

NOTICE OF PARTIAL ACCEPTANCE

Date: April 17, 2023
Contractor: M.A. Concrete Inc.
Project: 2023 UnawEEP Sewer Replacement Project

Description of the units of Work being accepted.

A portion of the project that includes the Lakeside Court including 5 new manholes and 609 lineal feet of Ø8" PVC

Date of Inspection of completed Work: **April 17, 2023**

The City of Grand Junction has determined that the Work referenced above is complete and that there is benefit to the City to place those units of work in service prior to completion of the entire Project. Therefore, the Work is hereby accepted for future operation and maintenance by the City. In accordance with Article XI, Section 76 of the General Contract Conditions, the Contractor shall warrant the work for a period of one year after the date of acceptance, which is **April 17.2024**

This Partial Acceptance of Work shall not exempt the Contractor from completing all remaining Work described in the Contract Documents. Retainage money will be released with the completion of the entire project.

City of Grand Junction:

By: Toby Thieman Project Engineer

Date: April 17, 2023

Andy Azcarraga, Vice-President M.A. Concrete

Duane Hoff Jr., Buyer General Services

Ken Haley, Director of Engineering

Mike Mazza, Construction Inspector

Project File



NOTICE TO PROCEED

Date: January 4, 2023

Contractor: M.A. Concrete Construction, Inc.

Project: 2022 Sewer Replacement – Unawep Avenue Project IFB-5145-22-DD

In accordance with the contract dated December 13, 2022, the Contractor is hereby notified to begin work on the Project on or before February 6, 2023.

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

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: DocuSigned by:
Andy Azcarraga
B79F568890F14D5...

Print Name: Andy Azcarraga

Title: project manager

Date: 1/5/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 13th day of December 2022 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 2022 Sewer Replacement – UnawEEP Avenue Project IFB-5145-22-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 Sewer Replacement – UnawEEP Avenue Project IFB-5145-22-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 **Three Million, Two Hundred, Three Thousand, One Hundred, Seventy-Four and 00/100 (\$3,203,174.00)**. 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.
9F789E7D50F14EC
Duane Hoff Jr. Contract Administrator

 12/13/2022
Date

M.A. Concrete Construction, Inc.

DocuSigned by:
By: Andy Azcaraga
Andy Azcaraga Project Manager

 12/13/2022
Date



Purchasing Division

Invitation for Bid

IFB-5145-22-DD

2022 Sewer Replacement – UnawEEP Avenue Project

Responses Due:

November 22, 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 –	Bid Schedule Form
	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 the 2022 Sewer Replacement – Unawep Avenue Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

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

- 1.2. **Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on November 1, 2022, at 10:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th Street Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**
- 1.3. **Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [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 Sewer Replacement - UnawEEP Avenue Project IFB-5145-22-DD
Nov 22, 2022, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/244155981>

You can also dial in using your phone.

Access Code:

244-155-981

United States:

[+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID:

244-155-981

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

244155981@67.217.95.2 or 67.217.95.2##244155981

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 contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

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

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

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

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

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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 discovering 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, materials, etc., required for the 2022 Sewer Replacement Unawep Avenue Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2. PROJECT DESCRIPTION: The Project primarily includes replacement of sanitary sewer pipe at various locations that will include both open trench and trenchless construction methods. The trenchless pipe replacements will include pipe bursting approximately 9,783 linear feet (LF) of 8" diameter sewer main, replacement of 35 manholes, and reconnection of approximately 165 active sewer services along various streets crossing Unawep Avenue between Pinion Street and 27 3/8 Road. One section of Holly Lane will include open trench removal and replacement of the sewer main in conjunction with a new 12-inch diameter RCP storm drainpipe on the south side of Unawep Avenue. This project also includes removal and replacement of approximately 619 linear feet of 8" diameter sewer pipe parallel to the Grand Valley Canal from Lakeside Court to Horizon Drive. The utility work included in this project will require traffic control, bypass pumping, and restoration of disturbed areas with approximately 9,733 square yards of asphalt patching.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on November 1, 2022 at 10:00 am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting**

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

3.3.2 QUESTIONS REGARDING 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 Toby Thieman, Project Engineer, and can be reached at (970) 244-1559. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works
Attn: Toby Thieman, Project Manager
333 West Avenue, Building C
Grand Junction, CO 81501

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

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

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

3A. Sewer Pipes & Manholes

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 **240 Calendar Days** from the starting date specified in the Notice to Proceed.

April 1, 2023, Milestone for Lakeside Sewer: In accordance with agreements with the Grand Valley Irrigation Company, Lakeside Sewer replacement shall be completed during non-irrigation season.

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:

Groundwater dewatering permit (if necessary)

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

- Door-hangers

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.

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 traffic control submittal shall include Methods of Handling Traffic (MHT) for Unawep Avenue, arteries to/from Unawep Avenue including: Pinion Street, Cedar Street, Pine Street, Holly Lane, 27 3/8 Road. Full closures on Unawep Avenue will be allowed for one cross street at a time and shall be coordinated to minimize impacts to school traffic as much as practical.

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

3.3.21 Quality Assurance Testing: The City will be providing quality assurance (QA) testing on this force-main project. RockSol Consulting Group, Inc. will provide all QA testing for the City. The City's QA testing frequency shall be in accordance with Table 1 in the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and Table 101 within the Standard Specifications for the Construction of Underground Utilities. The City will require the QA test frequencies to adhere to the Full-Time inspection requirements.

3.3.22 Quality Control Testing: As part of the project, the Contractor shall provide Quality Control (QC) testing per Table 1 in the Quality Control and Quality

Assurance section within the City of Grand Junction's Standard Specifications for Road and Bridge Construction, and Table 101 within the Standard Specifications for the Construction of Underground Utilities. Table 1 and Table 101 provide the testing frequencies. The Contractor shall provide test frequencies for Full-Time inspection. The testing agency shall meet the minimum requirements as stated in the Standard Specifications section. Quality Control testing will not be paid for separately but shall be included in the overall cost of the Project.

