and 00/100 Dollars (\$3,294,000.000)**. 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 Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction
9F789E7D5DF14BC... Duane Hoff Jr., Contract Administrator Date

M.A. Concrete Construction, Inc.

DocuSigned by:
By: Andy Azcarraga - M.A. Concrete Construction
8DB0484788134E3... Andy Azcarraga - M.A. Concrete Construction, Inc. Date



NOTICE OF AWARD

Date: June 2, 2022

Company: M.A. Concrete Construction, Inc.

Project: Tiara Rado Force-Main Replacement Project IFB-5066-22-DH

You have been awarded the City of Grand Junction Tiara Rado Force-Main Replacement Project IFB-5066-22-DH for the sum price of **\$3,294,000.00**.

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

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr., Contract Administrator - City of Grand Junction
Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: M.A. Concrete Construction, Inc.

DocuSigned by:

By: *Andy Azcarraga - M.A. Concrete Construction* Andy Azcarraga - M.A. Concrete Construction,

Title: Project Manager

Date: 6/3/2022



Purchasing Division

Invitation for Bid

IFB-5066-22-DH

Tiara Rado Force-Main Replacement Project

Responses Due:

May 16, 2022 prior to 3:30 pm

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

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

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

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

Purchasing Representative:

Duane Hoff, Senior Buyer

duaneh@gjcity.org

970-244-1545

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

Invitation for Bids

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Appendix C	Geotechnical Investigation Report (by RockSol)
Appendix D	U.S. Army Corps Nationwide Permit #58 (SPK-2021-00206)
Appendix E	USGS Colorado River Flows – Daily Average River Flows Construction Drawings Attached (by JVA, Inc.)

1. Instructions to Bidders

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

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required **Tiara Rado Force-Main Replacement Project**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Duane Hoff, Contract Administrator
970-244-1545
duaneh@gjcity.org

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

- 1.2. Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on April 26, 2022 at 10:00 am.** Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**
- 1.3. 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 at 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 their approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).
- 1.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.

- 1.5. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6. **Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/932658261>

You can also dial in using your phone.
United States: +1 (571) 317-3122

Access Code: 932-658-261

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 932 658 261
Or dial directly: [932658261@67.217.95.2](tel:932658261@67.217.95.2) or [67.217.95.2###932658261](tel:67.217.95.2###932658261)

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

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.9. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.11. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.12. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
 - a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;

- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

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

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

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

- 1.14. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.15. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.16. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.

- 1.17. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.18. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.19. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.20. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.21. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

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

individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2. General Contract Conditions for Construction Projects

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No

substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

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

- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work, the Contractor shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

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

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

grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will

be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$3,500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

- 2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.44. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.53. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.60.1. "Public project" is defined as:

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

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the **Tiara Rado Force-Main Replacement Project**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2. PROJECT DESCRIPTION: The Project generally includes installation of approximately 4,850 linear feet of 12" Fusible HDPE force-main pipe and HDPE fittings with a section requiring force-main installation within two existing concrete box culverts under Interstate 70 (I-70), crossing the Colorado River with construction of coffer dams, rock excavation, electrical components, magnetic flowmeter, 2,020 linear feet of concrete encasement with rebar, dewatering, one 60" diameter sewer manhole, manhole corrosion protection, abandonment of the existing force-main pipe, native seeding, and erosion control.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on April 26, 2022 at 10:00 am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff, Contract Administrator
City of Grand Junction
970-244-1545
duaneh@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Lee Cooper, Project Engineer, who can be reached at (970) 256-4155. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Utilities
Attn: Lee Cooper, Project Engineer
333 West Ave., 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, all 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 to this project:

- 1C. Stream & Stormwater
- 3B. Sewer Pumps & Foremains

Contractors may view their 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 the 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 bidder'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 bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.10 Time of Completion: The scheduled time of Completion for the Project is **236 Calendar Days** from the starting date specified in the Notice to Proceed. City holidays recognized during this period are Labor Day (Sept. 5th), Thanksgiving (Nov. 24th), Christmas (Dec. 25th), New Year's (Jan. 1st), Martin Luther King Jr. Day (Jan. 16th), and President's Day (Feb. 20th).

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, Section VI – Contractor's Responsibilities, Subsection 36; or as stated below:

- At this time, work shall be performed between the hours of 7:00 AM to 5:00 PM. The CDOT Access/Utility Permit may require different hours that the Contractor can work within CDOT right-of-way.

Emergency work can be done without prior consent provided the Contractor notifies the Project Engineer prior to beginning the work.

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:

- U.S. Army Corps Nationwide 404 Permit (*Received*)
- Colorado Dept. of Transportation (CDOT) Access/Utility Permit
- Colorado Dept. of Transportation (CDOT) Temporary Access Control Break License (*Allows work within CDOT right-of-way*)
- Colorado Dept. of Public Health & Environment – *Construction Stormwater Discharge Permit* – Stormwater permit will be transferred to the Contractor after a construction contract has been fully executed.

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

- Colorado Dept. of Public Health & Environment – *Construction Dewatering Permit*

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

- AutoCAD drawings for survey stakeout

3.3.15 Project Newsletters: Not applicable to the Project.

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

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

3.3.18 Stockpiling Materials and Equipment: The Contractor shall stockpile and store materials and equipment within the Permanent and Temporary Access Agreements as shown on the construction plans. The Contractor shall have the boundaries of the access agreements staked by their surveyor, so the construction limits are clearly defined. At all times, the Contractor shall keep all construction activities within these access agreement boundaries.

All materials, stockpiled soils, and construction equipment that is within CDOT right-of-way shall be kept behind protective barriers at all times.

The projects construction footprint on the Colorado Parks and Wildlife property needs to be kept as confined as possible, while still allowing construction activities to be successfully completed.

3.3.19 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed and approved by the City and CDOT. The traffic control plan shall be submitted to the City before or at the pre-construction meeting.

The traffic control submittal shall include Methods of Handling Traffic (MHT) for Interstate 70 (both westbound and eastbound), the pedestrian pathway, and if necessary, River 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 Assurance Testing:** The City will be providing quality assurance (QA) testing on this force-main project. RockSol Consulting Group, Inc. will provide all QA testing for the City. The City's QA testing frequency shall be in accordance with Table 1 in the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and Table 101 within the Standard Specifications for the Construction of Underground Utilities. The City will require the QA test frequencies to adhere to the Full-Time inspection requirements.
- 3.3.22 Quality Control Testing:** As part of the project, the Contractor shall provide Quality Control (QC) testing per Table 1 in the Quality Control and Quality Assurance section within the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and Table 101 within the Standard Specifications for the Construction of Underground Utilities. Table 1 and Table 101 provide the testing frequencies. The Contractor shall provide test frequencies for Full-Time inspection. The testing agency shall meet the minimum requirements as stated in the Standard Specifications section. Quality Control testing will not be paid for separately but shall be included in the overall cost of the Project.
- 3.3.23 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Construction schedule submitted at or prior to the pre-construction meeting and updated as necessary to reflect actual conditions.
 - List of contacts for contractor and any subcontractors.
 - Hourly rate table for labor and equipment to be used on this project.
 - Method for Handling Traffic (MHT) along Interstate 70, pedestrian pathway, and River Road. MHT's are needed for finalizing CDOT permits.
 - 12" Fusible HDPE Pipe (SDR-17)
 - 12" Magnetic Flow Meter
 - Provide any submittals that may have a long lead time.
- 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 the 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:** The location of existing utilities and structures shown on the Plans are approximate. All underground utilities were **not** potholed to verify location and depth. It is the responsibility of the Contractor to locate and protect

all structures and existing utilities in accordance with General Contract Condition Section 37. Conflicts between waterlines, gas lines, storm drain pipe, and/or existing underground utilities of unknown location on Persigo WWTP property may be encountered. At such conflicts, the Contractor shall notify the Project Engineer immediately. The Contractor and the Project Engineer can decide the best option forward in avoiding the existing utility.

If the Contractor discovers a conflict with an existing utility (either horizontal or vertical) that the new HDPE force-main pipe can't be adjusted to avoid, the Contractor shall contact the Project Engineer and the utility owner immediately to assist in resolving the conflict.

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

3.3.30 Construction Dewatering: All construction dewatering must meet the requirements specified in the CDPHE Dewatering Permit. It is the Contractors responsibility to apply for a CDPHE Dewatering Permit and following all requirements of the permit and provide all necessary water quality testing.

3.3.31 Manhole Grade Rings: Concrete grade rings, shims and non-shrink grout shall not be used on the sewer manhole riser sections. Approved grade rings for this project shall be either HDPE Adjusting Rings by LadTech, Inc., or Expanded Polypropylene grade rings by Cretex Pro-Ring.

