



NOTICE TO PROCEED

Date: August 10, 2022

Contractor: Deeply Digital

Project: Fiber Cabling for Installation for New Fire Station #8 IFB-5084-22-SDH

In accordance with the contract dated August 4, 2022 the Contractor is hereby notified to begin work on the Project on or before December 1, 2022.

The date of final completion as determined is February 2, 2022.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Deeply Digital

DocuSigned by:

By:

Jonathon Cook, Project Manager - Deeply Digital

Print Name: Jonathon Cook, Project Manager - Deeply Digital

Title: Project Manager

Date: 8/16/2022



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 4 day of August , 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 Deeply Digital hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Fiber Cabling for Installation for New Fire Station #8 IFB-5084-22-SDH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Work etc.
- c. Solicitation Documents for the Project: New Fire Station #8 IFB-5084-22-SDH
- d. Notice of Award
- e. Contractors Response to the Solicitation

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

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **\$413,727.50**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council 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

By: Scott Hockins
Title: IT Operations

8/10/2022
Date

(Deeply Digital)

By: Jonella Loh
Title: Project Manager

8/4/2022
Date



NOTICE OF AWARD

Date: 8/4/2022

Contractor: Deeply Digital, LLC

Project: FIBER CABLING INSTALLATION FOR NEW FIRE STATION #8

The City of Grand Junction has considered the Response submitted by the Contractor for the Project, in response to the Solicitation.

The Contractor is hereby notified that the Response received from the Contractor for the Project in the amount of **\$413,727.50** was accepted. The Contractor is hereby awarded all or portions of the Project described as: **FIBER CABLING INSTALLATION FOR NEW FIRE STATION #8**, the entire project as itemized in the Solicitation Response.

The Contractor is required to execute and submit Three (3) copies of the Contract and submit Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

Scott Hockins

Scott Hockins, Business Operations

Receipt of this Notice to Award is hereby acknowledged:

Contractor: *Deeply Digital*

By:

Jonathan Cook

Title:

Project Manager

Date:

8/4/2022

The Contractor is required to return an acknowledged copy of this Notice of Award.



Purchasing Division

Invitation for Bid

IFB-5084-22-SDH

Fiber Cabling Installation for New Fire Station #8

Responses Due:

June 22, 2022 prior to 2:00 Mountain Time

Accepting Electronic Responses Only

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

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

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

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

Purchasing Representative:

Scott Hockins

scotth@gjcity.org

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

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
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1. Instructions to Bidders

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

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide and install fiber optic cabling for the new Fire Station #8, currently in construction. Contractors should verify all dimensions and scope of work prior to submission of bids.

IFB Questions:

Scott Hockins

scotth@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. Pre-Bid Meeting:** Prospective bidders are encouraged to attend a pre-bid meeting on June 15th at 2:00 MT.

Pre-Bid Meeting for Fiber Cabling Installation for New Fire Station #8

Prebid Meeting Virtually

Wed, Jun 15, 2022 2:00 PM - 3:00 PM (MDT)

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

<https://meet.goto.com/260384533>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 260-384-533

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 260 384 533

Or dial directly: 260384533@67.217.95.2 or 67.217.95.2##260384533

Get the app now and be ready when your first meeting

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

The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

- 1.3. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. **Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.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)

Bid Opening Fiber Optics for Fire Station 8

Wed, Jun 22, 2022 2:00 PM - 2:30 PM (MDT)

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

<https://meet.goto.com/727675197>

You can also dial in using your phone.

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Access Code: 727-675-197

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 727 675 197

Or dial directly: 727675197@67.217.95.2 or 67.217.95.2##727675197

Get the app now and be ready when your first meeting

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

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

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.8. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.9. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.10. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.11. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

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

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

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

- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.

- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.17. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.19. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

1.21. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2. General Contract Conditions for Construction Projects

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

owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change

in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

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

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

the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

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

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

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

thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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 proceed 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,
- consider any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

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

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

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

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

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

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

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

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

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

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

- 2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. 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 to provide and install fiber optic cabling for the new Fire Station #8, currently under construction. All dimensions and scope of work shall be verified by Contractors prior to submission of bids.

3.2. PROJECT DESCRIPTION: The project consists of furnishing and installing approximately 17,600 feet of 72 ct SM Fiber cable and 350 feet of 12 ct SM Fiber cable, from the intersection of 29 Road and D Road, east and north to the Fire Station building at 441 31 Road. The installation will include approximately 11,700 feet of new bored or trenched conduit, 38 fiber boxes (installation only) with ground rods, and fiber splices to connect into the existing system.

Appendix A includes a plan sheet exhibit with information on existing fiber optic, proposed conduit runs, splice box locations, fiber specifications, and splice diagrams.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1. Pre-Bid Meeting: Prospective bidders are encouraged to attend a pre-bid meeting.

Pre-Bid Meeting for Fiber Cabling Installation for New Fire Station #8

Prebid Virtual Meeting for Fiber Fire Station 8
Wed, Jun 15, 2022 2:00 PM - 3:00 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/260384533>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3311](tel:+18722403311)

Access Code: 260-384-533

Join from a video-conferencing room or system.

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 260 384 533

Or dial directly: 260384533@67.217.95.2 or 67.217.95.2##260384533

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Scott Hockins, IT Operations
City of Grand Junction
scotth@gjcity.org

- 3.3.3 Project Manager:** The Project Manager for the Project is Kirsten Armbruster, Project Engineer, who can be reached at (970)244-1421. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Planning
Attn: Kirsten Armbruster, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

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

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

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

- 3.3.6 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.3.7 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.3.8 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) 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.

3.3.9 Time of Completion: The scheduled time of Completion for the Project is 64 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

3.3.11 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.

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

None

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

City of Grand Junction's Work within Public ROW permit

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

- Thirty-eight (38) fiber boxes

3.3.14 Project Newsletters: A newsletter for the Project will be prepared and distributed by the City. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and Contractor. The newsletter will be mailed approximately one week before the Contractor commences work.

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the work is scheduled to begin.

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

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

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

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

All costs associated with the preparation and implementation of Traffic Control will not be measured and paid for separately but shall be included in the work.

3.3.19 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.

3.3.20 Quality Control Testing: Supplier shall perform quality control testing on concrete. The City will perform all other necessary QA/QC.

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

- Traffic Control Plans
- Project Schedule

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

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

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

3.3.25 Existing Utilities and Structures: Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37 in order to safely and successfully complete this project.

Contractor installing utility conduits via boring method, either crossing or longitudinal to Persigo Sewer System infrastructure, that may or may not be located in easement, tract, or street right of way, shall provide CCTV video documentation of the sewer main line and service line condition along with alignment of utility conduit installation. The CCTV documentation shall be conducted immediately after completing the new utility conduit installation. A video copy of the documentation with plan view schematic showing orientation of the sewer system and utility conduit alignment shall be provided to the City for review prior to approval of work.

3.3.26 Incidental Items: Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.

3.3.27 Survey: The Contractor shall perform all construction surveying.

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

- None

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

3.3.30 Coordination of Work: In addition to Project Engineer, Final Completion of the work shall be coordinated with:

Greg Scott, Transportation Analyst II
Department of Public Works
333 West Avenue, Building D
Grand Junction, CO 81501
(970) 244-1597
gregsc@gjcity.org

3.4. SCOPE OF WORK:

Fire Station #8 Fiber Cable Installation

PROJECT SPECIFICATIONS

1. Fiber optic cable shall be Corning ALTOS Loose Tube, Gel-Free Cable 72 Fiber, Single Mode (OS2) OR approved equal. Other proposed cable specs shall be supplied to and approved by Engineer prior to the Contractor placing the fiber order.
2. Tracer Wire: Insulated, 10 gauge solid core tracer wire shall be installed in all underground conduits. Tracer wire shall be pulled simultaneously with the fiber cable. Care should be taken to avoid the cables from coiling around one another. To facilitate installation, tracer wire splices are allowed in each pull box.
3. Tracer wire should have 5 feet of slack, each direction, in each pull box.

CONSTRUCTION REQUIREMENTS

FIBER OPTIC CABLE

(a) Installation Requirements

All installation shall be done in conformance with the fiber optic cable manufacturer's installation guidelines. Failure to follow the appropriate guidelines will require the Contractor to provide in a timely fashion the additional material and labor necessary to properly rectify the situation at no additional cost to the City. This shall apply to any and all damages sustained to the cables by the Contractor during the implementation.

The Contractor shall ensure that the cable bends maintain the proper minimum bend radius during installation. The fiber optic cable shall be pulled in the conduit with a split mesh cable grip designed to provide a firm hold on the exterior covering of the cable. Cable shall not be pulled over or along the ground, around edges or corners, over or around obstructions, or through unnecessary curves or bends. The Contractor shall ensure that the tensile load on the cable does not exceed the manufacturer's recommended maximum by using a pulley system with a numerical readout of the actual tension on the cable and includes a means of alerting the installer when the pulling tension approaches the manufacturer's maximum recommended pulling tension or 600 lbs., whichever is less. The contractor shall supplement this procedure with a breakaway tension limiter set below the lowest recommended tensile limit of the cables being pulled.

Air-assisted fiber optic cable installation techniques shall be an acceptable alternative to pulling cable. The Contractor shall be responsible for ensuring that the installed conduits are coupled correctly and that the conduit can maintain the required pressure. Lubrication used by the Contractor for cable installation shall be specifically engineered for blowing applications and typical pulling lubricants will not be permitted.

Under no circumstances shall the fiber optic cable be cut or spliced at intermediate points without written permission by the Engineer. The Contractor shall only splice fibers at existing and proposed splice closures as shown on the splice diagrams with the Plans. In the traffic signal cabinets, fibers shall be terminated at fiber optic interconnect units. Lateral/spur cables shall be installed using appropriate strain relief.

When pulling cable in both directions from the mid-point of a run, the Contractor shall first pull one-half of the cable from the reel at the mid-point through the conduit to one end of the run. The other half of the cable shall be removed from the reel and carefully placed on the ground. The cable shall be coiled in a figure eight with a minimum loop diameter of 10 times the cable diameter. Cardboard shims (or equivalent method) or additional figure-eight's shall be used to relieve pressure on the cable at crossovers. The coiled cable shall then be pulled through the conduit to the other end of the run. The Contractor shall not kink, twist or bend the cable during installation coiling or uncoiling.

During pulling, the cable shall be continuously lubricated as it enters the conduit. Lubricant shall be that recommended by the cable manufacturer. Liquid dishwashing or laundry detergents shall not be used.

At each splice point, the Contractor shall coil or figure-eight the slack fiber optic cable. Unused fibers shall remain un-spliced in a splice closure and reserved for future use.

Loops or figure-eight, 50 feet of slack shall be provided in each pull box that is identified in the plan set.

Terminations at the Patch Panel within the Fire Station #8 building shall be LC Connector terminations.

(b) Pre-Installation Fiber Testing (On-Reel)

A pre-installation fiber test shall be performed on every reel of fiber for cable acceptance prior to installation. The test shall be used to evaluate the integrity, overall length and fiber attenuation of the received cables. The test results shall be provided to the Engineer to assist in comparing the received cable to these Special Provisions, uncover point defects due to handling during transport and effectively measure un-terminated fibers. Except for the cable and access to test each reel of fiber, the Contractor shall preserve the cable in its originally shipped condition in the event the pre-installation testing indicates flaws in the fiber and the reel has to be returned for a replacement. In the event that the Engineer fails to notice a problem(s) in the pre-installation fiber test for a specific reel of fiber, the installation of that reel of fiber by the Contractor shall indicate that the Contractor assumes all risk for all material, equipment and labor costs associated with removal and replacement of the fiber at no additional cost to the City.

(c) Fiber Optic Sub-System Testing

A test plan shall be generated by the Contractor and must be reviewed and approved by the Engineer. The test plan shall identify procedures to ensure quality fiber optic by the Engineer. The test plan shall identify procedures to ensure quality fiber optic system construction, but must minimize any operational impact to the traffic signal control system and related City networks. At a minimum, the Contractor should identify the following:

- List of fiber optic system equipment installed under this Contract.
- Fiber system equipment setup
- Control settings
- Test equipment calibration and certification per the following standards:
 - TIA-455-231 TIA-455-231 Calibration of Fiber Optic Power Meters
 - TIA/EIA-455-226 Calibration of OTDRs
- Testing procedure
- Expected results

3.5. BASIS OF PAYMENT

The accepted quantities of each bid item listed in the Bid Schedule will be paid for at the contract unit price for the unit of measurement specified in the Bid Schedule. Any and all work not listed in the Bid Schedule but necessary for the complete installation of a properly functioning fiber optic line will not be paid for separately but shall be included in the work. All line items listed in the Bid Schedule shall be all inclusive to the completion of the project, to include, but not be limited to all labor, materials, installation, traffic control, travel, permits, equipment, etc.

The work included in the unit price for 2" Electrical Conduit (Schedule 80) includes but is not limited to: furnish and install of 2" conduit either by means of open trench or boring to a minimum depth of 36 inches below existing grade, fittings and connections as needed to connect to pull boxes, and any other work incidental to the furnish and install of 2" conduit.

The work included in the unit price for Fiber Optic Cable includes but is not limited to: furnish, install into conduit as detailed on the exhibits, reinstallation testing and acceptance testing and documentation, and any work incidental to the furnish and install of the properly functioning fiber optic line.

The work included in the unit price for Fusion Splice includes but is not limited to: furnish and install of splicing materials, case prep, fanout kits, all fiber connectors, and splice testing and documentation, and any other work incidental to the fiber splicing.

3.6. Attachments:

Appendix A: Plan and Detail Sheets

3.7. Contractor Bid Documents:

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

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **References**
- **Manufacturer's Certificate of Authorizing for Contractor**

3.8. IFB TENTATIVE TIME SCHEDULE:

Pre-Bid Meeting	June 15
Inquiry deadline, no questions after this date	June 17
Submittal deadline for proposals	June 22
City Council Approval	July 6
Notice of Award and Contract Execution	July 7
Bonding and Insurance Cert Due	July 13
Preconstruction Meeting	July 15
Work begins no later than	August 1
Final Completion	October 4
City Holidays During Construction - Labor Day	September 5

4. Contractor's Bid Form

Bid Date: June 22, 2022

Project: **IFB-5084-22-SDH** Fiber Cabling Installation for New Fire Station #8

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
-

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

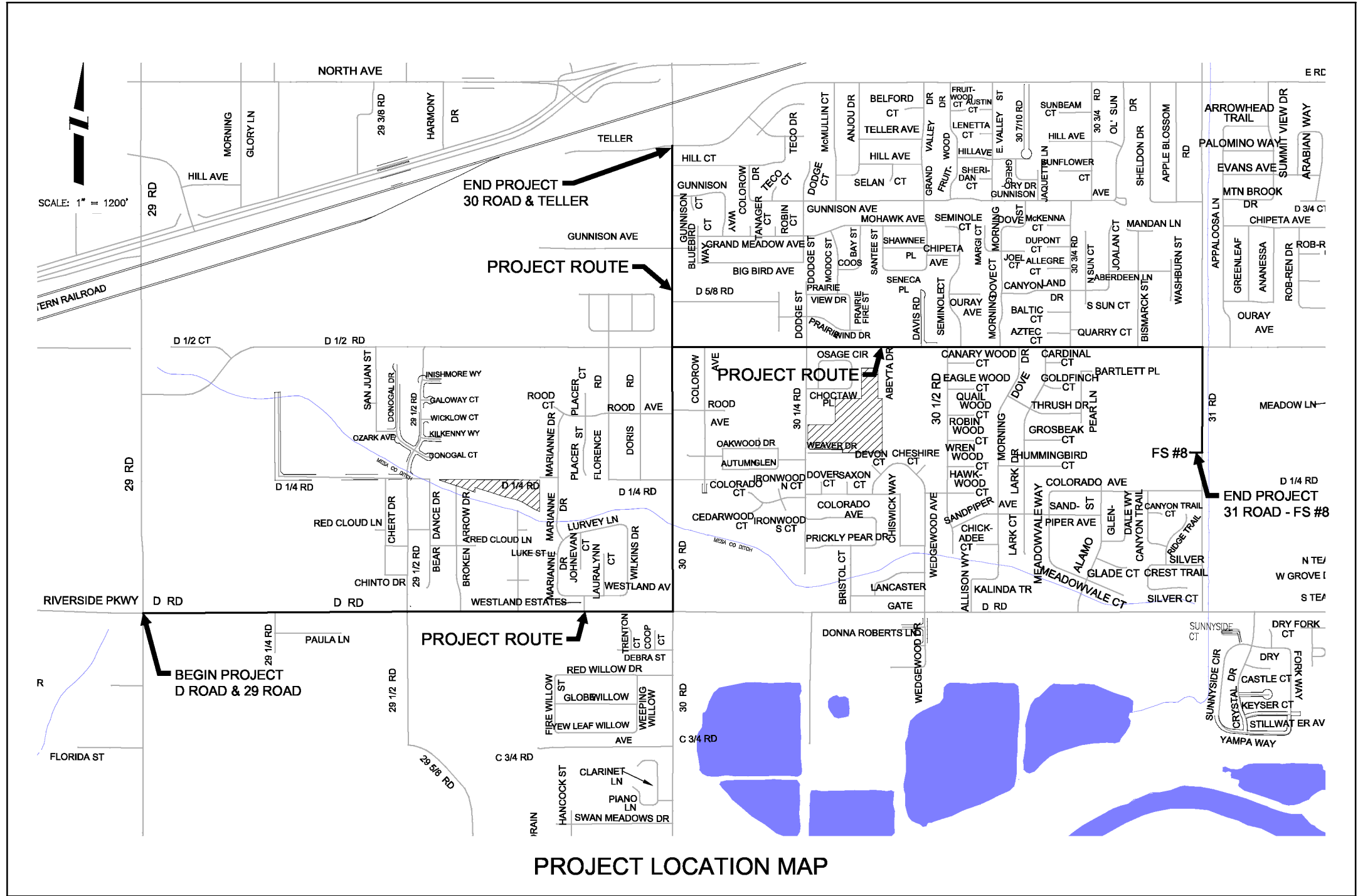
<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
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The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein 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.

APPENDIX A

Plan and Detail Sheets




INDEX OF SHEETS	
SHEET NO.	SHEET TITLE / DESCRIPTION
1	PROJECT COVER SHEET
2	PROJECT NOTES, LEGEND & DETAILS
3	D ROAD - STA.0+00 TO STA.15+00
4	D ROAD - STA.15+00 TO STA.30+00
5	D ROAD - STA.30+00 TO STA.45+00
6	D ROAD - STA.45+00 TO STA.60+00
7	30 ROAD - STA.60+00 TO STA.72+00
8	30 ROAD - STA.72+00 TO STA.84+41.5
9	D.5 ROAD - STA.84+41.5 TO STA.99+00
10	D.5 ROAD - STA.99+00 TO STA.114+00
11	D.5 ROAD - STA.129+00 TO STA.145+00
12	D.5 ROAD & 31 ROAD - STA.129+00 TO STA.145+00
13	30 RD N - D.5 RD TO STA 14+00
14	30 RD N - STA 14+00 TO E RD

UTILITIES & AGENCIES								
AGENCY	NAME	POSITION	ROLE	PHYSICAL ADDRESS	MAILING ADDRESS	CITY, STATE, ZIP	PHONE NO.	FAX NO.
CITY OF GRAND JUNCTION	LISA FROSHAUG	PROJECT ENGINEER	PROJECT ENGINEER	333 WEST AVENUE – BLDG C	333 WEST AVENUE – BLDG C	GRAND JUNCTION, CO 81501	(970) 244-1592	(970) 256-4022
CITY OF GRAND JUNCTION	KRISTEN ARMBRUSTER	PROJECT MANAGER	PROJECT MANAGER	333 WEST AVENUE – BLDG C	333 WEST AVENUE – BLDG C	GRAND JUNCTION, CO 81501	(970) 244-1421	(970) 256-4022
GRAND VALLEY IRRIGATION CO.	PHIL BERTRAND	MANAGER	IRRIGATION	688 26 ROAD	688 26 ROAD	GRAND JUNCTION, CO 81506	(970) 242-2762	
SPECTRUM	JEFF VALDEZ	MANAGER	CABLE TV	2502 FORESIGHT CIRCLE	2502 FORESIGHT CIRCLE	GRAND JUNCTION, CO 81504	(970) 245-8750	(970) 245-6803
CENTURYLINK	CHRIS JOHNSON	ENGINEER	TELEPHONE	2524 BLICHMANN AVENUE	2524 BLICHMANN AVENUE	GRAND JUNCTION, CO 81504	(970) 244-4311	(970) 240-4349
CLIFTON WATER DISTRICT	DALE TOOKER	DISTRICT MANAGER	WATER	510 34 ROAD	510 34 ROAD	CLIFTON, CO. 81520	(970) 434-7328	
XCEL	TILLMAN McSCHODER	UNIT MANAGER	ELECTRIC	2538 BLICHMANN AVENUE	2538 BLICHMANN AVENUE	GRAND JUNCTION, CO 81506	(970) 244-2695	(970) 244-2664
XCEL	BRIAN PADGETT	UNIT MANAGER	GAS	2538 BLICHMANN AVENUE	2538 BLICHMANN AVENUE	GRAND JUNCTION, CO 81506	(970) 244-2690	(970) 244-2656

UTILITIES NOTE: ALL EXISTING UTILITY INFORMATION DEPICTED ON THE PLAN SHEETS IS QUALITY LEVEL "D" UNLESS OTHERWISE NOTED.

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



Know what's below.
Call before you dig.

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


DRAWN BY:	NCW	DATE:	11/2021
DESIGNED BY:	LF	DATE:	11/2021
CHECKED BY:	KA	DATE:	11/2021
APPROVED BY:	KA	DATE:	11/2021

SCALES:
SEE DRAWING SET FOR
SCALE INFORMATION.



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD – FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
PROJECT COVER SHEET

PLAN SHEET SYMBOL LEGEND	
LOT LINES	----
STREET RIGHT-OF-WAY LINES	-----
EX. STORM SEWER (SIZE & TYPE)	-----24ST>>RCP
EX. WATER MAIN (SIZE & TYPE)	-----8W--PVC
EX. SANITARY SEWER (SIZE & TYPE)	-----10SAN>>VCP
EX. SANITARY SEWER (ABANDONED)	-----8SAN>>ABAND
EX. STORM MANHOLE	⊙
EX. SANITARY SEWER MANHOLE	⊙
EX. STORM INLET	⊠
EX. SANITARY SEWER MANHOLE	⊗
EXISTING STORM INLET	⊗
EX. PULL BOX	⊠
PROPOSED FIBER BOX	⊠
PROPOSED FIBER OPTIC CABLE IN 2" ELECTRICAL CONDUIT	-----[FO]-----
PROPOSED FIBER OPTIC CABLE PULLED THRU EXISTING CONDUIT	-----FO-----
CONCRETE DRIVEWAY REMOVAL & REPLACEMENT	

PLAN SHEET NOTE LEGEND	
1	BORE OR TRENCH 2" PVC CONDUIT. INSTALL 72CT SM FIBER AND TRACER WIRE.
2	SPLICE IN SPLICE CASE ENCLOSURE PER ATTACHED DIAGRAM.
3	INSTALL CITY PROVIDED 24"X36" SPLIT LID PULL BOX. INSTALL 72CT SM FIBER CABLE WITH 50' OF SLACK AND TRACER WIRE.
4	EXISTING CITY OF GRAND JUNCTION CONDUIT AND PULL BOX.
5	INSTALL 72CT SM FIBER CABLE AND TRACER WIRE IN EXISTING CONDUIT FROM SPLICE CASE TO PULL BOX WITH 50' OF SLACK AND TRACER WIRE.
6	EXISTING CONDUIT REPAIR AND EXISTING DRIVEWAY REMOVAL AND REPLACE IN KIND.
7	INSTALL 72CT SM FIBER CABLE AND TRACER WIRE IN EXISTING CONDUIT FROM PULL BOX INTO NEW FIRE STATION NO. 8 BUILDING. TERMINATE FIBERS PER ATTACHED DIAGRAM OR BY I.T. DIRECTION.
8	INSTALL 12CT SM FIBER CABLE TO TRAFFIC SIGNAL CABINET.
9	INSTALL 6CT FIBER PATCH PANEL IN TRAFFIC SIGNAL CABINET. LC CONNECTORS.
10	TERMINATE FIBER PER ATTACHED DIAGRAM.
11	REPLACE EXISTING PLASTIC PULL BOX WITH 24"X36" SPLIT LID PULL BOX. (CITY PROVIDED)
12	INSTALL 30"X48" SPLIT LID PULL BOX. (CITY PROVIDED)
13	REMOVE EXISTING PLASTIC PULL BOX AND CONNECT EXISTING CONDUIT.

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

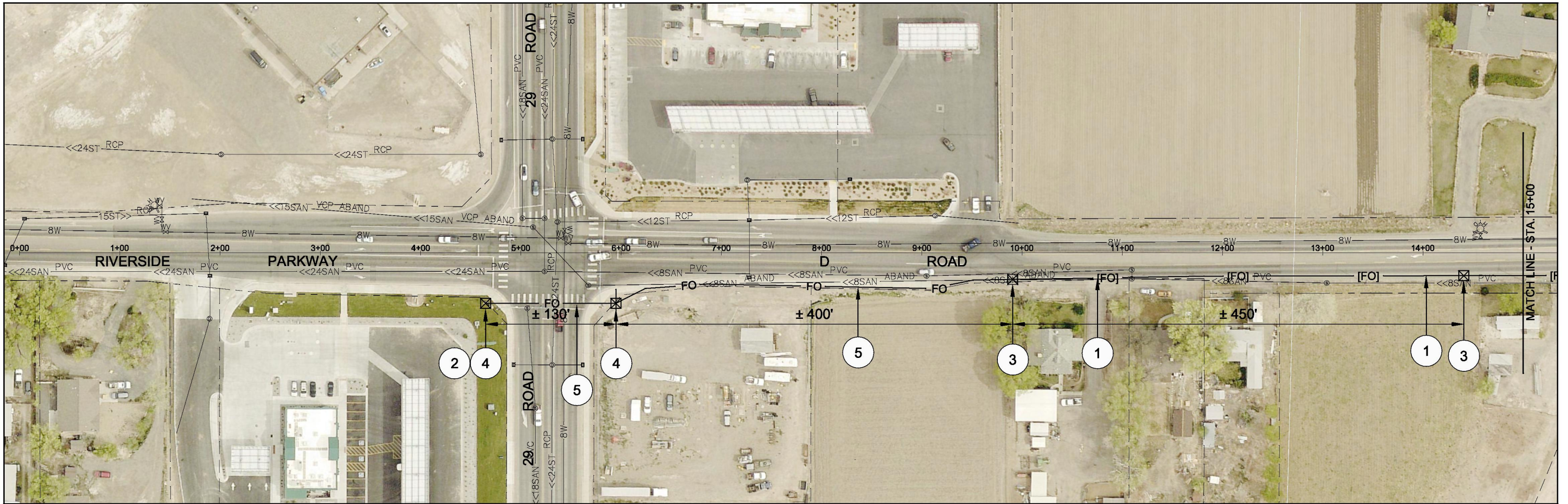
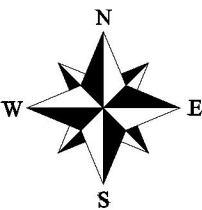
DRAWN BY:	NCW	DATE:	11/2021
DESIGNED BY:	LF	DATE:	11/2021
CHECKED BY:	KA	DATE:	11/2021
APPROVED BY:	KA	DATE:	11/2021

SCALES:
SEE DRAWING SET FOR
SCALE INFORMATION.

