

CHANGE ORDER NUMBER 1

Date: July 7, 2023
 To: Oldcastle SW Group Inc. dba United Companies
 From: City of Grand Junction, Department of Public Works and Utilities
 Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**
 P.O.: **2022-00000549**

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

Final Quantities as required to finalize Construction, including Work Change Authorizations (WCA) 1, 2 and 3. Additional information pertaining to each WCA is attached and as follows. WCA No. 1: A separator fabric was requested by the Contractor for buildability over soft soils under the boat ramp. This request was supported by the City's Quality Assurance consultant, RockSol. It as determined that a separator fabric would be less expensive than over excavating and rebuilding the subgrade and was therefore approved in the amount of \$1,650.00. (Continued on Page 2)

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

Original Contract Amount	\$774,298.80
Approved Change Orders	0.00
This Change Order	49,213.55
Revised Contract Amount	\$823,512.35

Summary of Contract time adjustments:

Original Contract Time	93.	Cal. Days
Approved Change Orders	0.	
This Change Order	150.	
Revised Contract Time	243.	Cal. Days

Construction Start Date: November 28, 2022

Contract Completion Date: July 28, 2023

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

Owner: **City of Grand Junction**


Prepared by:

DocuSigned by:
John Eklund - Project Engineer, City of Grand Junction

Date: 7/10/2023

John Eklund, Project Engineer

Recommended by:

DocuSigned by:


Date: 7/21/2023

Trent Prall, Public Works Director

Approved by:

DocuSigned by:
Greg Caton - City Manager - City of Grand Junction

Date: 7/21/2023

Greg Caton, City Manager

Contractor:

Oldcastle SW Group Inc. dba United Companies

Signature:

DocuSigned by:
Jacob Davis - Estimator - Oldcastle SW Group, Inc. dba United Companies

Date: 7/10/2023

Name and Title:

Jacob Davis - Estimator - Oldcastle SW Group, Inc. dba United Companies

CHANGE ORDER NUMBER 1

(Continued)

Date: July 7, 2023
To: Oldcastle SW Group Inc. dba United Companies
From: City of Grand Junction
Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**
P.O.: **2022-00000549**

Description of and justifications for change (continued):

WCA No. 2 approves contract time extension of 31 Calendars for project delays outside the City's or Contractor's control including; start date delayed while awaiting USACE Permit Approval and challenges with cofferdam and dewatering (see WCA No. 2 for detailed description). No change to project cost.

WCA No. 3 approves additional rebar mat in boat and approach ramps, that was required, but not properly indicated in construction documents. Cost to City is \$22,824.00. Per request by City, asphalt millings are to be used for the Circulation Path (\$2,198.00 paid from MCR) in lieu of concrete or Bid Item BA-01 - Class-6 Road Base (\$3,750) for a total credit to the City of (\$1,552.00). City requested concrete v-pan in lieu of riprap apron for public safety and improved drainage. Cost to City is \$12,596.00. Total Cost to City for WCA No. 3 is \$33,868.00.

This CO also approves items not identified in the original contract documents:

- Removal of 2 existing bollards at \$400.00 each, for a total of \$800.00 paid from MCR;
- Removal of 58 SY existing asphalt at \$17.10/SY for a total of \$991.80 paid from MCR;
- Removal of 36 SY existing concrete at \$23.05/SY for a total of \$829.80 paid from MCR;
- Removal of 250 LF existing post & cable fencing at \$5.35/LF for a total of \$1,337.50 paid from MCR;
- Placement of 74 CY CDOT Class-6 Road base to repair existing parking area used by contractor for staging operations to be paid under established Bid Item and Pricing (BA-01 , \$125.00/CY) for a total of \$9,250.00.

For simplicity in cost tracking, the MCR was overrun. The change in MCR amount is \$18,227.10, included in this Change Order. Final additional costs to the City are \$93,049.30. Final credits to the City are (\$43,853.55) for a total additional Cost to the City of \$49,213.55. Final Revised Contract Amount is \$823,512.35.

The Contractor completed work on schedule by 31 March 2023. Additional time was required by the City for Final Acceptance, Final Progress Payment (Pay Application No. 3, through 2/24/2023) and Advertisement for Final Payment; all are pending approval of this Change Order No. 1. Thus, an additional 119 Calendar Days are included in this Change Order for Project Closeout.

See attachments for detail.

- Work Change Request No. 1 & Response from United
- Work Change Order No. 1
- Work Change Order No. 2
- Work Change Order No. 3

Redlands Parkway Shoreline Amenities and Bank Stabilization -- City P.O. No. 2022-0000549
Change Order No. 1

July 7, 2023

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Project Change
			Base Project - Boat Ramp and Bank Stabilization		Extended Price		Base Project - Boat Ramp and Bank Stabilization		Extended Price		
---	---	Construction Period	Quantity	Units	Unit Price	Price	Quantity	Units	Unit Price	Price	---
			93	Cal. Days	---	---	243	Cal. Days	---	---	150
1	626	Mobilization/Demobilization/Bonding/Insurance	1.	LS	\$ 69,500.00	\$ 69,500.00	1	LS	\$ 69,500.00	\$ 69,500.00	
2	625	Construction Survey/Staking/As-Built	1.	LS	\$ 24,150.00	\$ 24,150.00	1	LS	\$ 24,150.00	\$ 24,150.00	
3		Traffic Control	1.	LS	\$ 19,950.00	\$ 19,950.00	1	LS	\$ 19,950.00	\$ 19,950.00	
4		Erosion Control	1.	LS	\$ 62,530.00	\$ 62,530.00	1	LS	\$ 62,530.00	\$ 62,530.00	
5		Care of Water (COW) Practices	1.	LS	\$ 31,480.00	\$ 31,480.00	1	LS	\$ 31,480.00	\$ 31,480.00	
6		Clear and Grub	20,545.	SF	\$ 0.20	\$ 4,109.00	20545	SF	\$ 0.20	\$ 4,109.00	
7		Unclassified Excavation	3,471.	CY	\$ 16.60	\$ 57,618.60	3471	CY	\$ 16.60	\$ 57,618.60	
8		Stockpile Excavated Material Onsite for Backfilling	141.	CY	\$ 13.50	\$ 1,903.50	141	CY	\$ 13.50	\$ 1,903.50	
9		Haul-Off and Disposed of Excess Excavation	3,329.	CY	\$ 22.50	\$ 74,902.50	3329	CY	\$ 22.50	\$ 74,902.50	
10		Remove Cable Fenceing									
11		98% Compacted Subgrade on Undisturbed Aluvium	6,066.	SF	\$ 0.40	\$ 2,426.40	6066	SF	\$ 0.40	\$ 2,426.40	
12		Furnish and Install 12" CDOT Class-6 Road Base	375.	TON	\$ 45.00	\$ 16,875.00	375	TON	\$ 45.00	\$ 16,875.00	
13		Funish and Install 1" Rounded Gravel between Boulder Landings									
14		Furnish and Install 3"-Minus Backfill between Boulder Landings below OHWM									
15		Structural Backfill Class III (6" minus)	18.	CY	\$ 115.00	\$ 2,070.00	296	CY	\$ 115.00	\$ 34,040.00	\$ 31,970.00
16		Furnish and Stockpile Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	\$ 124.00	\$ 133,176.00	754	TON	\$ 124.00	\$ 93,496.00	\$ (39,680.00)
17		Install Boulder for Ramp Toe, Terraced Access and Bank	1,074.	TON	\$ 12.00	\$ 12,888.00	754	TON	\$ 12.00	\$ 9,048.00	\$ (3,840.00)
18		Furnish and Stockpile Slabstone for Terraced Access and Bank Stabilization									
19		Install Slabstone for Terraced Access and Bank Stabilization									
20		Furnish and Install Landscape									

Redlands Parkway Shoreline Amenities and Bank Stabilization -- City P.O. No. 2022-0000549
Change Order No. 1

