



NOTICE TO PROCEED

Date: November 8, 2022

Contractor: K & D Construction, Inc.

Project: 2022 Waterline Replacement Project – Phase 1 IFB-5114-22-DD

In accordance with the contract dated November 3, 2022, the Contractor is hereby notified to begin work on the Project on or before immediately.

The date of final completion as determined is May 1, 2023.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: K & D Construction, Inc.

By: DocuSigned by:
Kevin Hopkins
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Print Name: Kevin Hopkins

Title: President

Date: 11/10/2022



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 3rd day of November 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 K&D Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 2022 Waterline Replacement – Phase 1 IFB-5114-22-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; **2022 Waterline Replacement Project – Phase 1 IFB-5114-22-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 **One Million, Three Hundred, Fifty-Six Thousand, Eight Hundred, Seventeen and 58/100 (\$1,356,817.58)**. **This payment is in consideration of the prompt payment discount of .25% for payment of invoice within 15 days after receipt of invoice.** 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

11/3/2022
Date

K&D Construction, Inc.

DocuSigned by:
By: Kevin Hopkins
Kevin Hopkins, President

11/3/2022
Date



NOTICE OF AWARD

Date: November 3, 2022

Company: K&D Construction, Inc.

Project: 2022 Waterline Replacement Phase 1 IFB-5114-22-DD

You have been awarded the City of Grand Junction for 2022 Waterline Replacement Phase 1 IFB-5114-22-DD for a total price of **\$1,356,817.58**.

Please notify John Eklund City of Grand Junction Public Works Project Engineer at 970-244-1558 or john@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.

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Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: K & D Construction, Inc.

By:

DocuSigned by:

Kevin Hopkins

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Title: President

Date: 11/3/2022



Purchasing Division

Invitation for Bid

IFB-5114-22-DD

2022 Waterline Replacement Project – Phase 1

Responses Due:

October 14, 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

Attachments

- A: Bid Schedule – 2022 Waterline Replacement Phase 1**
- B: Phase 1 Project Manual**
- C: Construction Drawings**

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 2022 Waterline Replacement Project – Phase 1. 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 Non-Mandatory Pre-Bid Meeting:** **Prospective bidders are encouraged to attend a recommended pre-bid meeting on September 20, 2022, at 10:00 am. Meeting location shall be at the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501.** 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**)

Bid Opening 2022 Waterline Replacement - Phase 1 IFB-5114-22-DD
Oct 14, 2022, 2:30 – 3:00 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/122501373>

You can also dial in using your phone.

Access Code:

122-501-373

United States:

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

Join from a video-conferencing room or system.

Meeting ID:

122-501-373

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

122501373@67.217.95.2 or 67.217.95.2##122501373

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 **\$2,500.00** (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

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the **2022 Waterline Replacement Project Phase 1**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

NOTE: The descriptions of pay items listed in the Price Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the units listed in the Price Bid Schedule.

The performance of the Work for this Project shall conform to the General Contract Conditions presented in the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, except as specifically modified or supplemented herein, on the Construction Drawings or Project Manual.

3.2. PROJECT DESCRIPTION: The 2022 Waterline Replacement Project – Phase 1 will include all necessary labor, supervision, equipment, tools, and materials for the construction of approximately 7,500 LF of 6" C900 PVC water main with ¾" copper service line connections, valves, bends, couplings, tees, crosses and fire hydrant laterals. The work also includes abandonment and capping of the existing water system at the connection locations.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Non-Mandatory Pre-Bid Meeting: Prospective bidders are encouraged to attend a recommended pre-bid meeting on September 20, 2022, at 10:00 am. Meeting location shall be at the City Hall Auditorium located at 250 North 5th St, Grand Junction CO 81501 The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **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 SOLICITATION 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 Engineer
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:

- 2E. Concrete Sidewalk, Curb, & Gutter
- 3C. Waterline Distribution

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

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

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

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

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

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

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

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

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

3.3.10 Time of Completion: The scheduled time of Completion for the Project is 150 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

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

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

NONE

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

- Colorado Department of Public Health and Environment Dewatering Permit
- Mesa County Stormwater Permit

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

- Door Hangers
- AutoCAD drawings for construction staking

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

The Contractor will be responsible for notifying all businesses and/or residents located adjacent to the work. Door hanger notifications shall be distributed at least **two (2) working days prior** to the day the work is scheduled to begin. The City may make door hangers for the Contractor to distribute. The Contractor is responsible for notifying the Project Manager/Engineer at least one week prior to when the door hangers are to be hung on property doors.

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

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

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

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

No personal driveway or access point to a property shall be left inaccessible at the end of each workday or over a weekend; and no construction equipment shall be parked in front of a driveway or access point during Contractor's non-working hours. When a driveway or access point must be closed off due to construction activity, the Contractor shall provide advanced notification to the affected resident(s) at least two (2) days prior to closure and arrange an alternative access point to the property. Refer to Contract Condition 26 – Maintenance of Access and Services.

Special Conditions for Traffic Control

1. All trenches shall be backfilled or protected at the end of each working day and access restored to all driveways and access points. If trenches are left open at night, the trenches will be limited to 30-feet in length. The entire perimeter of the

excavation shall be barricaded with construction equipment and/or temporary construction fence.

2. At times during the Project, the Contractor must ensure access is available for the U.S. Postal Service, trash collection trucks, school buses, emergency vehicles, etc., per the General Contract Conditions.
3. The Contractor shall adhere to all traffic control requirements when working within City right-of-way (ROW) and CDOT ROW.
4. Detours shall be provided when a section of road is closed to through traffic for waterline construction. Residents, employees, and property owners shall have access to their respective properties at all times during constructions.

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: It is the responsibility of the Contractor to provide Quality Control testing per Table 1 in the Quality Control (QC) section within the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and per Table 101 within the Standard Specifications for the Construction of Underground Utilities. Table 1 and Table 101 provide the testing frequencies. The Contractor shall provide test frequencies for Full-Time inspection. The cost of QC testing will not be paid for separately but shall be included in the cost of the Project. See Project Manual Section 01400 for further details.