Grade rings shall be installed per the manufacturer's recommendations and directions. Caulk and sealants shall be approved by the manufacturer and shall be applied per the manufacturer's recommendation. Adjust the top grade ring to match the existing roadway cross-slope as closely as possible. Both manufacturers of grade rings provide adjustable grade rings that can accommodate the existing roadway cross-slope.

3.3.32 Manhole Ring and Cover: Manhole ring and covers for this project shall be Castings model MH-310-24 CI.

3.3.33 Domestic (Potable) Water: The Contractor will be responsible for supplying all potable water that will be used on the project for construction purposes. Ute Water fire hydrants are located on Persigo WWTP property and may be used as a water source with permission from Ute Water and the installation of backflow safety

devices. There is also a water fill station on River Road in front of the Persigo WWTP. There may also be water fill stations and/or fire hydrants located in the Redlands area near Peony Drive.

3.3.34 Construction Surveying & “As-Built” Drawings: In addition to Items I and II in the General Contract Conditions, Section 54, As-Built record information will be provided to, and approved by City staff prior to Final Acceptance of the Project. Information provided must be in electronic format (e.g. AutoCAD and/or survey files) along with a PDF set of As-Built drawings. As-Built electronic files must contain information suitable for the City to maintain Utility records to the standards set forth in the new Colorado 811 One Call/Subsurface Utility Law (effective August 8, 2018) and standards as described in the American Society of Civil Engineers (ASCE) Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38-02).

Electronic information for As-Built records shall include, but is not limited to, verification of all horizontal and vertical changes in pipe alignments, elbows, tees, manholes, valves, control structures, service taps, service pipe (horizontal and vertical deflections to ROW line, meter pits, or clean-outs, whichever is closer), beginning and ending of slip-lined segments, tie-in or connection to existing infrastructure, etc. Distance between As-Built data points along pipe alignment is dependent on the amount of deflection used to install the pipe in the field. There must be sufficient point data to create a plan and profile of all infrastructure accurate to within eighteen inches (18”) of the physical structures anywhere along the project.

Sanitary Sewer Lines – The Contractor is responsible for providing to the City survey grade accuracy for As-Built locations for all sewer force-main fittings and bends in the force-main pipe. The Contractor shall provide survey coordinates in the X,Y,Z dimensions for these fittings. The Contractor shall provide this survey information in electronic format (e.g. AutoCAD and/or survey files). The coordinates for this survey data shall be surveyed in the Mesa County Local System (MCLS). Accuracy on survey equipment shall be within 0.1 feet both vertically and horizontally. The Contractor will be required by the City to provide information on equipment being used and if the Contractor will be performing the as-built surveys or if a surveying subcontractor will be performing the as-built surveys.

The cost for as-built surveying all new fittings, pipe alignments, valves, and manholes shall be incidental to the project cost, and will not be paid for separately.

3.3.35 Plan of Action (POA): The Contractor shall have a Plan of Action (POA) developed if damage to the existing CDOT box culverts happens and impacts travel on Interstate 70. Development and implementation of mitigation measures shall be the responsibility of the Contractor subject to approval of the Engineer, CDOT, and the City of Grand Junction. At a minimum, the POA shall include:

- Project Contacts:
 - CDOT – Joel Berschauer at 970-683-6288
 - Colorado State Patrol
 - City of Grand Junction – Lee Cooper at 970-589-4985

- Geotech – Dave Eller (RockSol) at 970-822-4350
- JVA, Inc. – Cooper Best at 970-404-3003
- Closure Plan
- Detour Route
- Remediation Subcontractors
- Proposed Repair Methods
- Mitigation measures if road settles and/or raises

Repair work shall occur 24 hours per day, seven (7) days per week until the road/box culverts are repaired to CDOT's acceptance.

3.3.36 CDOT Emergency Maintenance Workers: All Bidders shall be aware that if CDOT's emergency maintenance crews are required to close or provide traffic control on I-70 due to a changed roadway surface as a result of the work within the existing box culverts or within CDOT right-of-way, that CDOT will bill the Contractor at an hourly rate until the Contractor is able to get control of the situation and take over on traffic control and repair operations. All repair costs on I-70, if required due to the work required with CDOT right-of-way, will be the responsibility of the Contractor.

3.3.37 References for Manhole Corrosion Protection: The Contractor applying the manhole corrosion protection shall have at least 5-years minimum experience in the application of corrosion barrier liner systems, and provide a minimum of 3 references of past projects that completed restoration and corrosion barrier liner installation of similar scope and size using the same or similar protective coating systems that are proposed for this Project. References shall include project name and location; contact information of Owner/Engineer; and description of project, what the substrate was, and the application procedures.

3.3.38 Project Location Work Schedule: Per the requirements of the U.S. Fish and Wildlife Service, and the requirements of the U.S. Army Corps Nationwide Permit, the Contractor's window for working within the Colorado River channel is October 15, 2022 through February 28, 2023. This is the only time the Contractor can work within the Colorado River channel due to the requirements of the endangered fish species. No work within the Colorado River channel can start before October 15, 2022.

With construction starting in late July or early August, the City proposes for the Contractor to start installation of the new HDPE force-main pipe at all other locations that are not within the Colorado River channel. These areas outside of the river channel can potentially be completed prior to October 15, 2022.

3.3.39 Tiara Rado Lift Station Influent Flows: The average influent flow into the Tiara Rado lift station averages about 0.3 MGD or 210 GPM. These flow averages were determined by the City measuring the total gallons pumped per month at the Tiara Rado lift station and calculating the average MGD and GPM flows for a 12-month period. The Contractor shall be aware that the influent flows fluctuate depending on the time of day.

The Bidders shall be aware that they will be required and responsible for handling and properly disposing of the wastewater influent flows into the lift station's wet well during the installation of the temporary piping at Station 47+77, and during the connection of the new 12" HDPE force-main pipe into the lift stations discharge piping. The dimensions of the wet well are shown in the Construction Plans and the City can provide the construction plans of the Tiara Rado lift station if requested for volume calculations of the wet well. It is the responsibility of the Contractor to determine how they will handle the influent wastewater flows into the wet well and size the system and/or trucks that will be necessary for maintaining the liquid levels within the wet well.

The wastewater levels within the wet well shall not exceed the high-water alarm level set by the City for the Tiara Rado lift station during connection of the temporary piping at Station 47+77, and during connection of the new 12" HDPE force-main pipe. The wastewater collected shall be disposed of at the Persigo Wastewater Treatment Plant located at 2145 River Road per Persigo requirements and standards. The Contractor shall notify the Persigo WWTP in advance and closely coordinate with Persigo staff on the pumping of the Tiara Rado lift stations influent flow and on disposal of the wastewater. Persigo is open between 7 am – 3pm for the Contractor to dispose of the wastewater.

3.3.40 Environmental Commitments with U.S. Fish & Wildlife, U.S. Army Corps, CPW:

- The Contractor will be prohibited from working in the active channel of the Colorado River from July 1st to October 15th, to avoid impacts to larval endangered fishes near the project area.
- **All work in the active channel of the Colorado River shall be completed between October 15, 2022 and February 28, 2023 to minimize impacts to the Colorado Pikeminnow, Razorback Sucker, and other native species in the project area.**
- The City of Grand Junction and the Contractor shall coordinate with the USFWS, the USACE, and Colorado Parks & Wildlife (CPW) at least a month in advance of coffer dam construction. This meeting will be held to discuss coffer dam construction sequences, dewatering methods, and potential screening requirements to protect fish trapped by coffer dam construction. Attendees include Creed Clayton, Dale Ryden, Kathleen Gissing with USFWS, Lori Martin and Ivan Archer with CPW.
- The USFWS and CPW shall be provided at least 48 hours advanced notice of dewatering operations of the coffer dam area. The USFWS and CPW will decide if their agencies want to be present to salvage any fish that may be trapped within the coffer dam area.

3.3.41 Testing Pressure Pipelines: The Contractor shall test the new 12" Fusible HDPE Pipe per Section 105.4 – Pipeline Testing within the City of Grand Junction's Standard Specifications for the Construction of Underground Utilities.

The Contractor does not need to use potable water for the pressure tests. The concrete encasement proposed around the force-main pipe shall not be placed until all pressure and leakage tests are satisfactorily completed on the new 12" HDPE force-main pipe. Due to the overall length of the new force-main pipe and the length

of concrete encasement, it is recommended that smaller sections of the new 12” HDPE force-main pipe be pressure tested and accepted so concrete encasement can be completed, and the trench backfilled.

3.3.42 River Front Pathway Trail: At no times, shall the contractor and/or its subcontractors and suppliers use the existing concrete pathway for project access and material deliveries. The existing trail and the existing pedestrian bridge across Persigo Wash shall be off limits to construction traffic.