- 3.3.23 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plans
 - Project Schedule
- 3.3.24 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will **not** be encountered on this Project.
- 3.3.25 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will **not** be encountered with the Project.
- 3.3.26 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.27 Existing Utilities and Structures:** The location of existing utilities and structures shown on the Plans are approximate. Underground utilities were potholed to verify location and depth as shown on drawings. It is the responsibility of the Contractor to locate and protect all structures and existing utilities in accordance with General Contract Condition Section 37. Conflicts between waterlines, gas lines, storm drainpipe, and/or existing underground utilities of unknown location may be encountered. At such conflicts, the Contractor shall notify the Project Engineer immediately. The Contractor and the Project Engineer can decide the best option forward in avoiding the existing utility.
- If the Contractor discovers a conflict with an existing utility (either horizontal or vertical) that the new sewer pipe can't be adjusted to avoid, the Contractor shall contact the Project Engineer and the utility owner immediately to assist in resolving the conflict.
- 3.3.28 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.
- 3.3.29 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.
- 3.3.29 Confined Space Entry:** The Contractor is responsible for providing any and all confined space entry safety equipment; including, but not limited to air testing equipment, fresh air blowers, tripods, harnesses, and SCBA equipment. The

Contractor's air monitoring devices shall be calibrated and certified. The cost for all confined space entry equipment shall be incidental to the project cost and will not be paid for separately.

3.3.30 Construction Dewatering: All construction dewatering, if necessary must meet the requirements specified in the Stormwater Management Plan (SWMP) Dewatering Permit. It is the Contractors responsibility to contract or have a SWMP and following all requirements of the permit.

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

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

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

3.3.33 Domestic (Potable) Water: The Contractor will be responsible for supplying all potable water that will be used on the project for construction purposes.

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

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

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

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

3.3.35 SCOPE OF WORK: Includes labor and materials to replace various sanitary sewer pipes and service connections in the City of Grand Junction’s wastewater collection system as follows:

- Pinon Street – pipe burst existing sewer pipe with 8” PVC, replace manholes, & replace 4” sewer services.
- Cedar Street – pipe burst existing sewer pipe with 8” PVC, replace manholes, & replace 4” sewer services.
- Pine Street – pipe burst existing sewer pipe with 8” PVC, replace manholes, & replace 4” sewer services.
- Holly Lane – combination of pipe burst and open trench replacement of existing sewer pipe with 8” PVC, replace manholes, & replace sewer services. Install new 12” RCP storm drain and manholes.
- 27 3/8 Road – pipe burst existing sewer pipe with 8” PVC, replace manholes, & replace 4” sewer services.
- Lakeside Sewer - Open trench replacement of existing sewer pipe with 8” PVC and replace manholes.

The scope of work involves working in deep trench excavations in a variety of soil conditions with confined work zone constraints. The Contractor shall be responsible for all traffic control, bypass pumping, trench backfill, asphalt patching, and restoration of all surface improvements.

- **Attachments (Click on the Link):**
Appendix A: Construction Drawings <http://trimview.gjcity.org/?=SOLDOC/24922>
- **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**

• **IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	October 20, 2022
Mandatory Pre-Bid Meeting	November 1, 2022
Pre-Qualification Application Deadline	November 8, 2022
Inquiry deadline, no questions after this date	November 8, 2022
Final Addendum Posted	November 10, 2022
Submittal deadline for bids	November 22, 2022
City Council Approval	December 7, 2022
Notice of Award & Contract execution	December 8, 2022
Bonding & Insurance Cert due	December 13, 2022
Notice to Proceed	December 20, 2022
Preconstruction meeting	January 4, 2023
Work begins no later than	Upon Receipt of Notice to Proceed
Milestone Date – Lakeside Sewer Completion	April 1, 2023
Final Completion	240 Calendar Days from Notice to Proceed

Holidays:

Veterans Day	November 11, 2022
Thanksgiving	November 24/25, 2022
Christmas Observed	December 26, 2022
New Years (Observed)	January 2, 2023
MLK Day	January 16, 2023
Presidents' Day	February 20, 2023
Memorial Day	May 29, 2023
Juneteenth	June 19, 2023
Independence Day	July 4, 2023
Labor Day	September 4, 2023

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5145-22-DD "2022 Sewer Replacement UnawEEP Avenue Project"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

Bid Schedule: 2022 Sewer Replacements - UnawEEP Ave IFB-5145-22-DD						
CONTRACTOR:						
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	167	EA	\$ _____	\$ _____
2	104.4	Encase Sanitary Sewer Pipe in Concrete per City Specification GU-04 (20' long) (if necessary)	2	EA	\$ _____	\$ _____
3	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and End-of-Service Cap)	4,244	LF	\$ _____	\$ _____
5	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 imported Trench Backfill Material)	609	LF	\$ _____	\$ _____
11A	108.2	8" Gravity Sewer Pipe (Certa-Flo Pipe) (Certa-Flo PVC Gravity Sewer Pipe)(SDR-21) (ASTM D-2241) (20-ft Joints)(Joint Type: Certa-Lok Restrained Joint Integral Bell) (Includes all necessary Pipe-Bursting Installation Equipment) (Pipe Bursting)	9,783	LF	\$ _____	\$ _____
12A	108.3	8" x 4" Sewer Service Tap, Insert-A-Tee (To be used on the Certa-Flo PVC pipe) (Includes gasket, drilling of hole, bedding material, clean-out and all fittings required to align and connect the sewer service pipe to the sewer tap) (Contractor must properly support the service with crushed pipe bedding material to avoid added stress on the service during backfilling and compaction)	165	EA	\$ _____	\$ _____
13	108.3	8" x 6" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	3	EA	\$ _____	\$ _____

20	108.3	Fernco Coupling or Engineer Approved Equal (Contractor to verify existing pipe O.D) (Includes rebar hoops/concrete collar, see Specification on Plans)	3	EA	\$ _____	\$ _____
21	108.5	Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	35	EA	\$ _____	\$ _____
22	108.5	Manhole Barrel Section (D>5') (48" I.D.)	156	Vert. Ft.	\$ _____	\$ _____
22A	108.5	Sewer Basic Drop Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-04) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA		
23	102.1	24" Corrugated Metal Pipe (CMP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A bedding material	20	LF		
25	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	346	Vert. Ft.	\$ _____	\$ _____
28	202	Removal of Manhole (Remove Manhole Cone Section, Ring, and Cover and deliver to City Shops. Contractor shall fill remaining barrel sections with flow fill material)	3	EA	\$ _____	\$ _____
31A	202	Removal of Asphalt Mat (Full Depth)	4,388	SY	\$ _____	\$ _____
32A	202	Asphalt Removal (Planing)(Thickness Varies)	2,628	SY	\$ _____	\$ _____
34A	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	870	SY	\$ _____	\$ _____
35	202	Removal of Tree (size shown on plans)(Must be removed by licensed arborist, per City Municipal Code 8.32.110)	5	EA	\$ _____	\$ _____