3.3.22 Quality Assurance Testing: The City will provide Quality Assurance (QA) testing on this Project at the testing frequencies provided in table 1 in the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and per Table 101 within the Standard Specifications for the Construction of Underground Utilities. Table 1 and Table 101 provide the testing frequencies. The City will provide QA testing frequencies for Full-Time inspection. The City is contracted with a local Geotechnical testing consultant that will be performing the QA tests. See Project Manual Section 01400 for further details.

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

- Traffic Control Plan
- Project Schedule
- Water Pipe – C900 PVC
- Fittings (elbows, tees, crosses, reducers)
- Valves (Gate Valve, Butterfly Valves, etc.)
- Bedding Gradation, Type A
- Aggregate Base Course gradation and Proctor Curve (Class 6 material)
- Tracing Wire and Splices to be used
- Water Valve Boxes
- Asphalt Mix Design
- Concrete Mix Design

- 3.3.24 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings can possibly be Encountered on this Project. The location of radioactive mill tailings is unknown. A pay item for the removal and disposal of radioactive mill tailings has been provided. If mill tailings are encountered, the Contractor will be required to remove the tailings from the trench and haul the millings to the mill tailings disposal site at City Shops located at 333 West Ave. Consult with Project Engineer prior to removing and hauling to disposal site.
- 3.3.25 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.
- 3.3.26 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.27 Existing Utilities and Structures:** Utilities were potholed only at connection locations during design of this project. No other utilities were potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 37.
- 3.3.28 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.
- 3.3.29 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.
- 3.3.30 Work to be Performed by the City (Prior to Construction):**
- Piping of open ditch
 - Storm inlet relocation
 - Shoulder widening
 - Sign removal and relocation
- 3.3.31 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.
- 3.3.32 ACI Concrete and Flatwork Finisher and Technician:** Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

- 3.3.33 Confined Space Entry:** If needed during the project, the Contractor is responsible for providing any and all confined space entry safety equipment including, but not limited to; air testing equipment, fresh air blowers, tripods, ladders, harnesses, and SCBA equipment, The contractor's air monitoring devices shall be calibrated and certified. The cost for all confined space entry equipment shall be incidental to the project cost and will not be paid separately.
- 3.3.34 Temporary Steel Plating:** If the contractor chooses to use steel plates to protect an open trench section, the cost for supplying and securely placing the steel plates will not be paid for separately but shall be included in the cost of the Project. Steel plates shall be set flush with the top surface of the asphalt roadway. The City will **not** accept plate placed on top of the pavement or drive surface.
- 3.3.35 Payment for Damage to Private Property beyond Easement/ROW Limits:** Easement and ROW lines are indicated on the Construction Plans. Any and all damage to improvements outside the easements and ROW or outside the Construction Limits Lines shall be repaired at the Contractor's expense. There will be no additional payment made for restoration of sod, landscaping, gravel, concrete, or asphalt driveways, irrigation systems, decorative borders, fences, etc. beyond the property line or the construction easement.
- 3.3.36 Interruptions of Utilities and Services:** The Contractor shall notify all property owners and residents affected by the interruption of utilities and other services caused by construction operations. Such notice shall be provided at least 24 hours prior to the interruption. Notice shall be given for, but not limited to the interruption of domestic water, sanitary sewer, trash pickup, mail delivery and changes in access to property.
- 3.3.37 Project Location Work Schedule:** See Project Manual Section 01010-1.6.
- 3.3.38 Construction Surveying and "As-Built" Drawings:** In addition to Items I and II in the General Contract Conditions, Section 54, As-Built record information will be provided to, and approved by City staff prior to Final Acceptance of the Project. Information to be provided must be in electronic format (e.g. AutoCAD and/or survey files) along with a PDF set of As-Built drawings. As-Built electronic files must contain information suitable for the City to maintain utility records to the standards set forth in the new Colorado 811 One Call/Subsurface Utility Law (effective August 8, 2018) and standards as described in the American Society of Civil Engineers (ASCE) Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data (ASCE 38-02).

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

data to create a plan and profile of all infrastructure accurate to within eighteen inches (18") of the physical structures anywhere along the project.

The cost for surveying all fittings, both sewer and water, shall be incidental to the project cost and will not be paid for separately.

3.3.39 Asphalt Removal and Temporary Asphalt Millings: Asphalt pavement shall be removed per the City's Standard Detail GU-03 using the "T Top" method in all locations. Any cuts to asphalt not made using a milling machine shall be completed using saw cutting.

3.4. SCOPE OF WORK: The scope of work generally includes the following: See Project Manual for more information.

A. The Work will include all necessary labor, supervision, equipment, tools, and materials for the construction of approximately 7,500 LF of 6" C900 PVC water main with ¾" copper service line connections, valves, bends, couplings, tees, crosses, and the fire hydrant laterals. The work also includes abandonment and capping of the existing water system at the connection locations.

B. Contractor shall furnish and pay for all materials, equipment, supplies, appurtenances; provide all construction equipment and tools; and perform all necessary labor and supervision.

C. Contractor shall coordinate the progress of the Work including coordination between trades, subcontractors, suppliers, public utilities and subsequent water treatment plant contractor performing work on site and Owner to insure the progress of Work.

D. It is the intent of this contract that Work proceed in the most expeditious manner possible.

E. Construct the Work under contract indicated in the Bid Form.

The cross-referencing of specification sections under the heading "Related Sections" and elsewhere within each specification section is intended as an aid to the Contractor and shall not relieve the Contractor from his responsibility to coordinate the Work under the Contract Documents. Listings of cross-references are not intended to be comprehensive. The omission of a cross-reference to an additional or related requirement shall not relieve the Contractor of his obligation to provide a complete Project.