July 7, 2023

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Project Change
			Base Project - Boat Ramp and Bank Stabilization		Extended Price	Base Project - Boat Ramp and Bank Stabilization		Extended Price			
---	---	Construction Period	Quantity	Units	Unit Price	Price	Quantity	Units	Unit Price	Price	Change
---	---	Construction Period	93	Cal. Days	---	---	243	Cal. Days	---	---	150
21	608	Furnish and Install 6" Thick Concrete Sidewalk (includes 6" thick Class-6 Road Base)	327.	SY	\$ 132.00	\$ 43,164.00	326	SY	\$ 132.00	\$ 43,032.00	\$ (132.00)
22	609	Curb and Gutter (Includes 6" thick Class-6 Road Base)	260.	LF	\$ 61.25	\$ 15,925.00	257	LF	\$ 61.25	\$ 15,741.25	\$ (183.75)
23	412	Reinforced Concrete Pavement (8" Thick)	101.	CY	\$ 1,580.00	\$ 159,580.00	116.5	CY	\$ 1,580.00	\$ 184,070.00	\$ 24,490.00
24		Furnish and Install Non-Woven Filter Fabric	604.	SY	\$ 10.20	\$ 6,160.80	1865	SY	\$ 10.20	\$ 19,023.00	\$ 12,862.20
25		Concrete Finish (Special - Boat Ramp)	2,700.	SF	\$ 0.60	\$ 1,620.00	2700	SF	\$ 0.60	\$ 1,620.00	
26		Furnish and Install Parking Delineation									
27		Furnish and Install Boat Staging Tie-Offs	8.	EA	\$ 690.00	\$ 5,520.00	8	EA	\$ 690.00	\$ 5,520.00	
BA-01	Bid Alt	Furnish and Install CDOT Class-6 Road Base Circulation Drive in Lieu of Concrete (Reduces Item 25 by 30	30.	CY	\$ 125.00	\$ 3,750.00	74	CY	\$ 125.00	\$ 9,250.00	\$ 5,500.00
MCR		Minor Contract Revisions	---	---	\$ 25,000.00	\$ 25,000.00	---	---	\$ 43,227.10	\$ 43,227.10	\$ 18,227.10
TOTALS:					\$ 774,298.80			\$ 823,512.35		\$ 49,213.55	

DocuSign Envelope ID: 1B20E0AF-1452-4CF4-9A85-0366CE0FD4DC



PUBLIC WORKS & PLANNING

WORK CHANGE REQUEST No. 01

The Engineer may desire to make a change in the Work described in the Contract Documents. This form shall be used to inform the Contractor of desired changes, and to direct the Contractor to submit a Request for Adjustment. If the time required for preparation and execution of a formal Change Order would result in delay or stoppage of the Work, or would allow a hazardous condition to exist, the Engineer may authorize and direct the Contractor to proceed with the changes described.

Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**

To: Oldcastle SW Group Inc. dba United Companies

From: City of Grand Junction

Date: December 16, 2022

Description of and justifications for change (attach supporting documents if necessary)

Bollards are located on site and need to be removed. The bollard is a removable type. Please salvage the top portion and provide to the City. The concrete encased anchor should be disposed.

The remnant path (asphalt and concrete) needs to be removed and disposed. Provide unit pricing to be paid from Minor Contract Revisions.

Sandstone rock that is excavated during subgrade preparations of the boat ramp may be stockpiled in the overflow parking area. (Continued on Page 2)

Recommended method of payment (Reference is made to Section VIII of the General Conditions):

- Unit Price(s) in Bid Schedule
 Unit Price(s) to be agreed upon and set forth in a Change Order or included under the Force Account Item
 Actual cost plus overhead and profit
 Lump Sum to be agreed upon and set forth in a Change Order or included under the Force Account Item

Recommended adjustment in Contract Time: 0 days _____

- Contractor is directed to submit a Request for Adjustment for but not proceed with the proposed changes described above.
 Contractor is directed to submit a Request for Adjustment and is authorized to proceed with the changes described above.

John Eklund

Digitally signed by John Eklund
 Date: 2022.12.20 11:26:11 -07'00'

20-Dec-2022

John Eklund, Project Engineer

Date

The Contractor acknowledges:

- that this is not a formal Change Order;
- that recommended methods of Contract Price and Contract Time adjustment are not binding;
- that a formal Change Order shall follow if changes are to be made;
- that any additional work performed by the Contractor unless directed otherwise above shall be at his expense, for which compensation is not due and will not be paid; and
- that a Request for Adjustment for the above changed work must be submitted within five Working Days.

Contractor's representative

Title

Date

WORK CHANGE REQUEST

(Continued)

Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**

16-Dec-22

To: Oldcastle SW Group Inc. dba United Companies

From: City of Grand Junction

Page 2 of 2

Description of and justifications for change (continued)

Closure of the entire parking area for the duration of construction is authorized. Please place orange fencing along the path to direct pedestrian and bike traffic around the work site. Night and weekend closure is acceptable with closure signs at the entrance to the parking lot, sought of the bike path crossing.

In lieu of either concrete or Class 6 structural fill, please provide an estimate for creating the circulation path with asphalt millings. Assume the depth and dimensions remain the same. This action would reduce/eliminate the Bid Alt for Class 6 of this Circulation Path. Provide unit pricing in cubic yard.

Removal of post and cable fence is authorized using the unit price established in the Bid Tabulation to be paid using the Minor Contract Revisions.



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

3794 County Road 109
Glenwood Springs, CO 81601
(970) 704-4800

13124 6175 Road
Montrose, CO 81403
(970) 249-1615

964 CR 63L
Telluride, CO 81435
(970) 728-3775

www.united-gj.com

To:	City Of Grand Junction	Contact:	John Ekland
Address:	250 North 5th Street Grand Junction, CO 81501	Phone:	970-244-1554
Project Name:	Redlands Parkway Shoreline Amenities And Bank Stabilization	Fax:	
Project Location:	Grand Junction, CO	Bid Number:	
		Bid Date:	9/27/2022

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Remove And Salvage Bollards	2.00	EACH	\$400.00	\$800.00
02	Remove Existing Asphalt	58.00	SY	\$17.10	\$991.80
03	Remove Existing Concrete	36.00	SY	\$23.05	\$829.80
04	Remove Existing Cable And Post Fencing	250.00	LF	\$5.35	\$1,337.50

Total Bid Price: \$3,959.10



PUBLIC WORKS & PLANNING

WORK CHANGE AUTHORIZATION No. 01

This form shall be used to authorize the Contractor to proceed with changes and/or additional work as described in a *Request for Adjustment* submitted by the Contractor.

Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**
 To: Oldcastle SW Group Inc. dba United Companies
 From: City of Grand Junction

<u>Reference Documents</u>	<u>Issued by</u>	<u>Dated</u>
<u>Field Order</u>	_____	_____
<u>Work Change Request</u>	_____	_____
<u>Request for Adjustment No. _____</u>	<u>Jacob Davis, United Companies</u>	<u>January 31, 2023</u>

Description of changes and additional work (attach supporting documents if necessary):

United Companies is authorized to purchase and install the Terratex HD Fabric under the concrete boat ramp as a separation layer for constructability. Estimated quantity not to exceed 300 SY unless approved in writing by the Project Engineer. Unit price to be included under the Force Account Item (MCR) is \$5.50 per SY for a total cost to the City of \$1,650.00. Pricing Request provided by United Companies is attached.

Method of payment (Reference is made to Section VIII of the General Conditions):

- Unit Price(s) in Bid Schedule
 Unit Price(s) as agreed upon and to be set forth in a Change Order
 Unit Price(s) as agreed upon and to be included under the Force Account Item
 Cost plus overhead and profit to be set forth in a Change Order
 Cost plus overhead and profit to be included under the Force Account Item
 Lump Sum as agreed upon and to be set forth in a Change Order
 Lump Sum as agreed upon and to be included under the Force Account Item

Adjustment in Contract Time: 0 Days

The City and the Contractor acknowledge:

- that methods of Contract Price and Contract Time adjustment as set forth above are binding;
- that a formal Change Order will follow if the changes and/or additional work are not to be included under the Force Account Item; and
- that any additional work performed by the Contractor unless directed otherwise shall be at his expense, for which compensation is not due and will not be paid.