3.4. SCOPE OF WORK & SPECIFICATIONS: See Project Manual and Construction Plans.

3.5. Attachments: (CLICK LINK)

- Appendix A: [Project Submittal Form](#)
- Appendix B: [Project Manual \(by JVA, Inc.\) \(Geotechnical Investigation Report included\)](#)
- Appendix C: [U.S. Army Corps Nationwide Permit #58 \(SPK-2021-00206\)](#)
- Appendix D: [USGS Colorado River Flows – Daily Average River Flows](#)
- [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**
- **Contractor’s Bid Bond**
- **Price Bid Schedule**
- **Provide any lead times that may affect the project schedule.**
- **References for Manhole Protective Coating Contractor Only (See SC 3.3.36)**

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation for Bids available:	April 13, 2022
Mandatory Pre-Bid Meeting:	April 26, 2022
Pre-Qualification Application Deadline	May 2, 2022
Inquiry deadline, no questions after this date:	May 2, 2022
Addendum Posted:	May 9, 2022
Submittal deadline for proposals (Bid Opening):	May 16, 2022
City Council & Board of Commissioners Approval:	June 1, 2022
Notice of Award & Contract execution:	June 2, 2022
Bonding & Insurance Cert. due:	June 16, 2022
Preconstruction meeting:	June 16, 2022
Work begins no later than:	Upon Receipt of Notice to Proceed

All work in the active channel of the Colorado River shall be completed between Final Completion:

Oct 15, 2022 - Feb 28, 2023
236 Calendar Days from Notice to Proceed

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5066-22-DH "Tiara Rado Force-Main Replacement Project"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

Bid Schedule: Tiara Rado Force Main Replacement Project

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes Type A bedding and haunching material and connection to existing sewer pipe)	10.	Lin. Ft.	\$ _____	\$ _____
2	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes exterior manhole waterproofing per Section 102.11, HDPE grade rings, MH-310-24 CI ring and cover, and concrete collar in unpaved areas per City Std. Detail SS-05)	1.	Each	\$ _____	\$ _____
3	108.5	Manhole Barrel Section (D>5') (60" I.D.) (Includes exterior manhole waterproofing)	2.5	Vert. Ft.	\$ _____	\$ _____
4	108.7	Granular Stabilization Material (Type B) (18" Thick Min.) (Includes haul and disposal of unsuitable excavated material) (Assumed Unit Weight = 136 lbs/cu.ft.)	250.	Ton	\$ _____	\$ _____
5	201	Clearing and Grubbing	1.	Lump Sum	---	\$ _____
6	202	Removal of Concrete	34.	Sq. Yd.	\$ _____	\$ _____
7	202	Removal of Manhole (Sewer)	1.	Each	\$ _____	\$ _____
8	202	Removal of Pipe	50.	Lin. Ft.	\$ _____	\$ _____
9	202	Removal of Fence (8' High Chain-Link) (Perimeter fence around Tiara Rado Lift Station)	110.	Lin. Ft.	\$ _____	\$ _____
10	202	Abandon Pipe (Abandon pipe by plugging ends of pipe with concrete)	6.	Each	\$ _____	\$ _____
11	203	Embankment Material (Complete in Place) (Additional placement and grading of embankment material at Tiara Rado lift station site to accommodate extension of new 8-ft high chain-link fence alignment for vehicle turn-around) (Use excess on-site material to grade the turn-around area level with the existing grades of the lift station site)	265.	Cu. Yd.	\$ _____	\$ _____
12	206	Structure Backfill (Flow-Fill)	125.	Cu. Yd.	\$ _____	\$ _____
13	207/ 02300	Topsoil	220.	Cu. Yd.	\$ _____	\$ _____
14	207/ 02300	Stockpile Topsoil	220.	Cu. Yd.	\$ _____	\$ _____
15	208/ 02370	Silt Fence	400.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	208/ 02370	Erosion Log (Type 1) (12 Inch) (Sediment Control Log)	2,000.	Lin. Ft.	\$ _____	\$ _____
17	208/ 02370	Soil Lifts (3' High) (Includes Soil Retention Blanket, Topsoil, Fill, Stakes/Staples) (See Detail 4 on Sheet CE1.4)	250.	Lin. Ft.	\$ _____	\$ _____
18	208/ 02370	Temporary Berms (Compacted Earth Berms)	8,450.	Lin. Ft.	\$ _____	\$ _____
19	208/ 02370	Sediment Basin (Dewatering Pond)	2.	Each	\$ _____	\$ _____
20	208/ 02370	Concrete Washout Structure	2.	Each	\$ _____	\$ _____
21	208/ 02370	Vehicle Tracking Pad	2.	Each	\$ _____	\$ _____
22	208/ 02370	Erosion Control Management (ECM)	1.	Lump Sum	---	\$ _____
23	209	Dust Abatement (Water Application)	30.	Day	\$ _____	\$ _____
24	210	Reset Fence (Ex. Wire Fence) (Wire fence located along pedestrian pathway, CDOT right-of-way, and River Road)	80.	Lin. Ft.	\$ _____	\$ _____
25	210	Reset Fence (Ex. 6-ft Chain-Link Fence with Barbed Wire Top) (Persigo WWTP perimeter chain-link fence)	100.	Lin. Ft.	\$ _____	\$ _____
26	210	Reset Double Gate (8-ft High Chain-Link fence gate at lift station)	1.	Each	\$ _____	\$ _____
27	212	Seeding (Native)	6.	Acre	\$ _____	\$ _____
28	212	Soil Conditioning	6.	Acre	\$ _____	\$ _____
29	213	Mulching (Straw Mechanically Crimped)	6.	Acre	\$ _____	\$ _____
30	213	Mulch Tackifier	1,200.	Pound	\$ _____	\$ _____
31	214	Landscape Maintenance (One-Year from Landscape Completion)	1.	Lump Sum	---	\$ _____
32	216	Soil Retention Blanket (Coconut) (Slope Protection) (As Deemed Necessary)	190.	Sq. Yd.	\$ _____	\$ _____
33	304	Aggregate Base Course (Class 6) (8" Thick)	40.	Sq. Yd.	\$ _____	\$ _____
34	607	Fencing (Temporary Construction Fencing)	650.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
35	607	Fence (8' High) (Chain-Link) (Top Rail with 10-ft Line Post Spacing) (Tiara Rado Lift Station)	216.	Lin. Ft.	\$ _____	\$ _____
36	608	Concrete Pathway (Class D, 4,500 psi Mix) (6" Thick x 10' Wide)	34.	Sq. Yd.	\$ _____	\$ _____
37	620	Portable Sanitary Facility	2.	Each	\$ _____	\$ _____
38	625	Construction Surveying	1.	Lump Sum	---	\$ _____
39	626	Mobilization	1.	Lump Sum	---	\$ _____
40	630	Concrete Barrier (Temporary) (To be used within CDOT right-of-way for protection in the highway median) (As Contractor Deems Necessary)	140.	Lin. Ft.	\$ _____	\$ _____
41	630	Traffic Control Plan(s) (Includes TCP's for both CDOT rights-of-way and Pedestrian Pathway)	1.	Lump Sum	---	\$ _____
42	630	Traffic Control (Complete in Place) (Includes traffic control for CDOT right-of-way and traffic control for the pedestrian pathway) (All Traffic Control shall meet CDOT Standard Requirements and Details for Highway Construction)	1.	Lump Sum	---	\$ _____
43	01200/ 02300	Dewatering	1.	Lump Sum	---	\$ _____
44	01200	Potholing Utilities	9.	Each	\$ _____	\$ _____
45	01200	Persigo Wash Temporary Crossing	1.	Lump Sum	---	\$ _____
46	01200	Persigo Wash Temporary Diversion	1.	Lump Sum	---	\$ _____
47	01200	Coffer Dam (Colorado River) (Includes construction of two separate Coffer Dam systems for crossing Colorado River channel)	1.	Lump Sum	---	\$ _____
48	01200/ 02300	Rock Excavation (Includes hauling and disposal of excavated rock material)	800.	Cu. Yd.	\$ _____	\$ _____
49	01200	12" Fusible HDPE Pipe (SDR-17) (Includes all necessary HDPE Fusible Fittings)	4,845.	Lin. Ft.	\$ _____	\$ _____
50	01200	Concrete Encasement (Single Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	958.	Lin. Ft.	\$ _____	\$ _____
51	01200	Concrete Encasement (Dual Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	1,066.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
52	01200/ 09900	Manhole Corrosion Protection (100 mils DFT) (Includes Holiday Testing)	7.5	Vert. Ft.	\$ _____	\$ _____
53	01200	Connection to Lift Station	1.	Lump Sum	---	\$ _____
54	01200/ 16900	Flow Metering Manhole	1.	Lump Sum	---	\$ _____
55	SC	Tiara Rado Lift Station Influent Flows (Vactor trucks used to handle flows into the Tiara Rado lift station wet well during the installation of the temporary force-main piping at Station 47+77, and during final force-main connection into lift stations discharge pipe) (Includes all equipment, fuel, power, trucks, and labor to successfully handle the influent flows and dispose of the wastewater at the Persigo WWTP) (Average inflow into the Tiara Rado wet well is about 0.3 MGD or 210 GPM) (See Special Condition 3.3.38)	1.	Lump Sum	---	\$ _____
56	SC	Flush Out Existing Force Main Pipe of Wastewater and Dispose of Wastewater at Persigo WWTP (Existing 12" D.I. Pipe)	1.	Lump Sum	---	\$ _____
57	SC	Temporary Force-Main Bypass Piping (Includes all restrained piping, solid sleeve restrained couplings, connection into existing 12" ductile iron force-main pipe, and connection into existing 15" PVC gravity sewer line at Station 47+77) (Complete in Place)	1.	Lump Sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>200,000.00</u>
Bid Amount:						\$ _____

Bid Amount:

dollars

Contractor Name:
Contractor Address:
Contractor Phone #:

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

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

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

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



Purchasing Division

ADDENDUM NO. 1

DATE: April 18, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Tiara Rado Force-main Replacement Project IFB-5066-22-DH

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

Please make note of the following clarifications:

1. Q. On the referenced project, curious what type of installation method is being used (open cut, directional drill, pipe bursting, etc.)?
 - A. *On this Project, the installation of the new 12" Fusible HDPE pipe shall use the open cut (trenching) method for pipeline installation.*

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

All other conditions of subject remain the same.