37	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	23	EA	\$ _____	\$ _____
38	208	Erosion Control Log	100	LF	\$ _____	\$ _____
39A	210	Reset Fence (Height and Material Shown on Plan)	428	LF	\$ _____	\$ _____
40	210	Reset/Repair Sprinkler System (Complete in Place)	3	Lump Sum	\$ _____	\$ _____
41	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	3	Lump Sum	\$ _____	\$ _____
44A	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	4,100	SF	\$ _____	\$ _____
45	214	Deciduous Tree (1 Inch Caliper) (Match in kind)	2	EA	\$ _____	\$ _____
46A	304	Aggregate Base Course (Class 6) (12" thick)	50	SY	\$ _____	\$ _____
47A	304	Aggregate Base Course (Class 6) (6" thick)	5,228	SY	\$ _____	\$ _____
48	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	250	Tons	\$ _____	\$ _____
50A	401	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22)(GYR.=75) (Two 2" Lifts)	6,235	SY	\$ _____	\$ _____
51A	401	Hot Bituminous Pavement (Patching)(2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	3,552	SY	\$ _____	\$ _____
54	608.06	Concrete Driveway Section (6" Thick) (Residential)	840	SY	\$ _____	\$ _____
56	608.06	Concrete Drainage Pan (6' Wide)	20	SY	\$ _____	\$ _____
57A	608/304	Monolithic Vertical Curb, Gutter, and Sidewalk (7-ft wide)	30	SY	\$ _____	\$ _____
61A	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	6	Lump Sum	\$ _____	\$ _____
62A	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
63	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____

64	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
65	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
66A	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
68	102.10a	12" Gravity Storm Sewer Pipe (RCP) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	346	LF	\$ _____	\$ _____
Bid Amount:					\$	

Total Bid amount: _____

(Written out, no numerical digits)



Purchasing Division

ADDENDUM NO. 1

DATE: October 24, 2022, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5145-22-DD 2022 Sewer Replacement Unaweeep Avenue Project

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. **Mandatory Pre-Bid Meeting Schedule Change**

The Mandatory Pre-Bid Meeting has been rescheduled to **Thursday, November 3, 2022 from 1:00 PM to 3:00 PM.** The meeting location shall be in the City Hall Auditorium located at 250 North 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**

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. 2

DATE: November 9, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5145-22-DD 2022 Sewer Replacement UnawEEP Avenue Project

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. **Update Section 3.2 of the Solicitation:**

PROJECT DESCRIPTION: The Project primarily includes replacement of sanitary sewer pipe at various locations that will include both open trench and trenchless construction methods. The trenchless pipe replacements will include pipe bursting approximately **9,433** linear feet (LF) of 8" diameter sewer main, replacement of 35 manholes and reconnection of approximately 165 active sewer services along various streets crossing UnawEEP Avenue between Pinion Street and 27 3/8 Road. One section of Holly Lane will include **350'** open trench of Ø8" Sanitary Sewer Main in conjunction with a new 12-inch diameter RCP storm drainpipe on the south side of UnawEEP Avenue. This project also includes removal and replacement of approximately 619 linear feet of 8" diameter sewer pipe parallel to the Grand Valley Canal from Lakeside Court to Horizon Drive. The utility work included in this project will require traffic control, bypass pumping, and restoration of disturbed areas with approximately 9,733 square yards of asphalt patching.

2. Incorporate Revision 1 of Bid Schedule: 2022 Sewer Replacements – UnawEEP Ave. (Attached)

<http://trimview.gjcity.org/?=SOLDOC/25023>

3. **Question:** Item #5 Sewer SDR35- Bid Schedule has 609 ft, plans show 982 ft

Answer: The area under storm sewer in Holly was corrected and added to the 958' length of Ø8" SDR 35 PVC.

4. **Question:** Item #13 8X6 (full body wye) service – Bid Schedule has 3, plans have 1.

Answer: This line item has been deleted. Manhole at STA 6+51.03 will be moved to STA 6+84 if Ø6" sewer service is verified to be live.

5. **Question:** Item #20 Fernco – Bid Schedule has 3. Please clarify this item. There are a lot of Fernco's on this project so not sure what this is supposed to be.

Answer: This line item is deleted. It was for connections to manhole replacements. Put price of coupler connections in the manhole replacement cost Line Item.

6. **Question:** Construction note for the 4" service has to include "end-of-service-cap". Please clarify. Isn't the Contractor connecting to each existing service and not capping?
Answer: Line Item #3 is corrected. "End-of-Service-Cap" is corrected to be "Connection to Active Sewer Service".
7. **Question:** Would the City consider adding pay items for traffic plates to provide temporary access on dead end streets during off hours of construction?
Answer: Traffic control plans will be discussed once the contract has been awarded and while access for all the residents is extremely important, this will be up to the Contractor to price in the Lump Sum of Traffic Control line item.
8. **Question:** The allowed closures may require flaggers during certain hours of operation. Can the City provide a pay item for flagging hours separate from the lump sum Traffic Control item?
Answer: Traffic control plans will be discussed once the contract has been awarded and while access for all the residents is extremely important, this will be up to the Contractor to price in the Lump Sum of Traffic Control line item.
9. **Question:** Does the City have a dewatering location identified for the Lakeside Sewer?
Answer: The City has coordinated with the Lakeside HOA to drain the irrigation pond (Lake Lenore) to assist in mitigating the amount of dewatering needed. Any dewatering can be discharged to Storm Drain (and associated downstream channel near Station 8+11 as long as the appropriate dewatering permits are obtained by the Contractor. Permission was also granted to discharge into the Grand Valley Irrigation Canal.
10. **Question:** Does the City have any flow data that can be used for purposes of preparing bypass pumping plans?
Answer: The 12" line in Unawep Avenue has been observed to flow at approximately 1/3 full during average flow conditions. The Lakeside Sewer has been observed to flow at approximately 1/3 full during average flow conditions. The City does not have peak flow data in these areas.
11. **Question:** Is the City Forestry Department available to assist in trimming trees along the ROW if necessary, or does the Contractor need to include this in their bid?
Answer: Licensed arborist must trim trees. Assume City Arborist is not available.
12. **Question:** It does not appear that there is a pay item for storm drain manholes on Holly Lane.
Answer: Line item for manholes has been separated to be Storm Sewer Manholes and Sanitary Sewer Manholes. See updated Bid Item Sheet.
13. **Question:** Does the pay item for pipe include import backfill material needed for open trench section on Holly Lane?
Answer: Material for backfill of Storm Sewer is to be included with Sanitary Sewer quantity.
14. **Question:** Please clarify how the City prefers to connect 6" service tap at STA. 6+84.90 to Lakeside Sewer if active?
Answer: Upon verification of an active Ø6" service line, the Manhole downstream will be relocated to meet this intersection. If Ø6" line is found to be abandoned, then Manhole at STA 6+51 remains at the location as in drawings and Ø6" line is to be abandoned.