Digitally signed by John Eklund
 Date: 2023.01.31 11:12:23-07'00'

John Eklund, Project Engineer

January 31, 2023

Date

Jacob Davis

Digitally signed by Jacob Davis
 Date: 2023.01.31 11:22:46 -07'00'

Project Manager

January 31, 2023

Contractor's representative

Title

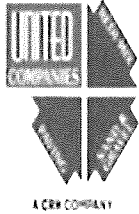
Date

WORK CHANGE AUTHORIZATION

(Continued)

Project: **Redlands Parkway Shoreline Amenities** a January 31, 2023
 To: Oldcastle SW Group Inc. dba United Comp Date
 From: City of Grand Junction Page 2 of 2

Description of changes and additional work (continued):



2273 River Road
 Grand Junction, CO 81506
 (970) 243-4900

3794 County Road 109
 Glenwood Springs, CO 81601
 (970) 704-4800

13124 6175 Road
 Montrose, CO 81403
 (970) 249-1615

964 CR 63L
 Telluride, CO 81435
 (970) 726-3775

www.united-g.com

To: City Of Grand Junction	Contact: John Ekland
Address: 250 North 5th Street Grand Junction, CO 81501	Phone: 970-244-1554
Project Name: Redlands Parkway Shoreline Amenities And Bank Stabilization	Fax:
Project Location: Grand Junction, CO	Bid Number:
	Bid Date: 9/27/2022

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Place Terratex HD Fabric Under Ramp	300.00	SY	\$5.50	\$1,650.00

Total Bid Price: \$1,650.00



PUBLIC WORKS & PLANNING

WORK CHANGE AUTHORIZATION No. 02

This form shall be used to authorize the Contractor to proceed with changes and/or additional work as described in a *Request for Adjustment* submitted by the Contractor.

Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**
 To: Oldcastle SW Group Inc. dba United Companies
 From: City of Grand Junction

<u>Reference Documents</u>	<u>Issued by</u>	<u>Dated</u>
<u>Field Order</u>	_____	_____
<u>Work Change Request</u>	_____	_____
<u>X Request for Adjustment No. _____</u>	<u>Jacob Davis, United Companies</u>	<u>January 27, 2023</u>

Description of changes and additional work (attach supporting documents if necessary):

Additional time requested is acceptable considering the delays as described. All work below Ordinary High Water Elevation (OHWM) or in the river must be completed and equipment removed before March 15 per USACE NWP conditions. Final acceptance deadline of 31 March 2023 is acceptable. This adds 31 Calendar Days to the contract which will be included in a Change Order. No costs or changes in scope of work are associated with this Work Change Authorization.

Method of payment (Reference is made to Section VIII of the General Conditions):

Unit Price(s) in Bid Schedule
 Unit Price(s) as agreed upon and to be set forth in a Change Order
 Unit Price(s) as agreed upon and to be included under the Force Account Item
 Cost plus overhead and profit to be set forth in a Change Order
 Cost plus overhead and profit to be included under the Force Account Item
 Lump Sum as agreed upon and to be set forth in a Change Order
 Lump Sum as agreed upon and to be included under the Force Account Item

Adjustment in Contract Time: 31 Days

The City and the Contractor acknowledge:

- that methods of Contract Price and Contract Time adjustment as set forth above are binding;
- that a formal Change Order will follow if the changes and/or additional work are not to be included under the Force Account Item; and
- that any additional work performed by the Contractor unless directed otherwise shall be at his expense, for which compensation is not due and will not be paid.

Digitally signed by John Eklund
 DN: C=US, E=john@city.org, O=City of Grand Junction, OU=Public Works, CN=John Eklund
 Date: 2023.02.27 08:47:16-0700'

John Eklund, Project Engineer

February 24, 2023
 Date

Jacob Davis

Digitally signed by Jacob Davis
 Date: 2023.02.27 07:56:21 -07'00'

Project Manager

2/27/2023

Contractor's representative

Title

Date



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

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

14802 W. 44th Ave
Golden, CO 80403
(303) 279-6611

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

January 27, 2023

John Eklund
City of Grand Junction Engineering

Re: Redland Parkway Boat Ramp
Time Extension

Mr. Eklund,

With the numerous issues that have come up on the Redlands Parkway Boat Ramp project, United Companies ("United") would like to ask for an additional time extension on the project. Below are a few issues that we have faced with the dewatering operation.

- 1) **Delayed start due to permit clarification issue.** At the precon on November 15, 2022 it was mentioned there was an issue with the permit to get into the river. The contract on the project was signed and executed on October 21, 2023 which was one day past the deadline for the permit. As such it took some time to get clarification on whether a new permit was going to be required or if the existing one could be amended. Due to this reason, United Companies felt it necessary to proceed with caution and not enter the water without this information. United had begun work to stockpile boulders to the site while we waited, however, this had caused delays in starting the dewatering of the project. The permit situation was resolved on December 9, 2023. Once the permit was in place we began to schedule working in the river which included building the cofferdam and setting up the care of water items. Once these items were in place, we were able to start dewatering the first week of January.
- 2) **Excessive dewatering of river and ground water.** Once pumping operations began, it was apparent early on that the situation was going to require more than previous projects. At the time of this letter, we have installed five pumps of various sizes ranging from 4" to 12". This project is often compared to two other projects, Las Colonias and the Persigo Diffuser. The project location is unique when compared to these other two because of where this project is situated in relation to the river channel. First, this project is located on the outside shore of a bend which will see more pressure for the river as it flows through the area and secondly, this project is at a much narrower part of the river making the water deeper. The layout of the river in this area would increase pressure at this location whereas the river at both Las Colonias and Persigo were wider (much wider in the case of Persigo) and both other locations are on straight sections. On the Persigo project we were also allowed to dewater approximately 6 weeks in advance in order to drawdown the ground water. This leads into the other issue we faced on this project. North of this area is a roughly 4 acre pond for a gravel pit which added to the amount of grand water that needed to be removed. This became apparent once the water level was low enough to see the water coming in from the North bank (opposite of the river).
- 3) **Depth and water pressure.** The depth of excavation on this project is also vastly different from the Las Colonias project. Las Colonias was able to build a small coffer dam with concrete jersey barriers and a bystander could easily see the barriers meaning the excavation depth was roughly



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

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

14802 W. 44th Ave
Golden, CO 80403
(303) 279-6611

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

3-4'. On this project we are seeing depths of roughly 8'-11'. The coffer dam has been constructed in the same manner but due to the above reasons (river layout and water depth) we are seeing a high pressure of water which is causing water to infiltrate underneath the coffer dam and leech even more than usual through ground water.

United is aware of the completion date in the permit the City has acquired for work in the river. With this date in mind, United would like to request a time extension to March 31, 2023 with the understanding that all work at or below the Ordinary High Water Level would be completed before the March 15, 2022 permit date.

Attached with this letter is a schedule showing the anticipated work plan for the remainder of the project. We believe the work at or below the OHW should easily get completed prior to the deadline.

We thank you for the opportunity to present this information and we look forward to hearing your decision.

Thank you,

Jacob Davis

City of Grand Junction
 Redlands Parkway Shoreline Amenities and Bank Stabilization
 January Progress Schedule

United Companies
 01/27/23

ID	Task Name	Duration	Start	Finish	2022							Nov 13, '22		Dec 25, '22		Feb 5, '23			Mar 19, '23		
					F	T	S	W	S	T	M	F	T	S	W						
1	422631 - Redlands Parkway Shoreline Amenities And Bank Stabilization	75 days	Mon 12/5/22	Mon 3/27/23																	
2	Mobilization	1 day	Mon 12/5/22	Mon 12/5/22																	
3	Work Time Duration	74 days	Tue 12/6/22	Mon 3/27/23																	
4	Clear And Grub	1 day	Tue 12/6/22	Tue 12/6/22																	
5	Care of Water	5 days	Tue 1/3/23	Mon 1/9/23																	
6	Unclassified Excavation	10 days	Mon 1/23/23	Fri 2/3/23																	
7	Compacted Subgrade	1 day	Thu 2/2/23	Thu 2/2/23																	
8	Place Roadbase	4 days	Thu 2/2/23	Tue 2/7/23																	
9	Place 75' Boat Ramp Slab & Adjacent Sidewalk	13 days	Mon 2/6/23	Wed 2/22/23																	
10	Place 45' Approach Slab & Adjacent Sidewalk	9 days	Thu 2/23/23	Tue 3/7/23																	
11	Place Remaining Sidewalk, Curb and Gutter	3 days	Wed 3/8/23	Fri 3/10/23																	
12	Cure Time	6 days	Wed 3/8/23	Wed 3/15/23																	
13	Place Class 6 Drive In	1 day	Thu 3/16/23	Thu 3/16/23																	
14	Place Boulders at Ramp Toe	4 days	Fri 3/17/23	Wed 3/22/23																	
15	Tie Offs	1 day	Thu 3/23/23	Thu 3/23/23																	
16	Revegetate	1 day	Fri 3/24/23	Fri 3/24/23																	
17	Cleanup	1 day	Mon 3/27/23	Mon 3/27/23																	
18	Project Complete	0 days	Mon 3/27/23	Mon 3/27/23																	



PUBLIC WORKS & PLANNING

WORK CHANGE AUTHORIZATION No. 03

This form shall be used to authorize the Contractor to proceed with changes and/or additional work as described in a *Request for Adjustment* submitted by the Contractor.