3.5. Attachments (Click on the links):

Attachment A: Project Submittal Form <http://trimview.gjcity.org/?=SOLDOC/24606>

Attachment B: Project Manual <http://trimview.gjcity.org/?=SOLDOC/24607>

Attachment C: Construction Drawings <http://trimview.gjcity.org/?=SOLDOC/24608>

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

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

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on or about	September 7, 2022
Non-Mandatory Pre-Bid Meeting	September 20, 2022
Pre-Qualification Application Deadline	September 22, 2022
Inquiry deadline, no questions after this date	October 7, 2022
Addendum Posted	October 9, 2022
Submittal deadline for proposals	October 14, 2022
City Council Approval	November 2, 2022
Notice of Award & Contract execution	November 7, 2022
Bonding & Insurance Cert due	November 10, 2022
Preconstruction meeting	November 16, 2022
Work begins no later than	November 29, 2022
Final Completion	May 1, 2023
Holidays:	
Veterans Day	November 11, 2022
Thanksgiving	November 24/25, 2022
Christmas Observed	December 26, 2022
New Year's Observed	January 2, 2023
MLK Day	January 16, 2023
President's Day	February 20, 2023

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5114-22-DD "2022 Waterline Replacement Project – Phase 1"

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.



Purchasing Division

ADDENDUM NO. 1

DATE: September 28, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5114-22-DD 2022 Waterline Replacement Project – Phase 1

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. **To Be Issued in a Forthcoming Addendum:** The City will be adding scope to include waterline replacement for 21st Street. New plans and bid schedule will be included.
2. **Question:** Why was this pre-bid meeting non-mandatory when they are made mandatory for other projects of this magnitude:
Answer: The Project Engineer elected to make it non-mandatory.
3. **Question:** Since this Project is taking place during the winter months when the asphalt plant is not operational, will there be a line item for temporary patching?
Answer: A temporary patching line item will be included in a revised Bid Schedule to be published in a subsequent Addendum.
4. **Question:** Are the asphalt patching quantities correct for both top and bottom mat?
Answer: The design team will evaluate the quantities of asphalt patching and, if necessary, provide updates in a revised Bid Schedule to be published in a subsequent Addendum.
5. **Question:** Was there a geotechnical study performed as part of the design of this Project?
Answer: No
6. **Question:** The solicitation states utility potholing is the responsibility of the Contractor. Is the City willing to include a line item for this work?
Answer: The City will include a force account line item for utility potholing. A revised Bid Schedule will be published in a subsequent Addendum.
7. **Question:** Will the City allow for full road closures?
Answer: The City is willing to consider road closure as part of the Contractor's proposed and approved Traffic Control Plan to be submitted. However, it is the responsibility of the Contractor

to maintain access to all properties in accordance with Section 3.3.19 of the solicitation and the City of Grand Junction General Contract Conditions.

8. **Question:** Line Item 27, Traffic Control, is listed as a lump sum. Is flagging included in this lump sum? If so, would the City consider creating a separate line item for flagging?
Answer: The City is willing to add a fluffing line item in a revised Bid Schedule to be published in a subsequent Addendum.
9. **Question:** Concrete removal and replacement quantities in the Bid Schedule do not match.
Answer: These will be addressed in a revised Bid Schedule to be published in a subsequent Addendum.
10. **Question:** Is aggregate base course required under both asphalt and concrete?
Answer: Aggregate base course is required per City Standard Specifications for Road and Bridge Construction and the Project Manual.
11. **Question:** Is there likely to be groundwater encountered on this Project? If so, will dewatering be incidental to the project cost?
Answer: It is possible groundwater will be encountered on this project. If encountered, dewatering will be paid for using funds from Minor Contract Revisions.
12. **Question:** In the event of encountering soft/unstable soils, how will stabilization be paid?
Answer: Stabilization will be paid using funds from the Minor Contract Revisions.
13. **Question:** Was the budget for this project estimated using current data?
Answer: Effort was made by the design team to estimate project budget using the latest available costs data.
14. **Question:** Will the City consider including a line item for import material to offset quantities removed under Force Account Item for Disposal of Radioactive Material?
Answer: JVA understands there is no radioactive material present, and this should just be handled as a change order if it is found during the project.
15. **Question:** Is Section 3.3.29 of this solicitation applicable to this contract?
Answer: No. The Contractor is responsible for construction staking and as-built documentation.
16. **Question:** Are the items listed in Section 3.3.30 of this Solicitation applicable to this contract?
Answer: No work will be performed by the City as part of this project/contract.
17. **Question:** Is you group using Appia for the pay application in your city?
Answer: The City does not use Appia.
18. **Question:** #7 serv tap- bid qty 62. Plans show 160 total services, with 114 noted as install only, meaning total new would be 46??
Also please clarify the install only, is the city suppling the tap saddle and corp? But still need to include 160 connections to existing pipe in bid item #8 correct?
Answer: The total number of services shown on the plans is 155, broken down into 90 short side-services and 65 long-side services. The Contractor will need to provide the materials needed to complete the work for all connections. On the short side services, the Contractor will need to tap the new line and tie in the existing service line. If the existing line is poly or lead, then a

completely new service will have to be installed. For the long side services, the Contractor will need to tap the new line and install enough new copper line to connect into the existing line with a union.

19. **Question:** #8 Water service line – Bid Quantity 460 ft. How likely is the “encountering poly or lead service line” to be since it notes full replacement if so? The bid quantity seems very low if this is actually a good possibility seeing how a new run would be 20+ ft each. Also is Pure-Core acceptable for new service line if needed full runs?

Answer: It is estimated that 10*15% pf the services lines encountered could be lead or poly lines requiring new services to be installed. As for the use of Pure-Core, JVA does not recommend it as an option as the City standards specs are for copper service lines.

20. **Question:** Can you please explain why prequal code 2E. The concrete work for this project is a very minuscule amount compared to the overall project scope. I understand the 3C since it is the majority of the project. If anything, the asphalt work is considerably more in terms of dollar value and should be listed.

Answer: The prequal codes listed are what all offerors need to be prequalified to. If you are not currently prequalified to these codes, please submit a prequal request for consideration.