15. **Question:** The proposed alignment of the Lakeside sewer is not located entirely within the 30-foot easement shown on the plan sheets. Please clarify if Contractor will be required to stay within the existing easement.

Answer: The City has secured additional easements from the Grand Valley Irrigation Company that are reflected by the dashed lines on Sheet 55 of the Construction Drawings and shown on the Exhibit B included with this addendum. <http://trimview.gjcity.org/?=SOLDOC/25022>

16. **Question:** Please clarify which product specification intended for Manhole Interior Corrosion Protection and which manholes are included in this pay item.

Answer: Manholes that are for Sanitary Sewer will require interior epoxy coating per 102.11 using Sherwin Williams Cor-Cote SC, Tnemec Perma-Glase Series 435 or another approved equal. Manholes which are for Storm Sewer (Holly Lane) do not coat. Only coat Sanitary Sewer Manholes in UnawEEP Avenue and Drop Manholes. Many manholes are having the epoxy fail prematurely due to lack of concrete preparation before application of epoxy. It is extremely important that a thorough prep job is performed before applying the product.

Other Items

1. ADS HP Storm Dual Wall Pipe will be an acceptable alternative for 12" Gravity Storm Sewer (RCP)
2. Allowable staging areas: Contractor is able to stage within ROW as shown on approved MHT's. City has stockpile areas at Cemetery off 26 ¼ Road available for use. Any other staging areas need to be secured by Contractor.
3. Protecting Power Poles: City has added a pay item for temporary support of utility poles that may be required adjacent to excavation areas.
4. Geotech Information: The City has not performed geotechnical borings specific to the project sewer lines.
 - Lakeside Sewer: Saturated soils heavily influenced by canal and irrigation pond. City has coordinated with Lakeside HOA to drain pond.
 - UnawEEP Area: Based on previous work in this area, soils are classified as silty soils (A4) with groundwater encountered at depths between 8 to 10 feet.

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

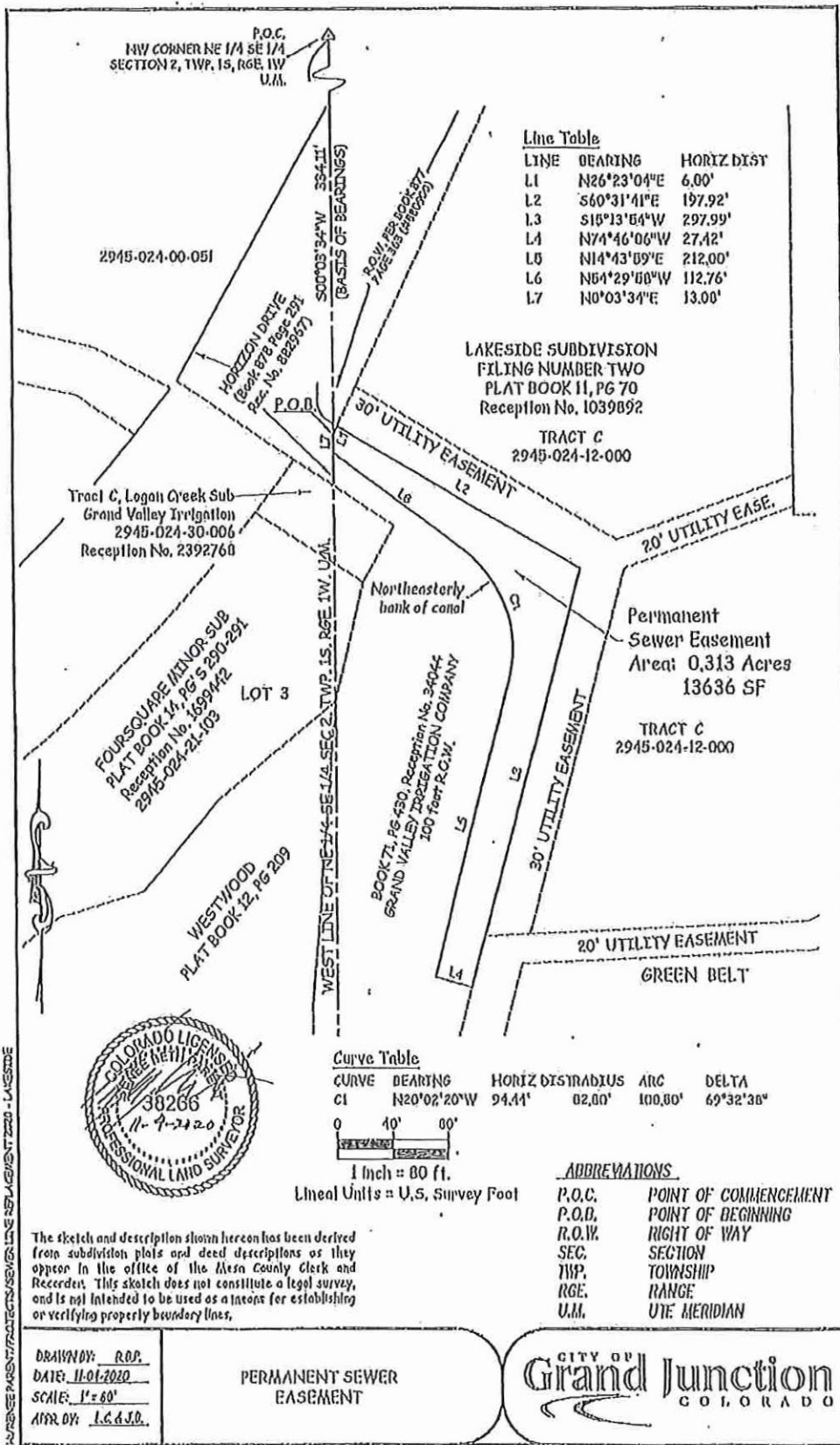
All other conditions of subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

EXHIBIT B



Line Table

LINE	BEARING	HORIZ DIST
L1	N26°23'04"E	6.00'
L2	S60°31'41"E	197.92'
L3	S15°13'54"W	297.99'
L4	N74°46'06"W	27.42'
L5	N14°43'09"E	212.00'
L6	N64°29'58"W	112.76'
L7	N0°03'34"E	13.00'

Curve Table

CURVE	BEARING	HORIZ DIST	RADIUS	ARC	DELTA
C1	N20°02'20"W	94.44'	62.00'	100.80'	69°32'38"



1 inch = 80 ft.
Lineal Units = U.S. Survey Foot

- ABBREVIATIONS**
- P.O.C. POINT OF COMMENCEMENT
 - P.O.B. POINT OF BEGINNING
 - R.O.W. RIGHT OF WAY
 - SEC. SECTION
 - TWP. TOWNSHIP
 - R6E. RANGE
 - U.M. UTE MERIDIAN

The sketch and description shown hereon has been derived from subdivision plats and deed descriptions as they appear in the office of the Mesa County Clerk and Recorder. This sketch does not constitute a legal survey, and is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: R.P.P.
DATE: 11-01-2020
SCALE: 1" = 80'
APP. BY: J.C.A.J.D.