Project: **Redlands Parkway Shoreline Amenities and Bank Stabilization**
 To: Oldcastle SW Group Inc. dba United Companies
 From: City of Grand Junction

<u>Reference Documents</u>	<u>Issued by</u>	<u>Dated</u>
<u> </u> Field Order	_____	_____
<u> </u> Work Change Request	_____	_____
<u> X </u> Request for Adjustment No. <u> </u>	Jacob Davis, United Companies	January 27, 2023

Description of changes and additional work (attach supporting documents if necessary):

The additional rebar mat was required by the design engineer (RiverRestoration) and is approved. Cost to City is \$22,824.00. Asphalt Millings in lieu of Class 6 for the Drive/Circulation Path (Bid-Alt 01) is approved for placement above a geotextile fabric that has been approved for this project. Cost to City is a credit for Bid-Alt 01 of \$3,750.00 and cost for placement of asphalt millings of \$2,198.00. V-Pan as requested by Project Engineer in lieu of 6" riprap rock Apron to prevent trip hazard and improve drainage.


Method of payment (Reference is made to Section VIII of the General Conditions):

 Unit Price(s) in Bid Schedule
 X Unit Price(s) as agreed upon and to be set forth in a Change Order
 X Unit Price(s) as agreed upon and to be included under the Force Account Item
 Cost plus overhead and profit to be set forth in a Change Order
 Cost plus overhead and profit to be included under the Force Account Item
 Lump Sum as agreed upon and to be set forth in a Change Order
 Lump Sum as agreed upon and to be included under the Force Account Item

Adjustment in Contract Time: 0 Days

The City and the Contractor acknowledge:

- that methods of Contract Price and Contract Time adjustment as set forth above are binding;
- that a formal Change Order will follow if the changes and/or additional work are not to be included under the Force Account Item; and
- that any additional work performed by the Contractor unless directed otherwise shall be at his expense, for which compensation is not due and will not be paid.

 John Eklund, Project Engineer	<small>Digitally signed by John Eklund DN: cn=US, email=jeklund@cityofgj.org, o=City of Grand Junction, ou=Public Works, c=US, cn=John Eklund Date: 2023.03.08 15:09:19-0700</small>	March 6, 2023 Date
Jacob Davis Contractor's representative	Digitally signed by Jacob Davis Date: 2023.03.08 15:06:56 -07'00' Estimator/Project Manager	3/8/2023 Date

WORK CHANGE AUTHORIZATION No. 03

(Continued)

Project: **Redlands Parkway Shoreline Amenities a** March 6, 2023

To: Oldcastle SW Group Inc. dba United Comp. Date

From: City of Grand Junction

Page 2 of 2

Description of changes and additional work (continued):

Cost to City is \$12,596.00. Costs will be paid from Force Account and costs above contract amount will be incorporated into a Change Order. See United Pricing list and attachments for detail. No adjustment to Contract Time.

To:	City Of Grand Junction	Contact:	John Ekland
Address:	250 North 5th Street Grand Junction, CO 81501	Phone:	970-244-1554
Project Name:	Redlands Parkway Shoreline Amenities And Bank Stabilization	Bid Number:	
Project Location:	Grand Junction, CO	Bid Date:	9/27/2022

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Install Owner Provided Asphalt Millings (12" Thick)(Boat Ramp Approach And Drive Lane)	70.00	TON	\$31.40	\$2,198.00

Total Bid Price: \$2,198.00

To:	City Of Grand Junction	Contact:	John Ekland
Address:	250 North 5th Street Grand Junction, CO 81501	Phone:	970-244-1554
Project Name:	Redlands Parkway Shoreline Amenities And Bank Stabilization	Bid Number:	
Project Location:	Grand Junction, CO	Bid Date:	9/27/2022

We are pleased to propose the following:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Prep For V-Pan	1.00	LS	\$4,400.00	\$4,400.00
02	Pour V-Pan	120.00	LF	\$68.30	\$8,196.00

Total Bid Price: \$12,596.00



2399 Riverside Parkway ♦ P.O. Box 4150 ♦ Grand Junction, CO 81502 ♦ Phone 970-243-5669 ♦ Fax 970-245-2661 ♦ Email: mci@maysconcrete.com

CHANGE ORDER REQUEST

1/06/2023

To: United Companies
Attn: Jacob Davis
2273 River Road
Grand Jct., CO 81505
Ph.970/243-4900

Project Name: Redlands Pkwy. Ramp
Project No.:
Designer: River Restoration
Date of Plans: July 2022
Addenda: 3

COR / RFP No.: 001

Description: Rebar mat in ramp slabs

Actual job conditions in area of proposed change: Concrete work has not yet begun on the project.

Change Order justification: The bid plans show reinforcement for 8" concrete slabs as a single mat of #4 rebar on 14" centers on each of the three (3) Typical Sections. As the specifications required #5 rebar, Mays made a reasonable interpretation of the drawings and bid the 8" concrete slabs with a single mat of #5 rebar on 14" centers. A post-bid RFI requesting approval of this reinforcement was submitted in mid-November 2022, and was not responded to until the first week of January 2023, when Glenwood Structural & Civil responded that the 8" slabs should be reinforced with a double mat of #5 on 12" centers. The "Concrete Ramp Surface Finish" detail on sheet R03 was cited as their basis for this response. A single "Surface Finish" detail which shows the finish geometry does not take precedence over three Typical Sections which show concrete thickness and reinforcement. It was not until the second set of post-bid plan revisions that the various sections and details were changed (and renamed, in the case of the Surface Finish detail) so that they agreed with one another. Based on the information in the bid plans as well as the 12/23/22 post-bid revised plans, the addition of a second mat of reinforcement in the 8" slabs is a cost issue.

Description of work to be performed: Install an additional mat of #5 epoxy rebar at 12" spacing OCEW, including furnishing and installing 1 1/2" slab bolsters between the rebar mats. Area to receive double mat encompasses the boat ramp and revised approach slabs, an area of 4,320 square feet. Estimated weight of rebar required is 10,800 pounds. Cost shown does not include markup.

Mr. Jacob Davis
Ramp COR 001
1/06/2023

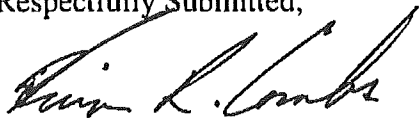
Cost Summary:

Additional mat of #5 rebar 10,800 LB	<u>\$22,824.00</u>
Net Add This Change Order Request	\$22,824.00

Request for Change in Contract Time: Four (4) working days

Please let me know if you have any questions or need additional information.

Respectfully Submitted,



Kevin R. Combs
Project Manager

KRC: kr
cc: file



NOTICE TO PROCEED

Date: November 3, 2022

Contractor: Oldcastle SW Group, Inc. dba United Companies.

Project: Redlands Parkway Shoreline Amenities & Bank Stabilization IFB-5108-22-DD

In accordance with the contract dated October 21, 2022, the Contractor is hereby notified to begin work on the Project on or before immediately.

The date of final completion as determined is February 28, 2023.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Oldcastle SW Group, Inc. dba United Companies

By: DocuSigned by:
Kyle Alpha
B3752CF41F9A4F1... _____

Print Name: Kyle Alpha

Title: Vice President/G.M.

Date: 11/3/2022



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 21st day of October 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 Oldcastle SW Group, Inc. dba United Companies, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project including all addenda; **Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD**
- c. Notice of Award
- d. Contractors Response to the Solicitation

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

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Seven Hundred, Seventy-Four Thousand, Two Hundred, Ninety-Eight and 80/100 (\$774,298.80) for the Base Bid.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
Duane Hoff Jr. Contract Administrator

10/28/2022
Date

Oldcastle SW Group, Inc. dba United Companies

DocuSigned by:
By: Kyle Alpha
Kyle Alpha, General Manager

10/26/2022
Date



NOTICE OF AWARD

Date: October 21, 2022
Company: Oldcastle SW Group, Inc. dba United Companies
Project: Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD

You have been awarded the City of Grand Junction Odor Control Improvements Project IFB-5108-22-DD for a total price of **\$774,298.80 (Base Bid Only)**.