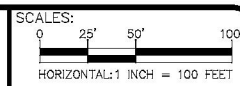


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD — FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
PLAN SHEET SYMBOL LEGEND & NOTE LEGEND



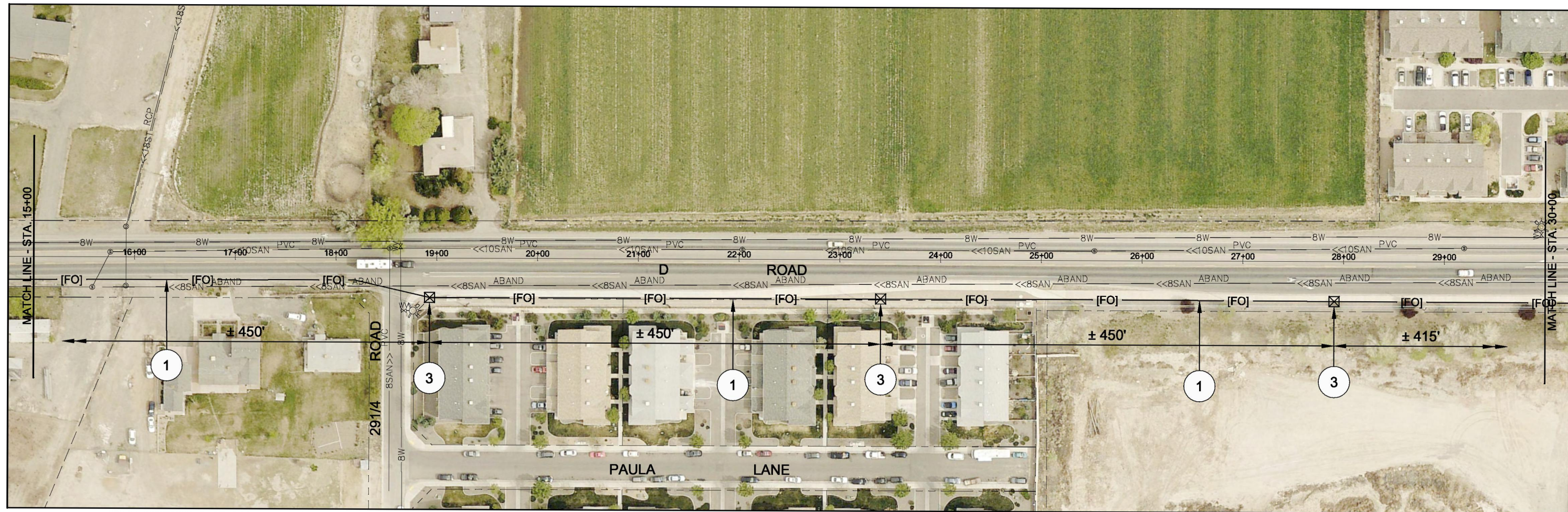
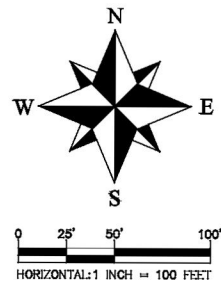
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REVISION	△ REV 2	DATE	CHECKED BY:	KA	DATE:	11/2021
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REVISION	△ REV 4	DATE				



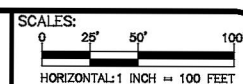
PUBLIC WORKS ENGINEERING DIVISION

PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D ROAD - STA.0+00 TO STA.15+00

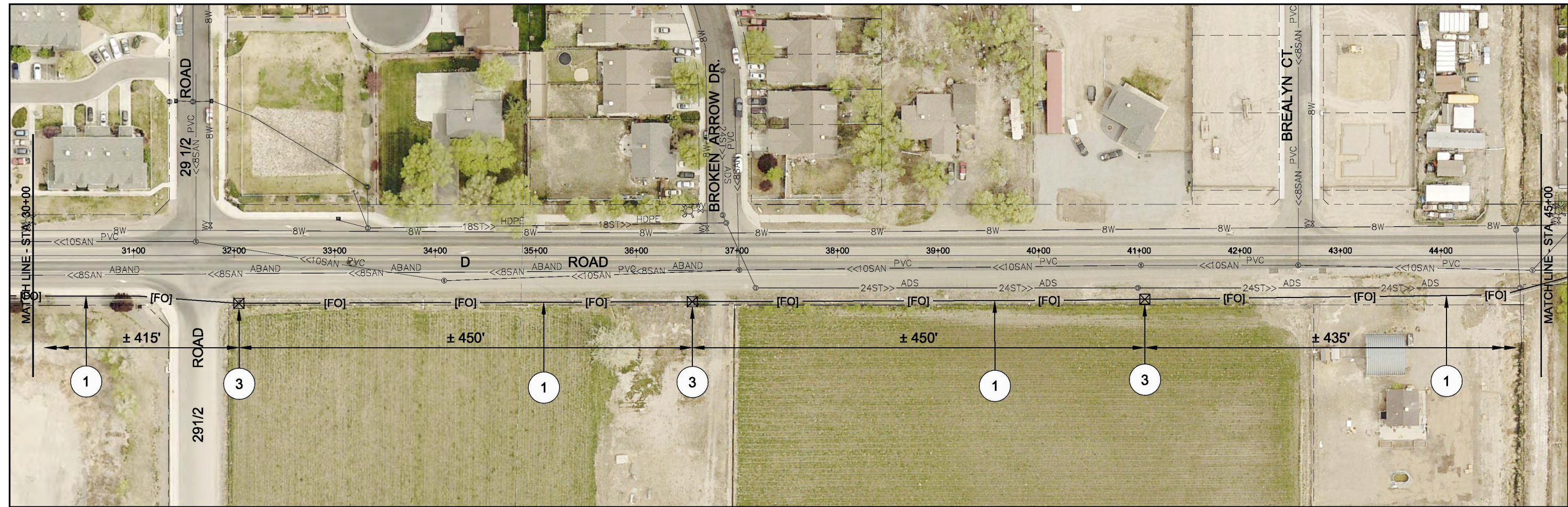
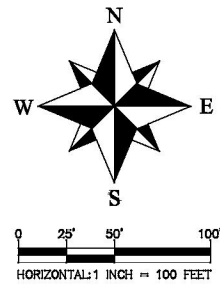


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REVISION 1			DESIGNED BY:	LF	DATE:	11/2021
REVISION 2			CHECKED BY:	KA	DATE:	11/2021
REVISION 3			APPROVED BY:	KA	DATE:	11/2021
REVISION 4						

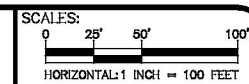


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D ROAD - STA.15+00 TO STA.30+00

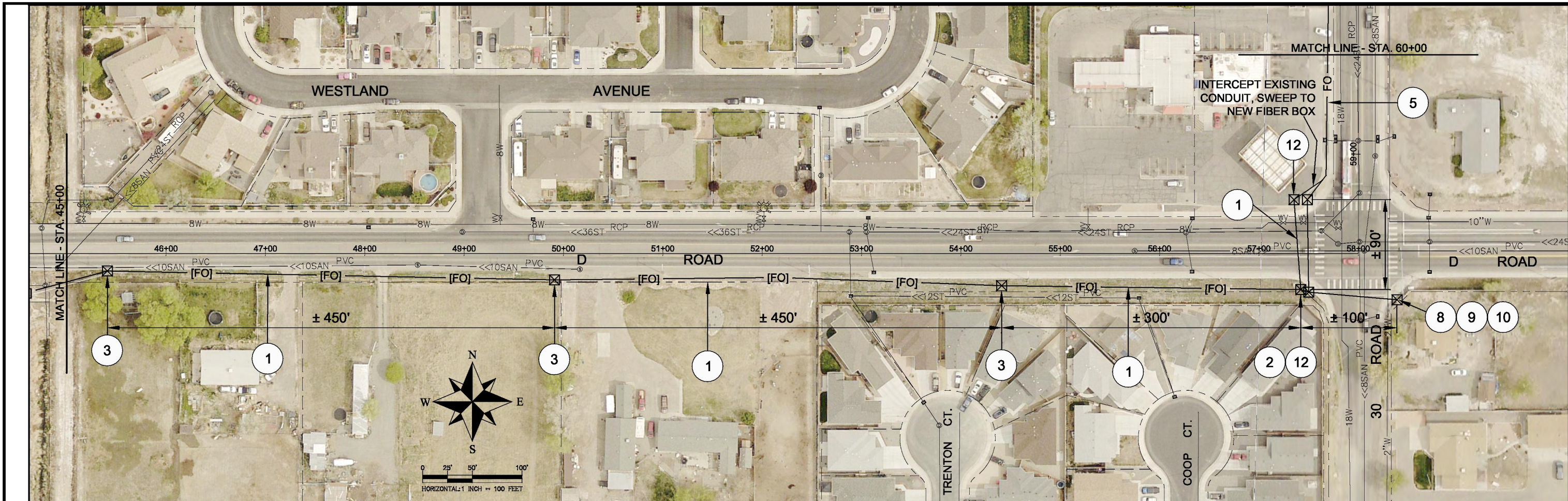


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REVISION 1	REV 1	DATE	DESIGNED BY:	LF	DATE:	11/2021
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REVISION 3	REV 3	DATE	APPROVED BY:	KA	DATE:	11/2021
REVISION 4	REV 4	DATE				

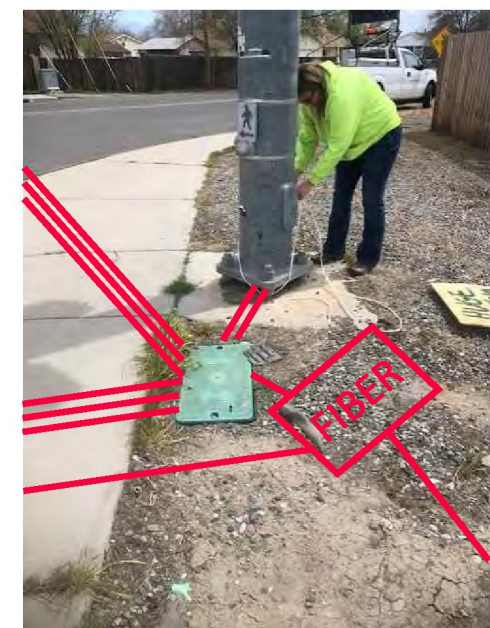


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD — FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D ROAD — STA.30+00 TO STA.45+00

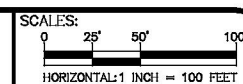


NORTHWEST CORNER OF
30 ROAD AND D ROAD



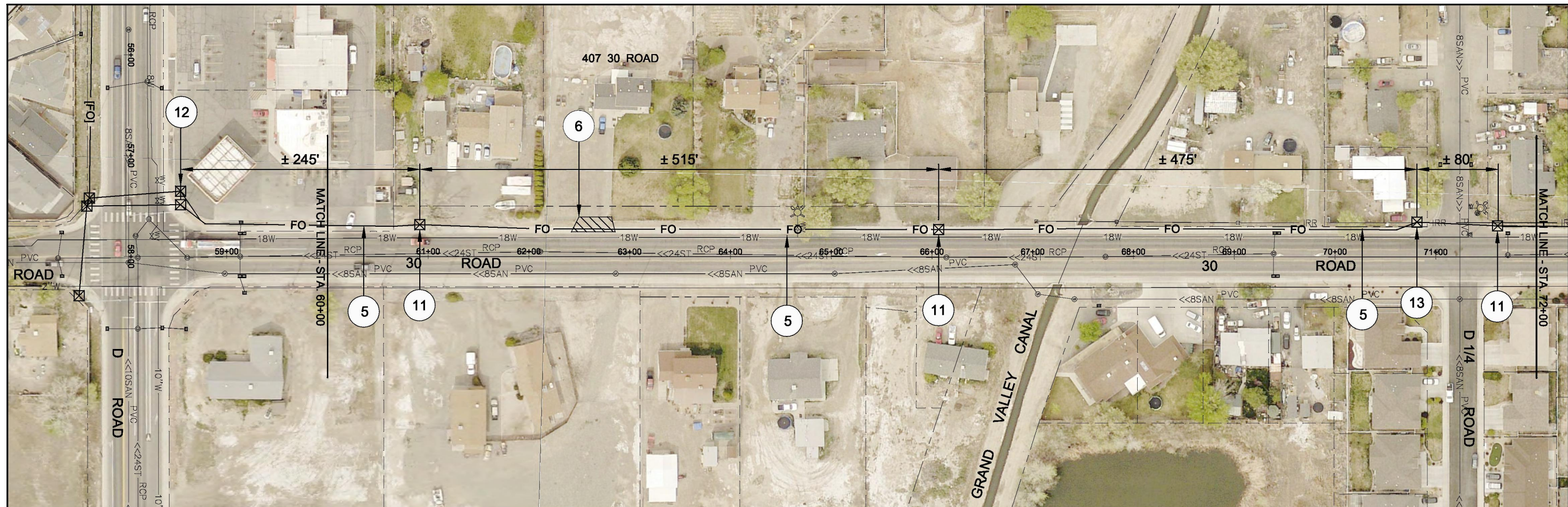
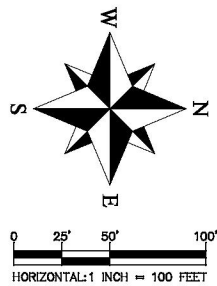
SOUTHWEST CORNER OF
30 ROAD AND D ROAD

REVISION	DESCRIPTION	DATE	DRAWN BY:	DATE:
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REV 2			LF	11/2021
REV 3			KA	11/2021
REV 4			KA	11/2021

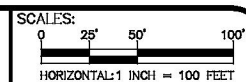


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D ROAD - STA. 45+00 TO STA. 60+00

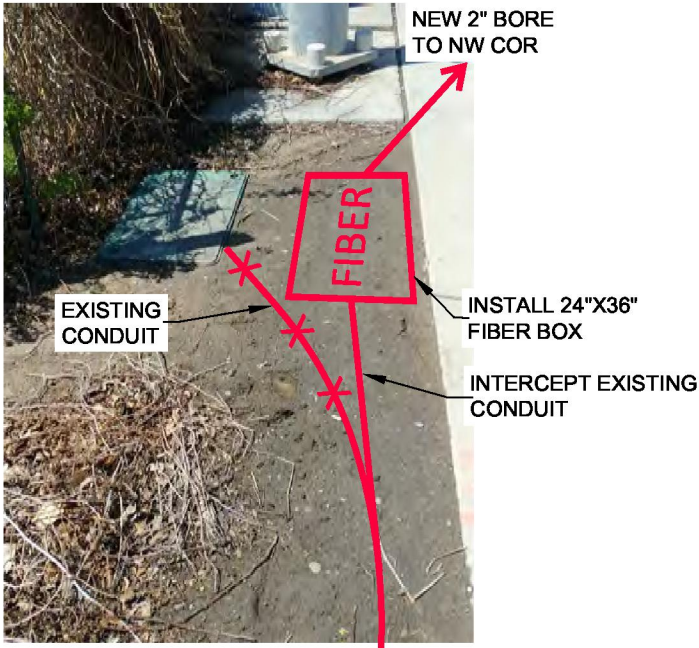
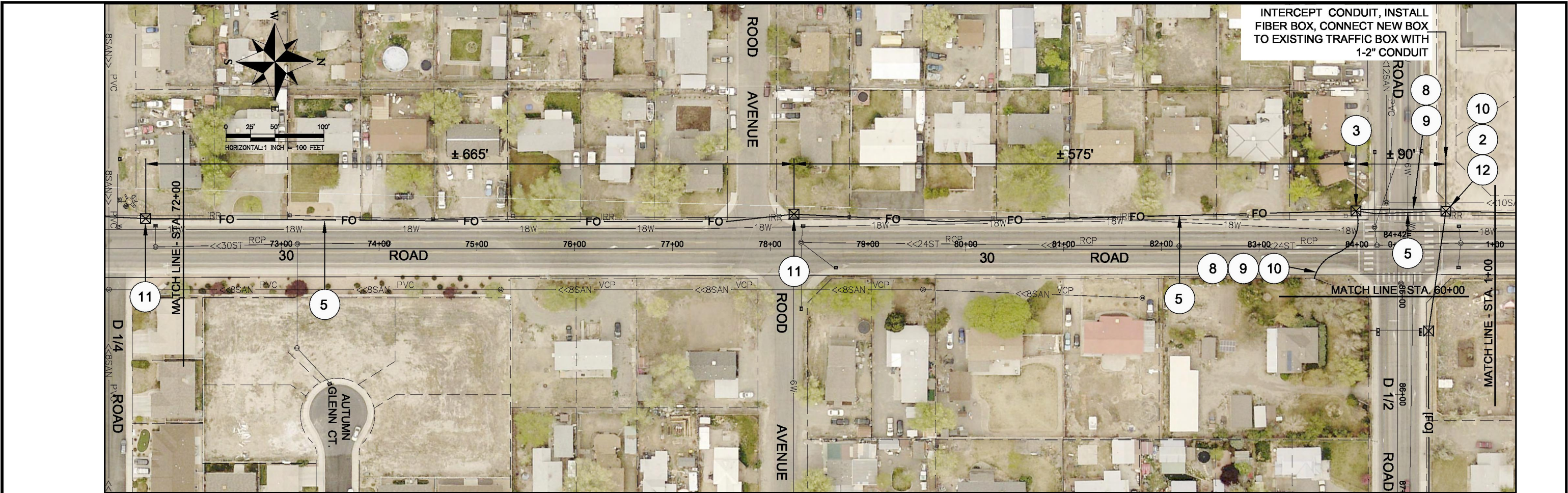


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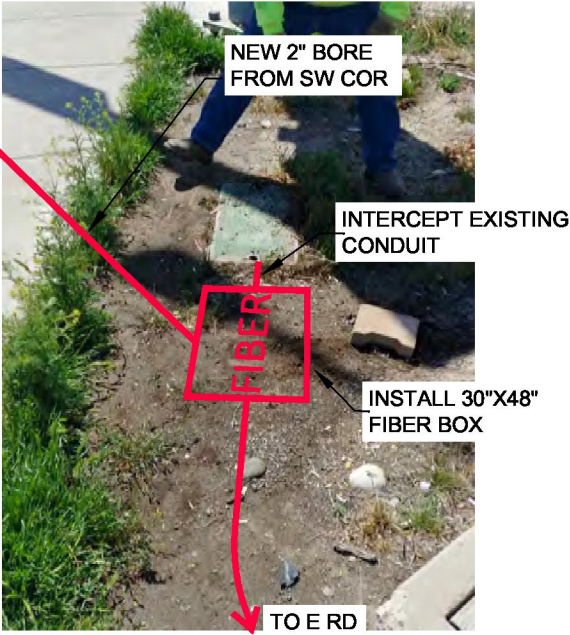


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
30 ROAD - STA. 60+00 TO STA. 72+00

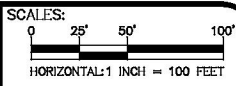


SOUTHWEST CORNER OF
30 ROAD AND D 1/2 ROAD



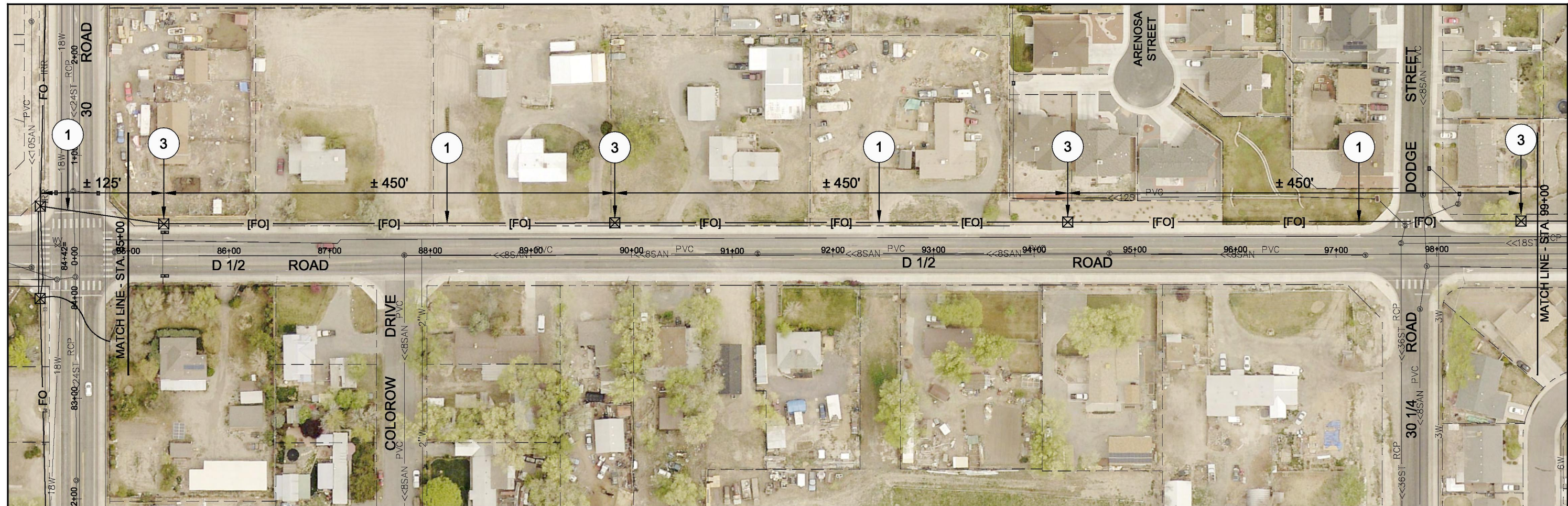
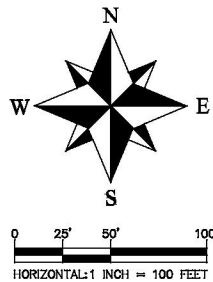
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REV 2			LF	11/2021
REV 3			KA	11/2021
REV 4			KA	11/2021

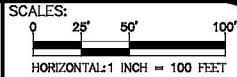


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
30 ROAD - STA. 72+00 TO STA. 84+41.5

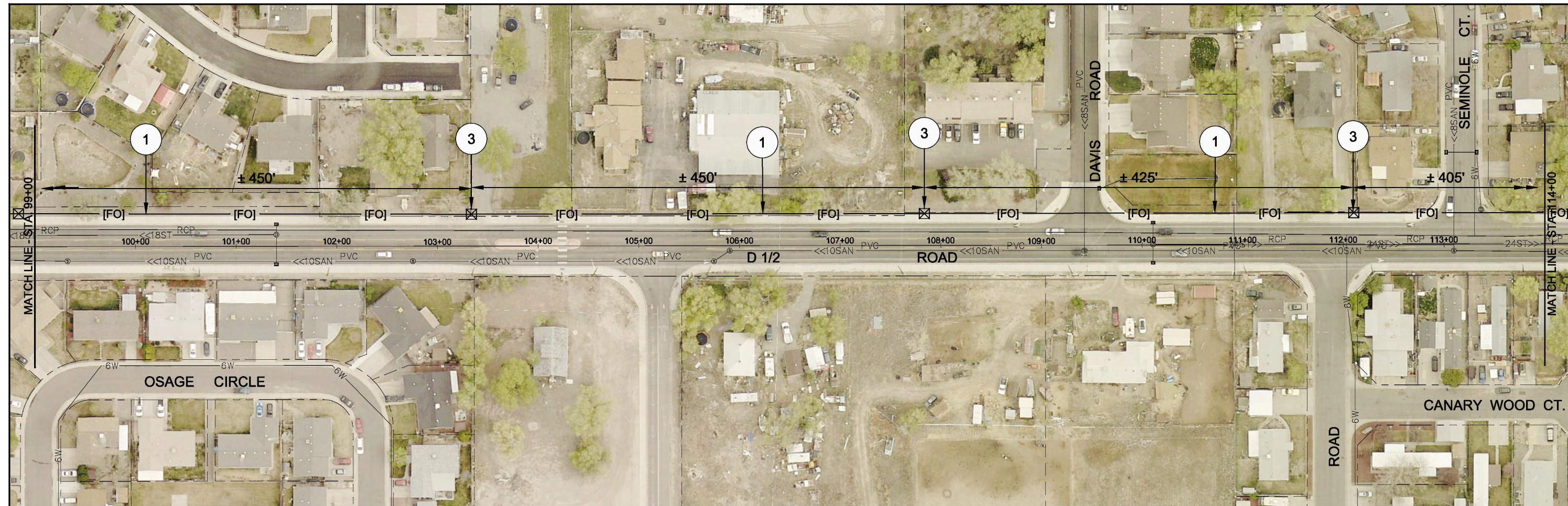
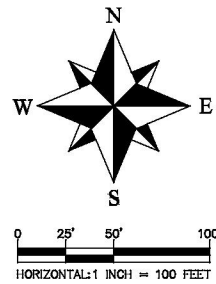


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REVISION 2	REV 2	DATE	CHECKED BY:	KA	DATE:	11/2021
REVISION 3	REV 3	DATE	APPROVED BY:	KA	DATE:	11/2021
REVISION 4	REV 4	DATE				

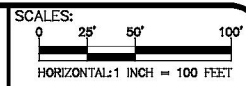


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D.5 ROAD - STA.84+41.5 TO STA.99+00