PERMANENT SEWER EASEMENT



SURVEE PART 17/2020 SEWER LINE REPLACEMENT 2200 - LAKE SIDE

Bid Schedule: 2022 Sewer Replacements - Unawweep Ave						
CONTRACTOR:						
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	101.1	Quality Control testing and inspection as required in table 101 to ensure Work conforms to the Construction Plans and Contract Documents	72	EA	\$ _____	\$ _____
2	102.1	24" Corrugated Metal Pipe (CMP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A bedding material	20	LF	\$ _____	\$ _____
3	102.1	Storm Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ _____	\$ _____
4	102.10a	12" Gravity Storm Sewer Pipe (RCP) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	346	LF	\$ _____	\$ _____
5	103.3	Temporary Support of Utility Pole during open trench work nearby.	23	EA	\$ _____	\$ _____
6	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	167	EA	\$ _____	\$ _____
7	104.4	Encase Sanitary Sewer Pipe in Concrete per City Specification GU-04 (20' long) (if necessary)	2	EA	\$ _____	\$ _____
8	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and End-of-Service Cap)	4244	LF	\$ _____	\$ _____

9	108.2	8" Gravity Sewer Pipe (SDR-35 PVC)(Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 imported Trench Backfill Material)	959	LF	\$ _____	\$ _____
10	108.2	8" Gravity Sewer Pipe (Certa-Flo Pipe) (Certa-Flo PVC Gravity Sewer Pipe) (SDR-21) (ASTM D-2241) (20-ft Joints) (Joint Type: Certa-Lok Restrained Joint Integral Bell) (Includes all necessary Pipe-Bursting Installation Equipment) (Pipe Bursting)	9433	LF		
11	108.3	8" x 4" Sewer Service Tap, Insert-A-Tee (To be used on the Certa-Flo PVC pipe) (Includes gasket, drilling of hole, bedding material, clean-out and all fittings required to align and connect the sewer service pipe to the sewer tap) (Contractor must properly support the service with crushed pipe bedding material to avoid added stress on the service during backfilling and compaction)	165	EA		
12	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	33	EA	\$ _____	\$ _____
13	108.5	Manhole Barrel Section (D>5') (48" I.D.)	73	Vert. Ft.	\$ _____	\$ _____
14	108.5	Sanitary Sewer Basic Drop Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-04) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ _____	\$ _____
15	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	74	Vert. Ft.	\$ _____	\$ _____

16	202	Removal of Manhole (Remove Manhole Cone Section, Ring, and Cover and deliver to City Shops. Contractor shall fill remaining barrel sections with flow fill material)	3	EA	\$ _____	\$ _____
17	202	Removal of Asphalt Mat (Full Depth)	4388	SY	\$ _____	\$ _____
18	202	Asphalt Removal (Planing) (Thickness Varies)	2628	SY	\$ _____	\$ _____
19	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	870	SY	\$ _____	\$ _____
20	202	Removal of Tree (size shown on plans) (Must be removed by licensed arborist, per City Municipal Code 8.32.110)	5	EA	\$ _____	\$ _____
21	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	23	EA	\$ _____	\$ _____
22	208	Erosion Control Log	100	LF	\$ _____	\$ _____
23	210	Reset Fence (Height and Material Shown on Plan)	428	LF	\$ _____	\$ _____
24	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	3	Lump Sum	\$ _____	\$ _____
25	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1	Lump Sum	\$ _____	\$ _____
26	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	4100	SF	\$ _____	\$ _____
27	214	Deciduous Tree (1 Inch Caliper) (Match in kind)	2	EA	\$ _____	\$ _____
28	304	Aggregate Base Course (Class 6) (12" thick)	50	SY	\$ _____	\$ _____
29	304	Aggregate Base Course (Class 6) (6" thick)	5228	SY	\$ _____	\$ _____

30	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	250	Tons	\$ _____	\$ _____
31	401	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64- 22)(GYR.=75) (Two 2" Lifts)	6235	SY	\$ _____	\$ _____
32	401	Hot Bituminous Pavement (Patching)(2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	3552	SY	\$ _____	\$ _____
33	608/304	Monolithic Vertical Curb, Gutter, and Sidewalk (7-ft wide)	30	SY		\$ _____
34	608.06	Concrete Drainage Pan (6' Wide)	20	SY	\$ _____	\$ _____
35	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____
36	625	Construction Surveying (Includes As- Built Drawings)	1	Lump Sum	\$ _____	\$ _____
37	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
38	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
39	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	6	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>100,000.00</u>
Bid Amount:					\$ _____	

Bid Amount: _____



Purchasing Division

ADDENDUM NO. 3

DATE: November 14, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: IFB-5145-22-DD 2022 Sewer Replacement Unawep Avenue Project

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

Please make note of the following clarifications:

1. **Question:** Item 39 of the Bid Schedule should be 6 EA and not 6 Lump Sum
Answer: Quantity type changed to EA. See attached updated Bid Schedule
2. **Question:** Item 24 should be 3 EA not 3 Lump Sum
Answer: Quantity type changed to EA. See attached updated Bid Schedule
3. **Question:** There is no line item for the 8X4 Sewer Service Tap, Full Body Wye on Addendum 2. I count 1 on Lakeside and 8 on Holly Lane.
Answer: This line item is added, and quantities updated. See attached updated Bid Schedule
4. **Question:** Line Item 9: I am not getting the quantity that the engineer has on the bid schedule. They are showing 9433 LF. I am only getting 8707.
Answer: line item #9 is verified at 959' of open trench Ø8" gravity sewer, assuming the intent was line item #10, quantity of Ø8" pipe burst = 8679'
5. See Updated Bid Schedule <http://trimview.gjcity.org/?=SOLDOC/25073>