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



Purchasing Division

ADDENDUM NO. 2

DATE: October 6, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5114-22-DD 2022 Waterline Replacement Project – Phase 1

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. **Incorporating revised 2022 Waterline Replacement – Phase 1 Drawings** adding waterline replacement for 21st Street.
<http://trimview.gjcity.org/?=SOLDOC/24806>
2. **Incorporating Revised Bid Schedule**
<http://trimview.gjcity.org/?=SOLDOC/24807>
3. **Adding Section 01200 Payment Procedures** to align with revised bid schedule
<http://trimview.gjcity.org/?=SOLDOC/24808>

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



Purchasing Division

ADDENDUM NO. 3

DATE: October 6, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5114-22-DD 2022 Waterline Replacement Project – Phase 1

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. Incorporating Revised Bid Schedule (Addendum 2 Bid Schedule was in error)**
<http://trimview.gjcity.org/?=SOLDOC/24807>

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

Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	Water Main (6") (C-900 PVC, DR-18) (Includes cost of restrained connection to existing pipe)	7,930.	LF	\$ _____	\$ _____
2	108.3	Cross (8" x 6") MJ	1.	EA	\$ _____	\$ _____
3	108.3	End Cap/Plug (6") (Includes Concrete Thrustblock per City Std Detail W-07 & W-08)	1.	EA	\$ _____	\$ _____
4	108.3	Tee (6" x 6") MJ Swivel Tee	10.	EA	\$ _____	\$ _____
5	108.3	Fire Hydrant Assembly (6")	13.	EA	\$ _____	\$ _____
6	108.3	Elbow (6" x less than 90 deg)	18.		\$ _____	\$ _____
7	108.4	Gate Valve (6")	21.	EA	\$ _____	\$ _____
8	108.4	Service Tap - Includes Corporation Stop (3/4")	64.	EA	\$ _____	\$ _____
9	108.4	Water Service Line (3/4") (Type K Copper) (If Lead or Poly service line is encountered, water service shall be replaced to meter) (Includes cost of connection to existing pipe)	500.	LF	\$ _____	\$ _____
10	202	Remove Existing Fire Hydrant (Return Hydrant to City Shops)	13.	EA	\$ _____	\$ _____
11	202	Abandon Existing Water Valve (Close valve, remove top half of existing valve box, fill cavity to finished subgrade with flow-fill material)	16.	EA	\$ _____	\$ _____
12	202	Abandon Pipe (Abandon pipe by plugging ends with concrete)	20.	EA	\$ _____	\$ _____
13	202	Removal of Concrete Curb and Gutter	55.	LF	\$ _____	\$ _____
14	202	Removal of Concrete Sidewalk	320.	SF	\$ _____	\$ _____
15	202	Removal of Asphalt +C20:C37Mat (Planning) (2" Thick for T-Top Section)	17,000.	SF	\$ _____	\$ _____
16	202	Removal of Asphalt Mat (Full Depth)	34,000.	SF	\$ _____	\$ _____
17	208	Erosion & Sediment Control		Lump Sum	---	\$ _____

**Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 2**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
18	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)	500.	SF	\$ _____	\$ _____
19	212	Seeding (20 lbs/AC)	0.1	AC	\$ _____	\$ _____
20	304	Aggregate Base Course (Class 6) (6" thick)	5,250.	SY	\$ _____	\$ _____
21	401	Hot Bituminous Pavement (Patching) (3 " Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75)	34,000.	SF	\$ _____	\$ _____
22	401	Hot Bituminous Pavement (Patching) (2" Thick top Lift) (Grading SX, PG 64-22) (GYR.=75) Includes T-TOP	51,000.	SF	\$ _____	\$ _____
23	406	Temporary Patching (Cold Patch)	51,400.	SF	\$ _____	\$ _____
24	608	Concrete Drainage Pan (6' Wide x 8" Thick) (Match in Kind) (Includes #5 rebar tie-bars) (City Std. Detail C-12)	5.	SY	\$ _____	\$ _____
25	608	Concrete Curb and Gutter (2' Wide) (Match in Kind) (City Std. Detail C-05)	55.	LF	\$ _____	\$ _____
26	608	Concrete Sidewalk (6") (Match in Kind) (City Std. Detail C-10)	320.	SF	\$ _____	\$ _____
27	620	Portable Sanitary Facility	Lump Sum		---	\$ _____
28	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
29	626	Mobilization	Lump Sum		---	\$ _____
30	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
31	630	Flagging	80.	Hr	\$ _____	\$ _____

Bid Schedule: 2022 Waterline Replacement Phase 1 Revised per Addendum No. 2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
FA	202	Replacement of Radioactive Material (Dispose at City Shops, 333 West Ave.)	1,000.	CY	\$ _____	\$ _____
FA	206	Structure Backfill (Flow-Fill) (This flow-fill quantity takes into account the flow-fill quantity necessary for Abandon Existing Water Valve, and Abandon Manhole)	50.	CY	\$ _____	\$ _____
FA		Utility Locates and Potholing	40.	Hr	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00
Bid Amount:					\$ _____	

Bid Amount:

_____ dollars



Purchasing Division

ADDENDUM NO. 4

DATE: October 10, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5114-22-DD 2022 Waterline Replacement Project – Phase 1

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:

- Question:** From walking the site, I can see a need for rock socks to be used as inlet protection but, aggregate vehicle tracking pads at the entrance to the site. All 11 entrances to the project site? Per the detail on plan sheet CE 1.2, that would require the cutting, removal, and replacement of almost 1223 SY of asphalt roadway within the project site. Now, we have never seen an aggregate track pad be installed within a neighborhood roadway that leads into a construction project in the past. Is this the case and the City wants track pads on this project? If so, are the asphalt quantities included in bid items #15-#16 & #21-#22? Or is the included plan sheets just some generic storm water plans with different details on them? My main question is, can you please clarify the storm water/erosion control requirements for this project?

Answer: The tracking pad detail is typical for stormwater plans. I will not require one on city streets, especially if it would require additional cutting, patching etc. The contractor is required to keep dust and dirt under control per our specifications.