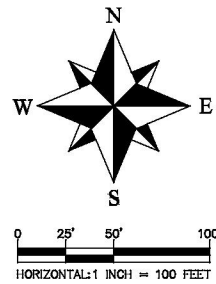
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REVISION 2	REV 2	DATE	CHECKED BY:	KA	DATE:	11/2021
REVISION 3	REV 3	DATE	APPROVED BY:	KA	DATE:	11/2021
REVISION 4	REV 4	DATE				



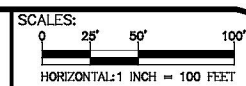
PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD — FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D.5 ROAD — STA.99+00 TO STA.114+00

n:\landproj\pear park fire station\Design\Fiber Optic Improvement Plans.dwg -- PLOTTED 2022-05-17

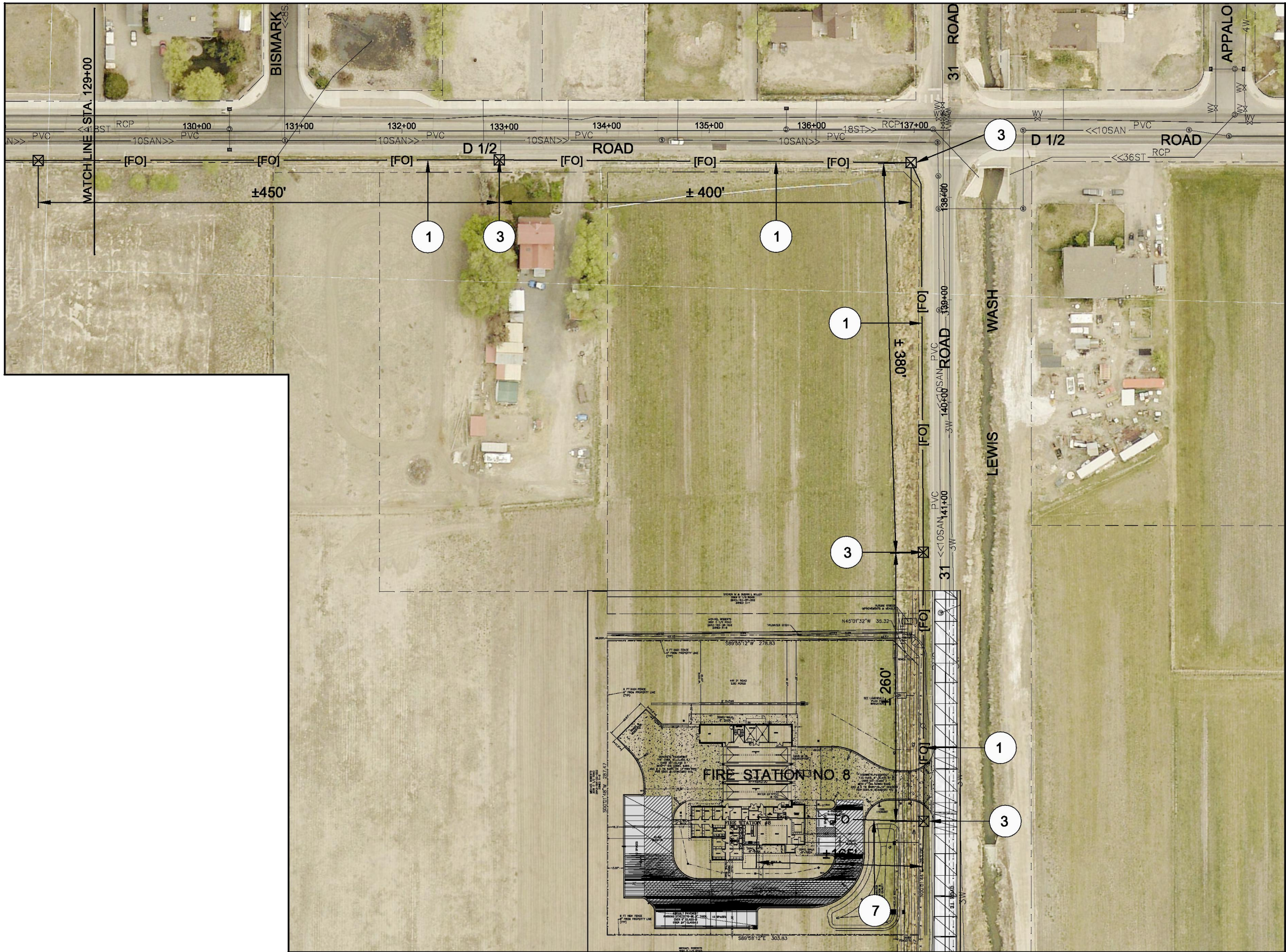
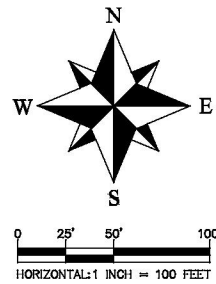


REVISION	DESCRIPTION	DATE	DRAWN BY:	NCW	DATE:	11/2021
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REVISION 2	REV 2	DATE	CHECKED BY:	KA	DATE:	11/2021
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REVISION 4	REV 4	DATE				

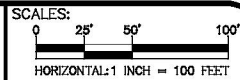


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D.5 ROAD - STA.114+00 TO STA.129+00

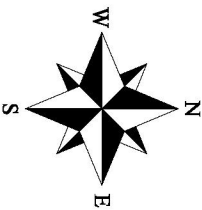


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REVISION 2	REV 2	DATE	CHECKED BY:	KA	DATE:	11/2021
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REVISION 4	REV 4	DATE				

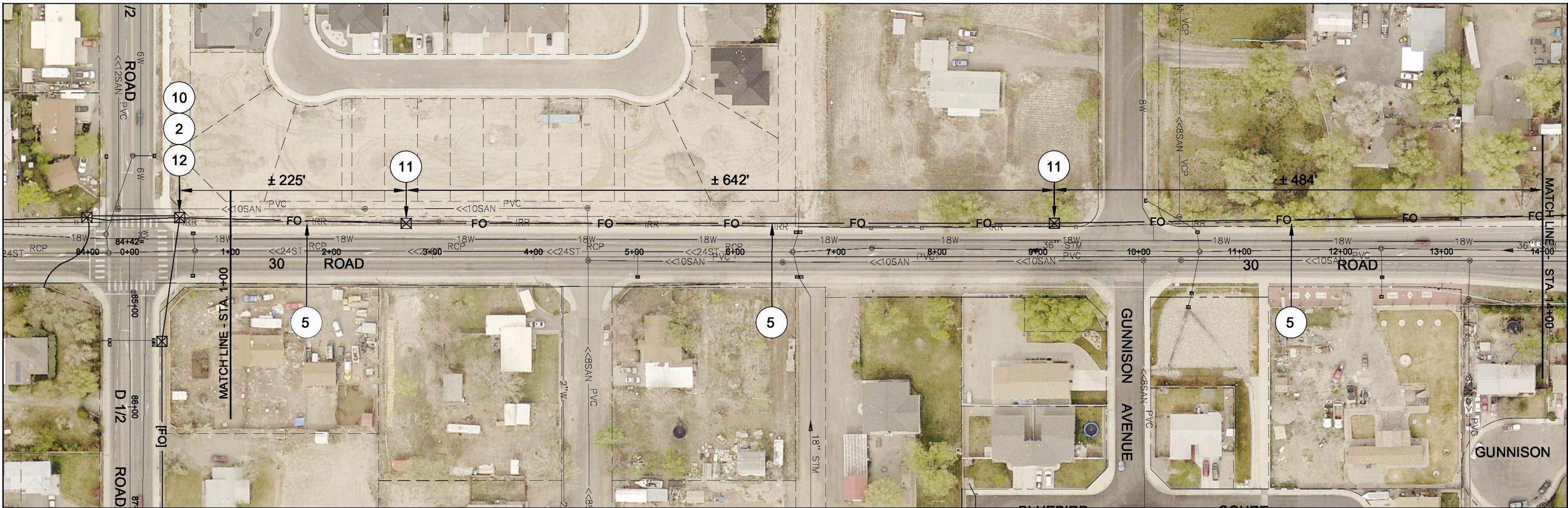


PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
D.5 ROAD & 31 ROAD - STA.129+00 TO STA.145+00



HORIZONTAL: 1 INCH = 100 FEET

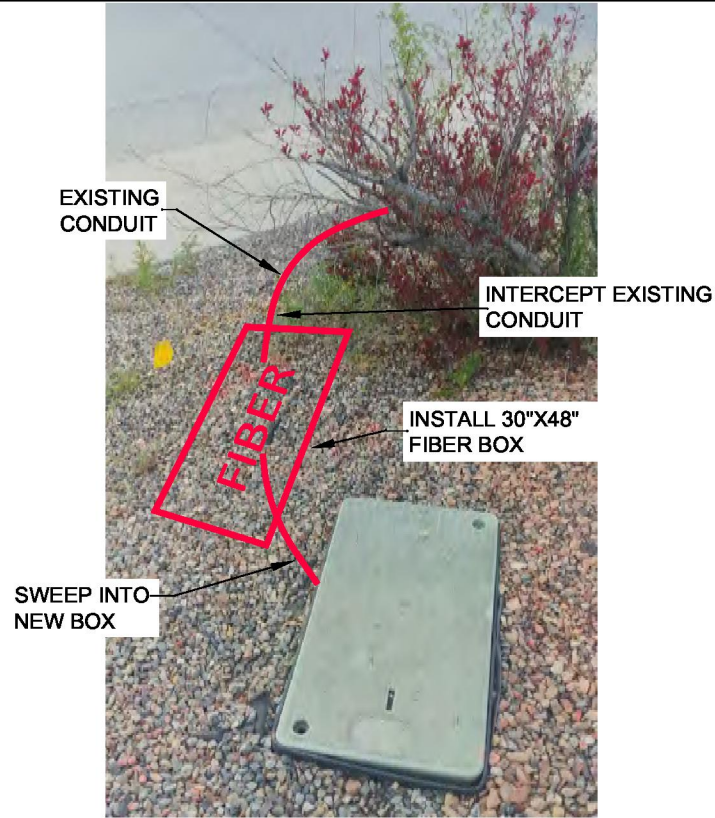
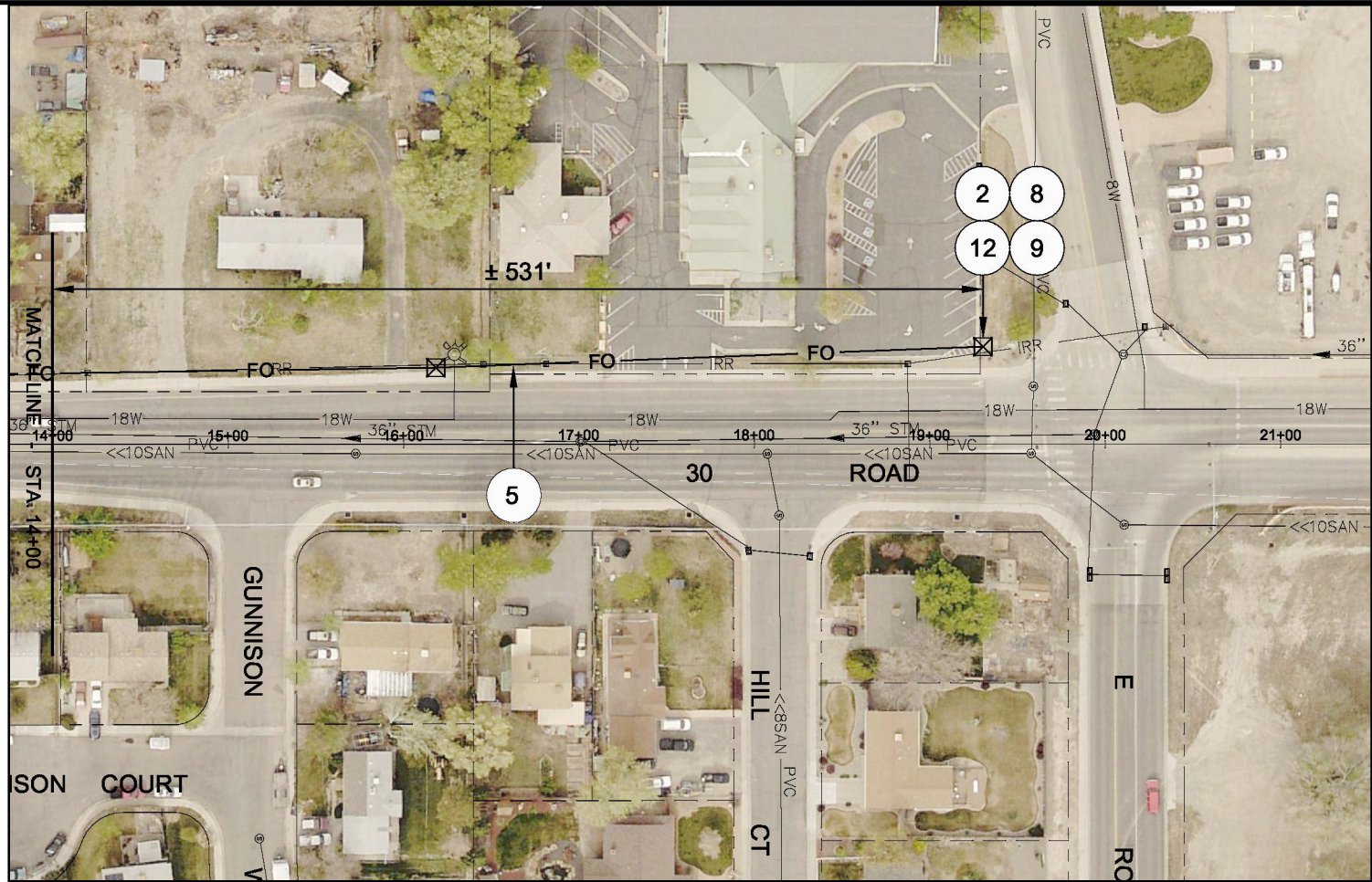


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REVISION	Δ REV 3	DATE	APPROVED BY:	KA	DATE:	11/2021
REVISION	Δ REV 4	DATE				



PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

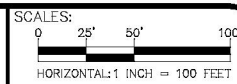
GJFD - FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
30 RD N - D.5 RD TO STA 14+00



SOUTHWEST CORNER OF
30 ROAD AND E ROAD

REVISION	DESCRIPTION	DATE
REVISION 1		
REVISION 2		
REVISION 3		
REVISION 4		

DRAWN BY:	NCW	DATE:	11/2021
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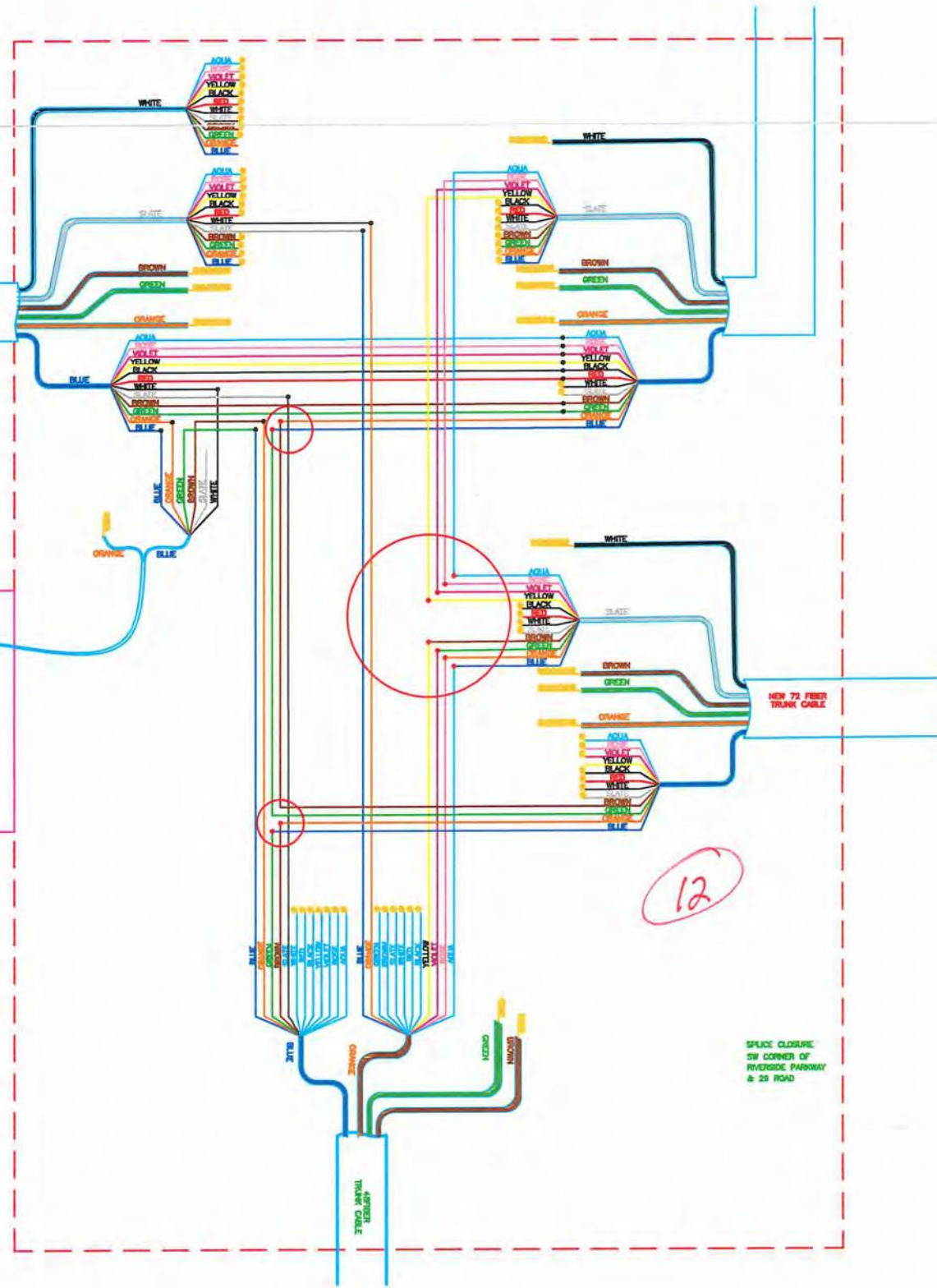
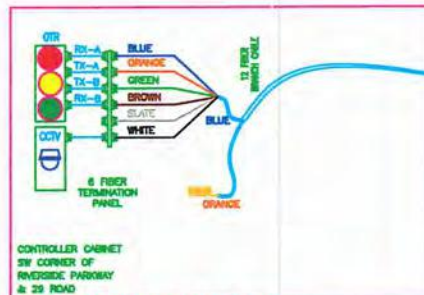


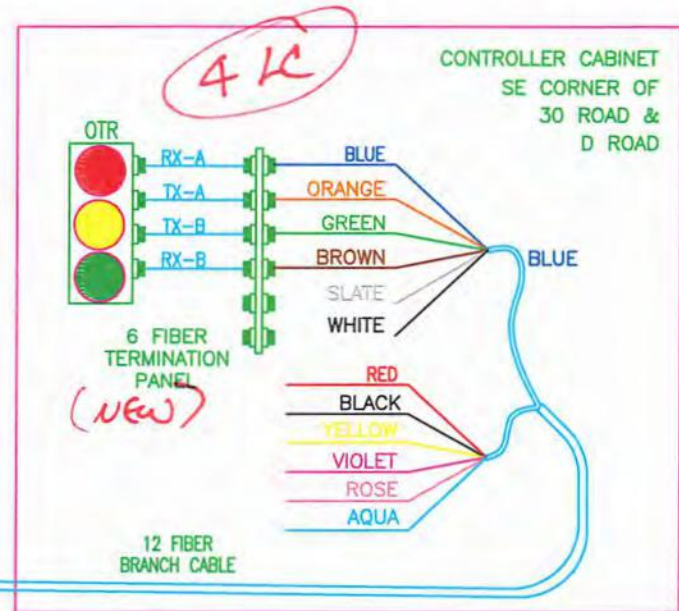
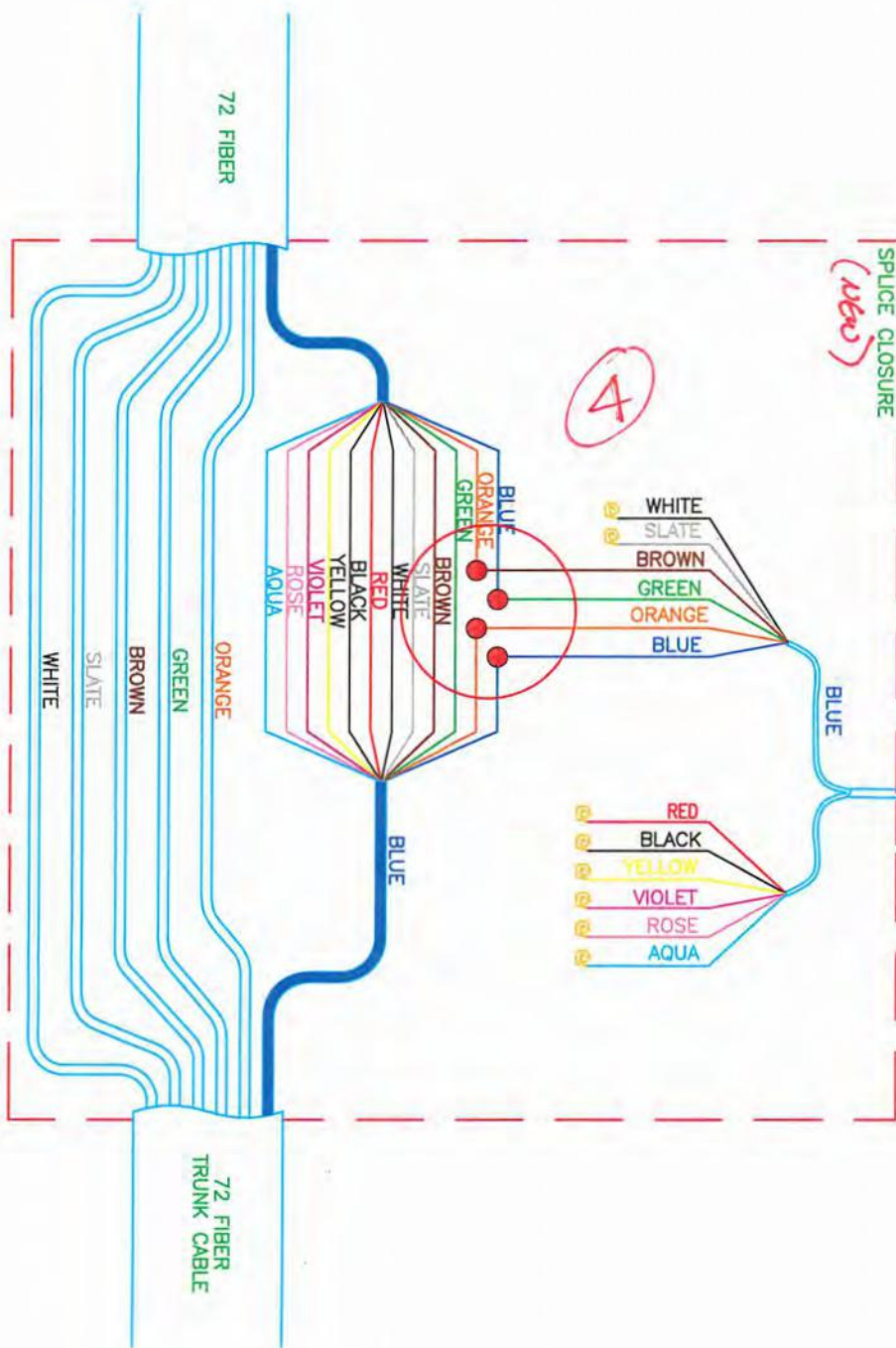
PUBLIC WORKS
ENGINEERING DIVISION
PROJECT NO. E201302