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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels

**Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado**

Bid Schedule: 2022 Sewer Replacements - Unawweep Ave						
CONTRACTOR:						
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	101.1	Quality Control testing and inspection as required in table 101 to ensure Work conforms to the Construction Plans and Contract Documents	72	EA	\$ _____	\$ _____
2	102.1	24" Corrugated Metal Pipe (CMP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A bedding material	20	LF	\$ _____	\$ _____
3	102.1	Strom Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ _____	\$ _____
4	102.10a	12" Gravity Storm Sewer Pipe (RCP) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	346	LF	\$ _____	\$ _____
5	103.3	Temporary Support of Utility Pole during open trench work nearby.	23	EA	\$ _____	\$ _____
6	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	167	EA	\$ _____	\$ _____
7	104.4	Encase Sanitary Sewer Pipe in Concrete per City Specification GU-04 (20' long) (if necessary)	2	EA	\$ _____	\$ _____
8	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and End-of-Service Cap)	4244	LF	\$ _____	\$ _____

9	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 imported Trench Backfill Material)	959	LF	\$ _____	\$ _____
10	108.2	8" Gravity Sewer Pipe (Certa-Flo Pipe) (Certa-Flo PVC Gravity Sewer Pipe) (SDR-21) (ASTM D-2241) (20-ft Joints) (Joint Type: Certa-Lok Restrained Joint Integral Bell) (Includes all necessary Pipe-Bursting Installation Equipment) (Pipe Bursting)	8679	LF	\$ _____	\$ _____
11	108.3	8" x 4" Sewer Service Tap, Insert-A-Tee (To be used on the Certa-Flo PVC pipe) (Includes gasket, drilling of hole, bedding material, clean-out and all fittings required to align and connect the sewer service pipe to the sewer tap) (Contractor must properly support the service with crushed pipe bedding material to avoid added stress on the service during backfilling and compaction)	157	EA	\$ _____	\$ _____
11A	108.3	8" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	9	EA	\$ _____	\$ _____
12	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	33	EA	\$ _____	\$ _____
13	108.5	Manhole Barrel Section (D>5') (48" I.D.)	73	Vert. Ft.	\$ _____	\$ _____
14	108.5	Sanitary Sewer Basic Drop Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-04) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ _____	\$ _____

15	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	74	Vert. Ft.	\$ _____	\$ _____
16	202	Removal of Manhole (Remove Manhole Cone Section, Ring, and Cover and deliver to City Shops. Contractor shall fill remaining barrel sections with flow fill material)	3	EA	\$ _____	\$ _____
17	202	Removal of Asphalt Mat (Full Depth)	4388	SY	\$ _____	\$ _____
18	202	Asphalt Removal (Planing) (Thickness Varies)	2628	SY	\$ _____	\$ _____
19	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	870	SY	\$ _____	\$ _____
20	202	Removal of Tree (size shown on plans) (Must be removed by licensed arborist, per City Municipal Code 8.32.110)	5	EA	\$ _____	\$ _____
21	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	23	EA	\$ _____	\$ _____
22	208	Erosion Control Log	100	LF	\$ _____	\$ _____
23	210	Reset Fence (Height and Material Shown on Plan)	428	LF	\$ _____	\$ _____
24	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	3	EA	\$ _____	\$ _____
25	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge	1	Lump Sum	\$ _____	\$ _____

		requirements of the State Permit) (if needed)				
26	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	4100	SF	\$ _____	\$ _____
27	214	Deciduous Tree (1 Inch Caliper) (Match in kind)	2	EA	\$ _____	\$ _____
28	304	Aggregate Base Course (Class 6) (12" thick)	50	SY	\$ _____	\$ _____
29	304	Aggregate Base Course (Class 6) (6" thick)	5228	SY	\$ _____	\$ _____
30	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	250	Tons	\$ _____	\$ _____
31	401	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22) (GYR.=75) (Two 2" Lifts)	6235	SY	\$ _____	\$ _____
32	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	3552	SY	\$ _____	\$ _____
33	608/304	Monolithic Vertical Curb, Gutter, and Sidewalk (7-ft wide)	30	SY		\$ _____
34	608.06	Concrete Drainage Pan (6' Wide)	20	SY	\$ _____	\$ _____
35	620	Portable Sanitary Facility	1	Lump Sum	\$ _____	\$ _____
36	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ _____	\$ _____
37	626	Mobilization	1	Lump Sum	\$ _____	\$ _____
38	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ _____	\$ _____
39	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	6	EA	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>100,000.00</u>
Bid Amount:					\$ _____	

Bid Amount: _____




NOTICE OF AWARD

Date: December 13, 2022
Company: M.A. Concrete Construction, Inc.
Project: 2022 Sewer Replacement – UnawEEP Avenue Project IFB-5145-22-DD

You have been awarded the City of Grand Junction for 2022 Sewer Replacement – UnawEEP Avenue Project IFB-5145-22-DD for a total price of **\$3,203,174.00**.

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


CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: M.A. Concrete Construction, Inc.

By: 
B79F568890F14D5...

Title: project manager

Date: 12/13/2022

4. Contractor's Bid FormBid Date: 11-22-22

Project: IFB-5145-22-DD "2022 Sewer Replacement Unaweep Avenue Project"

Bidding Company: M.A. Concrete Construction, Inc.Name of Authorized Agent: Andy AzcarragaEmail andy@macconcretegj.comTelephone 970-243-3221 Address 2323 River RdCity Grand Junction State CO Zip 81505