Please notify John Eklund City of Grand Junction Public Works Project Engineer at 970-244-1558 or johne@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Oldcastle SW Group, Inc. dba United Companies

By: *Kyle Alpha*
B3752CF41F9A4F1...

Title: vice President/G.M.

Date: 10/26/2022



Purchasing Division

Invitation for Bid

IFB-5108-22-DD

Redlands Parkway Shoreline Amenities and Bank Stabilization

Responses Due:

September 27, 2022 Prior to 2:00 PM

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)
www.bidnetdirect.com/colorado

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

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

Purchasing Representative:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

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
Section 3	Statement of Work
Section 4	Contractor's Bid Form Bid Schedule w/ Alternates: Redlands Parkway Shoreline Amenities and Bank Stabilization

Attachments

- A. River Construction Specifications
- B. Redland Parkway Boat Ramp Specifications
- C. 2021.08.20-NWP-Verify-202100041

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 for Odor Control Improvement. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org

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

- 1.2 Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on September 12, 2022 at 10:00 am. Meeting location shall be at the Redlands Parkway location (Directions From 24 Rd, continue south, then continue west on Redlands Parkway. Turn left into the boat ramp parking lot (approx. lat/long: 39.089872, - 108.618374)** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**
- 1.3. Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the solicitation document. Contractors may view their approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

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

Solicitation Opening Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD
Sep 27, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/138725621>

You can also dial in using your phone.
Access Code: 138-725-621
United States: [+1 \(571\) 317-3122](tel:+15713173122)

Join from a video-conferencing room or system.
Meeting ID:
138-725-621
Dial in or type:
67.217.95.2 or inroomlink.goto.com
Or dial directly:
138725621@67.217.95.2 or 67.217.95.2##138725621
Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

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

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. General Contract Conditions for Construction Projects

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

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

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

actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

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

such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

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

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

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **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 contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. 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 **\$1,500.00** (per CDOT Section 108) is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages

clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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

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

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

2.27. Contingency/Force Account/Minor Contract Revisions: Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.

2.28. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

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

- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ

workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et. seq.* (House Bill 06-1343).

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

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;

- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.60.1. "Public project" is defined as:

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

3. Statement of Work

3.2. GENERAL: The City of Grand Junction is soliciting competitive bid from qualified and interested companies for all labor, equipment, and materials required to stabilize the bank and construct shoreline improvements, including a concrete boat ramp at the Redlands Parkway Boat Launch on the Colorado River in Grand Junction, Colorado. Specifications contained in this solicitation are intended solely for the purpose of this project.

3.3. PROJECT DESCRIPTION: The Redlands Parkway Boat Ramp is a popular access to the Colorado River and serves as access for emergency personnel. The parking area at this location also serves as an access to the Blue Heron and Monument View sections of the Riverfront Trail System. This project will replace the primitive river access with a concrete boat ramp, small craft walk-in access, beach access, and expand and improve parking for general use.

3.4. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on September 12, 2022 at 10:00 am. Meeting location shall be at the Redlands Parkway location. Directions are From 24 Rd, continue south, then continue west on Redlands Parkway. Turn left into the boat ramp parking lot (approx. lat/long: 39.089872, -108.618374).

The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting**

shall not be eligible to submit a bid response to this solicitation process for this project.

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

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

3.3.3 Project Manager: The Project Manager for the Project is John Eklund, Project Engineer, who can be reached at (970)-244-1558. 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: John Eklund, Project Manager
333 West Ave. Bldg. C
Grand Junction, CO 81501

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

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

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

- 1C. Stream and Stormwater
- 2D. Concrete Roadway Paving

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

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

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

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

Contractor must meet all federal, state, and local rules, regulations, and

requirements for providing such services.

3.3.9 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the bidder's response (bid) to the IFB, (4) clarification of the bid, if any, and (5) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

3.3.10 Time of Completion: The scheduled time of Completion for the Project is 93 calendar days from the starting date specified in the Notice to Proceed. The In-Stream construction shall not occur between March 15 and September 15.

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

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

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

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

3.3.13 Permits: The CONTRACTOR shall comply with all applicable requirements set forth in all permits obtained for this project. A partial list of permits required, with associated terms and conditions includes:

- **US Army Corps of Engineers Nationwide Permit Verification SPK-2021-00041**
- **Nationwide Permit (NWP) #33 and #42**

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

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

3.3.19 Traffic Control: Contractor shall submit a Traffic Control Plan to include the Roads, Parking Areas, Path, and River, to be approved by the Owner. No construction activities shall impede public traffic patterns prior to written approval from the Owner. Any necessary traffic control plan shall be submitted to the Owner for approval with seven (7) days' notice for review. If Contractor finds it necessary to close any Roads or Paths or re-route traffic, the Owner shall work with the Contractor to approve a reasonable alternative route.

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

3.3.20 Clean-Up: The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

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

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

- Project Schedule
- Traffic Control Plan
- Care of Water Plan

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

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

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

3.3.26 Existing Utilities and Structures: The Contractor shall field-locate and mark all utilities within or adjacent to the Project. Any utility locations marked on plans are approximate and actual field location of any utility is wholly the responsibility of the Contractor. Contractor shall protect in place all utilities.

3.3.27 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.

3.3.28 Survey: The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey. The Contractor shall provide survey services per the bid schedule.

Construction Surveying and "As-Built" Drawings: In addition to Items I and II in the General Terms and Conditions Section 54, As-Built record information will be provided to and approved by City Staff prior to Final Acceptable of the Project. Information to be provided must be in electronic format (e.g., CAD and/or survey files) along with a PDF showing As-Built drawings and records. Electronic Information for As-Built Records shall include, but is not limited to verification of all horizontal and vertical changes in finished grade, pavement, flowlines, sidewalk, breaklines, top and toe of bank elevations, and any utilities information suitable for the City to maintain Utility records to the standards set forth in the Colorado 811 Call/Subsurface Utility Law (Effective 8 August 2018) and standards as described in American Society of Civil Engineers (ASCE) Standard Guidelines for the Collection & Depiction of Existing Subsurface Utility Data (ASCE 38-02)

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

- The City shall provide the Pre-Construction Condition Assessment.

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

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

3.5. SCOPE OF WORK: The scope of this project is to construct one (1) boat ramp, install boulder bank terracing, enhance pedestrian access, and enhance upland parking area and amenities. Design features including:

- Identify and maintain erosion control measures and BMPs;
- Protect in-place park and facilities, all utilities, paths, parking lots, all structures, and all mature trees;
- Divert and care for the Colorado River;
- Install approximately 100 CY of Concrete Slab with filtered backing;
- Install approximately 230 SY of Concrete Sidewalk 6" thick;
- Install approximately 1,700 tons of boulders (36" min diameter) for the stabilization of the ramp toe and terraced landing;
- Install concrete sidewalk, curb, and gutter access path;
- Install approximately 1,300 square yards of erosion control blankets with topsoil and seeding;

- Topsoil and seed approximately 0.9 acres;
- Excavate approximately 4,500 cubic yards of unclassified excavation removed from the channel and backs and dewatered as necessary;
- Restore construction staging areas and access areas to equal or better than condition before construction began;

In accordance with the Construction Specifications (**SEE ATTACHMENT A**) as shown on the Project Drawings. Project Drawings (**SEE ATTACHMENT B**) includes 35 plates; G01 is the cover page, EC01-EC05 are erosion control drawings and details for work not included in these specifications, R01-R15 and L01-L10 are construction drawings for work included in these specifications, and D01-D04 show associated details.

Letter of Compliance (**SEE ATTACHMENT C**) for U.S. Army Corps of engineers Nationwide Permits (NWP) 42 and 33. All activities must be performed in compliance with the stated general and specific conditions described herein.