Respectfully,

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

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



Purchasing Division

ADDENDUM NO. 2

DATE: April 29, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Tiara Rado Force-Main Replacement Project IFB-5066-22-DH

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

Please make note of the following clarifications:

1. Q. Can the City please extend the inquiry deadline for this project?

A. The IFB Tentative Time Schedule has been update as follows:

IFB TENTATIVE TIME SCHEDULE:

Invitation for Bids available:	April 13, 2022
Mandatory Pre-Bid Meeting:	April 26, 2022
Pre-Qualification Application Deadline:	May 3, 2022
Inquiry deadline, no questions after this date:	May 3, 2022
Addendum Posted:	May 10, 2022
Submittal deadline for proposals (Bid Opening):	May 16, 2022
City Council & Board of Commissioners Approval:	June 1, 2022
Notice of Award & Contract execution:	June 2, 2022
Bonding & Insurance Cert. due:	June 16, 2022
Preconstruction meeting:	June 16, 2022
Work begins no later than:	August 1, 2022

All work in the active channel of the Colorado River shall be completed between **Oct 15, 2022 - Feb 28, 2023**
Final Completion: **236 Calendar Days** from Notice to Proceed

2. Q. What about wetlands? Does there need to be mitigations, and if so, can a line item be added to the Price Bid Schedule?

A. *Existing wetlands within the Colorado River floodplain and along the banks of the Colorado River and Persigo Wash were identified by the City's environmental consultant. It was determined that the impacts to these wetlands are minimal and temporary and as a result*

mitigation of the wetlands are not required. To help minimize the impact to the existing wetlands, the City may require the Contractor to install temporary fencing around the existing wetlands to help minimize the impact of trenching and construction traffic. Upon completion of the project, the Contractor will be required to remove any temporary fills in their entirety and the affected areas shall be returned to pre-construction elevations. The affected areas must be revegetated.

3. Q. Concerning coffer dams, the south channel appears to be the main channel. Are we confined to the south channel easement? Would we have the opportunity to move the coffer dam upstream (east) to help divert the river water to the northern channel?
 - A. *The City has reached out to the Colorado Parks & Wildlife (CPW) for an answer to this question. The City has not received an answer back from the CPW yet. This question will be addressed in Addendum #3 that will be issued later.*
4. Q. What does the City want for pressure testing the new 12" HDPE force-main pipe for final acceptance?
 - A. *The City is requiring that all force-main pipe that will be encased in concrete successfully pass a pressure test, per City specifications, prior to concrete encasement. When the Contractor has completed 100% of the new 12" Fusible HDPE force-main pipe, and prior to abandoning the existing force-main pipe, the Contractor shall pass a final pressure test of the entire new force-main pipe.*
5. Q. What does the City want to do with the existing force-main to be abandoned? If flushed, how clean do you want to see it?
 - A. *Ultimately, it's the Contractor's responsibility to determine what they believe to be the most effective means and methods for flushing out the old force-main pipe. The Contractor may need to consider flushing smaller segments of the old force-main pipe rather than trying to flush out the entire force-main. The City Project Engineer believes using hydraulic head to flush out the old force-main pipe will be the most effective approach. The existing force-main pipe is 12" D.I. pipe. The City will consider flushing operations complete when the effluent water coming out of the discharge end of the old force-main pipe appears to be clean and clear water. No disinfection of the old force-main pipe is necessary.*
6. Q. Will a dewatering pond be required on the northside of the Colorado River? The construction plans show a dewatering pond on the southside of the river, but not on the northside of the river.
 - A. *Yes, a dewatering pond will be required on both the northside and southside of the Colorado River.*
7. Q. Will dewatering and dewatering ponds be needed on Persigo WWTP property?
 - A. *Refer to the geotechnical report for soil characteristics in boreholes B-1 and B-2. The City does not anticipate dewatering and dewatering ponds being needed on the Persigo WWTP property.*
8. Q. Concerning the existing 48" RCP effluent pipe in the Persigo WWTP that needs to be crossed with the new force-main pipe at Station 31+77; will the City allow the contractor to remove a section of the 48" RCP pipe to allow easier installation of the new 12" HDPE pipe and then re-install the section of 48" RCP pipe vs. protect in place as shown in the plans?

- A. *Yes, the City will allow a section of the existing 48" RCP pipe to be removed for installation of the new 12" HDPE force-main pipe. However, the City will provide the Contractor with a concrete collar design that the Contractor will be required to construct at no cost to the Project. The cost to remove the pipe, reinstall the pipe, install concrete collars and steel reinforcement will not be paid for separately but shall be included in the cost of the Project. The minimum concrete collar width shall be 24-inches and the minimum thickness shall be 6-inches. If the Contractor damages the existing 48" RCP pipe during removal and/or installation, the Contractor shall replace the damaged pipe with new 48" RCP pipe at no expense to the City.*
9. Q. Will the City pay for haul roads and any temporary improvements for access to and from the Colorado River?
- A. *Any haul roads, improvements made to existing haul roads, and temporary fills for haul roads will not be paid for separately but shall be included in the total cost of the Project. The Contractor will be required to reclaim any haul roads used and remove any temporary fills and restore the ground elevations back to pre-construction conditions.*
10. Q. Will de-burring be required for the HDPE pipe?
- A. *De-burring of the HDPE pipe is not required.*
11. Q. Are DI fittings required to be P401 coated?
- A. *At a minimum, all DI fittings shall be coated inside and outside with fusion bonded epoxy coatings conforming to the requirements of ANSI/AWWA C116/A21.16. At this time, the DI fittings are not required to be coated with Protecto 401 (P401). It appears the Protecto 401 Ceramic Epoxy coating would be an acceptable substitute for an interior protective coating on DI fittings. If the Contractor wishes to submit more specific information on using the Protecto 401 ceramic epoxy on the DI fittings during the submittal stage of the Project that is an option that the City will consider.*
12. Q. Do you have a better detail for the connection to the existing lift station discharge pipe? It's hard to tell how everything will go together, are you connecting the 90 and 45 together? What connection type is needed on the 90 for connecting to the existing or are we connecting to HDPE pipe with a coupling? The only long radius DI fitting is a FLGxFLG 90, no long radius 45.
- A. *The only information the City has on the existing Tiara Rado lift station's discharge piping are from the original construction plans which are shown on sheet CD2.1. The City does not have as-built photos or a set of as-built construction plans that highlight exactly how the discharge piping is put together.*

The City's suggestion for the Bidder's to consider is for the Contractor to carefully excavate down to the existing discharge piping to see how the pipe is put together. The pipe may be in a concrete encasement. The only way to determine exactly how the new HDPE fittings and pipe will connect to the existing discharge piping is for the Contractor to expose the existing discharge pipe and determine what will be required to connect into the existing discharge pipe.

Without seeing how the existing discharge pipe is put together the City can't easily answer the question on exactly how the new 90-degree elbow will connect to the existing piping. There's a good chance there will be a flanged fitting where the existing discharge pipe connects into the

existing elbow. The City believes the new 90-degree elbow will need to be a FL x FL fitting and the new HDPE coupling will also need to be a FL x FL fitting. There's a chance the HDPE coupling as called out in the plans may not be needed. There a chance the new 45-degree elbow can connect directly to the 90-degree elbow. Decisions will need to be made in the field once the Contractor exposes the existing discharge piping.

13. Q. Do you have a spec for the magmeter?

A. *Specifications for the Magnetic Flowmeter can be found in Section 16900 – Instrumentation and Controls.*

14. Q. Test station detail on page CD2.0 shows what I think is CI valve box assembly, but the specs say to install actual test stations like a "Glen-4 box"? Detail also says max space of 500ft, the spacing north of the river is more than 500-ft per box?