GJFD — FIRE STATION NO. 8
FIBER OPTIC IMPROVEMENTS
30 RD N — STA 14+00 TO E RD

29 ROAD & RIVERSIDE PARKWAY

FIBER DISTANCE FROM TOC
29707 FT





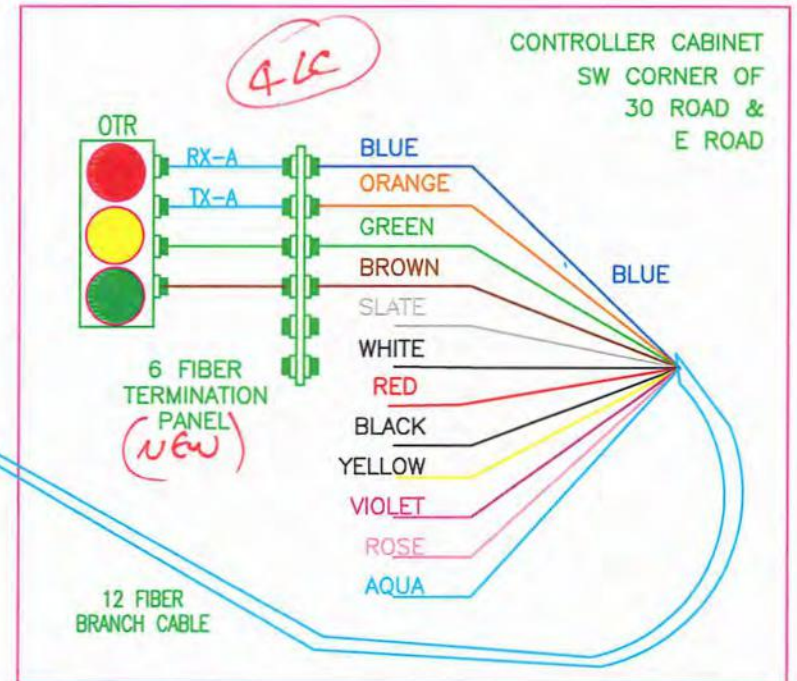
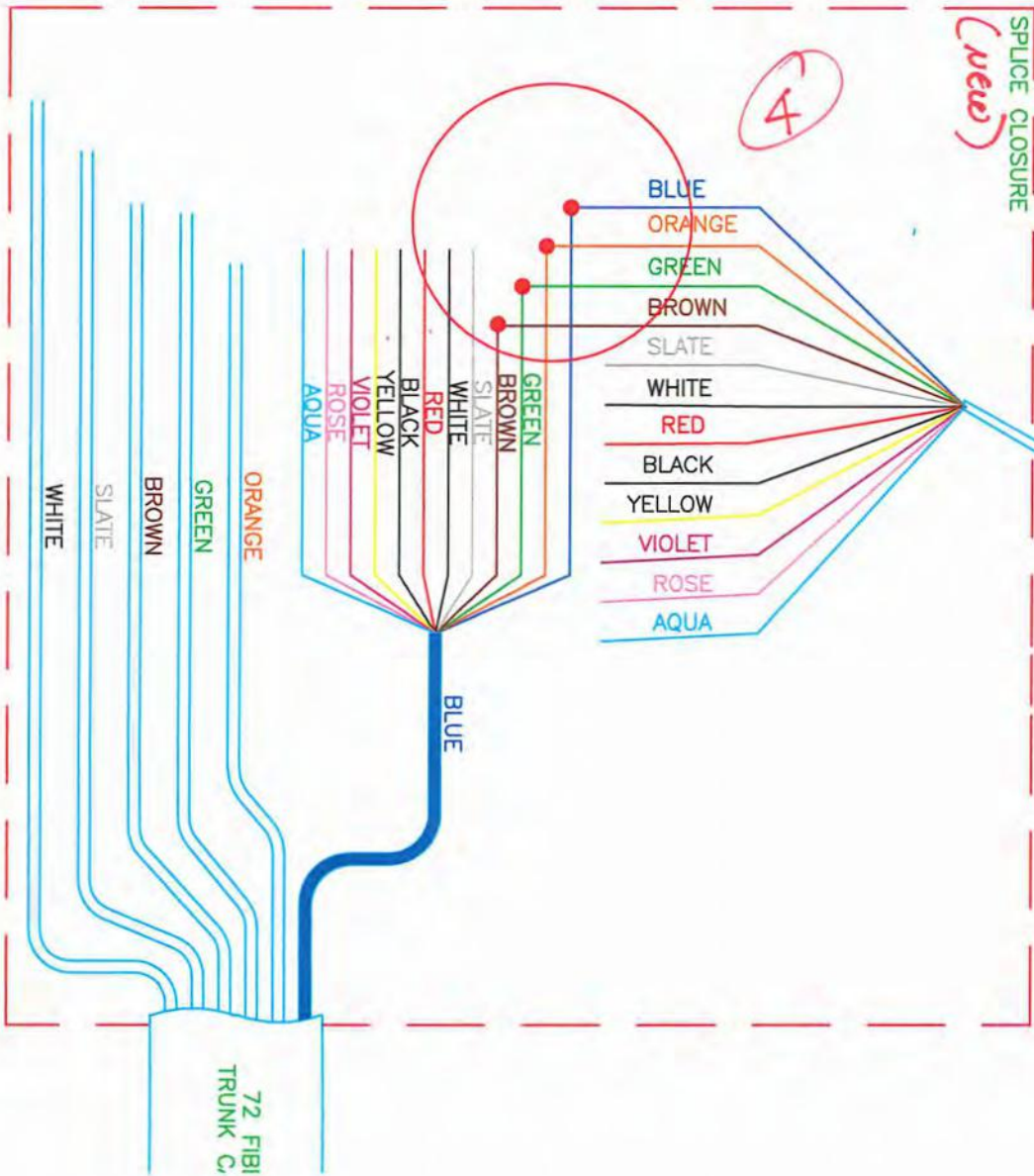
CONTROLLER CABINET
SW CORNER OF
30 RD & D $\frac{1}{2}$ RD



72 FIBER TRUNK CABLE
30 RD north

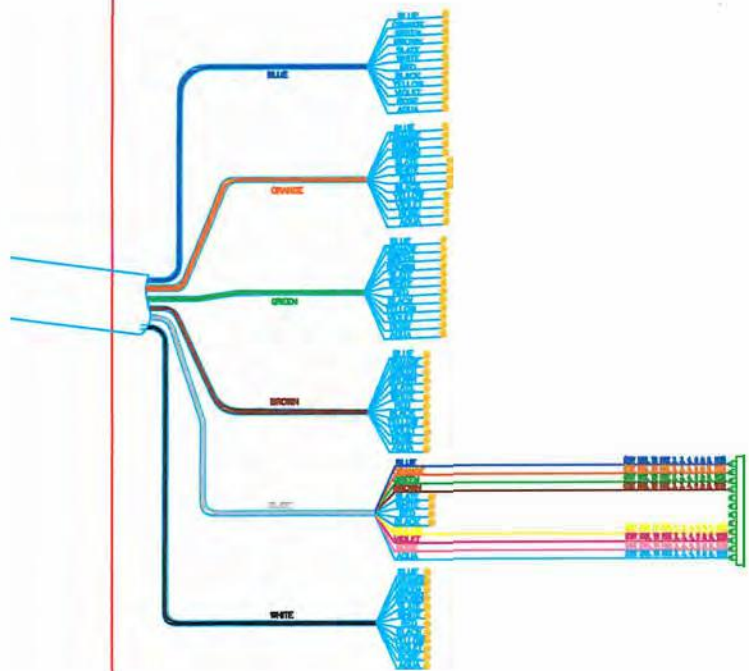
^{new}
SPLICE CASE ~~SW~~ CORNER
OF 30 RD & D $\frac{1}{2}$ RD
(new)

72 FIBER TRUNK CABLE
D $\frac{1}{2}$ RD EAST



FIRE STATION 8

44131 ROAD ROAD



812

Bid Schedule: E2013 - GJFD Fire Station #8 Fiber Cabling Installation

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	613	2" Electrical Conduit (Schedule 80) (Includes repair of existing conduit on west side of 30 Road at 407 30 Road)	11,700.	LF	\$ _____	\$ _____
2	613	Fiber Box (24x36x24) GJ COMM (Install Only)	34.	EA	\$ _____	\$ _____
3	613	Fiber Box (30x48x24) GJ COMM (Install Only)	4.	EA	\$ _____	\$ _____
4	614	Fiber Box Ground Rods	38.	EA	\$ _____	\$ _____
5	614	Fiber Optic Cable, Single Mode, 72 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	17,600.	LF	\$ _____	\$ _____
6	614	Fiber Optic Cable, Single Mode, 12 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	350.	LF	\$ _____	\$ _____
7	614	6 Port Patch Panel (in traffic signal cabinets)	3.	EA	\$ _____	\$ _____
8	614	Patch Panel Termination (LC Connectors)	20.	EA	\$ _____	\$ _____
9	614	Splice Case	3.	EA	\$ _____	\$ _____
10	614	Fusion Splice (All inclusive)	32.	EA	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 20,000.00

Bid Amount: \$ _____

Bid Amount:

dollars



ADDENDUM NO. 1

DATE: June 16, 2022
FROM: City of Grand Junction
TO: All Interested Parties
RE: Fire Station #8 Fiber Optic Cabling

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 new calendar of events:

- Notice of Award and Contract Execution - July 7 (same as before)
- Bonding and Insurance Cert Due - *This may slide if more time is needed, maybe a week?*
- Preconstruction Meeting - July 21, 2022
- Work begins no later than September 26, 2022
- Final Completion - December 1, 2022
- City Holidays - Veterans' Day, Thanksgiving, Day after Thanksgiving

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



ADDENDUM NO. 2

DATE: June 20, 2022
FROM: City of Grand Junction
TO: All Interested Parties
RE: Fire Station #8 Fiber Optic Cabling

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 new calendar of events:

Is the existing conduit on 30 Rd empty.

A: Yes.

What are the SUE requirements for the city.

A: *The selected contractor shall locate and pothole all proposed utility crossings in advance of conduit installation in accordance with State of Colorado laws.*

Do we have to do a plan and profile for the new conduit run.

A: No.

When we pot hole in the sidewalk do we have to do a full panel replacement.

A: Yes.

Do we need to flow fill pot holes.

A: *Potholes made in asphalt (or concrete) pavement shall be filled in with flow-fill and patched with 4 inches of asphalt (or concrete to match existing thickness). Potholes outside of pavement may be filled in with pea gravel and finished to match existing landscaping.*

There were also two questions from the pre-bid meeting I wrote down:

Q: Will the City accept the substitution of non-Corning brand fiber cabling with Corning brand glass wires?

A: *The City will consider alternatives to the fiber cabling specified in section 3.4 of the Solicitation. Please submit proposed alternative materials for pre-approval prior to bidding if you are basing your bid on the alternative.*

Q: Will the City require 'standing' testing of the fiber cabling after installation?

A: The Contractor shall perform quality control testing of the fiber optic sub-system per section 3.4.c. A test plan shall be submitted by the selected Contractor to the Engineer for review prior to the test.

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



ADDENDUM NO. 3

DATE: June 21, 2022
FROM: City of Grand Junction
TO: All Interested Parties
RE: Fire Station #8 Fiber Optic Cabling

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:

Q: What is the minimum offset that we need to be away from the sewer to not have to CCTV?

A: *A 5-foot minimum horizontal offset between the located sewer and the new boring is required to not have to CCTV.*

Q: Is CCTV required for main and sewer crossings?

A: *Yes.*

Q: What are the specs you require for the 12 ct single mode fiber?

A: *The specs are the same as the 72 ct single mode fiber (or approved equivalent).*

Q: Can we substitute OFS 72 ct. Fortex Loose Tube Gel-Free fiber (OFS model no. AT3CE12YT-072, Commscope model no D-072-LA-8W-F12NS8107300/DM) for Corning?

A: *Yes on the Fortex AT3CE12YT-072. The Commscope looks like that part number is for a shielded cable. Please provide a cut-sheet showing its **not** an armored cable.*

Q: If you are unable to obtain hand holes would you consider using ones we have in stock? (The specs of the handholes we use are BULKU3048360081001 and BULKU2435240061001.)

A: *No, Those are HDPE boxes, which we don't like to use. The weight rating is a tier 22, which is the same rating as the quazite boxes, but our field experience is they do not hold up and eventually need to be replaced with concrete boxes.*

Q: Would you allow the use of SDR11 HDPE conduit?

A: *No, as there is concern for potential joint failure.*

Q: Would you allow two 1.25" conduits instead of one 2" conduit, as it may be easier to obtain?

A: *Yes, we will allow (2) 1.25" conduits in place of the single 2" conduit.*

Q: Can we add additional line items to the bid, such as traffic control, bonds, and/or project management?

A: *A bid item for Traffic Control has been added to the Bid Schedule. Please be sure to use the latest Bid Schedule (Addendum #3), attached. All other costs shall be included in the existing items in the Bid Schedule.*

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

Bid Schedule: E2013 - GJFD Fire Station #8 Fiber Cabling Installation (Addendum #3)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	613	2" Electrical Conduit (Schedule 80) (Includes repair of existing conduit on west side of 30 Road at 407 30 Road)	11,700.	LF	\$ _____	\$ _____
2	613	Fiber Box (24x36x24) GJ COMM (Install Only)	34.	EA	\$ _____	\$ _____
3	613	Fiber Box (30x48x24) GJ COMM (Install Only)	4.	EA	\$ _____	\$ _____
4	614	Fiber Box Ground Rods	38.	EA	\$ _____	\$ _____
5	614	Fiber Optic Cable, Single Mode, 72 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	17,600.	LF	\$ _____	\$ _____
6	614	Fiber Optic Cable, Single Mode, 12 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	350.	LF	\$ _____	\$ _____
7	614	6 Port Patch Panel (in traffic signal cabinets)	3.	EA	\$ _____	\$ _____
8	614	Patch Panel Termination (LC Connectors)	20.	EA	\$ _____	\$ _____
9	614	Splice Case	3.	EA	\$ _____	\$ _____
10	614	Fusion Splice (All inclusive)	32.	EA	\$ _____	\$ _____
11	630	Traffic Control	Lump Sum		---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 20,000.00

Bid Amount: \$ _____

Bid Amount: _____

dollars



GRAND JUNCTION FIRE STATION

Proposal



LEARN MORE
[deeplydigital.com](https://www.deeplydigital.com)



CALL US
970.249.8488



TABLE OF CONTENTS

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BID SCHEDULE	PAGE 6
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BID BOND	PAGE 11
SHARED CONDUIT PATH DIAGRAM	PAGE 14
MAPS	PAGE 15



COMPANY CONTACTS

Deeply Digital



Doug Seacat

Deeply Digital

Owner

P: 970.497.5802

E: doug@deeplydigital.com

Doug was born and raised on the Western Slope. Since founding Deeply Digital in 2002, it has been Doug's priority to formulate solutions for customers and communities that provide solutions not just technology.



Casey Irving

Deeply Digital

Director of Business Development

P: 970.497.5809

E: casey@deeplydigital.com

Casey has been with Deeply Digital since 2012. Being a Western Slope native, he is dedicated to improving his community and the surrounding areas. In his time with Deeply Digital, he and the team have implemented impactful broadband solutions across Western Colorado.



Jonathon Cook

Deeply Digital

Project Manager + OSP Engineer

P: 970.497.5807

E: jcook@deeplydigital.com

Jonathon came to Deeply Digital from Halliburton, where he directed crews in several states. Jonathon leads our engineering and GIS efforts and constantly strives for top notch outcomes across all our project areas.



DEEPLY DIGITAL

ABOUT

Deeply Digital is a locally owned and operated fiber optic, and low-voltage cabling contractor located in Montrose, CO. Our team consults, constructs, and manages future proof solutions for municipalities and internet service providers tailored to the communities they serve. We believe in providing solutions, not just technology. It can seem like a catchy tagline, but it is there to remind us that our job is not just putting fiber in the ground. Our designs, implementation, and our successes, revolve fully around providing the right solution to our customer.

HISTORY

Founded 2002

For many years, Deeply Digital was focused on residential and business network management and repair. As a I.T. company focused on improving their customers networks, internet reliability and speed was a constant struggle. In 2012, As the need continued to grow and Internet Service Providers failed to respond, Clearnetworkx, a sister company was founded and Deeply Digital began to branch into fiber construction and management. As more communities began to catch wind of the broadband movement in Montrose, the fiber construction division grew. Deeply Digital quickly added professionals from excavation, GIS, engineering, network, and fiber design to offer a full-service package to municipalities and internet service providers.

PROVIDING SOLUTIONS NOT JUST TECHNOLOGY



EXECUTIVE SUMMARY

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal **06.22.22**

OUR PLAN

Deeply Digital has a successful history of partnering with municipalities and we believe our team is well suited for this fiber project. Our team brings years of fiber optics, design, utility construction, and fiber planning to our partners. This expertise mixed with our local presence and partnerships ensures a focus on the project's impact in your community.

Deeply Digital's plan includes utilizing local subcontractors mixed with our own in-house excavation and fiber professionals. Our construction/project management team will help the City maintain a smooth process throughout the entire process. Based on the state of material availability, Deeply Digital techs propose a 72 count OFS Fortrex loose tube, gel-free fiber. All termination/splice work would be fulfilled by in-house techs and documented for project deliverables. As a local company, our team is thorough with restoration work to limit our construction's impact on the community. The necessary sewer CCTV work and asphalt/concrete repair have been evaluated for this project to ensure a simple inspection process.



As an additional benefit, Clearnetworkx is seeking to install its own fiber infrastructure along the route. Clearnetworkx is a fiber internet service provider and sister company to Deeply Digital. Clearnetworkx has provided enterprise and residential fiber to Western Slope communities since 2012 and is engaged in Mesa County to expand fiber availability and affordability. The ability for Clearnetworkx to place its own infrastructure during this construction timeframe brings great cost savings for their own deployment. As a result, Clearnetworkx is offering to subsidize the cost of construction through a discount to Deeply Digital's proposed bid. This **\$33,825** discount can be seen in the following proposal and brings the full bid total to **\$413,727.50**.



BID SCHEDULE

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal 06.22.22



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Bid Schedule: E2013 - GJFD Fire Station #8 Fiber Cabling Installation (Addendum #3)

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	613	2" Electrical Conduit (Schedule 80) (Includes repair of existing conduit on west side of 30 Road at 407 30 Road)	11,700.	LF	\$ <u>21.50</u>	\$ <u>251,550.00</u>
2	613	Fiber Box (24x36x24) GJ COMM (Install Only)	34.	EA	\$ <u>425.00</u>	\$ <u>14,450.00</u>
3	613	Fiber Box (30x48x24) GJ COMM (Install Only)	4.	EA	\$ <u>525.00</u>	\$ <u>2,100.00</u>
4	614	Fiber Box Ground Rods	38.	EA	\$ <u>125.00</u>	\$ <u>4,750.00</u>
5	614	Fiber Optic Cable, Single Mode, 72 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	17,600.	LF	\$ <u>2.50</u>	\$ <u>44,000.00</u>
6	614	Fiber Optic Cable, Single Mode, 12 Strands, (All inclusive to include tracer wire, installation, traffic control, acceptance testing)	350.	LF	\$ <u>1.25</u>	\$ <u>437.50</u>
7	614	6 Port Patch Panel (in traffic signal cabinets)	3.	EA	\$ <u>100</u>	\$ <u>300.00</u>
8	614	Patch Panel Termination (LC Connectors)	20.	EA	\$ <u>200</u>	\$ <u>4,000.00</u>
9	614	Splice Case	3.	EA	\$ <u>500</u>	\$ <u>1,500.00</u>
10	614	Fusion Splice (All inclusive)	32.	EA	\$ <u>20</u>	\$ <u>640.00</u>
11	630	Traffic Control	Lump Sum		---	\$ <u>70,000.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>20,000.00</u>

Bid Amount: \$ 413,727.50

Bid Amount:

Four Hundred Thirteen Thousand Seven Hundred Twenty Seven Dollars and Fifty Cents

dollars

BID FORM

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal 06.22.22



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4. Contractor's Bid Form

Bid Date: June 22, 2022

Project: **IFB-5084-22-SDH** Fiber Cabling Installation for New Fire Station #8

Bidding Company: Deeply Digital LLC

Name of Authorized Agent: Doug Seacat

Email Doug@deeplydigital.com

Telephone 970-249-8848

Address 301 N Cascade Ave

City Montrose

State CO

Zip 81401

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice

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

State number of Addenda received: 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: Deeply Digital LLC

Authorized Signature: 

Title: Owner

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

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>Mark Construction Inc., 2986 Gunnison Ave, Grand Junction, CO 81504</u>	<u>Conduit and HH Installation</u>	<u>50%</u>
<u>Empire Locating Services LLC, 2911 Formay Ave, Grand Junction, CO 81504</u>	<u>Sewer CCTV</u>	<u>2.5%</u>
<u>Traffic Control Specialists LLC, 3266 F Road, Clifton, CO 81520</u>	<u>Traffic Control</u>	<u>10%</u>
<u> </u>	<u> </u>	<u> </u>

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

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

BID BOND

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal **06.22.22**



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GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Deeply Digital, LLC

301 North Cascade Street, Montrose, CO 81401

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Grand Junction

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Bid Amount, Dollars (\$ 5% Amount Bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Project: Grand Junction Fire Station #8

Bid Date: June 22, 2022

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


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

Signed and sealed this 21st day of June, 2022.


Witness Jonathon Cook

Deeply Digital, LLC

Title Douglas Seacat, Managing Member (Seal)

Granite Re. Inc.

Attorney in Fact Jennifer Naber (Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

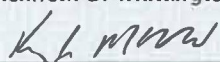
SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)




Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620





Notary Public

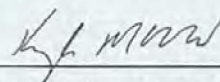
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
21st day of June, 2022.