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



Purchasing Division

ADDENDUM NO. 5

DATE: October 10, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5114-22-DD 2022 Waterline Replacement Project – Phase 1

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. **Incorporating Revised Bid Schedule (Addendum 2 & 3 Bid Schedule was in error)**
<http://trimview.gjcity.org/?=SOLDOC/24827>

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

Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 3

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	Water Main (6") (C-900 PVC, DR-18) (Includes cost of restrained connection to existing pipe)	7,930.	LF	\$ _____	\$ _____
2	108.3	Cross (8" x 6") MJ	1.	EA	\$ _____	\$ _____
3	108.3	End Cap/Plug (6") (Includes Concrete Thrustblock per City Std Detail W-07 & W-08)	1.	EA	\$ _____	\$ _____
4	108.3	Tee (6" x 6") MJ Swivel Tee	10.	EA	\$ _____	\$ _____
5	108.3	Fire Hydrant Assembly (6")	13.	EA	\$ _____	\$ _____
6	108.3	Elbow (6" x less than 90 deg)	18.		\$ _____	\$ _____
7	108.4	Gate Valve (6")	21.	EA	\$ _____	\$ _____
8	108.4	Service Tap - Includes Corporation Stop (3/4")	155.	EA	\$ _____	\$ _____
9	108.4	Water Service Line (3/4") (Type K Copper) (If Lead or Poly service line is encountered, water service shall be replaced to meter) (Includes cost of connection to existing pipe)	500.	LF	\$ _____	\$ _____
10	202	Remove Existing Fire Hydrant (Return Hydrant to City Shops)	13.	EA	\$ _____	\$ _____
11	202	Abandon Existing Water Valve (Close valve, remove top half of existing valve box, fill cavity to finished subgrade with flow-fill material)	16.	EA	\$ _____	\$ _____
12	202	Abandon Pipe (Abandon pipe by plugging ends with concrete)	20.	EA	\$ _____	\$ _____
13	202	Removal of Concrete Curb and Gutter	55.	LF	\$ _____	\$ _____
14	202	Removal of Concrete Sidewalk	320.	SF	\$ _____	\$ _____
15	202	Removal of Asphalt +C20:C37Mat (Planning) (2" Thick for T-Top Section)	17,000.	SF	\$ _____	\$ _____
16	202	Removal of Asphalt Mat (Full Depth)	34,000.	SF	\$ _____	\$ _____
17	208	Erosion & Sediment Control		Lump Sum	---	\$ _____

Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 3

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
18	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)	500.	SF	\$ _____	\$ _____
19	212	Seeding (20 lbs/AC)	0.1	AC	\$ _____	\$ _____
20	304	Aggregate Base Course (Class 6) (6" thick)	5,250.	SY	\$ _____	\$ _____
21	401	Hot Bituminous Pavement (Patching) (3 " Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75)	34,000.	SF	\$ _____	\$ _____
22	401	Hot Bituminous Pavement (Patching) (2" Thick top Lift) (Grading SX, PG 64-22) (GYR.=75) Includes T-TOP	51,000.	SF	\$ _____	\$ _____
23	406	Temporary Patching (Cold Patch)	51,400.	SF	\$ _____	\$ _____
24	608	Concrete Drainage Pan (6' Wide x 8" Thick) (Match in Kind) (Includes #5 rebar tie-bars) (City Std. Detail C-12)	5.	SY	\$ _____	\$ _____
25	608	Concrete Curb and Gutter (2' Wide) (Match in Kind) (City Std. Detail C-05)	55.	LF	\$ _____	\$ _____
26	608	Concrete Sidewalk (6") (Match in Kind) (City Std. Detail C-10)	320.	SF	\$ _____	\$ _____
27	620	Portable Sanitary Facility	Lump Sum		---	\$ _____
28	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
29	626	Mobilization	Lump Sum		---	\$ _____
30	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
31	630	Flagging	80.	Hr	\$ _____	\$ _____

Bid Schedule: 2022 Waterline Replacement Phase 1 Revised per Addendum No. 3

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
FA	202	Replacement of Radioactive Material (Dispose at City Shops, 333 West Ave.)	1,000.	CY	\$ _____	\$ _____
FA	206	Structure Backfill (Flow-Fill) (This flow-fill quantity takes into account the flow-fill quantity necessary for Abandon Existing Water Valve, and Abandon Manhole)	50.	CY	\$ _____	\$ _____
FA		Utility Locates and Potholing	40.	Hr	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00
Bid Amount:					\$ _____	

Bid Amount:

_____ dollars

4. Contractor's Bid Form

Bid Date: Oct 14, 2022

Project: IFB-5114-22-DD "2022 Waterline Replacement Project - Phase 1"

Bidding Company: K+S Construction, Inc

Name of Authorized Agent: Kevin Hopkins, President

Email: Kevin@kplusconstructioninc.com

Telephone: 970-433-7533 Address: 507 Fullvale Court #A

City: Grand Junction State: CO Zip: 81504

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0.25% percent of the net dollar will be offered to the Owner if the invoice is paid within 15 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1, 2, 3, 4, 5

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: K+S Construction, Inc

Authorized Signature: [Signature]

Title: President

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

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
<u>United Companies</u>	<u>Asphalt Placement</u>	<u>17%</u>
<u>CC Enterprises</u>	<u>Traffic Control</u>	<u>2%</u>
<u>Adcock Concrete</u>	<u>Concrete Placement</u>	<u>1%</u>
<u>Western Milling</u>	<u>Asphalt Milling</u>	<u>2%</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: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 3

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	Water Main (6") (C-900 PVC, DR-18) (Includes cost of restrained connection to existing pipe)	7,930.	LF	\$ <u>42.45</u>	\$ <u>336,628.50</u>
2	108.3	Cross (8" x 6") MJ	1.	EA	\$ <u>1794.55</u>	\$ <u>1794.55</u>
3	108.3	End Cap/Plug (6") (Includes Concrete Thrustblock per City Std Detail W-07 & W-08)	1.	EA	\$ <u>394.40</u>	\$ <u>394.40</u>
4	108.3	Tee (6" x 6") MJ Swivel Tee	10.	EA	\$ <u>779.50</u>	\$ <u>7795.00</u>
5	108.3	Fire Hydrant Assembly (6")	13.	EA	\$ <u>5765.00</u>	\$ <u>74,945.00</u>
6	108.3	Elbow (6" x less than 90 deg)	18.		\$ <u>500.90</u>	\$ <u>9,016.20</u>
7	108.4	Gate Valve (6")	21.	EA	\$ <u>1535.60</u>	\$ <u>32,247.60</u>
8	108.4	Service Tap - Includes Corporation Stop (3/4")	155.	EA	\$ <u>311.60</u>	\$ <u>48,298.00</u>
9	108.4	Water Service Line (3/4") (Type K Copper) (If Lead or Poly service line is encountered, water service shall be replaced to meter) (Includes cost of connection to existing pipe)	500.	LF	\$ <u>60.40</u>	\$ <u>30,200.00</u>
10	202	Remove Existing Fire Hydrant (Return Hydrant to City Shops)	13.	EA	\$ <u>322.00</u>	\$ <u>4,186.00</u>
11	202	Abandon Existing Water Valve (Close valve, remove top half of existing valve box, fill cavity to finished subgrade with flow-fill material)	16.	EA	\$ <u>112.75</u>	\$ <u>1,804.00</u>
12	202	Abandon Pipe (Abandon pipe by plugging ends with concrete)	20.	EA	\$ <u>30.00</u>	\$ <u>600.00</u>
13	202	Removal of Concrete Curb and Gutter	55.	LF	\$ <u>13.50</u>	\$ <u>742.50</u>
14	202	Removal of Concrete Sidewalk	320.	SF	\$ <u>3.30</u>	\$ <u>1,056.00</u>
15	202	Removal of Asphalt +C20:C37Mat (Planning) (2" Thick for T-Top Section)	17,000.	SF	\$ <u>0.70¢</u>	\$ <u>11,900.00</u>
16	202	Removal of Asphalt Mat (Full Depth)	34,000.	SF	\$ <u>1.60¢</u>	\$ <u>20,400.00</u>
17	208	Erosion & Sediment Control		Lump Sum	---	\$ <u>8,764.50</u>

Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 3

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
18	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)	500.	SF	\$ <u>6.75</u>	\$ <u>3375.00</u>
19	212	Seeding (20 lbs/AC)	0.1	AC	\$ <u>1048.80</u>	\$ <u>1048.80</u>
20	304	Aggregate Base Course (Class 6) (6" thick)	5,250.	SY	\$ <u>7.60</u>	\$ <u>39900.00</u>
21	401	Hot Bituminous Pavement (Patching) (3" Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75)	34,000.	SF	\$ <u>4.40</u>	\$ <u>149,600.00</u>
22	401	Hot Bituminous Pavement (Patching) (2" Thick top Lift) (Grading SX, PG 64-22) (GYR.=75) Includes T-TOP	51,000.	SF	\$ <u>2.00</u>	\$ <u>102,000.00</u>
23	406	Temporary Patching (Cold Patch)	51,400.	SF	\$ <u>3.10</u>	\$ <u>159,340.00</u>
24	608	Concrete Drainage Pan (6' Wide x 8" Thick) (Match in Kind) (Includes #5 rebar tie-bars) (City Std. Detail C-12)	5.	SY	\$ <u>927.35</u>	\$ <u>4636.75</u>
25	608	Concrete Curb and Gutter (2' Wide) (Match in Kind) (City Std. Detail C-05)	55.	LF	\$ <u>116.95</u>	\$ <u>6432.25</u>
26	608	Concrete Sidewalk (6") (Match in Kind) (City Std. Detail C-10)	320.	SF	\$ <u>17.10</u>	\$ <u>5472.00</u>
27	620	Portable Sanitary Facility		Lump Sum	---	\$ <u>960.00</u>
28	625	Construction Surveying (Includes As-Built Drawings)		Lump Sum	---	\$ <u>22,220.00</u>
29	626	Mobilization		Lump Sum	---	\$ <u>32004.00</u>
30	630	Traffic Control (Complete in Place)		Lump Sum	---	\$ <u>33698.50</u>
31	630	Flagging	80.	Hr	\$ <u>77.00</u>	\$ <u>6160.00</u>

**Bid Schedule: 2022 Waterline Replacement Phase 1
Revised per Addendum No. 3**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
FA	202	Replacement of Radioactive Material (Dispose at City Shops, 333 West Ave.)	1,000.	CY	\$ <u>37.90</u>	\$ <u>37,900.00</u>
FA	206	Structure Backfill (Flow-Fill) (This flow-fill quantity takes into account the flow-fill quantity necessary for Abandon Existing Water Valve, and Abandon Manhole)	50.	CY	\$ <u>133.65</u>	\$ <u>6682.50</u>
FA		Utility Locates and Potholing	40.	Hr	\$ <u>199.00</u>	\$ <u>7960.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>150,000.00</u>

Bid Amount: \$ 1,361,162.05

Bid Amount:
One Million Three hundred sixty one thousand dollars
One hundred sixty two & five cents.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/3/2022

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.

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.

PRODUCER License # 0757776
HUB International Insurance Services (COL)
2742 Crossroads Blvd
Grand Junction, CO 81506
CONTACT NAME: Ashley Anderson
PHONE (A/C, No, Ext): (970) 254-3302
FAX (A/C, No): (866) 908-6374
E-MAIL ADDRESS: ashley.anderson@hubinternational.com
INSURER(S) AFFORDING COVERAGE
INSURER A : National American Insurance Company (OK) 23663
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 2022 Waterline Replacement Phase I, IFB-5114-22-DD
City of Grand Junction is included as additional insured under General Liability.

CERTIFICATE HOLDER: City of Grand Junction, 250 N. 5th Street, Grand Junction, CO 81501
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: [Signature]

NATIONAL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - WITH PRODUCTS-COMPLETED
OPERATIONS COVERAGE - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONTRACT**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows:

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required by "written contract" to add as an additional insured on this Coverage Part.
- B. The insurance provided to the additional insured is limited as follows:**
1. The person or organization is an additional insured only with respect to liability for "bodily injury," "property damage," or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" specified in the "written contract" but only for "bodily injury," "property damage," or "personal and advertising injury" included in the "products-completed operations hazard," but only if the "written contract" requires you to provide the additional insured such coverage and this Coverage Part otherwise provides such coverage.