3.6. Attachments:

Attachment A: River Construction Specifications

<http://trimview.gjcity.org/?=SOLDOC/24566>

Attachment B: Redland Parkway Boat Ramp Specifications

<http://trimview.gjcity.org/?=SOLDOC/24568>

Attachment C: 2021.08.20-NWP-Verify-202100041

<http://trimview.gjcity.org/?=SOLDOC/24567>

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 with Alternates**
- **References**

3.8. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on or about	August 30, 2022
Mandatory Pre-Bid Meeting	September 12, 2022
Pre-Qualification Application Deadline	September 15, 2022
Inquiry deadline, no questions after this date	September 21, 2022
Addendum Posted	September 22, 2022
Submittal deadline for proposals	September 27, 2022
City Council Approval	October 19, 2022
Notice of Award & Contract execution	October 24, 2022
Bonding & Insurance Cert due	October 31, 2022
Preconstruction meeting	November 8, 2022
Work begins no later than	November 14, 2022
Final Completion	February 28, 2023
Holidays:	
Labor Day	September 5, 2022

Veterans Day
Thanksgiving
Christmas Observed
New Year's Observed
MLK Day
President's Day

November 11, 2022
November 24/25, 2022
December 26, 2022
January 2, 2023
January 16, 2023
February 20, 2023

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5108-22-DD "Redlands Parkway Shoreline Amenities and Bank Stabilization"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

Bid Schedule: Redlands Parkway Shoreline Amenities and Bank Stabi zation

Item No.	CDOT, City Ref.	Description	Base Project - Boat Ramp and Bank Stabilization				Add Alternate #1 - Small Craft Put-In				Add Alternate #2 - Upland Improvements and Parking					
			Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price		
1	626	Mobilization/Demobilization/Bonding/Insurance		Lump Sum	---	\$ _____										
2	625	Construction Survey/Staking/As-Built		Lump Sum	---	\$ _____										
3		Traffic Control		Lump Sum	---	\$ _____										
4																
5		Erosion Control		Lump Sum	---	\$ _____										
6		Care of Water (COW) Practices		Lump Sum	---	\$ _____										
7																
8		Clear and Grub	20,545.	SF	§ _____	\$ _____	1,105.	SF	§ _____	\$ _____	70,576.	SF	§ _____	§ _____		
9		Unclassified Excavation	3,471.	CY	§ _____	\$ _____	914.	CY	§ _____	\$ _____	76.	CY	§ _____	§ _____		
10		Stockpile Excavated Material Onsite for Backfilling	141.	CY	§ _____	\$ _____	87.	CY	§ _____	\$ _____	76.	CY	§ _____	§ _____		
11		Haul-Off and Disposed of Excess Excavation	3,329.	CY	§ _____	\$ _____	827.	CY	§ _____	\$ _____						
12		Remove Cable Fencing									1,465.	LF	§ _____	§ _____		
13		98% Compacted Subgrade on Undisturbed Aluvium	6,066.	SF	§ _____	\$ _____					1,230.	SF	§ _____	§ _____		
14		Furnish and Install 12" CDOT Class-6 Road Base	375.	TON	§ _____	\$ _____					76.	TON	§ _____	§ _____		
15		Furnish and Install 1" Rounded Gravel between Boulder Landings					35.	CY	§ _____	\$ _____						
16		Furnish and Install 3"-Minus Backfill between Boulder Landings below OHWM					20.	CY	§ _____	\$ _____						
17		Structural Backfill Class III (6" minus)	18.	CY	§ _____	\$ _____										
18		Furnish and Stockpile Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	§ _____	\$ _____	662.	TON	§ _____	\$ _____						
19		Install Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	§ _____	\$ _____	662.	TON	§ _____	\$ _____						
20		Furnish and Stockpile Slabstone for Terraced Access and Bank Stabilization					102.	TON	§ _____	\$ _____						
21		Install Slabstone for Terraced Access and Bank Stabilization					102.	TON	§ _____	\$ _____						
22		Furnish and Install Landscape									523.	TON	§ _____	§ _____		
23	608	Furnish and Install 6" Thick Concrete Sidewalk (includes 6" thick Class-6 Road Base)	327.	SY	§ _____	\$ _____										
24	609	Curb and Gutter (Includes 6" thick Class-6 Road Base)	260.	LF	§ _____	\$ _____										
25	412	Reinforced Concrete Pavement (8" Thick)	71.	CY	§ _____	\$ _____					30.	CY	§ _____	§ _____		
26		Furnish and Install Non-Woven Filter Fabric	604.	SY	§ _____	\$ _____	632.	SY	§ _____	\$ _____						
27		Concrete Finish (Special - Boat Ramp)	2,700.	SF	§ _____	\$ _____										
28		Furnish and Install Parking Delineation									2,900.	LF	§ _____	§ _____		
29		Furnish and Install Boat Staging Tie-Offs	8.	EA	§ _____	\$ _____										
MCR		Minor Contract Revisions	---	---	---	\$ _____	---	---	---	\$ _____	---	---	---	\$ _____	---	---

Base Bid Amount: \$ _____

Add Alternate #1 Bid Amount: \$ _____

Add Alternate #2 Bid Amount: \$ _____

Bid Amount: _____ dollars

_____ dollars

_____ dollars



Purchasing Division

ADDENDUM NO. 1

DATE: August 29, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5108-22-DD Redlands Parkway Shoreline Amenities and Bank Stabilization

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

Please make note of the following clarifications:

1. Correction to Solicitation; Section 1 **Instruction to Bidders**
1.1 Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the ***Redlands Parkway Shoreline Amenities and Bank Stabilization***. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: September 14, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD

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

Please make note of the following clarifications:

1. Q. Are you requiring a specific source for slab stone?
 - A. It is the responsibility of the contractor to procure and install slab stone per plans and project specifications.
2. Q. Can a temporary extension/permit be had to allow for more time?
 - A. Time allowed for work below Ordinary High-Water Mark (OHWM) is dictated by the conditions provided in the verification of USACE Nationwide Permit 42 and Regional General Permit 37. No work is allowed below the OHWM between March 15 and September 15 in order to comply with the Endangered Species Act.
3. Q. Is the construction time for the add alternates included in the 93 calendar days? If so, can we get more time assigned to the add alternates, if awarded. If not, please indicate what each add alternate construction time frame would be.
 - A. Reasonable requests from the selected contractor for additional time will be considered by the City for improvements above the OHWM. Any such adjustments to the contract time will be approved through a Change Order per Standard City Contract Documents. Refer to question 2 for improvements below OHWM.
4. Q. Should the turnaround be included in the base bid, vs the add alternate?
 - A. Concrete turnaround shall be included in base bid rather than Add Alternate 2 – Upland Improvements. A Bid Alternate for CDOT Class-6 Road Base has been added to the Bid Schedule as a possible replacement of the concrete circulation drive. **Refer to the revised attached Revised Bid Schedule.**

5. Q. Is it possible for the contract award go to City Council for approval sooner than the October 19, 2022 meeting?
- A. For several reasons it is not possible to move contract approval for this project to an earlier City Council meeting. However, the timeframe for items following City Council award (Notice of Award, Bonding & Insurance, Preconstruction Meeting, etc.) can be abbreviated to issue Notice to Proceed earlier.
6. Q. Has the river bottom been surveyed? If so, can you please provide the survey?
- A. RiverRestoration conducted a hydro survey during the design phase of this project. The electronic files of this data can be provided to the selected bidder once under contract.
7. Q. For bank stabilization, can you please define all acceptable rock materials, types, dimensions, shapes, etc.
- A. Properties of rock materials are provided in the Project Technical Specifications Section 4.05.
8. Q. Who is responsible for managing turbidity? Are permits required, and if so, who's responsibility is it to obtain?
- A. It is the responsibility of the contractor to obtain all required permits for this project not previously obtained by the City or Project Engineer. Refer to IFB-5108-22-DD Section 3.3.12-13.
9. Q. If contractors have alternative suggestions for managing the turbidity, the City welcomes their suggestions, but they must be received by the City prior to the Inquiry Deadline in the solicitation process.