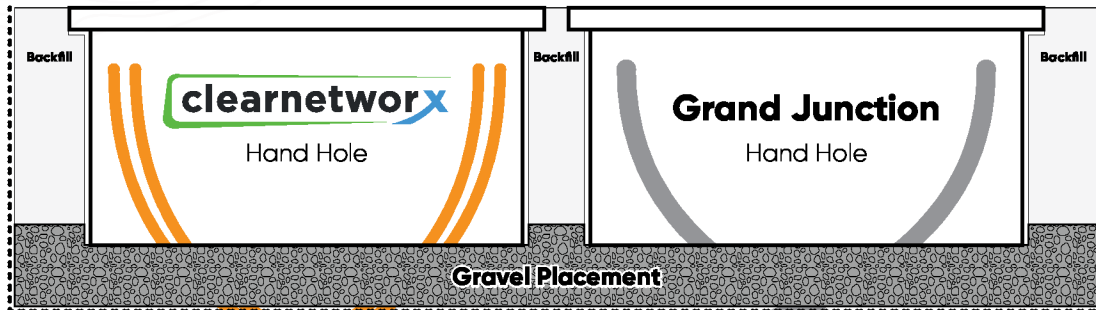




Kyle P. McDonald, Assistant Secretary

CLEARNETWORKX SHARED CONDUIT PATH DIAGRAM

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal 06.22.22



Clearnetworkx
Hand Hole

— 2" x 1.25" Orange Conduit

Grand Junction Communications
Hand Hole

— 2" SCH 80 Electrical Conduit



MAPS

GRAND JUNCTION FIRE STATION – Fiber to the Premise Proposal **06.22.22**

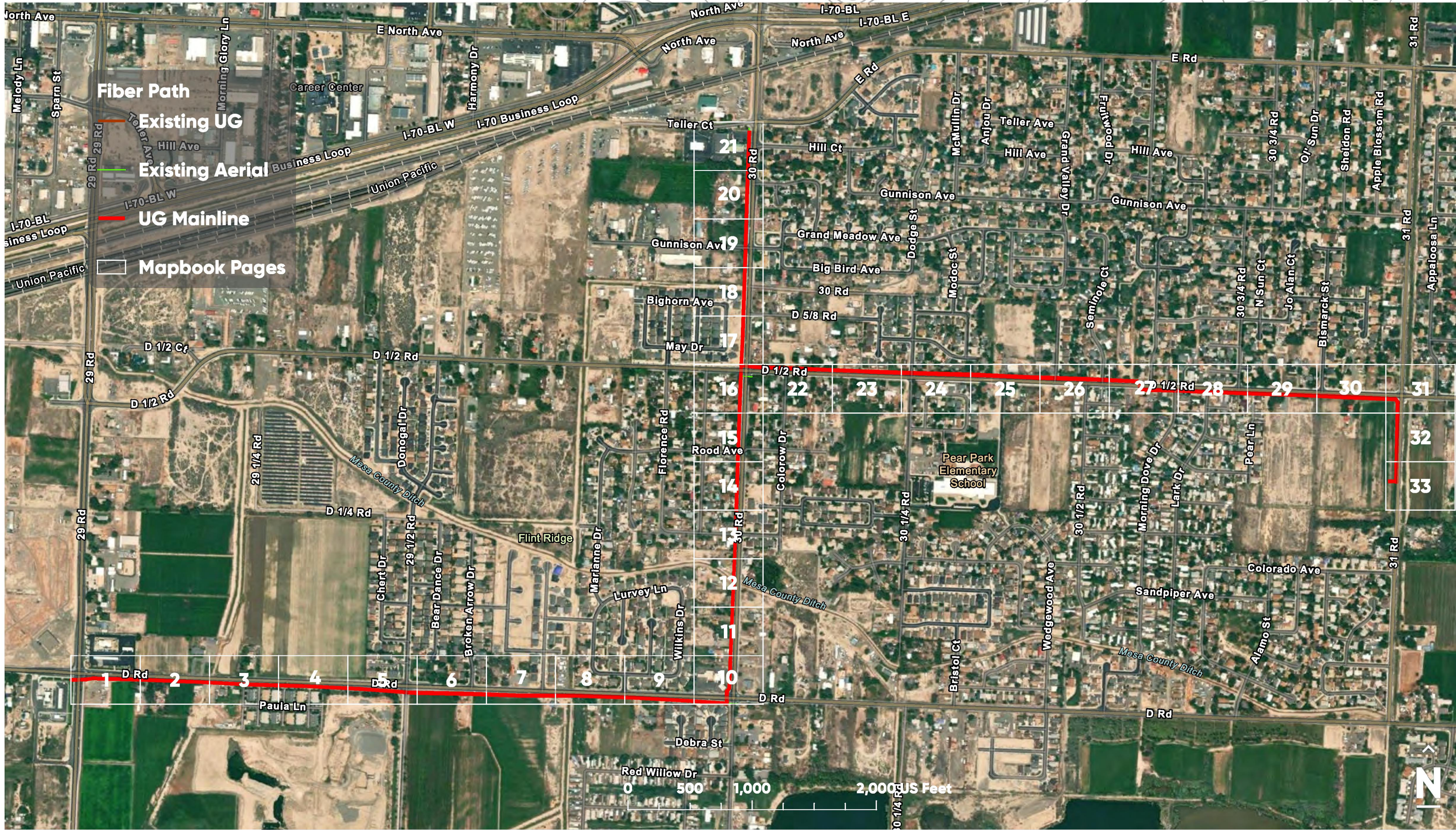


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LEGEND

Fiber Path Type

— Existing UG

— UG Drop

— UG Mainline

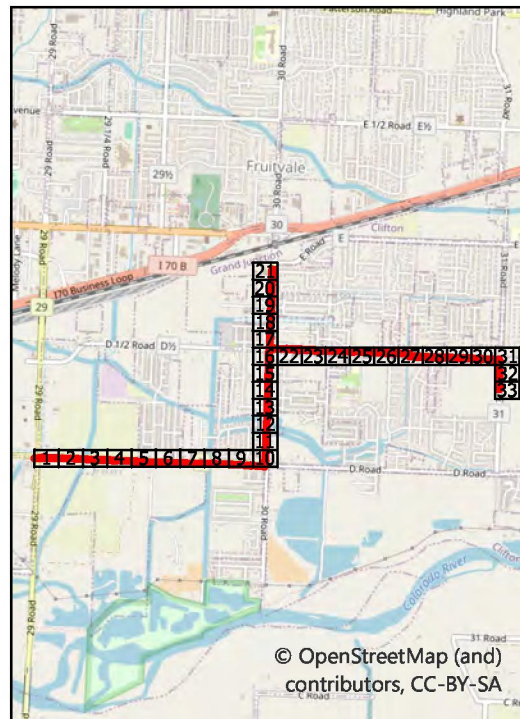
Point Features

 Existing Handhole

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 Termination Type

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LEGEND

Fiber Path

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— UG Mainline

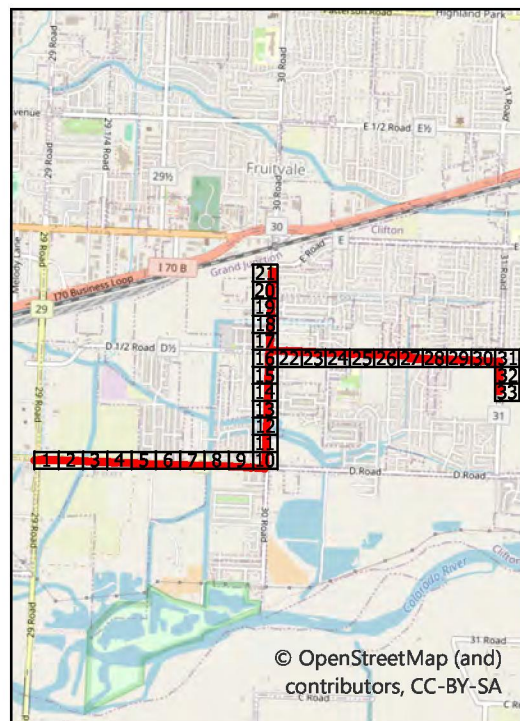
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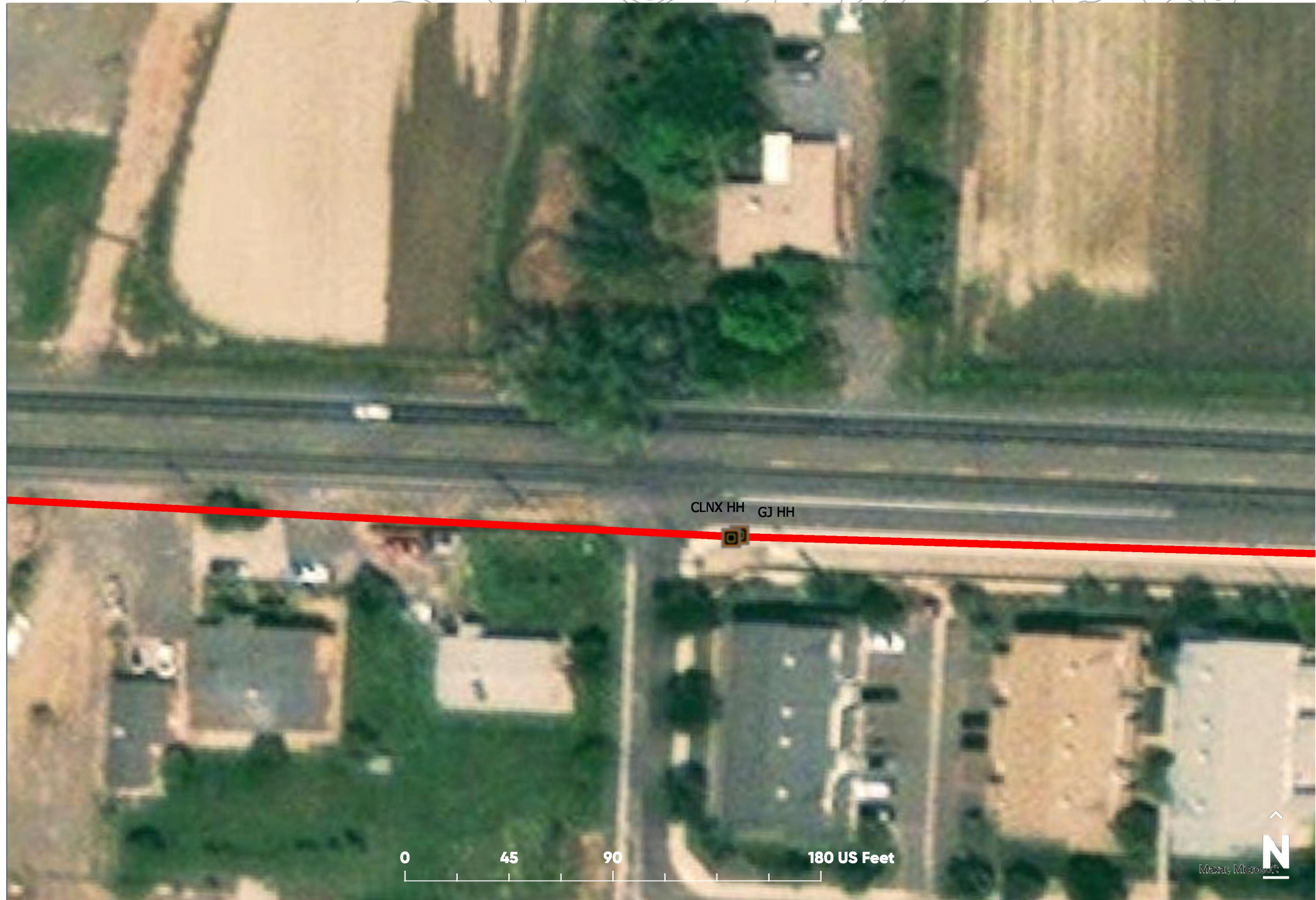
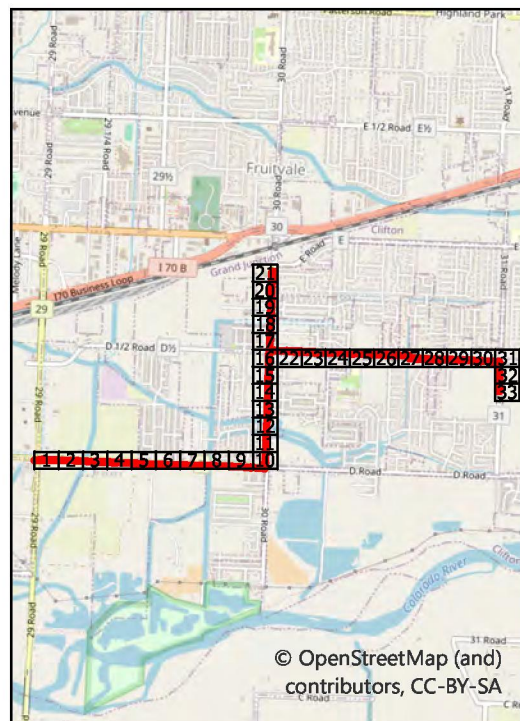
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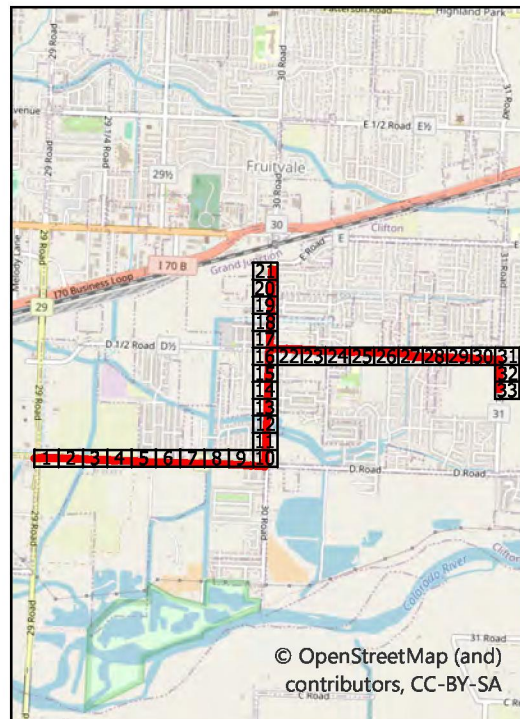
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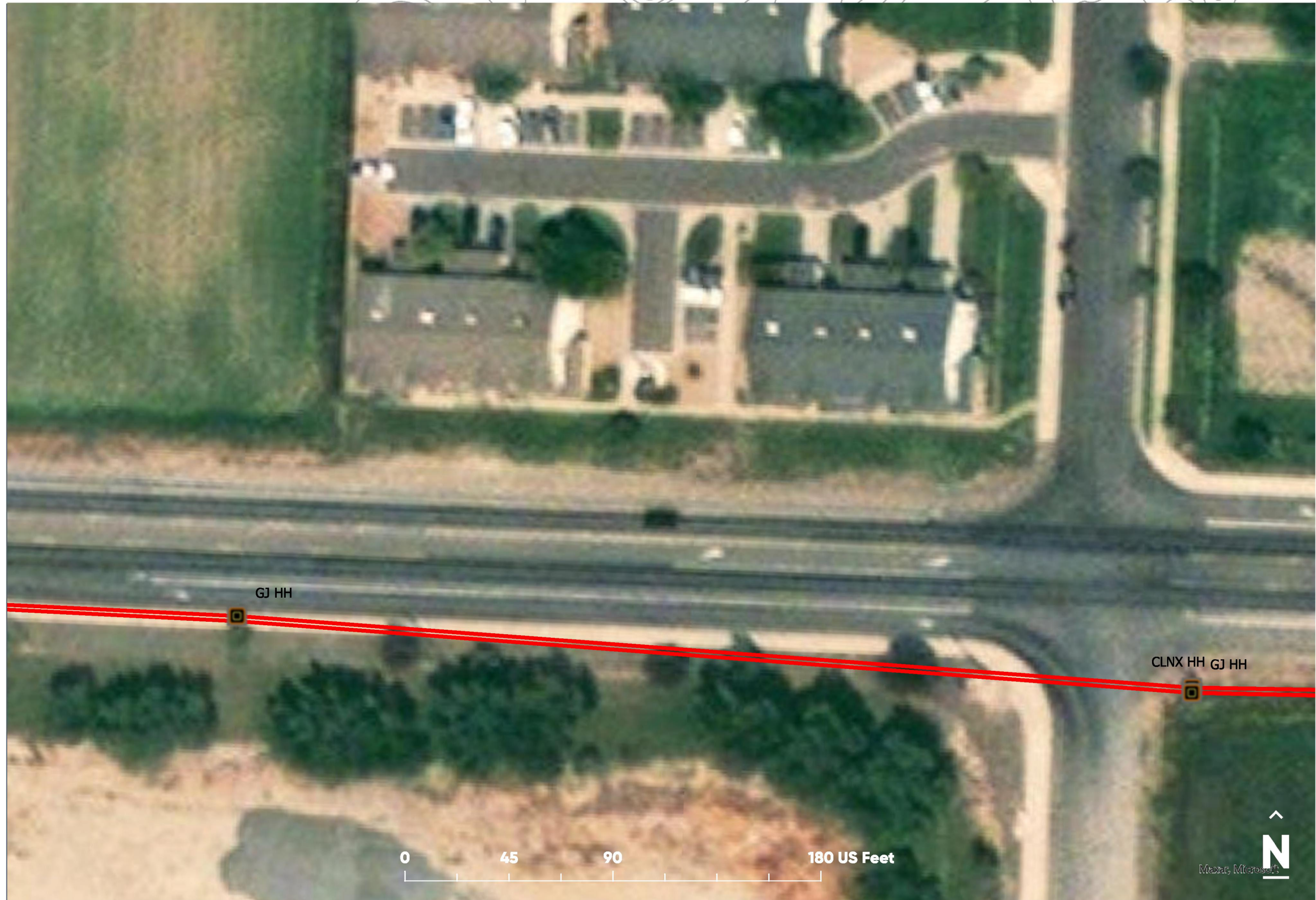
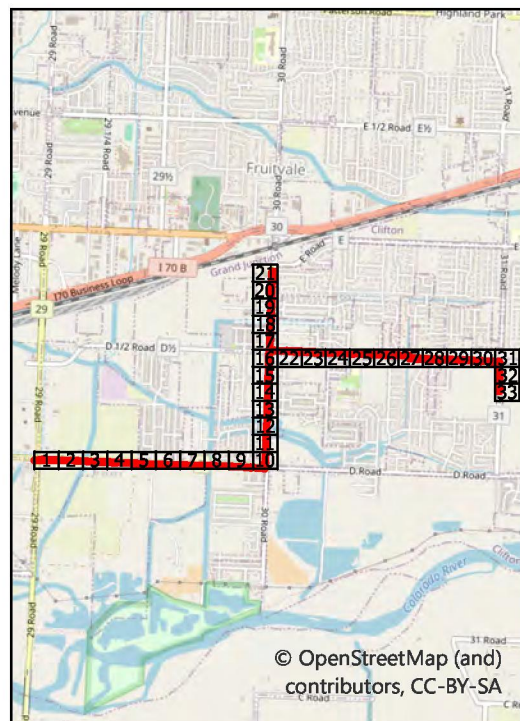
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GJ FO Improvements with CLNX Plan Mapbook

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— **UG Drop**

UG Mainline

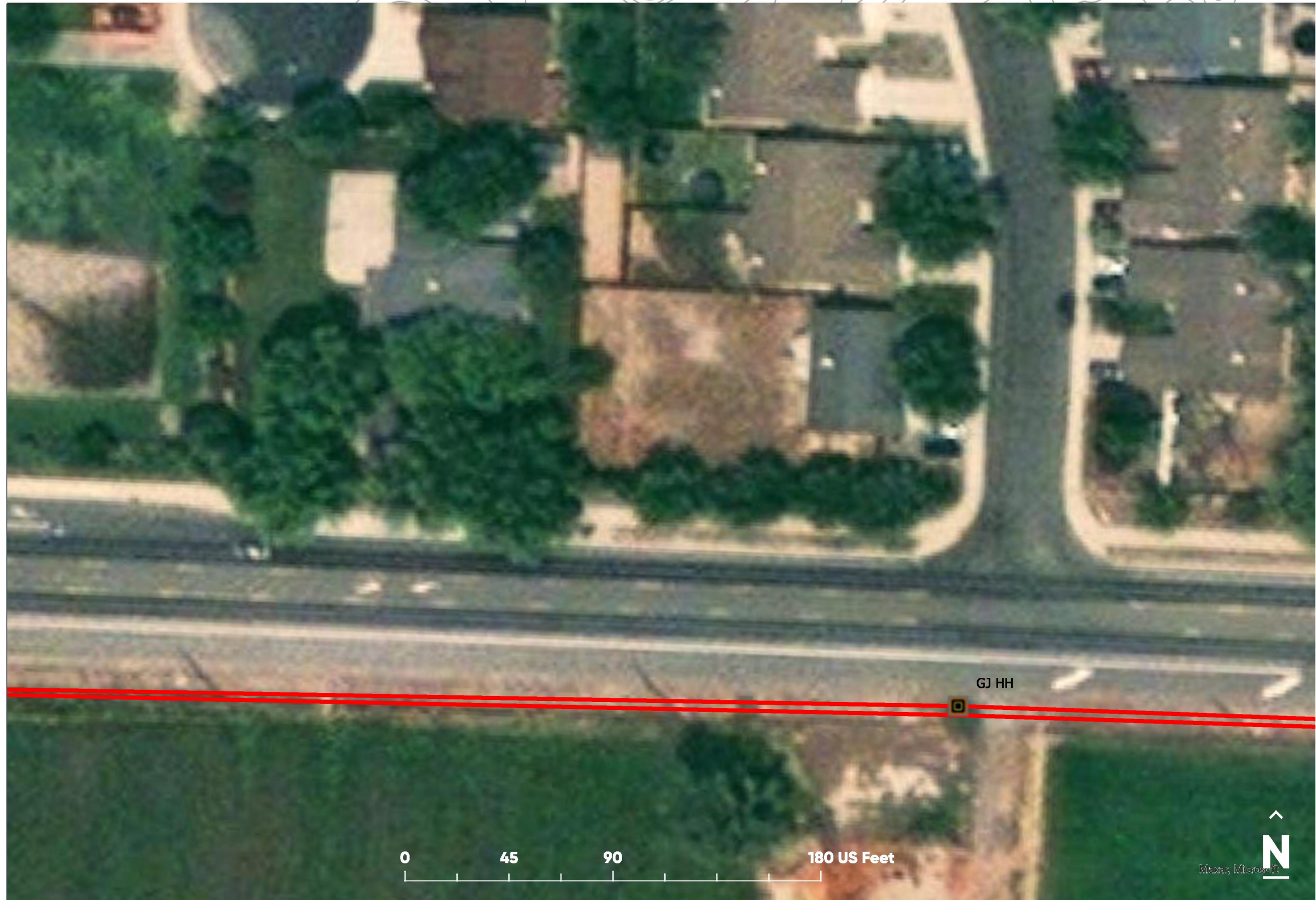
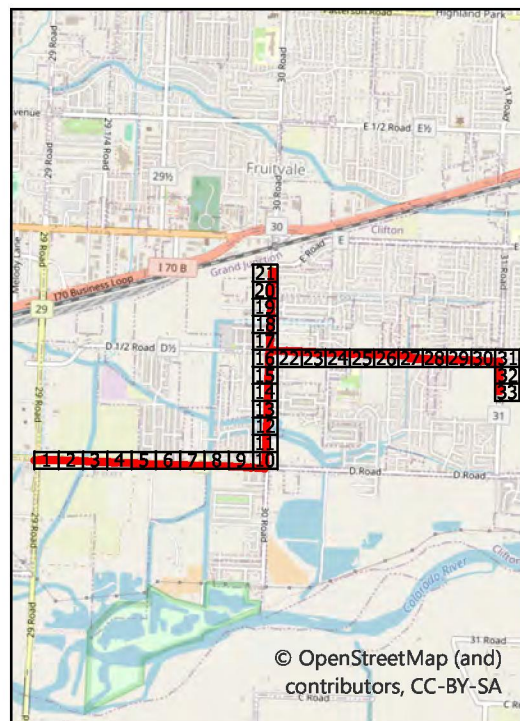
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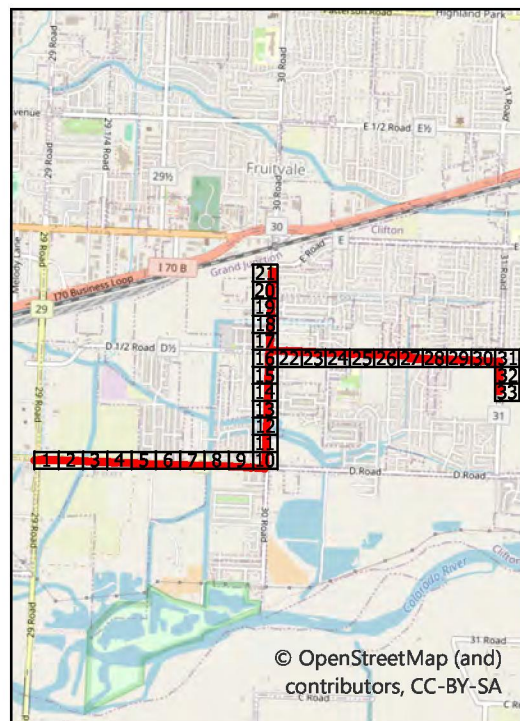
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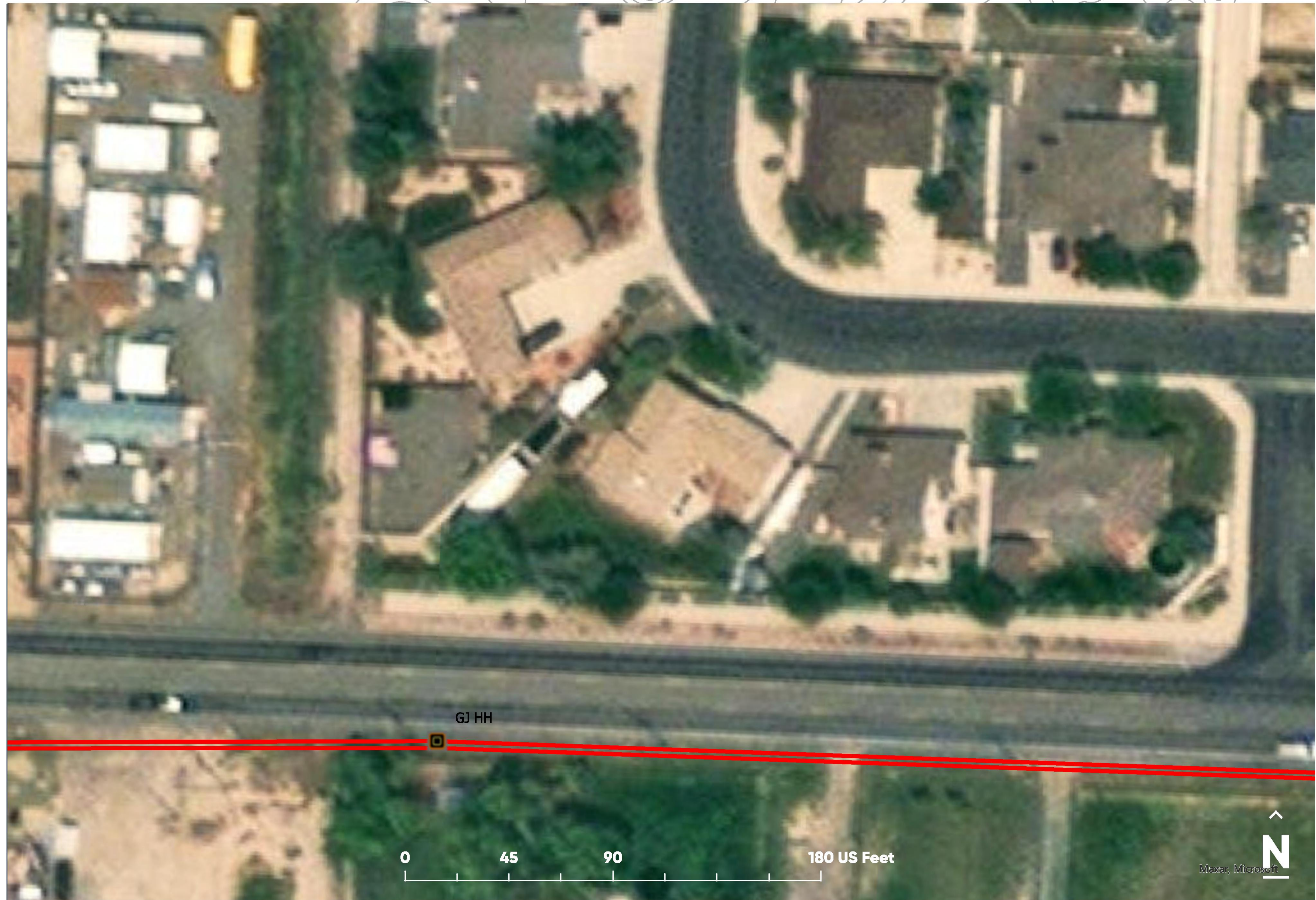
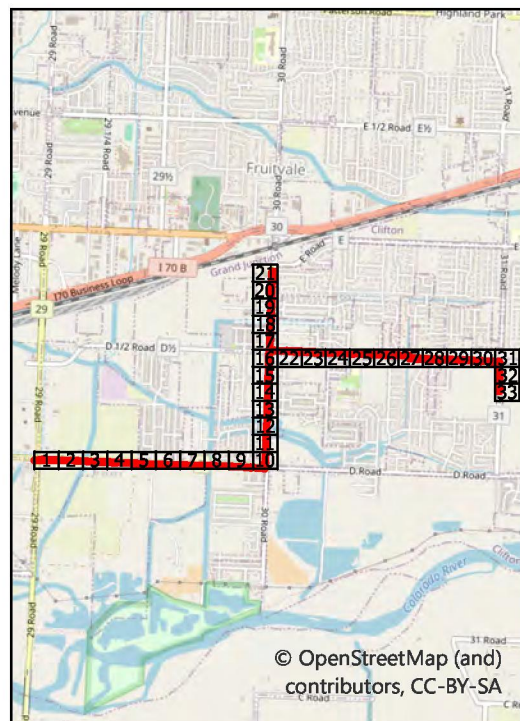
Point Features