A. *Refer to Specification Section 02530 – Sanitary Sewerage System, Part 2, subsection 2.5 – Pipe Accessories, Section C for information on test station manufacturers. The typical CI valve box assembly used on waterline valves will not be accepted. Make sure box lid is labeled "SEWER". A concrete collar will be required as shown in the detail on sheet CD2.0.*

The Contractor will be required to install the test stations at the locations shown on the construction plans even though the distances are greater than 500-ft. Per the construction plans, there are a total of five (5) test stations to be provided and installed.

15. Q. Tracer tape is noted in the specs but not on the plans, only shows tracer wire detail 4 on sheet CD2.1?

A. *Tracer wire information can be found in specification Section 02530 – Sanitary Sewerage System, Part 2, subsection 2.5 – Pipe Accessories, Section B. The tracer wire shall be taped to the HDPE pipe at 10-ft max. spacing. Tracing wire shall be used on the new HDPE pipe and shall comply with Section 102.8i within the City of Grand Junction's Standard Specifications for the Construction of Underground Utilities.*

16. Q. Do the trees and brush that are cutdown for the clearing and grubbing need to be removed from the construction site or can this material be chipped and left of the ground?

A. *The City has reached out to the Colorado Parks & Wildlife (CPW) for an answer to this question. The City has not received an answer back from the CPW yet. This question will be addressed in Addendum #3 that will be issued later.*

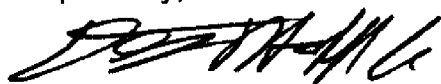
17. Attached to Addendum #2 is an updated Bid Schedule that replaces the original bid schedule. The following bid item has been added to the Bid Schedule:

- Abandon Existing 12" D.I. Force-main Pipe
(Abandon existing force-main pipe within CDOT right-of-way with Cellular Grout or a Sand Slurry grout with a minimum compressive strength of 300 psi) (Estimated length of pipe to be abandoned with grout is 450 LF) (Force-main pipe shall be drained of wastewater prior to grout installation)
(Complete in Place)

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

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

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes Type A bedding and haunching material and connection to existing sewer pipe)	10.	Lin. Ft.	\$ _____	\$ _____
2	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes exterior manhole waterproofing per Section 102.11, HDPE grade rings, MH-310-24 CI ring and cover, and concrete collar in unpaved areas per City Std. Detail SS-05)	1.	Each	\$ _____	\$ _____
3	108.5	Manhole Barrel Section (D>5') (60" I.D.) (Includes exterior manhole waterproofing)	2.5	Vert. Ft.	\$ _____	\$ _____
4	108.7	Granular Stabilization Material (Type B) (18" Thick Min.) (Includes haul and disposal of unsuitable excavated material) (Assumed Unit Weight = 136 lbs/cu.ft.)	250.	Ton	\$ _____	\$ _____
5	201	Clearing and Grubbing	1.	Lump Sum	- - -	\$ _____
6	202	Removal of Concrete	34.	Sq. Yd.	\$ _____	\$ _____
7	202	Removal of Manhole (Sewer)	1.	Each	\$ _____	\$ _____
8	202	Removal of Pipe	50.	Lin. Ft.	\$ _____	\$ _____
9	202	Removal of Fence (8' High Chain-Link) (Perimeter fence around Tiara Rado Lift Station)	110.	Lin. Ft.	\$ _____	\$ _____
10	202	Abandon Pipe (Abandon pipe by plugging ends of pipe with concrete)	6.	Each	\$ _____	\$ _____
11	203	Embankment Material (Complete in Place) (Additional placement and grading of embankment material at Tiara Rado lift station site to accommodate extension of new 8-ft high chain-link fence alignment for vehicle turn-around) (Use excess on-site material to grade the turn-around area level with the existing grades of the lift station site)	265.	Cu. Yd.	\$ _____	\$ _____
12	206	Structure Backfill (Flow-Fill)	125.	Cu. Yd.	\$ _____	\$ _____
13	207/ 02300	Topsoil	220.	Cu. Yd.	\$ _____	\$ _____
14	207/ 02300	Stockpile Topsoil	220.	Cu. Yd.	\$ _____	\$ _____
15	208/ 02370	Silt Fence	400.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	208/ 02370	Erosion Log (Type 1) (12 Inch) (Sediment Control Log)	2,000.	Lin. Ft.	\$ _____	\$ _____
17	208/ 02370	Soil Lifts (3' High) (Includes Soil Retention Blanket, Topsoil, Fill, Stakes/Staples) (See Detail 4 on Sheet CE1.4)	250.	Lin. Ft.	\$ _____	\$ _____
18	208/ 02370	Temporary Berms (Compacted Earth Berms)	8,450.	Lin. Ft.	\$ _____	\$ _____
19	208/ 02370	Sediment Basin (Dewatering Pond)	2.	Each	\$ _____	\$ _____
20	208/ 02370	Concrete Washout Structure	2.	Each	\$ _____	\$ _____
21	208/ 02370	Vehicle Tracking Pad	2.	Each	\$ _____	\$ _____
22	208/ 02370	Erosion Control Management (ECM)	1.	Lump Sum	- - -	\$ _____
23	209	Dust Abatement (Water Application)	30.	Day	\$ _____	\$ _____
24	210	Reset Fence (Ex. Wire Fence) (Wire fence located along pedestrian pathway, CDOT right-of-way, and River Road)	80.	Lin. Ft.	\$ _____	\$ _____
25	210	Reset Fence (Ex. 6-ft Chain-Link Fence with Barbed Wire Top) (Persigo WWTP perimeter chain-link fence)	100.	Lin. Ft.	\$ _____	\$ _____
26	210	Reset Double Gate (8-ft High Chain-Link fence gate at lift station)	1.	Each	\$ _____	\$ _____
27	212	Seeding (Native)	6.	Acre	\$ _____	\$ _____
28	212	Soil Conditioning	6.	Acre	\$ _____	\$ _____
29	213	Mulching (Straw Mechanically Crimped)	6.	Acre	\$ _____	\$ _____
30	213	Mulch Tackifier	1,200.	Pound	\$ _____	\$ _____
31	214	Landscape Maintenance (One-Year from Landscape Completion)	1.	Lump Sum	- - -	\$ _____
32	216	Soil Retention Blanket (Coconut) (Slope Protection) (As Deemed Necessary)	190.	Sq. Yd.	\$ _____	\$ _____
33	304	Aggregate Base Course (Class 6) (8" Thick)	40.	Sq. Yd.	\$ _____	\$ _____
34	607	Fencing (Temporary Construction Fencing)	650.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project

ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
35	607	Fence (8' High) (Chain-Link) (Top Rail with 10-ft Line Post Spacing) (Tiara Rado Lift Station)	216.	Lin. Ft.	\$ _____	\$ _____
36	608	Concrete Pathway (Class D, 4,500 psi Mix) (6" Thick x 10' Wide)	34.	Sq. Yd.	\$ _____	\$ _____
37	620	Portable Sanitary Facility	2.	Each	\$ _____	\$ _____
38	625	Construction Surveying	1.	Lump Sum	---	\$ _____
39	626	Mobilization	1.	Lump Sum	---	\$ _____
40	630	Concrete Barrier (Temporary) (To be used within CDOT right-of-way for protection in the highway median) (As Contractor Deems Necessary)	140.	Lin. Ft.	\$ _____	\$ _____
41	630	Traffic Control Plan(s) (Includes TCP's for both CDOT rights-of-way and Pedestrian Pathway)	1.	Lump Sum	---	\$ _____
42	630	Traffic Control (Complete in Place) (Includes traffic control for CDOT right-of-way and traffic control for the pedestrian pathway) (All Traffic Control shall meet CDOT Standard Requirements and Details for Highway Construction)	1.	Lump Sum	---	\$ _____
43	01200/ 02300	Dewatering	1.	Lump Sum	---	\$ _____
44	01200	Potholing Utilities	9.	Each	\$ _____	\$ _____
45	01200	Persigo Wash Temporary Crossing	1.	Lump Sum	---	\$ _____
46	01200	Persigo Wash Temporary Diversion	1.	Lump Sum	---	\$ _____
47	01200	Coffer Dam (Colorado River) (Includes construction of two separate Coffer Dam systems for crossing Colorado River channel)	1.	Lump Sum	---	\$ _____
48	01200/ 02300	Rock Excavation (Includes hauling and disposal of excavated rock material)	800.	Cu. Yd.	\$ _____	\$ _____
49	01200	12" Fusible HDPE Pipe (SDR-17) (Includes all necessary HDPE Fusible Fittings)	4,845.	Lin. Ft.	\$ _____	\$ _____
50	01200	Concrete Encasement (Single Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	958.	Lin. Ft.	\$ _____	\$ _____
51	01200	Concrete Encasement (Dual Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	1,066.	Lin. Ft.	\$ _____	\$ _____