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

All other conditions of subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Bid Schedule: Redlands Parkway Shoreline Amenities and Bank Stabilization
Revised per IFB-5108-22-DD Addendum #2

Item No.	CDOT, City Ref.	Description	Base Project - Boat Ramp and Bank Stabilization				Add Alternate #1 - Small Craft Put-In				Add Alternate #2 - Upland Improvements and Parking					
			Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price		
1	626	Mobilization/Demobilization/Bonding/Insurance	Lump Sum		---	\$ _____										
2	625	Construction Survey/Staking/As-Built	Lump Sum		---	\$ _____										
3		Traffic Control	Lump Sum		---	\$ _____										
4																
5		Erosion Control	Lump Sum		---	\$ _____										
6		Care of Water (COW) Practices	Lump Sum		---	\$ _____										
7																
8		Clear and Grub	20,545.	SF	\$ _____	\$ _____	1,105.	SF	\$ _____	\$ _____	70,576.	SF	\$ _____	\$ _____		
9		Unclassified Excavation	3,471.	CY	\$ _____	\$ _____	914.	CY	\$ _____	\$ _____	76.	CY	\$ _____	\$ _____		
10		Stockpile Excavated Material Onsite for Backfilling	141.	CY	\$ _____	\$ _____	87.	CY	\$ _____	\$ _____	76.	CY	\$ _____	\$ _____		
11		Haul-Off and Disposed of Excess Excavation	3,329.	CY	\$ _____	\$ _____	827.	CY	\$ _____	\$ _____						
12		Remove Cable Fencing									1,465.	LF	\$ _____	\$ _____		
13		98% Compacted Subgrade on Undisturbed Alluvium	6,066.	SF	\$ _____	\$ _____					1,230.	SF	\$ _____	\$ _____		
14		Furnish and Install 12" CDOT Class-6 Road Base	375.	TON	\$ _____	\$ _____					76.	TON	\$ _____	\$ _____		
15		Furnish and Install 1" Rounded Gravel between Boulder Landings					35.	CY	\$ _____	\$ _____						
16		Furnish and Install 3"-Minus Backfill between Boulder Landings below OHWM					20.	CY	\$ _____	\$ _____						
17		Structural Backfill Class III (6" minus)	18.	CY	\$ _____	\$ _____										
18		Furnish and Stockpile Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	\$ _____	\$ _____	662.	TON	\$ _____	\$ _____						
19		Install Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	\$ _____	\$ _____	662.	TON	\$ _____	\$ _____						
20		Furnish and Stockpile Slabstone for Terraced Access and Bank Stabilization					102.	TON	\$ _____	\$ _____						
21		Install Slabstone for Terraced Access and Bank Stabilization					102.	TON	\$ _____	\$ _____						
22		Furnish and Install Landscape Boulder									523.	TON	\$ _____	\$ _____		
23	608	Furnish and Install 6" Thick Concrete Sidewalk (includes 6" thick Class-6 Road Base)	327.	SY	\$ _____	\$ _____										
24	609	Curb and Gutter (Includes 6" thick Class-6 Road Base)	260.	LF	\$ _____	\$ _____										
25	412	Reinforced Concrete Pavement (8" Thick)	101.	CY	\$ _____	\$ _____										
26		Furnish and Install Non-Woven Filter Fabric	604.	SY	\$ _____	\$ _____	632.	SY	\$ _____	\$ _____						

**Bid Schedule: Redlands Parkway Shoreline Amenities and Bank Stabilization
Revised per IFB-5108-22-DD Addendum #2**

Item No.	CDOT, City Ref.	Description	Base Project - Boat Ramp and Bank Stabilization				Add Alternate #1 - Small Craft Put-In				Add Alternate #2 - Upland Improvements and Parking			
			Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price
27		Concrete Finish (Special - Boat Ramp)	2,700.	SF	₹ _____	\$ _____								
28		Furnish and Install Parking Delineation												
29		Furnish and Install Boat Staging Tie-Offs	8.	EA	₹ _____	\$ _____								
BA-01	Bid Alt	Furnish and Install CDOT Class-6 Road Base Circulation Drive in Lieu of Concrete (Reduces Item 25 by 30 CY)	30.	CY	₹ _____	\$ _____								
MCR		Minor Contract Revisions	---	---	---	\$ 25,000.00	---	---	---	\$ -	---	---	---	\$ -

Base Bid Amount: \$ _____

Add Alternate #1 Bid Amount: \$ _____

Add Alternate #2 Bid Amount: \$ _____

Bid Amount: _____ dollars

_____ dollars

_____ dollars



Purchasing Division

ADDENDUM NO. 3

DATE: September 21, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD

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

Please make note of the following clarifications:

1. **Question:** Item #26 Non-woven fabric – Is this item for all the Project or just specific areas? This item is noted in the plan as installed in various areas...with the boat ramp toe boulders, underneath the boat ramps and all the bank stabilizations.

Also, in the spec (4.04, page TS-16) it gives 2 different types of fabric, Hydrodrain 300 and non-woven 8 oz, but on the plans, the only fabric that is noted is "non-woven filter fabric" and "continuous non-woven filter fabric". Is there to be a difference in the plan notes or are we to go with the minimum 40% coverage with the Hydrodrain as stated in the spec and the contractor decides where to install?

Answer: The filter fabric is only required where noted in the construction plans. The standard specifications include the Hydrodrain 300, but all areas called out in the plans for this Project could use just the non-woven 8 oz filter fabric (Mirafi 180N or equivalent).

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive, flowing style.

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: September 27, 2022

Project: IFB-5108-22-DD "Redlands Parkway Shoreline Amenities and Bank Stabilization"

Bidding Company: Oldcastle SW Group Inc. dba United Companies

Name of Authorized Agent: Dorothy Feil, Secretary

Email jacob.davis@unitedco.com

Telephone 970-243-4900 Address 2273 River Road

City Grand Junction State CO Zip 81505

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

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

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

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

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

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

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

State number of Addenda received: 1, 2, 3

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

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

Company: Oldcastle SW Group Inc. dba United Companies

Authorized Signature: *Dorothy Feil*

Title: Dorothy Feil, Secretary



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>Mays Concrete</u>	<u>Concrete Work</u>	<u>23.8%</u>
<u>Rolland Engineering</u>	<u>Surveying</u>	<u>2.5%</u>
<u> </u>	<u> </u>	<u> </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 Schedule: Redlands Parkway Shoreline Amenities and Bank Stabilization
Revised per IFB-5108-22-DD Addendum #2

Item No.	CDOT, City Ref.	Description	Base Project - Boat Ramp and Bank Stabilization				Add Alternate #1 - Small Craft Put-In				Add Alternate #2 - Upland Improvements and Parking					
			Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price		
1	626	Mobilization/Demobilization/Bonding/Insurance	Lump Sum		---	\$ 69,500.00										
2	625	Construction Survey/Staking/As-Built	Lump Sum		---	\$ 24,150.00										
3		Traffic Control	Lump Sum		---	\$ 19,950.00										
4																
5		Erosion Control	Lump Sum		---	\$ 62,530.00										
6		Care of Water (COW) Practices	Lump Sum		---	\$ 31,480.00										
7																
8		Clear and Grub	20,545.	SF	\$ 0.20	\$ 4,109.00	1,105.	SF	\$ 2.15	\$ 2,375.75	70,576.	SF	\$ 0.10	\$ 7,057.60		
9		Unclassified Excavation	3,471.	CY	\$ 16.60	\$ 57,618.60	914.	CY	\$ 17.50	\$ 15,995.00	76.	CY	\$ 21.00	\$ 1,596.00		
10		Stockpile Excavated Material Onsite for Backfilling	141.	CY	\$ 13.50	\$ 1,903.50	87.	CY	\$ 13.65	\$ 1,187.55	76.	CY	\$ 15.60	\$ 1,185.60		
11		Haul-Off and Disposed of Excess Excavation	3,329.	CY	\$ 22.50	\$ 74,902.50	827.	CY	\$ 22.50	\$ 18,607.50						
12		Remove Cable Fencing									1,465.	LF	\$ 6.05	\$ 8,863.25		
13		98% Compacted Subgrade on Undisturbed Aluvium	6,066.	SF	\$ 0.40	\$ 2,426.40					1,230.	SF	\$ 0.40	\$ 492.00		
14		Furnish and Install 12" CDOT Class-6 Road Base	375.	TON	\$ 45.00	\$ 16,875.00					76.	TON	\$ 55.00	\$ 4,180.00		
15		Furnish and Install 1" Rounded Gravel between Boulder Landings					35.	CY	\$ 84.00	\$ 2,940.00						
16		Furnish and Install 3"-Minus Backfill between Boulder Landings below OHWM					20.	CY	\$ 77.15	\$ 1,543.00						
17		Structural Backfill Class III (6" minus)	18.	CY	\$ 115.00	\$ 2,070.00										
18		Furnish and Stockpile Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	\$ 124.00	\$ 133,176.00	662.	TON	\$ 124.00	\$ 82,088.00						
19		Install Boulder for Ramp Toe, Terraced Access and Bank Stabilization	1,074.	TON	\$ 12.00	\$ 12,888.00	662.	TON	\$ 11.60	\$ 7,679.20						
20		Furnish and Stockpile Slabstone for Terraced Access and Bank Stabilization					102.	TON	\$ 155.00	\$ 15,810.00						
21		Install Slabstone for Terraced Access and Bank Stabilization					102.	TON	\$ 25.15	\$ 2,565.30						
22		Furnish and Install Landscape Boulder									523.	TON	\$ 136.00	\$ 71,128.00		
23	608	Furnish and Install 6" Thick Concrete Sidewalk (includes 6" thick Class-6 Road Base)	327.	SY	\$ 132.00	\$ 43,164.00										
24	609	Curb and Gutter (Includes 6" thick Class-6 Road Base)	260.	LF	\$ 61.25	\$ 15,925.00										
25	412	Reinforced Concrete Pavement (8" Thick)	101.	CY	\$ 1,580.00	\$ 159,580.00										
26		Furnish and Install Non-Woven Filter Fabric	604.	SY	\$ 10.20	\$ 6,160.80	632.	SY	\$ 4.25	\$ 2,686.00						