However, if the "written contract" specifically requires you to obtain additional insured coverage by endorsements designated as the 10/01 edition of CG2010 (aka CG 20 10 10 01), or the 10/01 edition of CG2037 (aka CG 20 37 10 01), or the 11/85 edition of CG2010 (aka CG 20 10 11 85), then in paragraph **B.1.** above, the words 'caused in whole or in part by' are replaced by the words 'arising out of'.
 2. The insurance provided to the additional insured is subject to all of the terms, provisions, conditions and exclusions of this policy and applies only to the extent permitted by applicable law. We will not provide the additional insured any higher limit of insurance than:
 - a. That required by the "written contract"; or
 - b. That afforded to you under this policy, whichever is less.
 3. Notwithstanding anything to the contrary in Condition **4. Other Insurance** (Section **IV**), this insurance is excess of all other insurance available to any additional insured whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory, but only with respect to insurance on which the additional insured is a Named Insured.
 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional, architectural, engineering, or surveying services, including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervision, inspection, quality control, architectural or engineering activities; or

b. Any location or work for which the additional insured is specifically listed as an additional insured, by name, on another endorsement attached to this Coverage Part.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. The **Duties In The Event of Occurrence, Offense, Claim or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

(1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

(2) Provide notice of such an "occurrence" or offense to any other insurance carrier the additional insured has for a loss we may cover under this Coverage Part and provide us with proof of such notice;

(3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and

(4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we may cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision (4) does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit," and the additional insured has satisfied all of the above conditions.

D. Only for the purpose of the insurance provided by this endorsement, **SECTION V - DEFINITIONS** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this policy; and

2. Was executed prior to:

a. The "bodily injury" or "property damage"; or

b. The offenses that caused the "personal and advertising injury,"

for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain the same.

NATIONAL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that notwithstanding anything to the contrary in Paragraph 8 of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV), TRANSFER

OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, in the event of any payment under this policy, we waive our right to recovery against any person or organization for whom the insured is operating under a written contract when such contract requires a waiver of subrogation.

NATIONAL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCED COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary index of additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to this Coverage Part, unless specifically deleted, replaced, or modified therein. No coverage is provided by this summary.

SUMMARY INDEX

DESCRIPTION	PAGE NUMBER
SECTION II - COVERED AUTOS LIABILITY COVERAGE	
Who Is An Insured	
Broad Form Insured	2
Employee As Insureds	2
Additional Insured Status By Contract, Agreement Or Permit	2
Supplementary Payments	
Bail Bond Coverage	2
Loss Of Earnings Coverage	2
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(SECTION II - COVERED AUTOS LIABILITY COVERAGE, WHO IS AN INSURED, SUPPLEMENTARY PAYMENTS, POLLUTION)

The following changes are made to **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

A. The following are added to Paragraph A.1.:

1. Who Is An Insured

The following are "insureds":

- d. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

- (1) That is a joint venture or partnership;
- (2) That is an "insured" under any other policy;
- (3) That has exhausted its Limits of Insurance under any other policy; or
- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

- e. Your "employee" while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

- f. Any person or organization for whom you are required to add as an additional insured when you and such person or organization have agreed in writing in a contract or agreement, but such written contract or agreement must be:

- (1) Currently in effect or becoming effective during the term of this policy; and
- (2) Executed prior to the "bodily injury" or "property damage".

Coverage provided by this extension applies only with respect to the extent that the person or organization is liable for the conduct of an "insured" arising out of the ownership, maintenance or use of a covered "auto" under this policy.

Coverage provided by this extension will not exceed the Limits of Liability required by the written contract or agreement even if the limits stated in the policy exceed those limits. This coverage shall not increase the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

For any covered "auto" you own, the insurance provided under this extension is primary.

B. Paragraphs 2.a.(2) and 2.a.(4) are replaced with the following:

2. Coverage Extensions

a. Supplementary Payments

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

C. Pollution Liability - Broadened Coverage For Covered Autos

1. Covered Autos Liability Coverage is changed as follows:

- a. Paragraph a. of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

- b. With respect to the coverage afforded by Paragraph A.1. above, Exclusion B.6. Care, Custody Or Control does not apply.

2. Changes In Definitions

For the purposes of this endorsement, Paragraph D. of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

3. Limits For "Covered Pollution Cost or Expense"

The most we will pay for "covered pollution cost or expense" is \$100,000 in the aggregate per policy period, regardless of the number of "accidents".

When this limit is used up, we shall have no further obligation to defend claims or "suits" seeking such damages or to pay such damages or defense expense.

(SECTION III - PHYSICAL DAMAGE COVERAGE, BROADENED PHYSICAL DAMAGE COVERAGES)

The following changes are made to SECTION III - PHYSICAL DAMAGE COVERAGE

A. Paragraph A.2 is replaced with the following:

A. Coverage

2. Towing And Labor

We will pay for towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles, we will pay up to \$100 per disablement.

b. For all other covered "autos" we will pay up to \$500 per disablement.

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

B. Paragraph A.4.a. is replaced with the following:

A. Coverage

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$60 per day, to a maximum of \$1,800, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

C. The following are added to Paragraph 4. **Coverage Extensions:**

4. Coverage Extensions

c. Temporary Substitute Autos

If Physical Damage Coverage is provided under this Coverage Form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its:

- (1) Breakdown;
- (2) Repair;
- (3) Servicing;
- (4) "Loss"; or
- (5) Destruction.

d. Theft Recovery Expense

If you have purchased Comprehensive Coverage on a covered "auto" that is stolen, we will pay the expense of returning that stolen "auto" to you. The limit for this coverage extension is \$5,000.

e. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of a covered cause of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto". Payment applies in addition to the otherwise applicable coverage you have on a covered "auto". No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or

(b) \$75 per day.

- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- (5) If "loss" results from the total theft of a covered "auto" of the private passenger type or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

f. Personal Effects

If you have purchased comprehensive coverage on a covered "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for "Personal Effects" stolen with the covered "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, "Personal Effects" means tangible property that is worn or normally carried on "insured's" person.

g. Personal Property Of Others

We will pay up to \$500 for "loss" to personal property of others in or on your covered "auto". This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductible applies to this coverage.

h. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger type "auto". The deductible is waived for these services.

i. Vehicle Wrap Coverage

Under either Comprehensive or Collision Coverage, we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on a covered "auto" at the time of a total "loss".

Regardless of the number of "autos" deemed a total "loss", the most we will pay under this coverage for any one "loss" is \$5,000. For purposes of this coverage, signs or other graphics painted or magnetically affixed to the covered "auto" are not considered vehicle wraps.