Bid Schedule: Tiara Rado Force Main Replacement Project

ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
52	01200/ 09900	Manhole Corrosion Protection (100 mils DFT) (Includes Holiday Testing)	7.5	Vert. Ft.	\$ _____	\$ _____
53	01200	Connection to Lift Station	1.	Lump Sum	---	\$ _____
54	01200/ 16900	Flow Metering Manhole	1.	Lump Sum	---	\$ _____
55	SC	Tiara Rado Lift Station Influent Flows (Vactor trucks used to handle flows into the Tiara Rado lift station wet well during the installation of the temporary force-main piping at Station 47+77, and during final force-main connection into lift stations discharge pipe) (Includes all equipment, fuel, power, trucks, and labor to successfully handle the influent flows and dispose of the wastewater at the Persigo WWTP) (Average inflow into the Tiara Rado wet well is about 0.3 MGD or 210 GPM) (See Special Condition 3.3.38)	1.	Lump Sum	---	\$ _____
56	SC	Flush Out Existing Force Main Pipe of Wastewater and Dispose of Wastewater at Persigo WWTP (Existing 12" D.I. Pipe)	1.	Lump Sum	---	\$ _____
57	SC	Temporary Force-Main Bypass Piping (Includes all restrained piping, solid sleeve restrained couplings, connection into existing 12" ductile iron force-main pipe, and connection into existing 15" PVC gravity sewer line at Station 47+77) (Complete in Place)	1.	Lump Sum	---	\$ _____
58	SC	Abandon Existing 12" D.I. Force-main Pipe (Abandon existing force-main pipe within CDOT right-of-way with Cellular Grout or a Sand Slurry Grout with a minimum compressive strength of 300 psi) (Estimated length of pipe to be abandoned with grout is 450 LF) (Force-main pipe shall be drained of wastewater prior to grout installation) (Complete in Place)	1.	Lump Sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>200,000.00</u>
Bid Amount:						\$ _____

Bid Amount:

dollars

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

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



Purchasing Division

ADDENDUM NO. 3

DATE: May 4, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Tiara Rado Force-Main Replacement Project IFB-5066-22-DH

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

Please make note of the following clarifications:

1. Q. Concerning coffer dams, the south channel appears to be the main channel. Are we confined to the south channel easement? Would the Contractor have the opportunity to move the coffer dam upstream (southeast) to help divert the river water to the northern channel?
 - A. *The City reached out to the Colorado Parks and Wildlife (CPW) for assistance in answering these coffer dam questions. Any major deviation of the coffer dams from the approved access and temporary easement boundaries would require the City to obtain additional temporary easements. Acquiring additional easements and getting approval from CPW's Real Estate Dept. is a time-consuming process that the Project doesn't have time for. The Project is confined to using the easements limits the City acquired within the river channel for coffer dam location and construction.*

The main issue with locating the coffer dam further upstream to divert the river water to the northern channel is that the coffer dam would be located on private property.

To help with diverting river water to the northern channel, the CPW would be okay with the Project grading the existing gravel bar between the two river islands to create a channel to help divert the river water to the northern channel. This gravel bar is located on CPW property. The exhibit attached to Addendum #3 helps illustrate where this gravel bar is located and how the water can be diverted to the northern channel (highlighted with blue shading). The City believes that access to the gravel bar area shown in the attached exhibit can be along the banks of the main river island. The river flows in October and November 2022 will be a lot lower than the flows currently in the river and the island banks can be used for access to the gravel bar.

2. Q. Do the trees and brush that are cutdown for the clearing and grubbing need to be removed from the construction site or can this material be chipped and left of the ground?

- A. *The Bidders have two options to consider here for the Clearing and Grubbing line item. The Colorado Parks and Wildlife (CPW) is fine with the Contractor removing the trees and brush from the work area, and CPW is fine with the Contractor chipping the woody material and leaving it on-site. Leaving large piles of cutdown trees and brush will not be acceptable. If the Contractor chooses to chip the woody material on-site, the Contractor will be required to spread out the chips evenly on the ground and not leave piles of chipped material. There will be no additional cost to the project if the Contractor chooses to use a chipping machine to chip the woody material on-site.*
3. Q. Will a 250# FLG Drilling pattern be accepted here? We don't have any 125/150# Drilling configurations that can accommodate the 350PSI Minimum working pressure. Spec is calling for 350PSI with 125# drilling.
- A. *At this time, the City doesn't know what style flanged fittings exist on the current force-main pipe. Therefore, for bidding purposes, the all Bidders shall assume the existing fitting(s) are 250# flanged fittings which should be more expensive than the 150# flanged fittings. Bidders shall price out the more expensive flanged fitting for the Project to include in their bid. The City suggests that the Contractor on the Project dig up the existing force-main pipe at the proposed connection point early in the project to determine what style flanged fitting will be required. Once it's determined what style flanged fitting is needed then the correct fitting(s) with the proper flange can be ordered.*

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

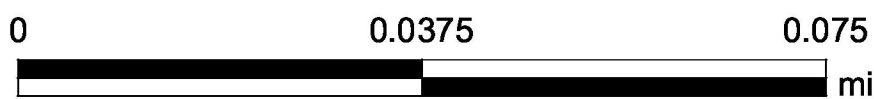
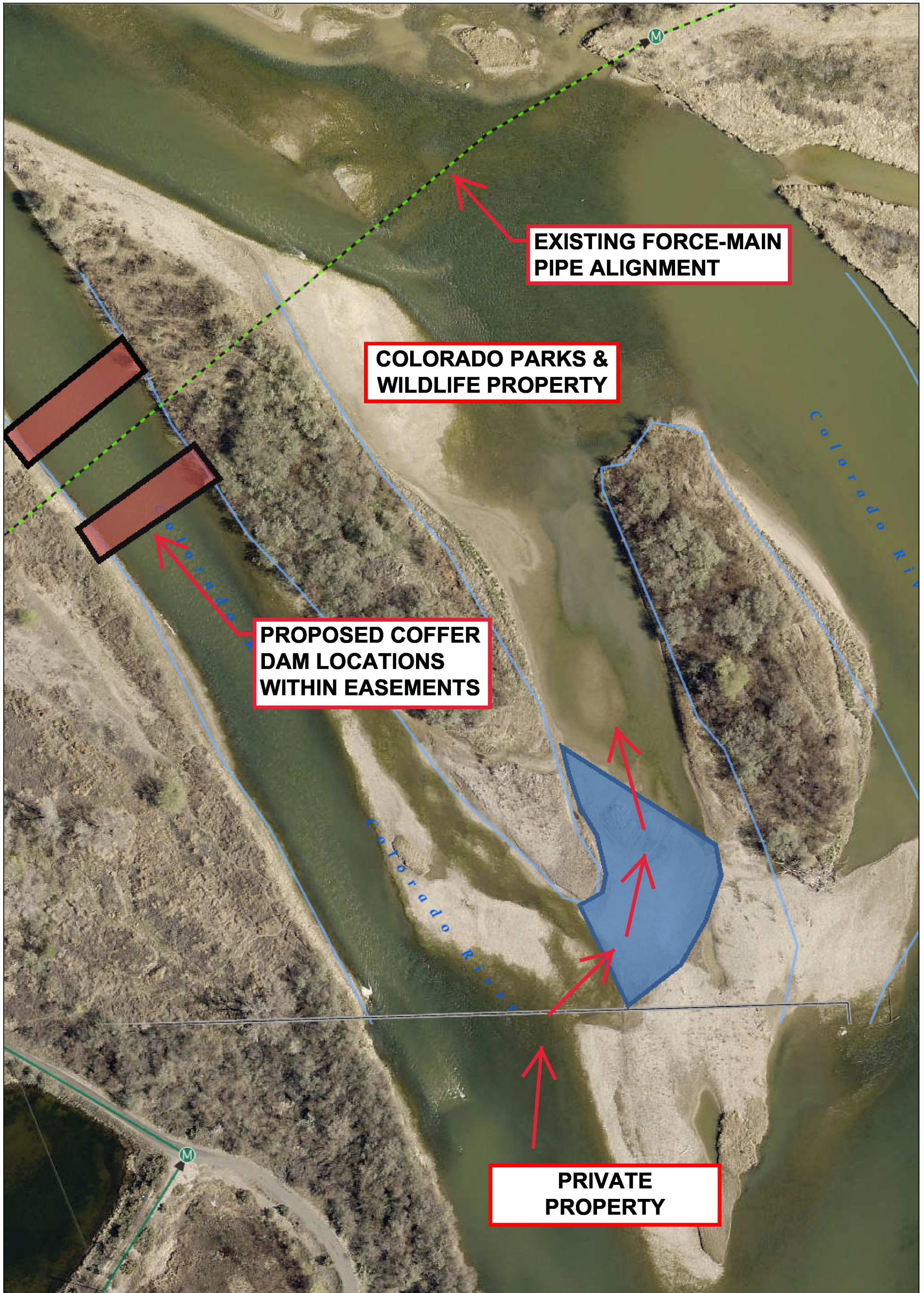
All other conditions of subject remain the same.