Bid Schedule: Redlands Parkway Shoreline Amenities and Bank Stabilization
Revised per IFB-5108-22-DD Addendum #2

Item No.	CDOT, City Ref. Description	Base Project - Boat Ramp and Bank Stabilization				Add Alternate #1 - Small Craft Put-In				Add Alternate #2 - Upland Improvements and Parking			
		Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price	Quantity	Units	Unit Price	Total Price
27	Concrete Finish (Special - Boat Ramp)	2,700.	SF	\$ 0.60	\$ 1,620.00								
28	Furnish and Install Parking Delineation									2,900.	LF	\$ 7.50	\$ 21,750.00
29	Furnish and Install Boat Staging Tie-Offs	8.	EA	\$ 690.00	\$ 5,520.00								
BA-01	Bid Alt Furnish and Install CDOT Class-6 Road Base Circulation Drive in Lieu of Concrete (Reduces Item 25 by 30 CY)	30.	CY	\$ 125.00	\$ 3,750.00								
MCR	Minor Contract Revisions	---	---	---	\$ 25,000.00	---	---	---	\$ -	---	---	---	\$ -

Base Bid Amount: \$ 774,298.80

Add Alternate #1 Bid Amount: \$ 153,477.30

Add Alternate #2 Bid Amount: \$ 116,252.45

Bid Amount:
Seven Hundred Seventy Four Thousand Two Hundred Ninety Eight Dollars and
eighty cents

One Hundred Fifty Three Thousand
Four Hundred seventy seven dollars
and thirty cents

One Hundred Sixteen Thousand Two
Hundred Fifty Two Dollars and
forty five cents



Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for **IFB-5108-22-DD Redlands Parkway Shoreline Amenities and Bank Stabilization** .

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

Signed and sealed this **27th** day of **September** A.D. ,**2022**.

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



By *Dorothy Feil*

Dorothy Feil, Secretary

Dana Duffy
Dana Duffy *Witness*

Sona VanHorn
SonaVanHorn *Witness*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By *Greg White* ^{Surety} (SEAL)
Greg White, Attorney in Fact

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of March A.D. 2022.



ATTEST:

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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 27th day of September, 2022.



MJ Pethick

Mary Jean Pethick, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

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

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

I. ELECTION OF OFFICERS

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

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

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

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

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

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

II. REMOVALS

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

III. AUTHORIZATION OF TRADE AND DIVISIONAL NAMES

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

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


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

IV. MISCELLANEOUS

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

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

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

DocuSigned by:

C814F8E5159A404...
Scott Parson
1/21/2020



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

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

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

City of Grand Junction
IFB-5108-22-DD
Redlands Parkway Shoreline Amenities and Bank Stabilization

References:

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



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

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

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

FHWA-Central Federal Lands, Highway Division, Project Manager and Construction Operations Engineer, Micah Leadford, 720-963-3498, Email: micah.leadford@dot.gov

FHWA, Central Federal Lands Highway Division, Anthony Galardi, 720-963-3669

Yampa Valley Regional Airport, David Ruppel, YVRA, 970-276-5001

Yampa Valley Airport Authority, Kevin Booth, 970-276-5000

Dowl (Buckhorn Geotech), Dan Quiqley, 970-249-6828

Harris Water Engineering, Inc., Brett Sherman, 970-259-1028, 970-799-2555, brett@durangowater.com

Harris Water Engineering, Inc., Brett Sherman P.E., 970-259-1028, 970-799-2555

Alpine Land Consulting, Greg Anderson, 970-708-0326

Alpine Engineering, Glen Palmer P.E., 970-926-3373

The Applegate Group, Teddy Martinez P.E., 970-945-9686

Goff Engineering and Survey Inc., Ron Harries PE, 970-247-1705

Kraemer North America, Matt Hogan, 303-356-7191

The Neenan Company, Erik Bergstrom, 303-990-4676

Fortenberry Construction, Paul Ricks, 970-728-4321, 970-729-0330

Overly Construction, Dennis Overly, 970-728-5305

Minnesota Ditch Company, Willie Kistler, 970-424-7637

New Horizon Mine, Frank Ferris, 970-864-2165

Twin Buttes of Durango, Willie Wilson, LLC, 970-729-3405

Bank Reference:

Wells Fargo – Steve Irion, 970-248-4841



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2022

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 Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401 www.LibertyMutual.com	CONTACT NAME: Valerie Reece PHONE (A/C No. Ext): 513-867-3822 E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Oldcastle SW Group, Inc. (102-GRA) 2273 River Road Grand Junction CO 81505	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Liberty Insurance Corporation	NAIC # 42404
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 71097392** **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 <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	<input checked="" type="checkbox"/> WA7-C8D-004095-022 All except OH, ND, WA, WY <input type="checkbox"/> WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Redlands Parkway Shoreline Amenities & Bank Stabilization IFB-5108-22-DD.
 City of Grand Junction, Colorado is listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract.
 Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction, Colorado
 250 N. 5th Street
 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

Valerie Reece

Valerie P. Reece

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

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

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

whichever is less.

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

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

Policy Number TB2-C81-004095-112
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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 we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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

POLICY NUMBER: AS2-C81-004095-122

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-C81-004095-122
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: AS2-C81-004095-122

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

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

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

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total

manual premium.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022

Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond Number: 9413854

CONTRACTOR:

(Name, legal status and address)

Oldcastle SW Group, Inc. dba United Companies
2273 River Rd
Grand Junction, CO 81502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: Illinois

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date: October 21, 2022

Amount: \$774,298.80

Description: (Name and location)

Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD

BOND

Date: November 1, 2022

(Not earlier than Construction Contract Date)

Amount: \$774,298.80

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Oldcastle SW Group, Inc. dba United Companies

Signature: 

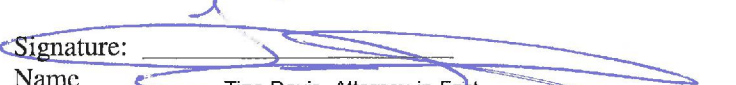
Name Kyle Alpha

And Title: Vice President

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

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature: 

Name Tina Davis, Attorney-in-Fact

And Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:
Marsh

Marsh USA Inc.
15 W South Temple Ste 700
Salt Lake City, UT 84101

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

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond Number: 9413854

CONTRACTOR:

(Name, legal status and address)

Oldcastle SW Group, Inc. dba United Companies
2273 River Rd
Grand Junction, CO 81502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: Illinois

OWNER:

(Name, legal status and address)

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

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

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

CONSTRUCTION CONTRACT

Date: October 21, 2022

Amount: \$774,298.80

Description: (Name and location)

Redlands Parkway Shoreline Amenities and Bank Stabilization IFB-5108-22-DD

BOND

Date: November 1, 2022

(Not earlier than Construction Contract Date)

Amount: \$774,298.80

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Oldcastle SW Group, Inc. dba United Companies

Signature: 

Name Kyle Alpha
And Title: Vice President

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

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature: 

Name Tina Davis, Attorney-in-Fact
And Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.
15 W South Temple Ste 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ **18** Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Tina Davis, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of November, 2022.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

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

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