D. Paragraph B.3. is replaced with the following:

B. Exclusions

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

This exclusion also does not apply to the mechanical breakdown relating to the accidental discharge of an air bag. This exception applies only if you have purchased comprehensive or collision coverage on the covered "auto" you own and coverage is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

E. Paragraph C.1.b. is replaced with the following:

C. Limits Of Insurance

1. The most we will pay for:

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$5,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or

(3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.

F. The following is added to Paragraph **C. Limits of Insurance**

C. Limits Of Insurance

4. In the event of a total "loss" to a covered "auto" shown in the Declarations, which is subject to a loan or lease at the time of the "loss", we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto", less:

a. The amount paid under the Physical Damage Coverage Section of the policy; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

G. The following is added to Paragraph **D. Deductible**

D. Deductible

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(SECTION IV - BUSINESS AUTO CONDITIONS, BROADENED COVERAGE)

The following changes are made to **SECTION IV - BUSINESS AUTO CONDITIONS**:

A. The following is added to Paragraph **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

2. Duties In The Event Of Accident, Claim, Suit Or Loss

d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:

(1) You, if you are an individual;

(2) Any partner or insurance manager, if you are a partnership;

(3) An executive officer or insurance manager, if you are a corporation;

(4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees board members or insurance manager, if you are a not-for-profit organization.

B. The following is added to Paragraph **5. Transfer Of Rights Of Recovery Against Others To Us**

5. Transfer Of Rights Of Recovery Against Others To Us

However, we waive any rights of recovery we may have under the policy against any person or organization for whom the insured is working or operating under a written contract when such contract requires a waiver of subrogation. This provision does not apply unless the written contract has been executed prior to the "bodily injury" or "property damage".

C. The following is added to Paragraph **B.2. Concealment, Misrepresentation Or Fraud**:

B. General Conditions

2. Concealment, Misrepresentation Or Fraud

However, your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

D. Paragraph 5.b. of B. General Conditions is replaced with the following:

B. General Conditions

5. Other Insurance

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
- (1) Any covered "auto" you lease, hire, rent or borrow; and
 - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

The most we will pay for any one "loss" is the lesser of the following:

- (1) \$75,000 per accident; or
- (2) Actual cash value at the time of loss; or
- (3) Cost of repair.

Less the deductible shown in Item Four of the Declarations.

An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss". The deductible does not apply to "loss" caused by fire or lightning.

This coverage is excess over any other collectible insurance.

(SECTION V - DEFINITIONS, MENTAL ANGUISH)

A. Paragraph C. under SECTION V - DEFINITIONS is replaced with the following:

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

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.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

National American Insurance Company

Countersigned by _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
K&D Construction, Inc., a
Corporation _____ organized under the laws of the State of
Colorado, hereinafter referred to as the "Contractor" and
Amerisure Mutual Insurance Company, a corporation
organized under the laws of the State of Michigan, and authorized and
licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety" are
held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the
"City" in the penal sum of One Million Three Hundred Fifty Six Thousand Eight Hundred
Seventeen and 58/100THS Dollars (\$1,356,817.58),
lawful money of the United States of America, for the payment of which sum the Contractor and
Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally by these presents.

WHEREAS, the above Contractor has on the 3rd day of November,
2022, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for that construction of
2022 Waterline Replacement Project - Phase 1 (the
"Project") and Contract No. IFB-5114-22-DD, if appropriate, in accordance with the
Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract
Drawings, Specifications and all other Contract Documents therefor which are incorporated
herein by reference and made a part hereof, and are herein referred to as the "Contract".

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3rd day of November, 2022.

CONTRACTOR: K&D Construction, Inc.

By: 

Title: Kevin E. Hopkins, President

SEAL ATTEST: 

D'Ann L. Hopkins, Secretary/Treasurer

SURETY: Amerisure Mutual Insurance Company

By: 

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

ATTEST: 

K'Anne E. Vogel, Witness to Surety



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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
K&D Construction, Inc., a
 Corporation _____ organized under the laws of the State of
Colorado, hereinafter referred to as the "Contractor" and
Amerisure Mutual Insurance Company, a corporation
 organized under the laws of the State of Michigan, and authorized and
 licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety" are
 held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the
 "City" in the penal sum of One Million Three Hundred Fifty Six Thousand Eight Hundred
Seventeen and 58/100THS Dollars (\$1,356,817.58),
 lawful money of the United States of America, for the payment of which sum the Contractor and
 Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly
 and severally by these presents.


WHEREAS, the above Contractor has on the 3rd day of November,
2022, entered into a written contract with the City for furnishing all labor, materials,
 equipment, tools, superintendence, and other facilities and accessories for that construction of
2022 Waterline Replacement Project - Phase 1
 "Project") and Contract No. IFB-5114-22-DD, if appropriate, in accordance with the
 Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings,
 Specifications and all other Contract Documents therefor which are incorporated herein by
 reference and made a part hereof, and are herein referred to as the "Contract".


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

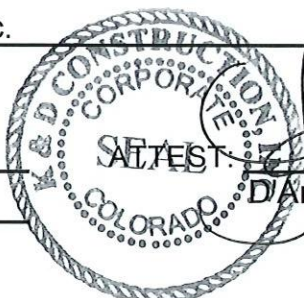
PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 3rd day of November, 2022.


CONTRACTOR: K&D Construction, Inc.

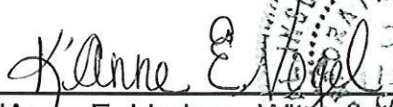
By:  _____
Title: Kevin E. Hopkins, President


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



SURETY: Amerisure Mutual Insurance Company

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

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



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

POWER OF ATTORNEY

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

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

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

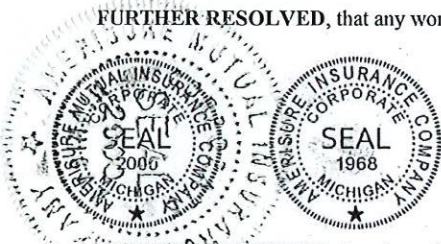
ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

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

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

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

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



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



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

Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company

State of Illinois
County of Kane

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



[Signature]
M. Kenny, Notary Public

I, Shannon K. Anderson, the duly elected Vice President, General Counsel & Corporate Secretary of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of November, 2022.

[Signature]

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