Respectfully,



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

Addendum #3 | Tiara Rado Force-main



Date: 5/2/2022

1 inch = 94 feet

4. Contractor's Bid Form

Bid Date: 5-16-22

Project: IFB-5066-22-DH "Tiara Rado Force-Main Replacement Project"

Bidding Company: M.A. Concrete Construction, Inc

Name of Authorized Agent: Andy Azcarraga

Email andy.maconcrete@gmail.com

Telephone 970-240-3221 Address 2323 River Rd

City Grand Junction State CO Zip 81505

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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 N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

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

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

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

Company: M.A. Concrete Construction, Inc

Authorized Signature: Andy Azcarraga

Title: Vice President

Bid Schedule: Tiara Rado Force Main Replacement Project

ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes Type A bedding and haunching material and connection to existing sewer pipe)	10.	Lin. Ft.	\$ <u>425.00</u>	\$ <u>4250.00</u>
2	108.5	Sanitary Sewer Basic Manhole (60" I.D.) (Includes exterior manhole waterproofing per Section 102.11, HDPE grade rings, MH-310-24 CI ring and cover, and concrete collar in unpaved areas per City Std. Detail SS-05)	1.	Each	\$ <u>8500.00</u>	\$ <u>8500.00</u>
3	108.5	Manhole Barrel Section (D>5') (60" I.D.) (Includes exterior manhole waterproofing)	2.5	Vert. Ft.	\$ <u>650.00</u>	\$ <u>1625.00</u>
4	108.7	Granular Stabilization Material (Type B) (18" Thick Min.) (Includes haul and disposal of unsuitable excavated material) (Assumed Unit Weight = 136 lbs/cu.ft.)	250.	Ton	\$ <u>30.00</u>	\$ <u>7500.00</u>
5	201	Clearing and Grubbing	1.	Lump Sum	---	\$ <u>30000.00</u>
6	202	Removal of Concrete	34.	Sq. Yd.	\$ <u>25.00</u>	\$ <u>850.00</u>
7	202	Removal of Manhole (Sewer)	1.	Each	\$ <u>2400.00</u>	\$ <u>2400.00</u>
8	202	Removal of Pipe	50.	Lin. Ft.	\$ <u>42.00</u>	\$ <u>2100.00</u>
9	202	Removal of Fence (8' High Chain-Link) (Perimeter fence around Tiara Rado Lift Station)	110.	Lin. Ft.	\$ <u>7.00</u>	\$ <u>770.00</u>
10	202	Abandon Pipe (Abandon pipe by plugging ends of pipe with concrete)	6.	Each	\$ <u>350.00</u>	\$ <u>2100.00</u>
11	203	Embankment Material (Complete in Place) (Additional placement and grading of embankment material at Tiara Rado lift station site to accommodate extension of new 8-ft high chain-link fence alignment for vehicle turn-around) (Use excess on-site material to grade the turn-around area level with the existing grades of the lift station site)	265.	Cu. Yd.	\$ <u>20.00</u>	\$ <u>5300.00</u>
12	206	Structure Backfill (Flow-Fill)	125.	Cu. Yd.	\$ <u>175.00</u>	\$ <u>21875.00</u>
13	207/ 02300	Topsoil	220.	Cu. Yd.	\$ <u>33.00</u>	\$ <u>7260.00</u>
14	207/ 02300	Stockpile Topsoil	220.	Cu. Yd.	\$ <u>33.00</u>	\$ <u>7260.00</u>
15	208/ 02370	Silt Fence	400.	Lin. Ft.	\$ <u>9.00</u>	\$ <u>3200.00</u>

Bid Schedule: Tiara Rado Force Main Replacement Project

ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	208/ 02370	Erosion Log (Type 1) (12 Inch) (Sediment Control Log)	2,000.	Lin. Ft.	\$ <u>6.00</u>	\$ <u>12,000.00</u>
17	208/ 02370	Soil Lifts (3' High) (Includes Soil Retention Blanket, Topsoil, Fill, Stakes/Staples) (See Detail 4 on Sheet CE1.4)	250.	Lin. Ft.	\$ <u>43.00</u>	\$ <u>10,750.00</u>
18	208/ 02370	Temporary Berms (Compacted Earth Berms)	8,450.	Lin. Ft.	\$ <u>1.50</u>	\$ <u>12,675.00</u>
19	208/ 02370	Sediment Basin (Dewatering Pond)	2.	Each	\$ <u>2760.00</u>	\$ <u>5520.00</u>
20	208/ 02370	Concrete Washout Structure	2.	Each	\$ <u>3000.00</u>	\$ <u>6,000.00</u>
21	208/ 02370	Vehicle Tracking Pad	2.	Each	\$ <u>18000.00</u>	\$ <u>36,000.00</u>
22	208/ 02370	Erosion Control Management (ECM)	1.	Lump Sum	---	\$ <u>67500.00</u>
23	209	Dust Abatement (Water Application)	30.	Day	\$ <u>430.00</u>	\$ <u>12,900.00</u>
24	210	Reset Fence (Ex. Wire Fence) (Wire fence located along pedestrian pathway, CDOT right-of-way, and River Road)	80.	Lin. Ft.	\$ <u>18.00</u>	\$ <u>1440.00</u>
25	210	Reset Fence (Ex. 6-ft Chain-Link Fence with Barbed Wire Top) (Persigo WWTP perimeter chain-link fence)	100.	Lin. Ft.	\$ <u>75.00</u>	\$ <u>7500.00</u>
26	210	Reset Double Gate (8-ft High Chain-Link fence gate at lift station)	1.	Each	\$ <u>3000.00</u>	\$ <u>3000.00</u>
27	212	Seeding (Native)	6.	Acre	\$ <u>5250.00</u>	\$ <u>31,500.00</u>
28	212	Soil Conditioning	6.	Acre	\$ <u>6000.00</u>	\$ <u>36,000.00</u>
29	213	Mulching (Straw Mechanically Crimped)	6.	Acre	\$ <u>5250.00</u>	\$ <u>31,500.00</u>
30	213	Mulch Tackifier	1,200.	Pound	\$ <u>5.00</u>	\$ <u>6000.00</u>
31	214	Landscape Maintenance (One-Year from Landscape Completion)	1.	Lump Sum	---	\$ <u>6750.00</u>
32	216	Soil Retention Blanket (Coconut) (Slope Protection) (As Deemed Necessary)	190.	Sq. Yd.	\$ <u>40.00</u>	\$ <u>7600.00</u>
33	304	Aggregate Base Course (Class 6) (8" Thick)	40.	Sq. Yd.	\$ <u>25.00</u>	\$ <u>1000.00</u>
34	607	Fencing (Temporary Construction Fencing)	650.	Lin. Ft.	\$ <u>18.00</u>	\$ <u>11,700.00</u>

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
35	607	Fence (8' High) (Chain-Link) (Top Rail with 10-ft Line Post Spacing) (Tiara Rado Lift Station)	216.	Lin. Ft.	\$ <u>90.00</u>	\$ <u>19440.00</u>
36	608	Concrete Pathway (Class D, 4,500 psi Mix) (6" Thick x 10' Wide)	34.	Sq. Yd.	\$ <u>209.00</u>	\$ <u>7106.00</u>
37	620	Portable Sanitary Facility	2.	Each	\$ <u>960.00</u>	\$ <u>1920.00</u>
38	625	Construction Surveying	1.	Lump Sum	---	\$ <u>22500.00</u>
39	626	Mobilization	1.	Lump Sum	---	\$ <u>649,981.50</u>
40	630	Concrete Barrier (Temporary) (To be used within CDOT right-of-way for protection in the highway median) (As Contractor Deems Necessary)	140.	Lin. Ft.	\$ <u>40.00</u>	\$ <u>5600.00</u>
41	630	Traffic Control Plan(s) (Includes TCP's for both CDOT rights-of-way and Pedestrian Pathway)	1.	Lump Sum	---	\$ <u>300.00</u>
42	630	Traffic Control (Complete in Place) (Includes traffic control for CDOT right-of-way and traffic control for the pedestrian pathway) (All Traffic Control shall meet CDOT Standard Requirements and Details for Highway Construction)	1.	Lump Sum	---	\$ <u>82500.00</u>
43	01200/ 02300	Dewatering	1.	Lump Sum	---	\$ <u>90,000.00</u>
44	01200	Potholing Utilities	9.	Each	\$ <u>2000.00</u>	\$ <u>18,000.00</u>
45	01200	Persigo Wash Temporary Crossing	1.	Lump Sum	---	\$ <u>17,500.00</u>
46	01200	Persigo Wash Temporary Diversion	1.	Lump Sum	---	\$ <u>17,500.00</u>
47	01200	Coffer Dam (Colorado River) (Includes construction of two separate Coffer Dam systems for crossing Colorado River channel)	1.	Lump Sum	---	\$ <u>600,000.00</u>
48	01200/ 02300	Rock Excavation (Includes hauling and disposal of excavated rock material)	800.	Cu. Yd.	\$ <u>170.00</u>	\$ <u>136,000</u>
49	01200	12" Fusible HDPE Pipe (SDR-17) (Includes all necessary HDPE Fusible Fittings)	4,845.	Lin. Ft.	\$ <u>95.00</u>	\$ <u>460,275.00</u>
50	01200	Concrete Encasement (Single Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	958.	Lin. Ft.	\$ <u>185.00</u>	\$ <u>177,230.00</u>
51	01200	Concrete Encasement (Dual Pipe) (3,000 psi) (Includes Steel Reinforcement and Dobies)	1,066.	Lin. Ft.	\$ <u>210.00</u>	\$ <u>223,860.00</u>