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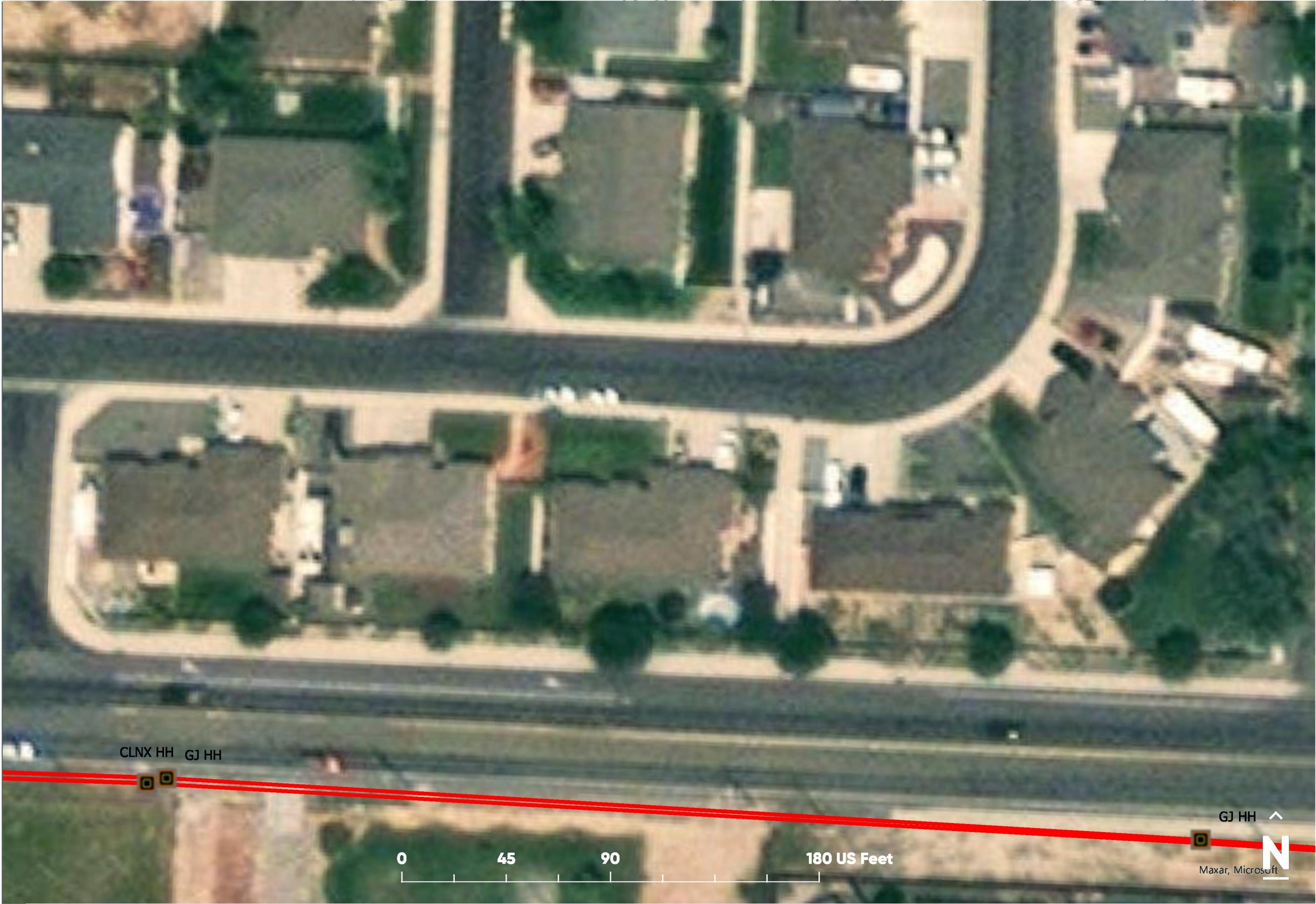
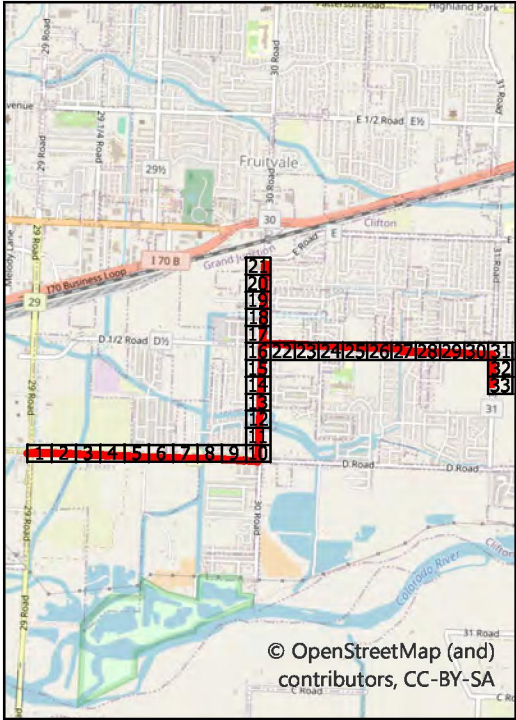
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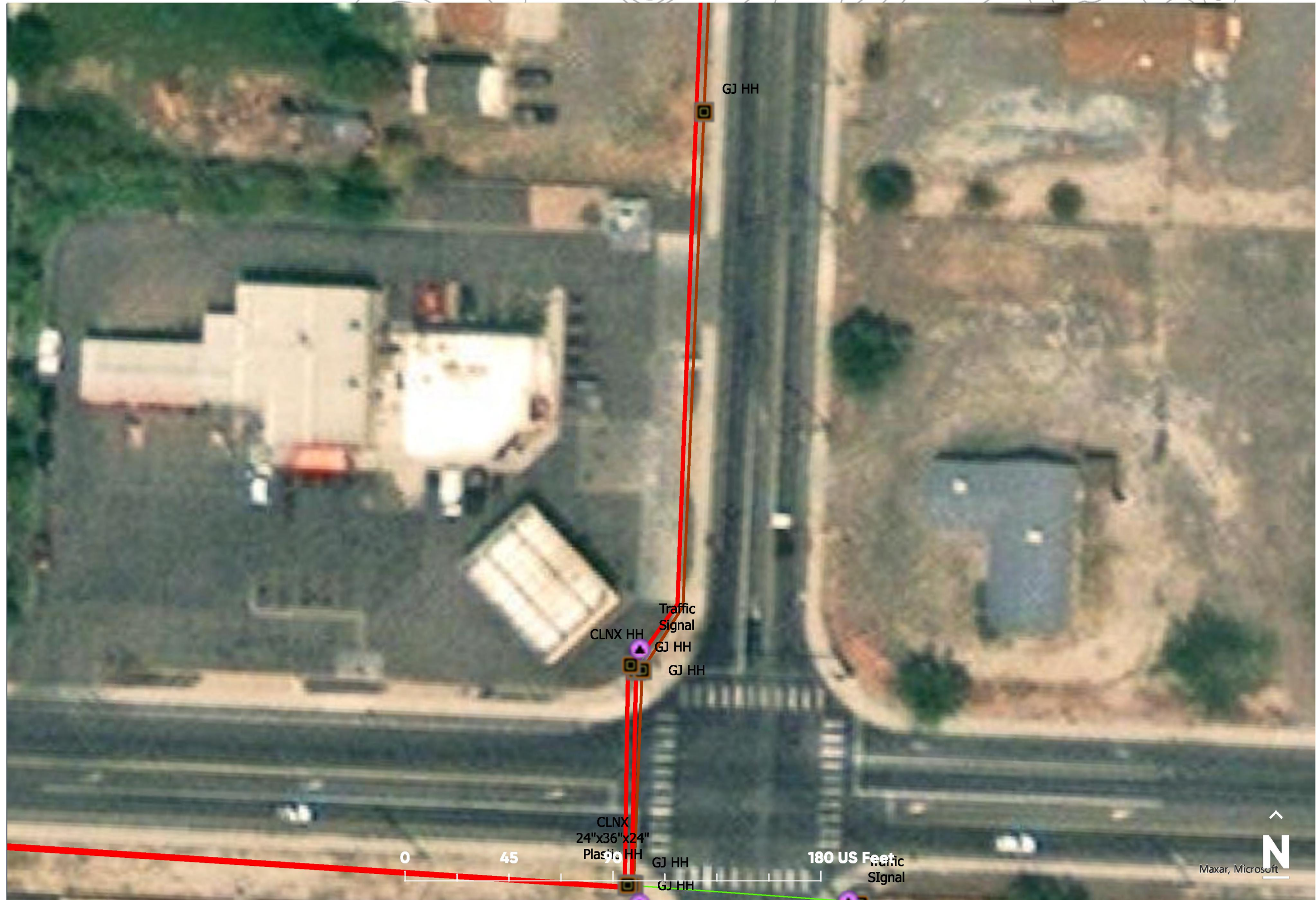
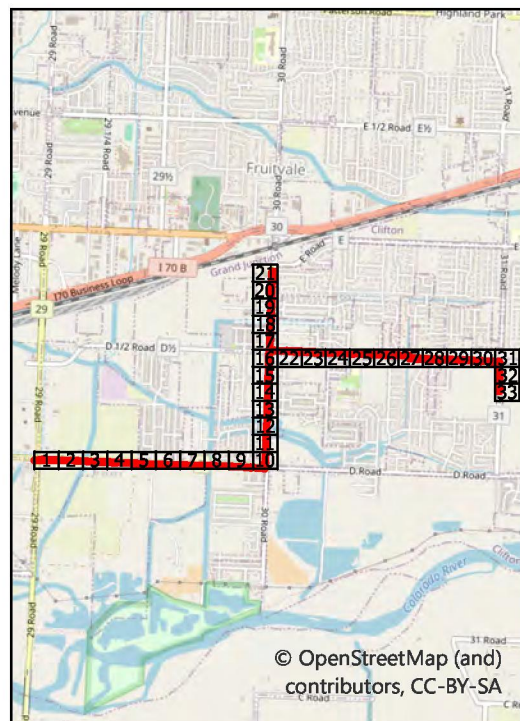
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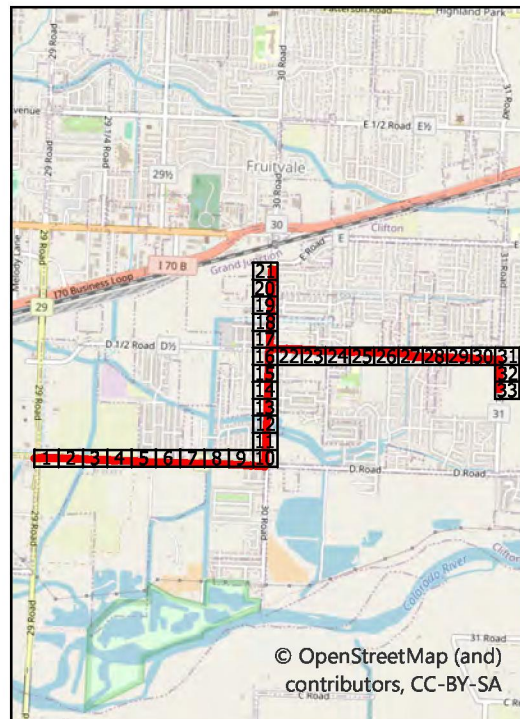
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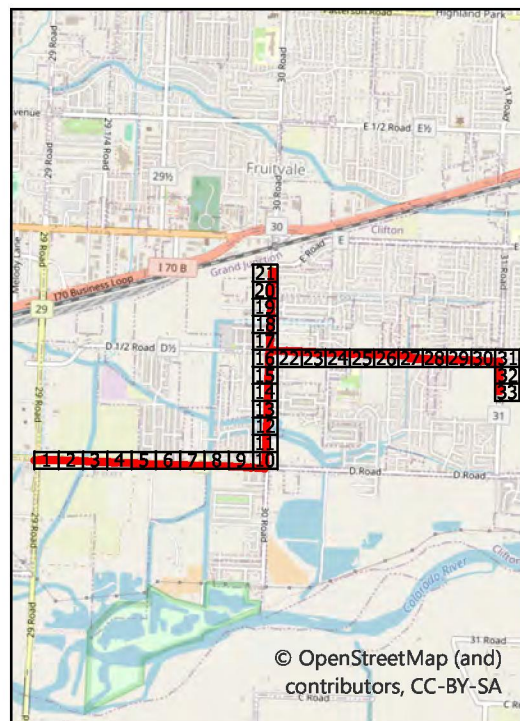
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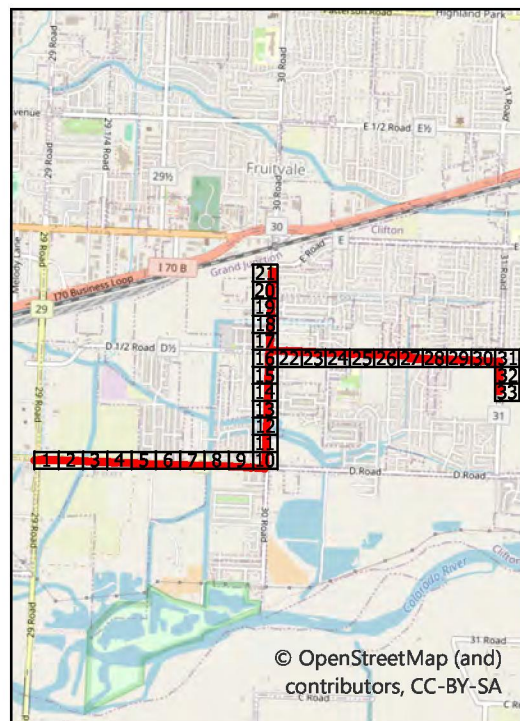
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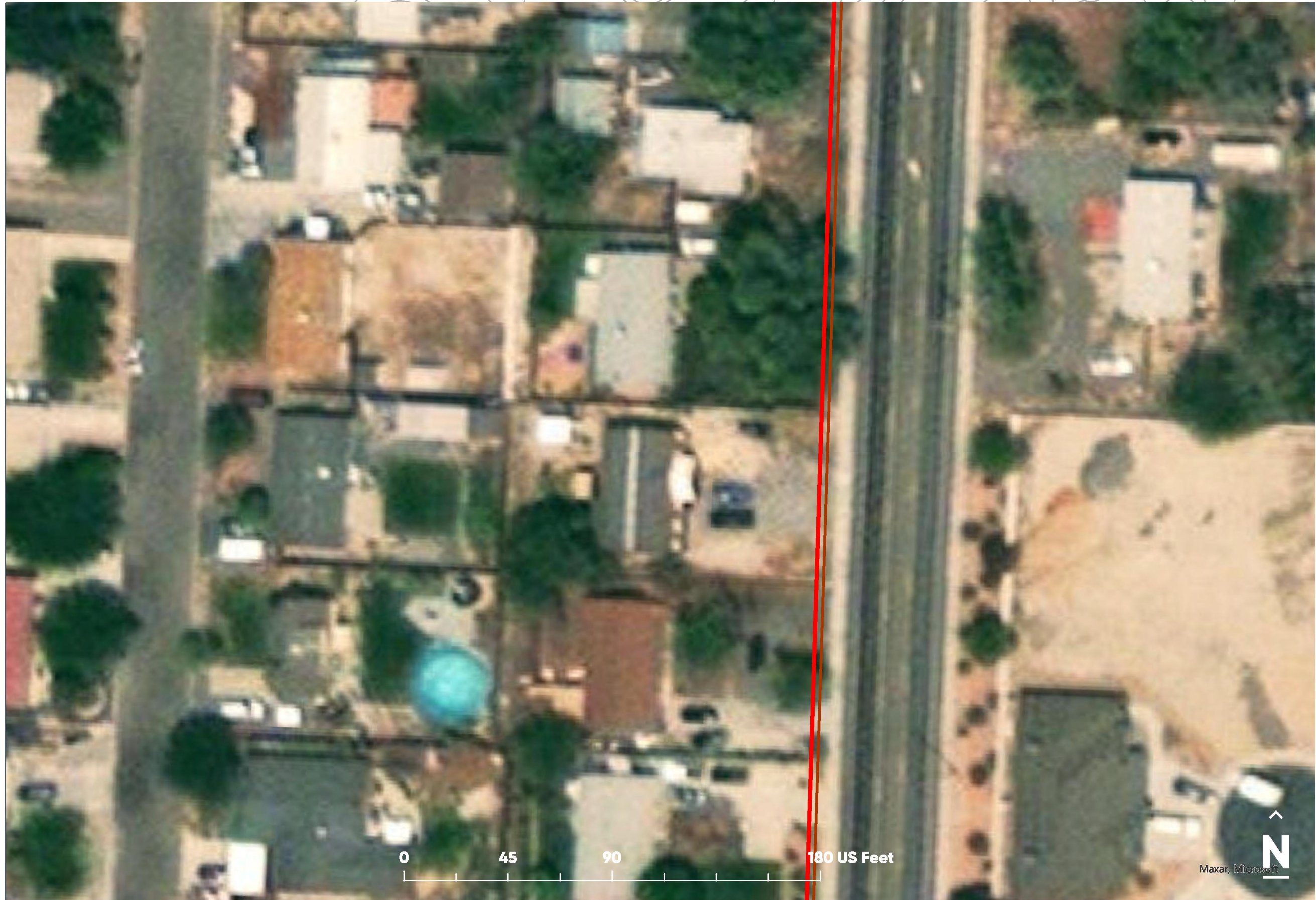
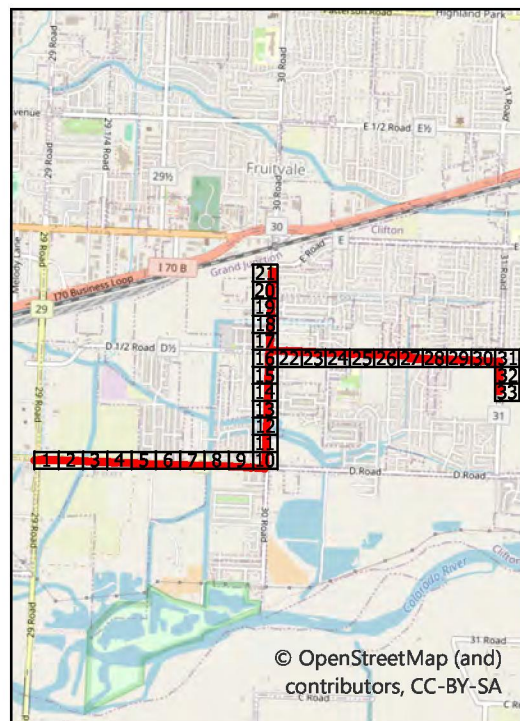
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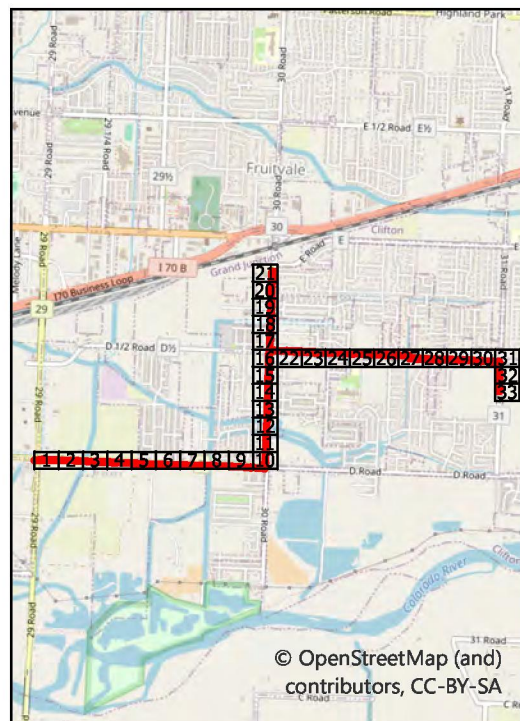
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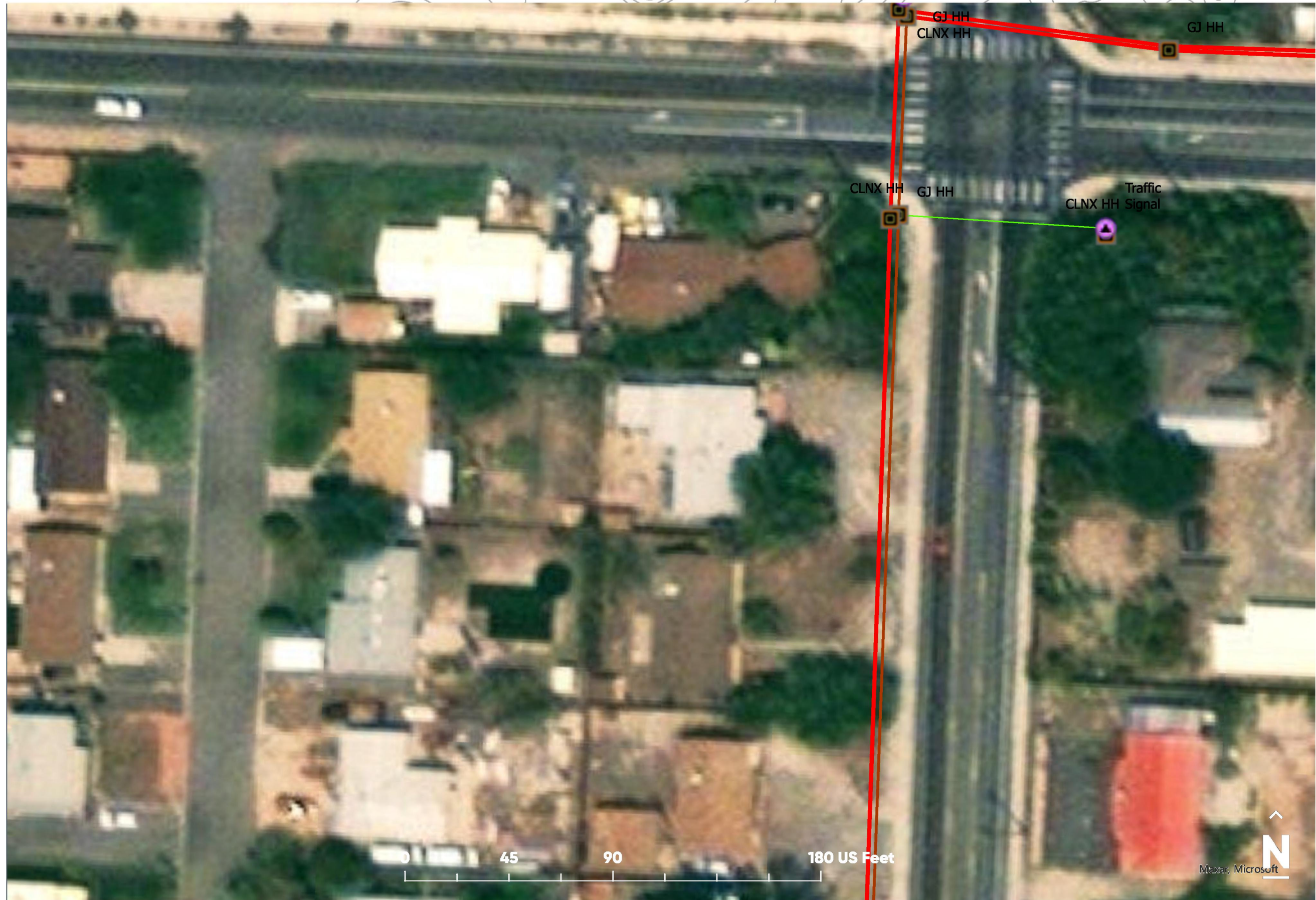
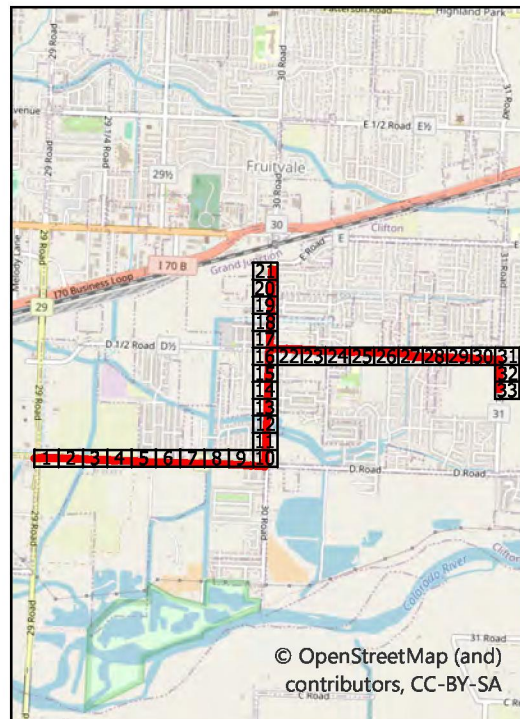
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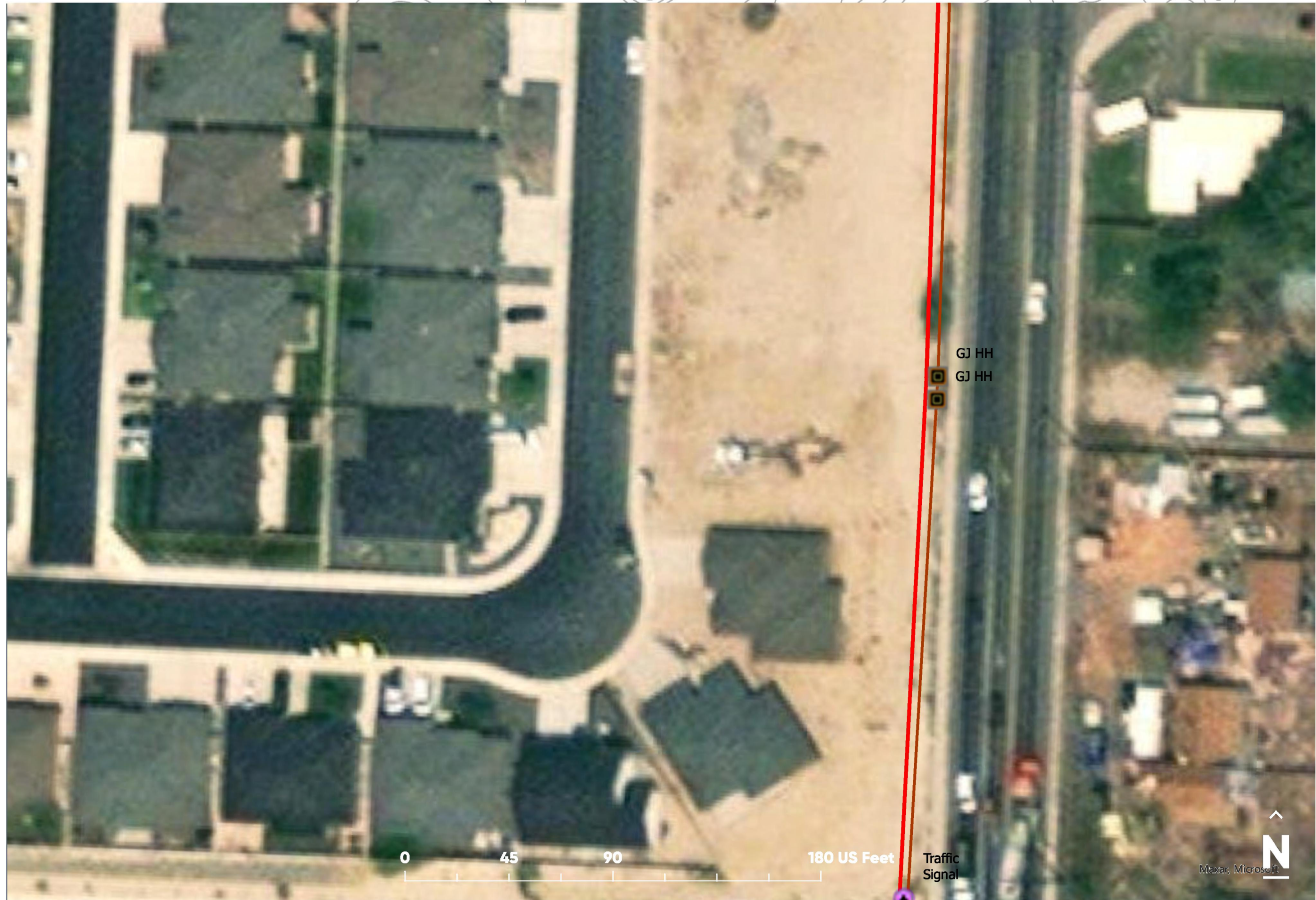
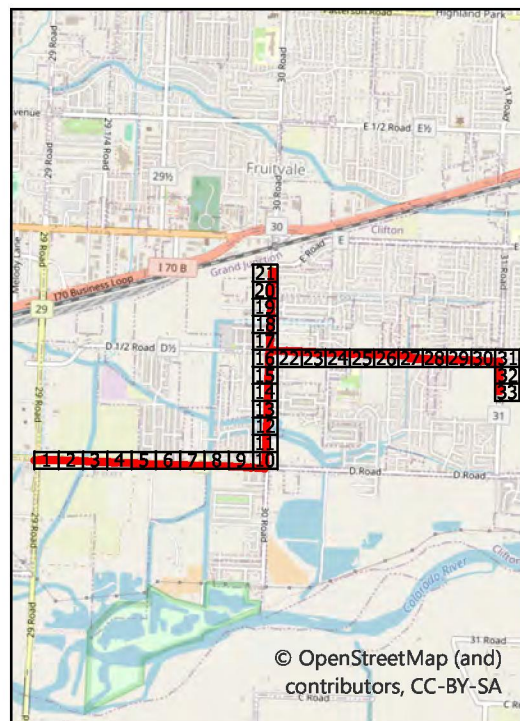
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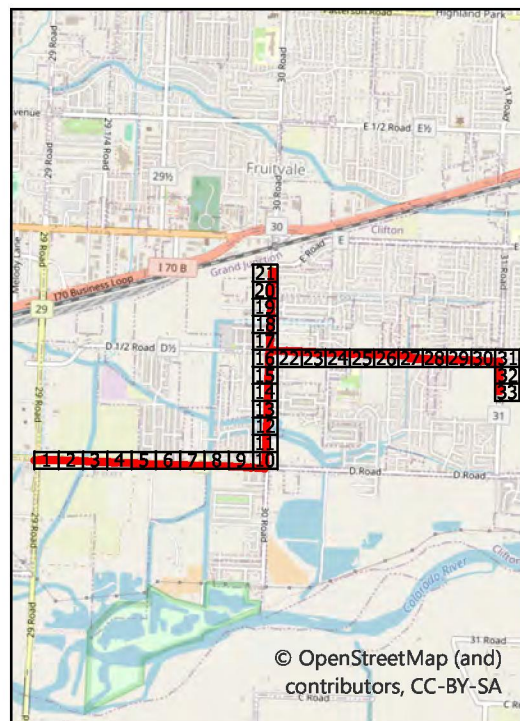
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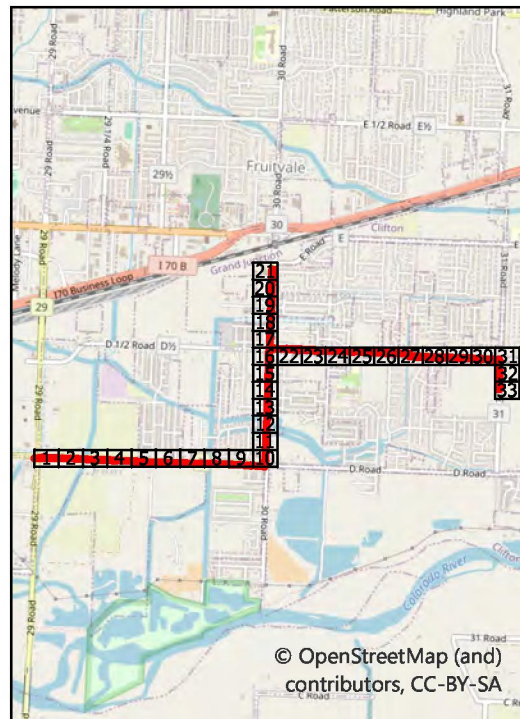
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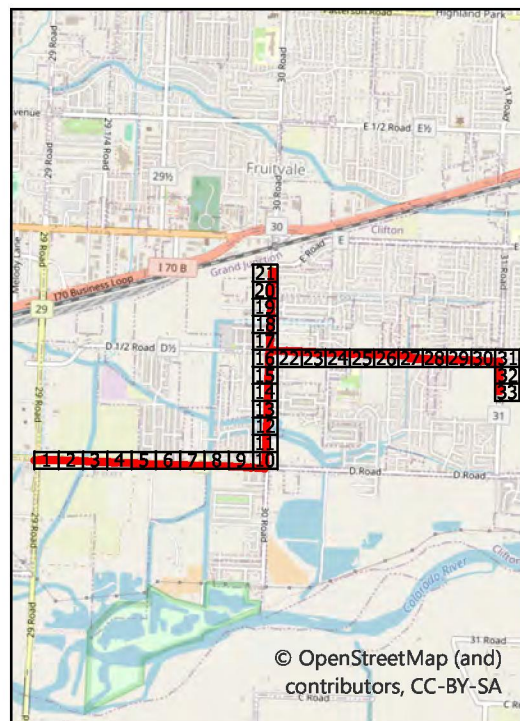
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GJ FO Improvements with CLNX Plan Mapbook