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

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

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

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

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

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

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

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

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

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

Company: M.A. Concrete Construction, Inc.Authorized Signature: Andy AzcarragaTitle: Vice 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>Asphalt Specialties G.J, CO</u>	<u>Asphalt</u>	<u>14</u>
<u>CC Enterprises G.J, CO</u>	<u>Traffic Control</u>	<u>1.5</u>
<u>Adcock Concrete G.J, CO</u>	<u>Concrete</u>	<u>.5</u>
<u>High West</u>	<u>Surveying</u>	<u>.5</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 Sewer Replacements - UnawEEP Ave						
CONTRACTOR: <u>M.A. Concrete Construction, Inc.</u>						
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	101.1	Quality Control testing and inspection as required in table 101 to ensure Work conforms to the Construction Plans and Contract Documents	72	EA	\$ <u>200.00</u>	\$ <u>14,400.00</u>
2	102.1	24" Corrugated Metal Pipe (CMP) includes backfill of trench with native materials meeting 103.16 earth backfill materials. Pipe is not to be bedded with Type A bedding material	20	LF	\$ <u>150.00</u>	\$ <u>300.00</u>
3	102.1	Strom Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ <u>4400.00</u>	\$ <u>8800.00</u>
4	102.10a	12" Gravity Storm Sewer Pipe (RCP) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	346	LF	\$ <u>70.00</u>	\$ <u>24,220.00</u>
5	103.3	Temporary Support of Utility Pole during open trench work nearby.	23	EA	\$ <u>500.00</u>	\$ <u>11,500.00</u>
6	104.2	2-Way Sanitary Sewer Service Cleanout (Includes Cleanout Ring and Cover and Concrete Collar in unpaved areas) (See Std Detail SS-07)	167	EA	\$ <u>1000.00</u>	\$ <u>167,000.00</u>
7	104.4	Encase Sanitary Sewer Pipe in Concrete per City Specification GU-04 (20' long) (if necessary)	2	EA	\$ <u>5000.00</u>	\$ <u>10000.00</u>
8	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and End-of-Service Cap)	4244	LF	\$ <u>60.00</u>	\$ <u>254,640.00</u>

9	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 imported Trench Backfill Material)	959	LF	\$ <u>140.00</u>	\$ <u>134,260.00</u>
10	108.2	8" Gravity Sewer Pipe (Certa-Flo Pipe) (Certa-Flo PVC Gravity Sewer Pipe) (SDR-21) (ASTM D-2241) (20-ft Joints) (Joint Type: Certa-Lok Restrained Joint Integral Bell) (Includes all necessary Pipe-Bursting Installation Equipment) (Pipe Bursting)	8679	LF	\$ <u>140.00</u>	\$ <u>1,215,060.00</u>
11	108.3	8" x 4" Sewer Service Tap, Insert-A-Tee (To be used on the Certa-Flo PVC pipe) (Includes gasket, drilling of hole, bedding material, clean-out and all fittings required to align and connect the sewer service pipe to the sewer tap) (Contractor must properly support the service with crushed pipe bedding material to avoid added stress on the service during backfilling and compaction)	157	EA	\$ <u>225.00</u>	\$ <u>35,325.00</u>
11A	108.3	8" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	9	EA	\$ <u>225.00</u>	\$ <u>2,025.00</u>
12	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	33	EA	\$ <u>6000.00</u>	\$ <u>198,000.00</u>
13	108.5	Manhole Barrel Section (D>5') (48" I.D.)	73	Vert. Ft.	\$ <u>250.00</u>	\$ <u>18,250.00</u>
14	108.5	Sanitary Sewer Basic Drop Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-04) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	2	EA	\$ <u>9500.00</u>	\$ <u>19,000.00</u>

15	108.5	Manhole Interior Corrosion Protection (100 mils Dry Film Thickness, min.) (includes manhole surface preparation and filling in bugholes and imperfections prior to coating)	74	Vert. Ft.	\$ <u>750.00</u>	\$ <u>55,500.00</u>
16	202	Removal of Manhole (Remove Manhole Cone Section, Ring, and Cover and deliver to City Shops. Contractor shall fill remaining barrel sections with flow fill material)	3	EA	\$ <u>1350.00</u>	\$ <u>4050.00</u>
17	202	Removal of Asphalt Mat (Full Depth)	4388	SY	\$ <u>6.00</u>	\$ <u>26328.00</u>
18	202	Asphalt Removal (Planing) (Thickness Varies)	2628	SY	\$ <u>6.00</u>	\$ <u>15768.00</u>
19	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	870	SY	\$ <u>10.00</u>	\$ <u>8700.00</u>
20	202	Removal of Tree (size shown on plans) (Must be removed by licensed arborist, per City Municipal Code 8.32.110)	5	EA	\$ <u>1700.00</u>	\$ <u>8500.00</u>
21	208	Storm Drain Inlet Protection (Silt-Sack Style or Approved Equal) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	23	EA	\$ <u>225.00</u>	\$ <u>5175.00</u>
22	208	Erosion Control Log	100	LF	\$ <u>7.00</u>	\$ <u>700.00</u>
23	210	Reset Fence (Height and Material Shown on Plan)	428	LF	\$ <u>40.00</u>	\$ <u>17,120.00</u>
24	210	Reset Irrigation Pipe (PVC Irrigation Pipe) (Includes pipe, fittings, equipment, materials, and labor to relocate irrigation pipe)	3	EA	\$ <u>1000.00</u>	\$ <u>3000.00</u>
25	211	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge	1	Lump Sum	\$ <u>6500.00</u>	\$ <u>6500.00</u>

		requirements of the State Permit) (if needed)				
26	212	Re-Sod Area as Shown (Includes 6" Thick Imported Topsoil placed prior to sod placement)	4100	SF	\$ <u>5.00</u>	\$ <u>20,500.00</u>
27	214	Deciduous Tree (1 Inch Caliper) (Match in kind)	2	EA	\$ <u>600.00</u>	\$ <u>1200.00</u>
28	304	Aggregate Base Course (Class 6) (12" thick)	50	SY	\$ <u>19.00</u>	\$ <u>950.00</u>
29	304	Aggregate Base Course (Class 6) (6" thick)	5228	SY	\$ <u>11.00</u>	\$ <u>57508.00</u>
30	304	Aggregate Base Course (Class 6) - Shoulder Edging Gravel	250	Tons	\$ <u>32.00</u>	\$ <u>8000.00</u>
31	401	Hot Bituminous Pavement (4" Thick) (Grading SX, Binder Grade PG 64-22) (GYR.=75) (Two 2" Lifts)	6235	SY	\$ <u>53.00</u>	\$ <u>330,455.00</u>
32	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, Binder Grade PG 64-22, GYR.=75) (One 2" Lift Top Mat) (T-Top Patch) (See City Std. Detail GU-03)	3552	SY	\$ <u>30.00</u>	\$ <u>106,560.00</u>
33	608/304	Monolithic Vertical Curb, Gutter, and Sidewalk (7-ft wide)	30	SY	<u>200.00</u>	\$ <u>6000.00</u>
34	608.06	Concrete Drainage Pan (6' Wide)	20	SY	\$ <u>200.00</u>	\$ <u>4000.00</u>
35	620	Portable Sanitary Facility	1	Lump Sum	\$ <u>900.00</u>	\$ <u>900.00</u>
36	625	Construction Surveying (Includes As-Built Drawings)	1	Lump Sum	\$ <u>22000.00</u>	\$ <u>22000.00</u>
37	626	Mobilization	1	Lump Sum	\$ <u>146,280.00</u>	\$ <u>146,280.00</u>
38	630	Traffic Control (Complete in Place)	1	Lump Sum	\$ <u>96000.00</u>	\$ <u>96000.00</u>
39	Pump	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	6	EA	\$ <u>6000.00</u>	\$ <u>36,000.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>100,000.00</u>
Bid Amount:					\$ <u>3,200,474.00</u>	