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
52	01200/ 09900	Manhole Corrosion Protection (100 mils DFT) (Includes Holiday Testing)	7.5	Vert. Ft.	\$ <u>975.00</u>	\$ <u>7,312.50</u>
53	01200	Connection to Lift Station	1.	Lump Sum	---	\$ <u>17,000.00</u>
54	01200/ 16900	Flow Metering Manhole	1.	Lump Sum	---	\$ <u>30,000.00</u>
55	SC	Tiara Rado Lift Station Influent Flows (Vactor trucks used to handle flows into the Tiara Rado lift station wet well during the installation of the temporary force-main piping at Station 47+77, and during final force-main connection into lift stations discharge pipe) (Includes all equipment, fuel, power, trucks, and labor to successfully handle the influent flows and dispose of the wastewater at the Persigo WWTP) (Average inflow into the Tiara Rado wet well is about 0.3 MGD or 210 GPM) (See Special Condition 3.3.38)	1.	Lump Sum	---	\$ <u>27,000.00</u>
56	SC	Flush Out Existing Force Main Pipe of Wastewater and Dispose of Wastewater at Persigo WWTP (Existing 12" D.I. Pipe)	1.	Lump Sum	---	\$ <u>27,000.00</u>
57	SC	Temporary Force-Main Bypass Piping (Includes all restrained piping, solid sleeve restrained couplings, connection into existing 12" ductile iron force-main pipe, and connection into existing 15" PVC gravity sewer line at Station 47+77) (Complete in Place)	1.	Lump Sum	---	\$ <u>38,250.00</u>
58	SC	Abandon Existing 12" D.I. Force-main Pipe (Abandon existing force-main pipe within CDOT right-of-way with Cellular Grout or a Sand Slurry Grout with a minimum compressive strength of 300 psi) (Estimated length of pipe to be abandoned with grout is 450 LF) (Force-main pipe shall be drained of wastewater prior to grout installation) (Complete in Place)	1.	Lump Sum	---	\$ <u>5,000.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>200,000.00</u>
Bid Amount:						\$ <u>379,360.00</u>

Bid Amount:

dollars

Bid Schedule: Tiara Rado Force Main Replacement Project ADDENDUM #2

Item CDOT,

No. City Ref. Description

Quantity Units

Unit Price

Total Price

Contractor Name: <i>M.A. Concrete Construction, Inc.</i>
Contractor Address: <i>2323 River Rd G.I., CO 81505</i>
Contractor Phone #: <i>970-243-3221</i>

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

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
<u>CC Enterprises G.J. CO</u>	<u>Traffic Control</u>	<u>1.9</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

ELite Protective Coatings, LLC
1540 P Rd. Loma, CO 81524.
(970)683-8153

The owner and operators are Jon and Tammy Goza.

This is a list of references for Tiara Rado Force Main Replacement Project

1. 2021 UnawEEP Sewer Replacement Project – Spray Sanitary Sewer Manholes -City of Grand Junction-Lee Cooper and Anna
2. Clifton Sanitation- Spray on Coating for Sanitary Sewer Manholes- Eli Jennings
3. City of Fruita- Spray on Coating for Sanitary Sewer Manholes- Chris Dehmel

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated May 16, 2022 for construction of Tiara Rado Force-Main Replacement Project - IFB-5066-22-DH (the Project) for the City and

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

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

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

Dated this 16th day of May, 2022.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road

Grand Junction, CO 81505

Signed: By: *Andy Azevedo* (seal)

Title: *Vice President*

Surety: Western Surety Company

Address: 151 N. Franklin Street

Chicago, IL 60606

Signed: By: *Tina Marie Post* (seal)

Title: Tina Marie Post Attorney-in-Fact

INSTRUCTIONS FOR COMPLETING BID BOND

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2021.



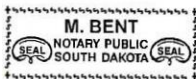
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of May, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/12/2022

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

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

PRODUCER Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506	CONTACT NAME: Moody-Valley Insurance Agency PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: certrequestgj@moodyins.com																					
INSURED M. A. Concrete Construction, Inc. P. O. Box 1988 Grand Junction CO 81502	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>BITCO National Insurance Company</td> <td style="text-align: center;">20109</td> </tr> <tr> <td>INSURER B :</td> <td>BITCO General Insurance Corporation</td> <td style="text-align: center;">20095</td> </tr> <tr> <td>INSURER C :</td> <td>Pinnacol Assurance</td> <td style="text-align: center;">41190</td> </tr> <tr> <td>INSURER D :</td> <td>Continental Insurance Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	BITCO National Insurance Company	20109	INSURER B :	BITCO General Insurance Corporation	20095	INSURER C :	Pinnacol Assurance	41190	INSURER D :	Continental Insurance Company	35289	INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3712170	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3712171	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2820485	12/01/2021	12/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4195192	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			6045636010 - Sits over UMB	12/01/2021	12/01/2022	Limit \$ 3,000,000

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

Bid Bond: Tara Rado Force-Main Replacement Project-IFB-5066-22-DH

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction 250 N 5th St Grand Junction CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

AGENCY CUSTOMER ID: 00022370

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Blanket Additional Insured status applies only to the extent provided in form GL3085 10/19 when required by written contract.
 Blanket Waiver of Subrogation applies only to the extent provided in form GL3085 10/19 when required by written contract.
 Primary and Non-Contributory status only to the extent provided in form GL3085 10/19 when required by written contract.
 Designated Project General Aggregate applies only to the extent provided in form GL3085 10/19 when required by written contract.

Auto Liability:

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

Umbrella Liability:

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

Excess Liability:

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

Worker's Compensation:

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

IMPORTANT:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
 M.A. Concrete Construction, Inc. _____, a _____ Corporation
 organized under the laws of the State of _____ CO _____, hereinafter
 referred to as the "Contractor" and Western Surety Company _____
 _____, a corporation organized under the laws of the State of _____ SD
 _____, and authorized and licensed to transact business in the State of
 Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City
 of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of
 Three Million Two Hundred Ninety Four Thousand Dollars and 00/100
 _____ dollars (\$ 3,294,000.00 _____), 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 2nd day of June _____,
 2022, entered into a written contract with the City for furnishing all labor, materials,
 equipment, tools, superintendence, and other facilities and accessories for the
 construction of Tiara Rado Force-Main Replacement Project _____
 _____ (the "Project") and Contract No. IFB-5066-22-DH _____, if appropriate, in
 accordance with the Contract, Special Conditions, Special Provisions, General Contract
 Conditions, Contract Drawings, Specifications and all other Contract Documents
 therefor which are incorporated herein by reference and made a part hereof, and are
 herein referred to as the "Contract".

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 17th day of June, 2022.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Austin Arcauf*

Title: President

ATTEST: *Donna Garza*
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation _____ organized
under the laws of the State of _____ CO _____, hereinafter referred to as the
"Contractor" and _____ Western Surety Company _____
_____, a corporation organized under the laws of the State of _____ SD _____
_____, and authorized and licensed to transact business in the State of Colorado,
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of _____
Three Million Two Hundred Ninety Four Thousand Dollars and 00/100 _____
_____ dollars (\$3,294,000.00 _____), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 2nd day of June,
2022, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of Tiara Rado Force-Main Replacement Project
_____ (the "Project") and Contract No. IFB-5066-22-DH, if appropriate, in
accordance with the Contract, Special Conditions, Special Provisions, General Contract
Conditions, Contract Drawings, Specifications and all other Contract Documents
therefor which are incorporated herein by reference and made a part hereof, and are
herein referred to as the "Contract".

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 17th day of June, 2022.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Martin Azaroff*
Title: President

ATTEST: *Donna Azaroff*
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*
Title: Tina Marie Post Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of December, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

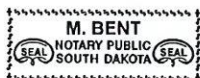
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 22nd day of December, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 17th day of June, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.