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— **UG Drop**

UG Mainline

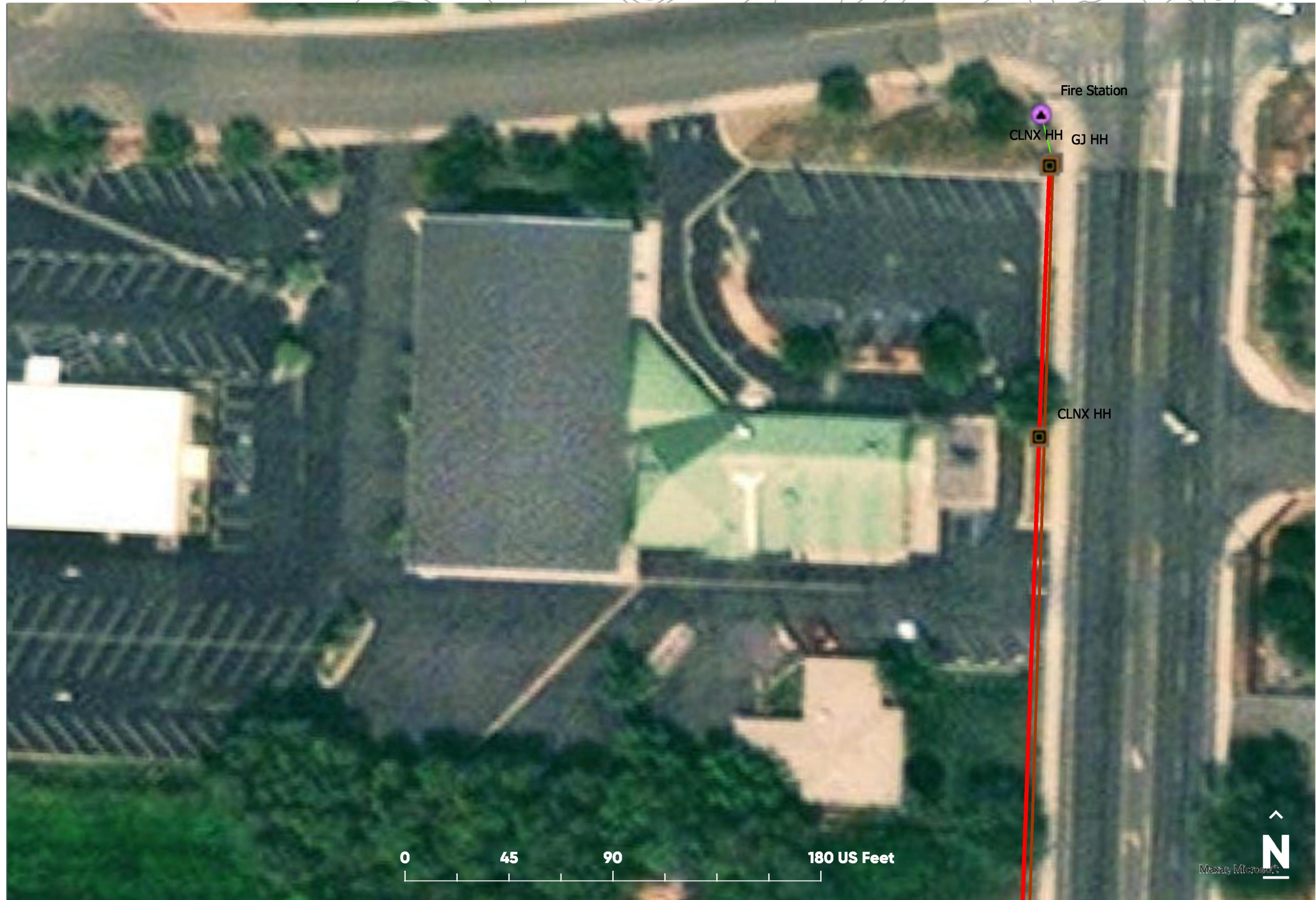
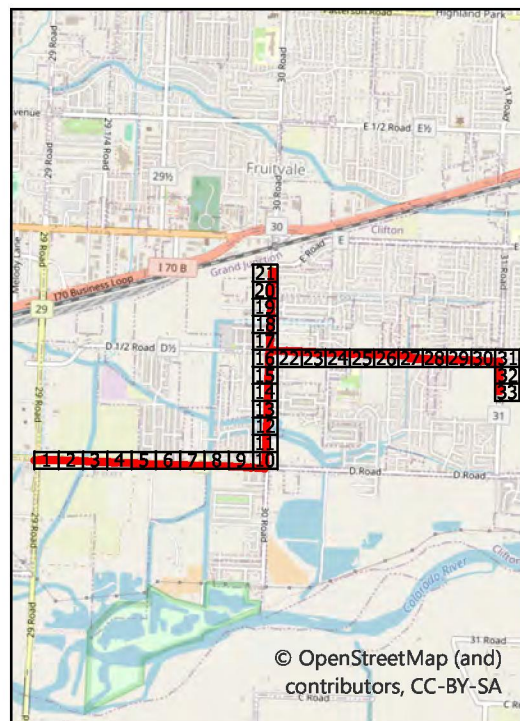
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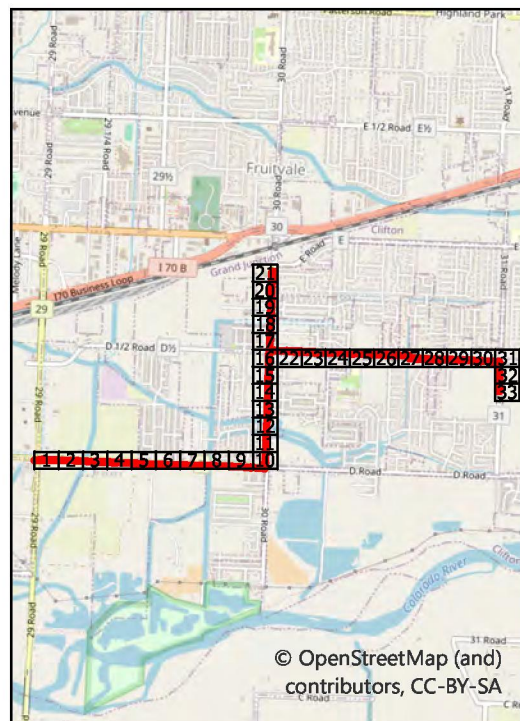
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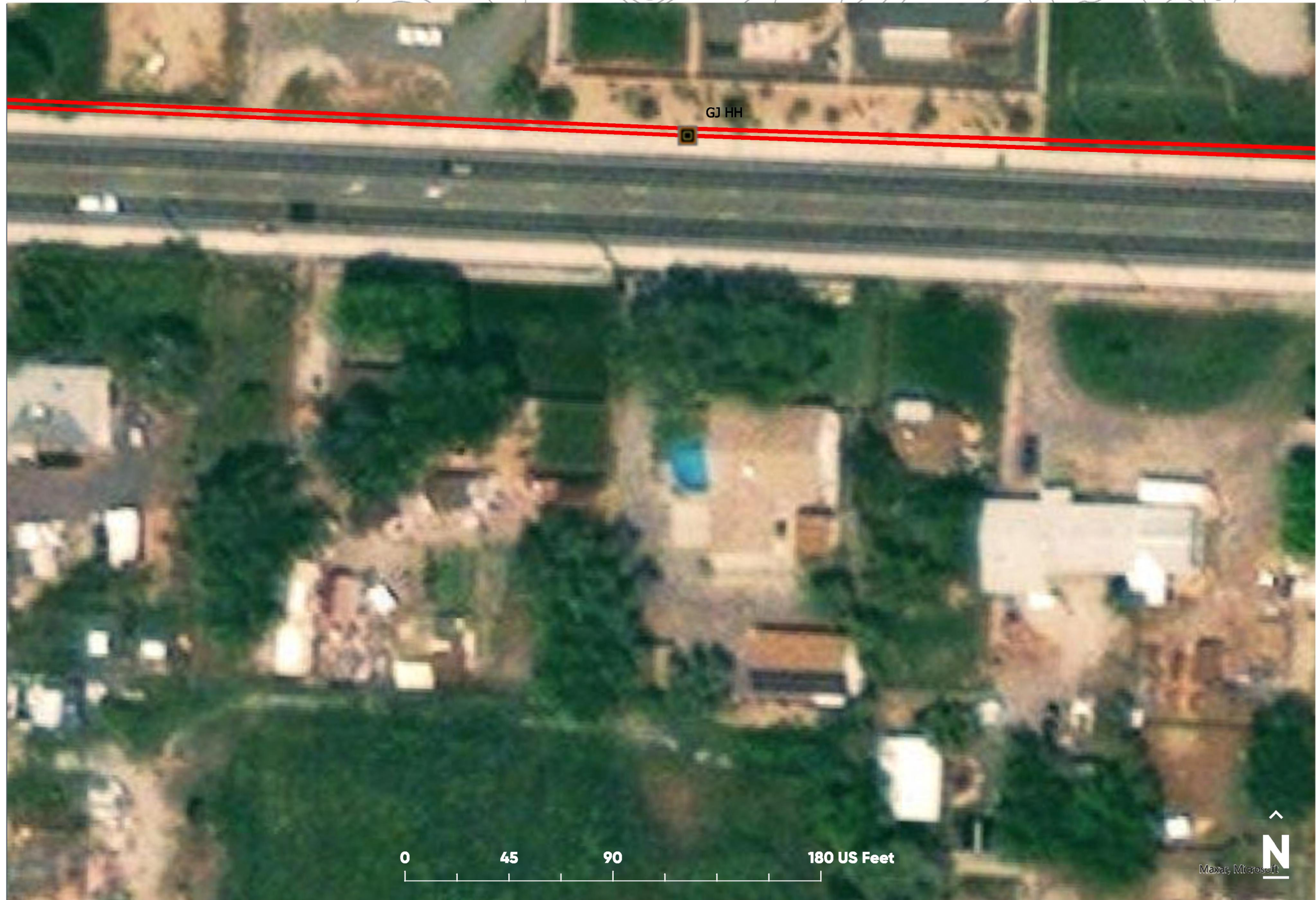
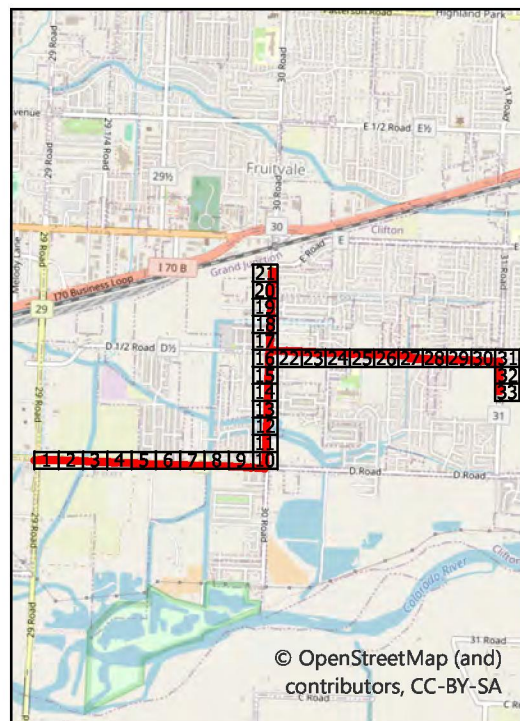
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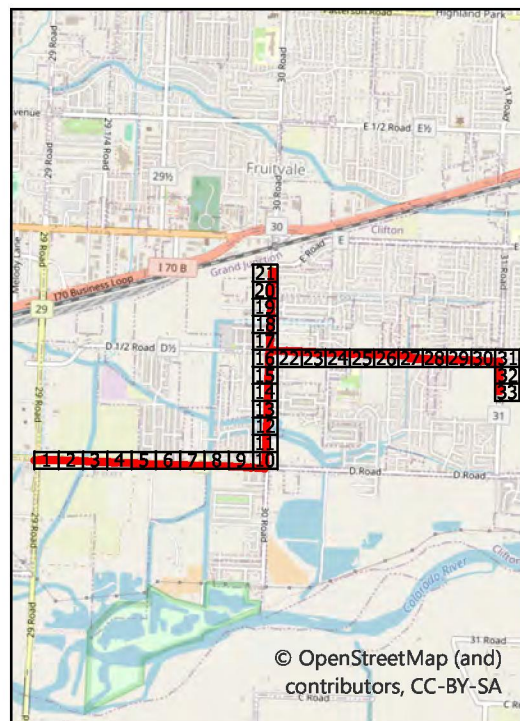
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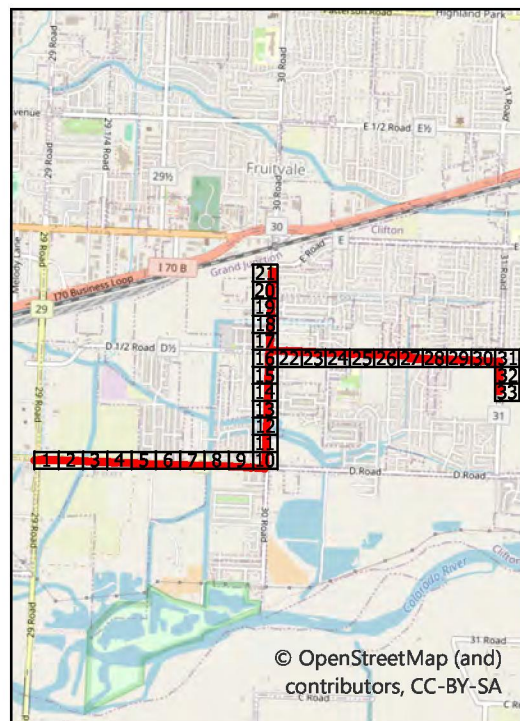
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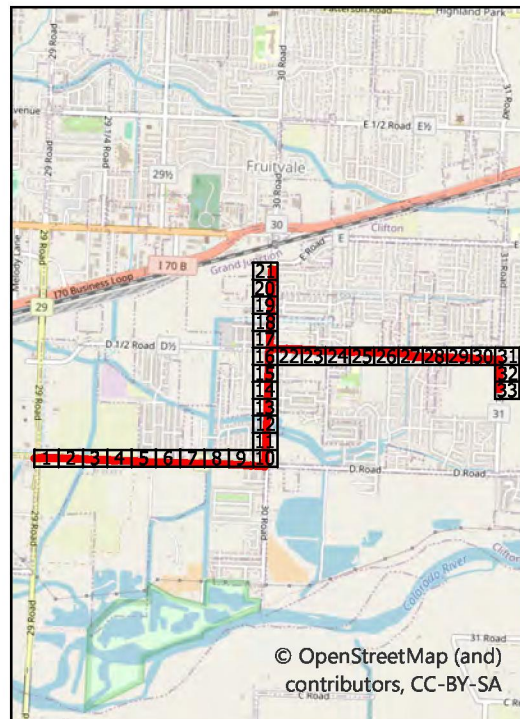
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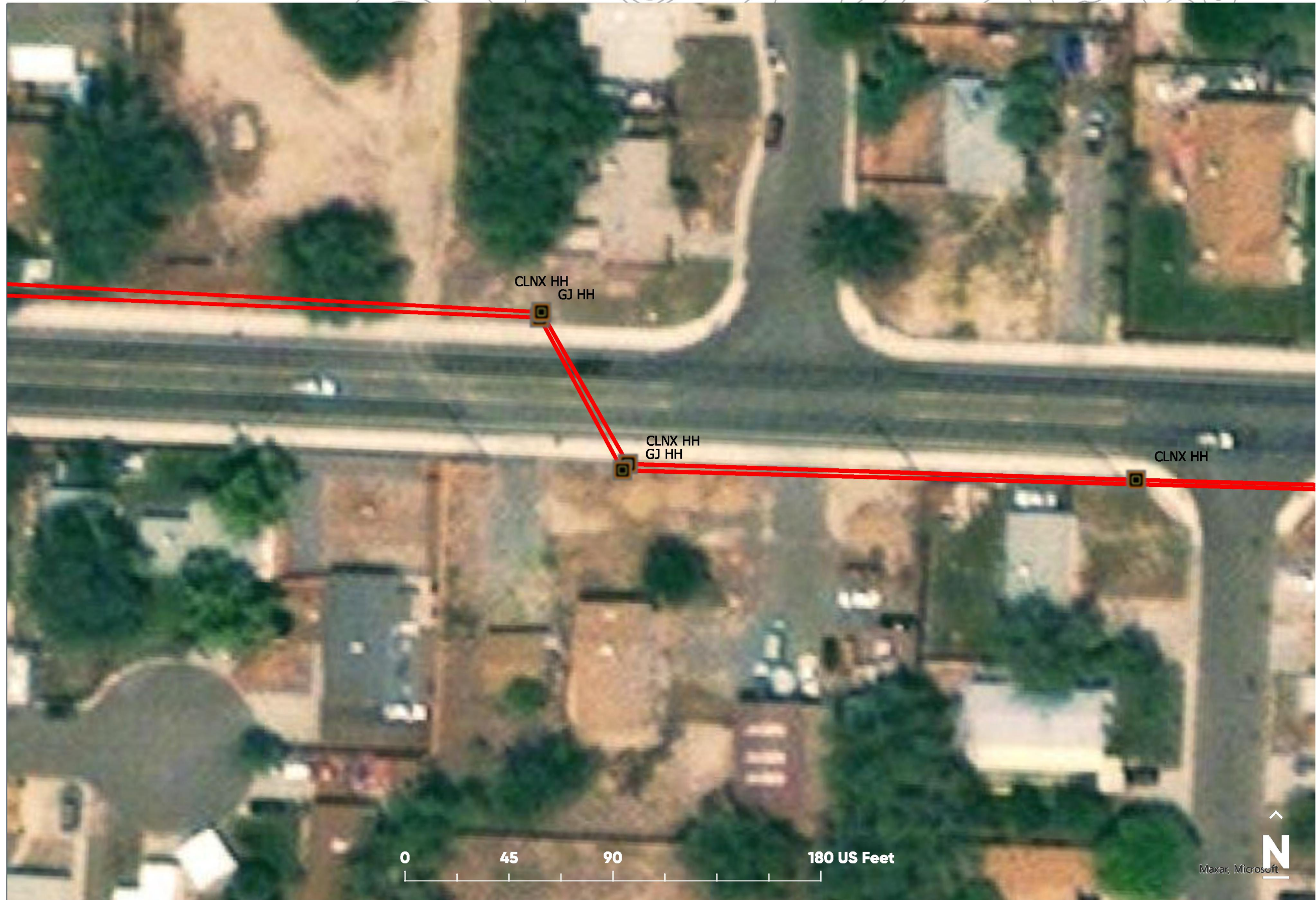
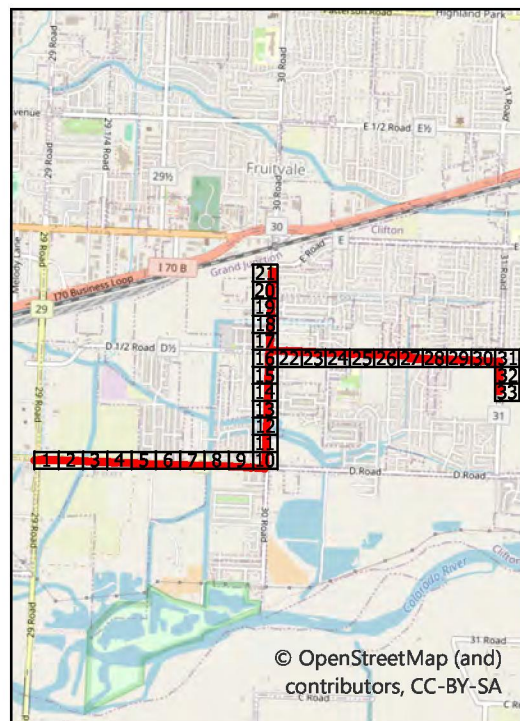
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GJ FO Improvements with CLNX Plan Mapbook

LEGEND

Fiber Path

Type

— Existing UG

— **UG Drop**

UG Mainline

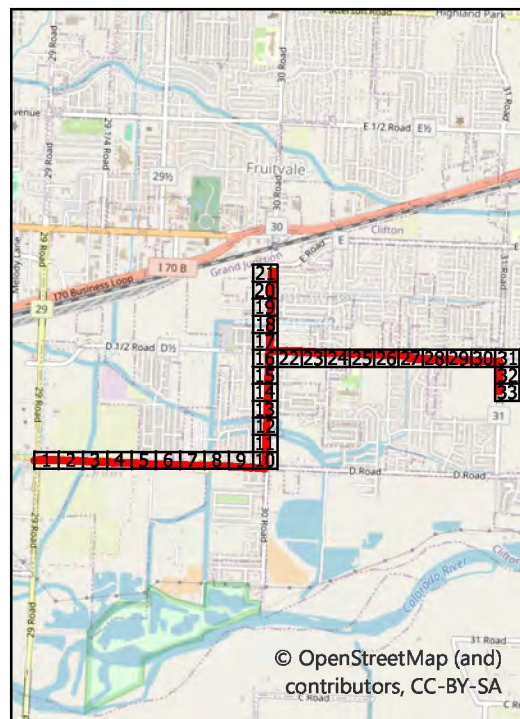
Point Features

Existing Handhole

 Large Handhole

 **Termination Type**

INDEX MAP



LEGEND

Fiber Path

Type

— Existing UG

— UG Drop

— UG Mainline

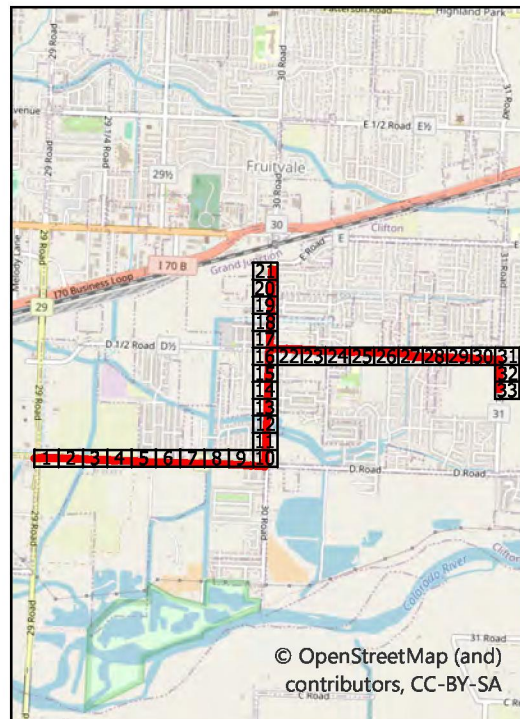
Point Features

 Existing Handhole

 Large Handhole

 Termination Type

INDEX MAP



LEGEND

Fiber Path

Type

— Existing UG

— UG Drop

— UG Mainline

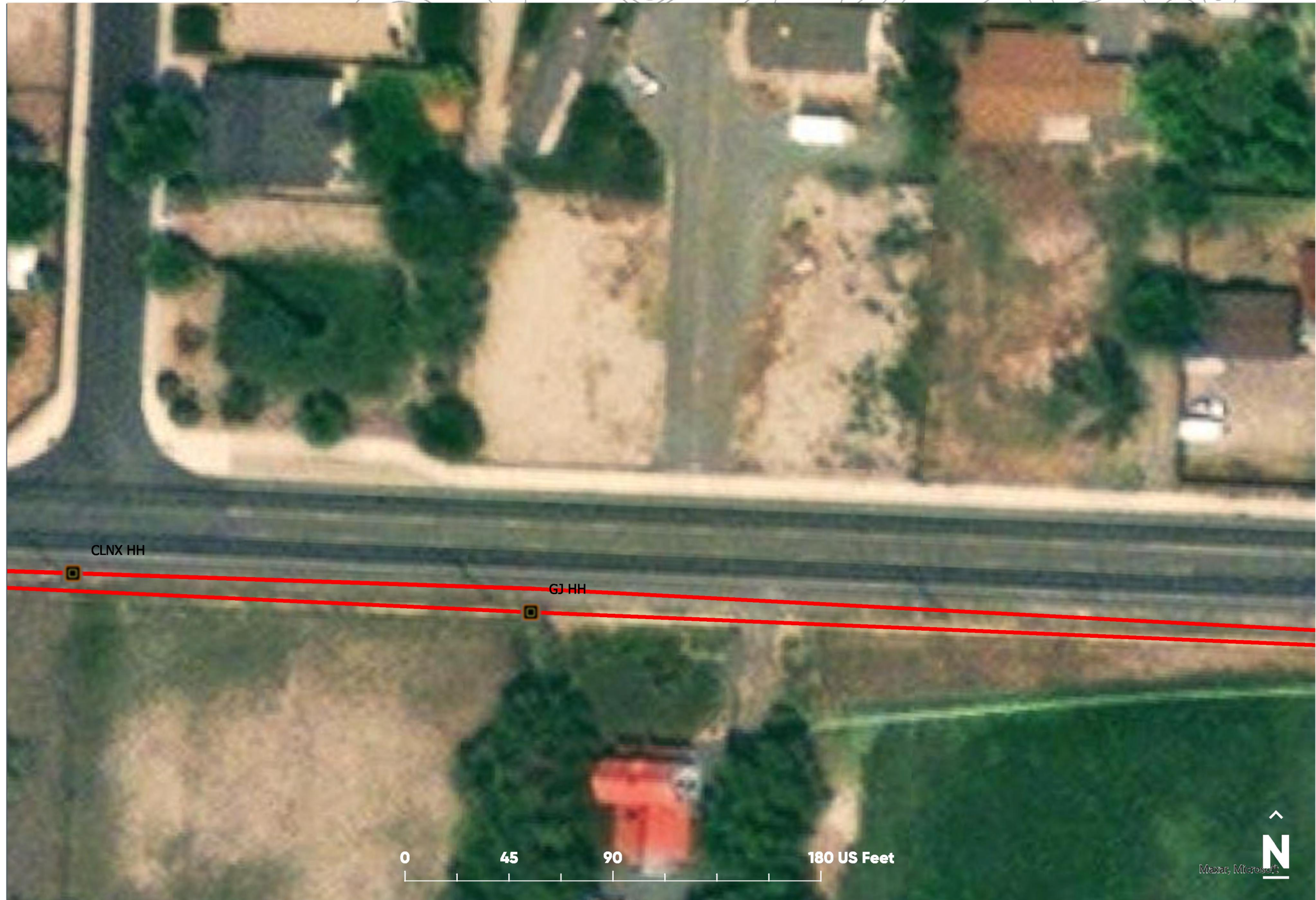
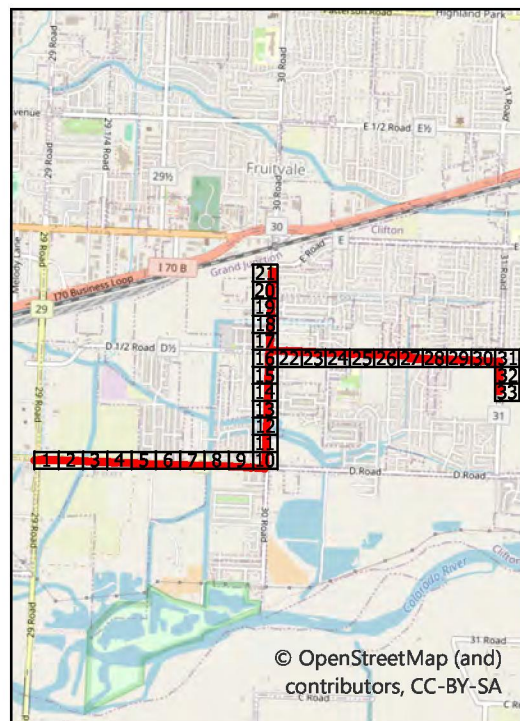
Point Features

 Existing Handhole

 Large Handhole

 Termination Type

INDEX MAP





GJ FO Improvements with CLNX Plan Mapbook

LEGEND

Fiber Path

Type

— Existing UG

— **UG Drop**

UG Mainline

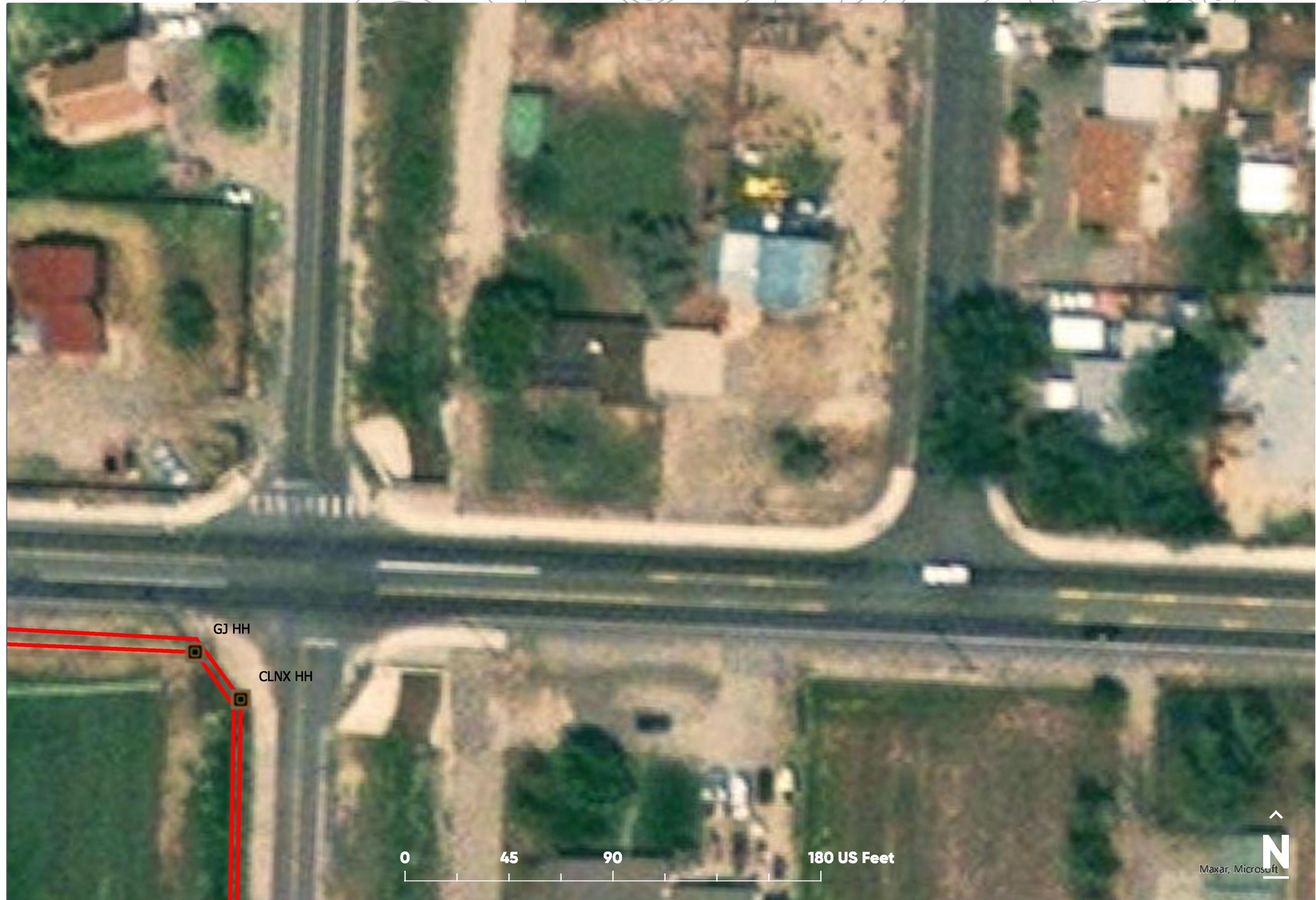
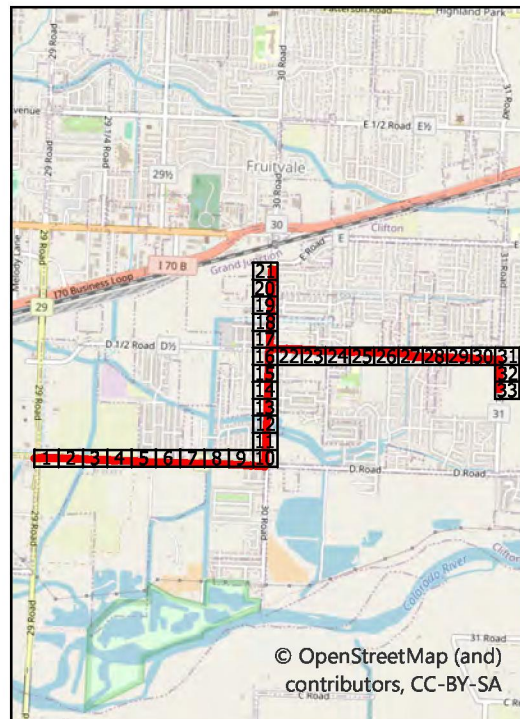
Point Features

Existing Handhole

 **Large Handhole**

 **Termination Type**

INDEX MAP



LEGEND

Fiber Path

Type

— Existing UG

— UG Drop

— UG Mainline

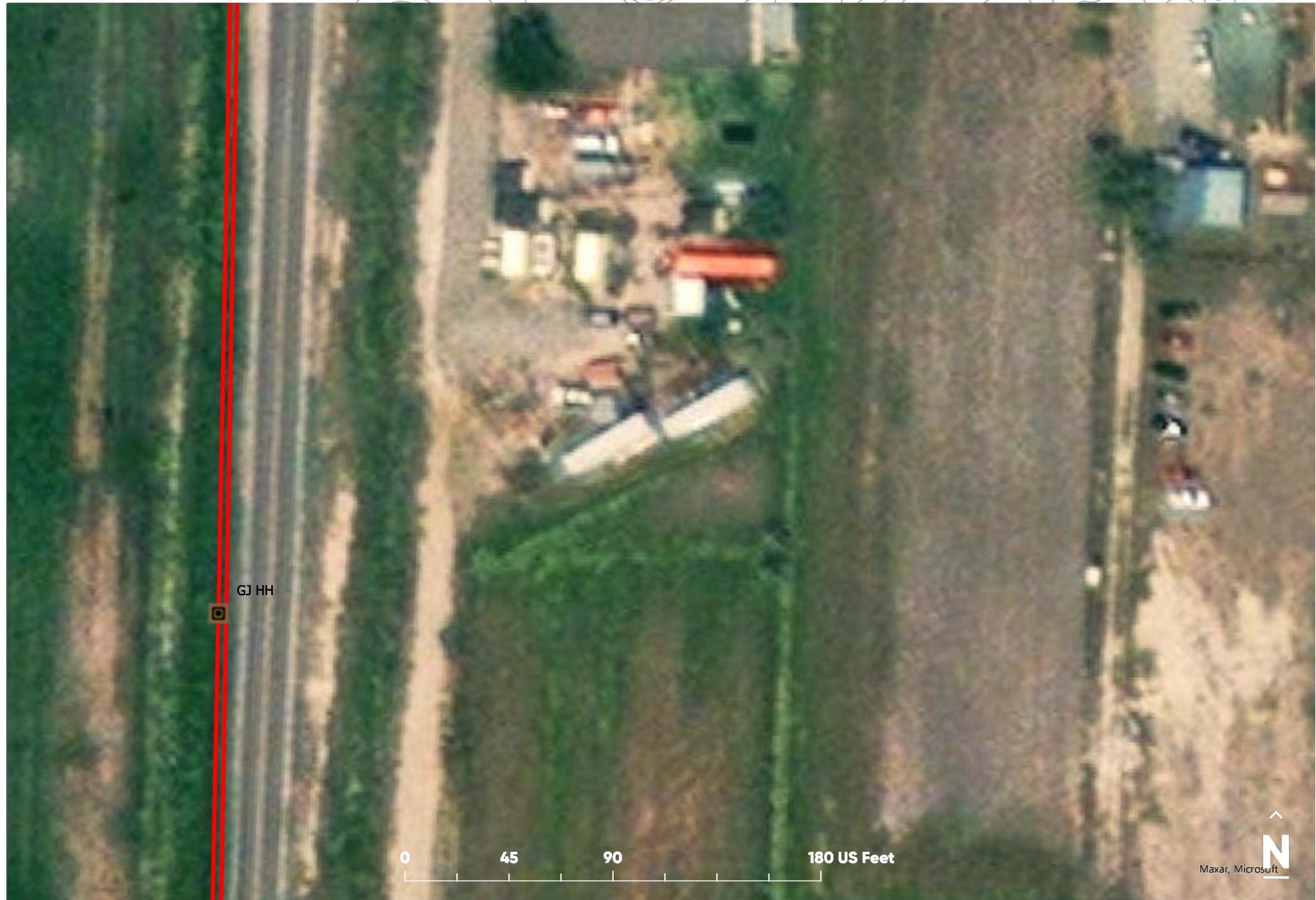
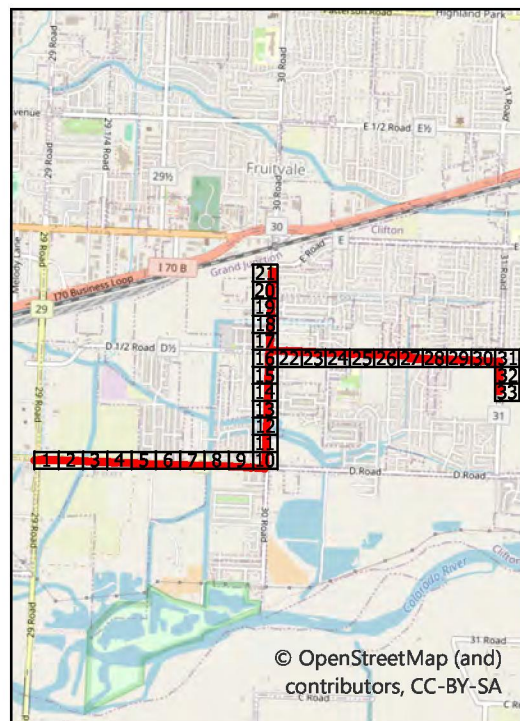
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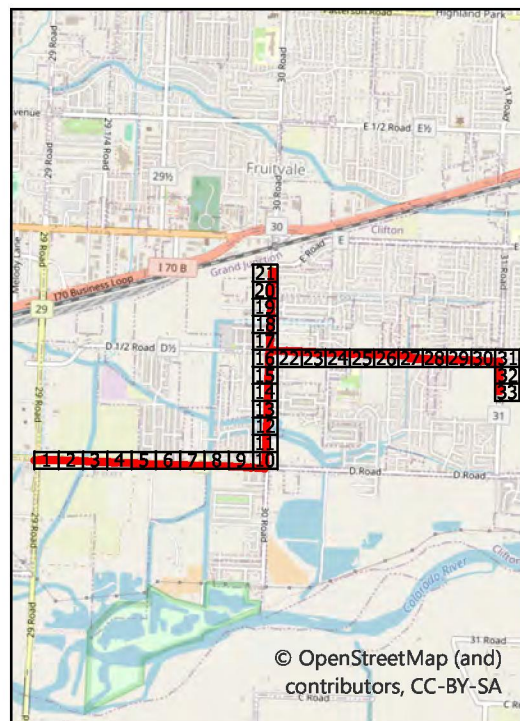
Point Features

Existing Handhole

Large Handhole

Termination Type

INDEX MAP





DEEPDIG-03

JOANNES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/4/2022

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 Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Jo Anne Scalf	
	PHONE (A/C, No, Ext): (970) 765-7137	FAX (A/C, No): (970) 249-2225
	E-MAIL ADDRESS: joannes@mtnwst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Gemini Insurance Company	10833
	INSURER B : Liberty Mutual Insurance	41785
	INSURER C : Champlain Specialty Insurance Company	16834
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Deeply Digital LLC
343 NORTH THIRD ST
MONTROSE, CO 81401

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VOGP003005	3/5/2022	3/5/2023	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAO55466230	3/19/2022	3/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CSARCEL000016401	3/5/2022	3/5/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RESIDENTIAL AND COMMERCIAL FIBER OPTIC CONTRACTOR

Insurance will not be cancelled without (30) calendar days prior written notice has been given to the City of Grand Junction.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction
Department of Public Works and Planning
250 North Fifth 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

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.

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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 Deeply Digital, LLC 343 N 3rd St Montrose CO 81401-3501	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Selective Insurance Co of Southeast</td><td>39926</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></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:	Selective Insurance Co of Southeast	39926	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 22/23 DD 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2503473	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2503473	09/12/2022	09/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			S2503473	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased & Rented Equipment			S2503473	09/12/2022	09/12/2023	Any One Item \$250,000 Total Limit \$250,000 Deductible \$1,000

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

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction; Department of
Public Works & Planning
250 North Fifth 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

Moody-Valley Insurance Agency

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody-Valley Insurance Agency, Inc.		NAMED INSURED Deeply Digital, LLC	
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

Coverages cont'd...

Auto Physical Damage Coverage – Selective Insurance Company of Southeast, NAIC 39926, Policy No. S2303560 6, Effective 09/12/2022 to 09/12/2023, Actual Cash Value, \$1,000 Deductible Comprehensive, \$1,000 Deductible Collision.

Contractors Equipment Coverage – Selective Insurance Company of Southeast, NAIC 39926, Policy No. S2303560 6, Effective 09/12/2022 to 09/12/2023; \$1,250,412 Blanket Limit; Valuation ACV, \$1,000 Deductible per Item.

Inland Marine:

Leased & Rented Equipment - Selective Insurance Company of Southeast, NAIC 39926, Policy No. S2303560 6, Effective 09/12/2022 to 09/12/2023; Limit Any One Item \$250,000 with a total Limit of \$250,000, Valuation Actual Cash Value, \$1,000 Deductible applies.

Installation Floater - Selective Insurance Company of Southeast, NAIC 39926, Policy No. S2303560 6, Effective 09/12/2022 to 09/12/2023; Limit Any One Item \$250,000 with a total Limit of \$250,000, Valuation Actual Cash Value, \$1,000 Deductible applies.

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

General Liability Forms Attached Include:

Blanket Additional Insured status applies only to the extent provided in form CG 79 88 and form CG 73 00 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG 73 00 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CG 73 00 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form CG 25 03 when required by written contract/

Designated Location(s) General Aggregate applies only to the extent provided in form CG 25 04 when required by written contract.

Auto Liability:

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Blanket Waiver of Subrogation applies only to the extent provided in form CA 78 09 when required by written contract.

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Excess Liability:

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

IMPORTANT:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

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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	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Selective Insurance Co of Southeast	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 CLNX 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S2503473	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000				
			MED EXP (Any one person) \$ 15,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMP/OP AGG \$ 3,000,000	
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2503473	09/12/2022	09/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
						\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			S2503473	09/12/2022	09/12/2023	EACH OCCURRENCE \$ 5,000,000
			AGGREGATE \$ 5,000,000				
			\$				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER
			E.L. EACH ACCIDENT \$				
			E.L. DISEASE - EA EMPLOYEE \$				
			E.L. DISEASE - POLICY LIMIT \$				
A	Leased & Rented Equipment			S2503473	09/12/2022	09/12/2023	Any One Item \$250,000
			Total Limit \$250,000				
			Deductible \$1,000				

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

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction; Department of Public Works & Planning 250 North Fifth 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 <i>Moody-Valley Insurance Agency</i>

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Moody-Valley Insurance Agency, Inc.		NAMED INSURED ClearNetWorx LLC	
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

Coverages cont'd...

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Inland Marine:

Leased & Rented Equipment - Selective Insurance Company of Southeast, NAIC 39926, Policy No. S2303560 6, Effective 09/12/2022 to 09/12/2023; Limit Any One Item \$250,000 with a total Limit of \$250,000, Valuation Actual Cash Value, \$1,000 Deductible applies.

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CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

General Liability Forms Attached Include:

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Designated Location(s) General Aggregate applies only to the extent provided in form CG 25 04 when required by written contract.

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

IMPORTANT:

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

Policy Number: VOGP003005
Insured Name: Deeply-Digital Inc.
Number: 42

VE 09 73 04 20

Effective Date: 03/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other Commercial General Liability insurance available to an additional insured under your policy, but only if:

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

Coverage granted to an additional insured remains subject to all terms, conditions, limitations, and exclusions set forth in the endorsement form that conferred the additional insured status. In the event of conflict between this endorsement and an endorsement conferring additional insured status, then the endorsement conferring additional insured status shall govern the scope of coverage available to the additional insured.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VOGP003005
Insured Name: Deeply-Digital Inc.
Number: 37

CG 24 04 12 19

Effective Date: 03/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule
Name Of Person(s) Or Organization(s): Any person or organization you have agreed in a written and executed contract, prior to an "occurrence", that you would provide such person or organization a waiver of transfer of rights of recovery against others to us on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

All other terms and conditions of this Policy remain unchanged.

Policy Number: VOGP003005
Insured Name: Deeply-Digital Inc.
Number: 36

CG 20 37 12 19

Effective Date: 03/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations and completed operations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Policy Number: VOGP003005
Insured Name: Deeply-Digital Inc.
Number: 33

CG 20 10 12 19

Effective Date:03/05/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule	
Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract, prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

All other terms and conditions of this Policy remain unchanged.

Granite Re, Inc.

Payment Bond

CONTRACTOR:

Deeply Digital, LLC

343 North 3rd Street
Montrose, CO 81401

OWNER:

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

CONTRACT:

Date: August 4, 2022

Amount: Four Hundred Thirteen Thousand Seven Hundred Twenty Seven 50/100 Dollars (\$413,727.50)

Description: Fiber Cabling for Installation for New Fire Station #8
IFB-5084-22-SDH

BOND:

Bond#: GRCO56647

Date: August 5, 2022

Amount : Four Hundred Thirteen Thousand Seven Hundred Twenty Seven 50/100 Dollars (\$413,727.50)

Modifications to this Bond:

☒ No

☐ Yes, see last page

CONTRACTOR AS PRINCIPAL

Deeply Digital, LLC

Signature: 
Name and Title: Douglas Seacat, Managing Member

SURETY

Granite Re, Inc.

Signature: 
Name and Title: Jennifer Naber
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, Successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference,
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from all claims, demands, or suits by any person or entity whose labor, materials or equipment were furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, or suits and tendered defense of such claims, demands, or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. Within a reasonable period of time after the claimant has satisfied the conditions of Paragraph 4 and after the Surety has reviewed all supporting documentation it requested to substantiate the amount of the claim, the Surety shall pay or arrange for payment of any undisputed and earned amounts. These amounts shall only be paid if previously certified by the Architect or Engineer and paid to Contractor by Owner. Failure of the Surety to satisfy the above requirements shall not be deemed a forfeiture or waiver of the Surety's or the Contractor's defenses under this Bond or their right to dispute such claim. However, in such event the Claimant may bring suit against the Surety as provided under this Bond.
6. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
7. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
8. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by Claimant or the last materials or equipment were furnished by Claimant under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
14. DEFINITIONS
 - 14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone, service or rental equipment used in the Construction Contract.
 - 14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.
15. Principal: The individual or entity named and listed under the section of the bond titled "Contractor". This individual or entity is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____
Name and Title:

Signature: _____
Name and Title:

Granite Re, Inc.

Performance Bond

CONTRACTOR:

Deeply Digital, LLC

343 North 3rd Street
Montrose, CO 81401

OWNER:

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

SURETY:

Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

CONTRACT:

Date: August 4, 2022

Amount: Four Hundred Thirteen Thousand Seven Hundred Twenty Seven 50/100 Dollars (\$413,727.50)

Description: Fiber Cabling for Installation for New Fire Station #8
IFB-5084-22-SDH

BOND:

Bond#: GRCO56647

Date: August 5, 2022

Amount : Four Hundred Thirteen Thousand Seven Hundred Twenty Seven 50/100 Dollars (\$413,727.50)

Modifications to this Bond:


☒ No

☐ Yes, see last page

CONTRACTOR AS PRINCIPAL
Deeply Digital, LLC

Signature: 
Name and Title: Douglas Seacat, Managing Member

SURETY
Granite Re, Inc.

Signature: 
Name and Title: Jennifer Naber
Attorney-in-Fact

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conference; as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

- 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall within reasonable promptness and at the Surety's expense take one of the following actions:
- 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety, demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner releases the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within one year after Contractor Default or within one year after the Contractor ceased working or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be

deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

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

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

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

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

13. Principal: The individual or entity named and listed under the section of this bond titled Contractor. The entity or individual named as Contractor is not assignable.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company:

SURETY
Company:

Signature: _____
Name and Title:

Signature: _____
Name and Title:

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

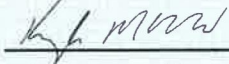
SARAH K. FORSBERG; J. DOUGLAS ENGERMAN; RICHARD M. FORSBERG; JENNIFER NABER may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.



STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

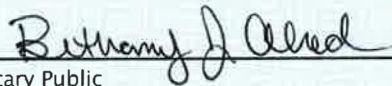

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620




Notary Public

GRANITE RE, INC.
Certificate

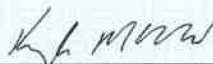
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

5th day of August, 2022.




Kyle P. McDonald, Assistant Secretary