Bid Amount: Three million two hundred thousand four hundred seventy four and ^{no}/₁₀₀

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated November 22, 2022 for construction of 2022 Sewer Line Replacement/Rehabilitation Project - IFB-5145-22-DD (the Project) for the City and

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

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

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

Dated this 22nd day of November, 2022.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road

Grand Junction, CO 81505

Signed: By: Andy Grawaga (seal)

Title: Vice President

Surety: Western Surety Company

Address: 151 N. Franklin Street

Chicago, IL 60606

Signed: By: Tina Marie Post (seal)

Title: Tina Marie Post Attorney-in-Fact

INSTRUCTIONS FOR COMPLETING BID BOND

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

Paul T. Bruflat

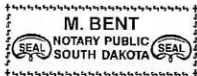
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of November, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

AGENCY CUSTOMER ID: 00022370

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

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

Auto Liability:

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

Umbrella Liability:

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

Excess Liability:

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

Worker's Compensation:

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

IMPORTANT:

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

Dolly Daniels

From: Toby Thieman
Sent: Tuesday, November 22, 2022 5:44 PM
To: Dolly Daniels
Cc: Kenneth Haley
Subject: RE: Bid Recap and MA Concrete Response 2022 Sewer Replacement Unawweep Ave Project IFB-5145-22-DD

Dolly,

We want to accept MA's bid.

My total for MA equals \$3,203,174.00 due to the error on line #2 the \$150 item was only multiplied by 2 instead of 20

I will get you a staff report started tomorrow.

Let me know if you need anything else.

Thanks,

From: Dolly Daniels <dollyd@gjcity.org>
Sent: Tuesday, November 22, 2022 2:25 PM
To: Toby Thieman <tobyth@gjcity.org>
Cc: Kenneth Haley <kennethh@gjcity.org>
Subject: Bid Recap and MA Concrete Response 2022 Sewer Replacement Unawweep Ave Project IFB-5145-22-DD

Toby,

Attached is the bid response from M.A. Concrete Construction and the Bid Recap for the 2022 Sewer Replacement – Unawweep Ave Project.

Please note that Item 2 of the response has a math error which will affect the bottom dollar.

Let me know your path forward as this has a current Council date of 12/7/22, which means I need to provide Council a draft contract by tomorrow and a staff report will need to be started.

Thanks

Dolly Daniels
Senior Buyer, Purchasing Division
City of Grand Junction
910 Main St
Grand Junction, CO 81501
(970)256-4048
dollyd@gjcity.org

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation
organized under the laws of the State of _____ CO _____, hereinafter
referred to as the "Contractor" and Western Surety Company
_____, a corporation organized under the laws of the State of _____ SD
_____, and authorized and licensed to transact business in the State of
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City
of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of
Three Million Two Hundred Three Thousand One Hundred Seventy Four Dollars and 00/100
_____ dollars (\$ 3,203,174.00 _____), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally by these presents.

WHEREAS, the above Contractor has on the 13th day of December,
2022, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of 2022 Sewer Replacement - Unaweep Avenue Project
_____ (the "Project") and Contract No. IFB-5145-22-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 any breach or default by the Contractor under the Contract,
- 3.

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 21st day of December, 2022.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Andy Garrago*

Title: *Project Manager*

ATTEST: *Donna Garrago*
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact



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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation _____ organized
under the laws of the State of _____ CO _____, hereinafter referred to as the
"Contractor" and _____ Western Surety Company _____
_____, a corporation organized under the laws of the State of _____ SD _____
_____, and authorized and licensed to transact business in the State of Colorado,
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of _____
Three Million Two Hundred Three Thousand One Hundred Seventy Four Dollars and 00/100
_____ dollars (\$3,203,174.00 _____), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the _____ 13th _____ day of _____ December _____,
_____ 2022 _____, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of _____ 2022 Sewer Replacement - Unawweep Avenue Project _____
_____ (the "Project") and Contract No. _____ IFB-5145-22-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 attorneys' fees incurred by the City resulting from the failure of the Contractor
to make the payments discussed above, then this obligation shall be null and void,
otherwise, it shall remain in full force and effect.

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 21st day of December, 2022.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Al Caceres*

Title: *Project Manager*

ATTEST: *Donna Azcarago*
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact



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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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



WESTERN SURETY COMPANY

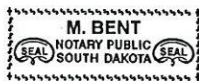
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

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

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of December, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

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

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

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

Auto Liability:

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

Umbrella Liability:

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

Excess Liability:

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

Worker's Compensation:

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

IMPORTANT:

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

NCCI #: WC000313B
Policy #: 4195192

M. A. Concrete Construction, Inc.
PO Box 1968
Grand Junction, CO 81502

Moody-Valley Insurance Agency, Inc.
760 Horizon Drive
#302
Grand Junction, CO 81506-1509
(970) 243-3421

ENDORSEMENT: Blanket Waiver of Subrogation

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

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

SCHEDULE

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: September 1, 2022 Expires on: September 1, 2023
Pinnacol Assurance has issued this endorsement September 2, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY CONTRACTORS EXTENDED LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

It is agreed that the provisions listed below apply only upon the entry of an in the box next to the caption of such provision.

- | | |
|--|---|
| A. <input checked="" type="checkbox"/> Partnership and Joint Venture Extension | M. <input checked="" type="checkbox"/> Construction Project General Aggregate Limits |
| B. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Ongoing Operations | N. <input checked="" type="checkbox"/> Fellow Employee Coverage |
| C. <input checked="" type="checkbox"/> Automatic Waiver of Subrogation | O. <input checked="" type="checkbox"/> Care, Custody or Control |
| D. <input checked="" type="checkbox"/> Extended Notice of Cancellation, Nonrenewal | P. <input checked="" type="checkbox"/> Electronic Data Liability Coverage |
| E. <input checked="" type="checkbox"/> Unintentional Failure to Disclose Hazards | Q. <input checked="" type="checkbox"/> Consolidated Insurance Program Residual Liability Coverage |
| F. <input checked="" type="checkbox"/> Broadened Mobile Equipment | R. <input checked="" type="checkbox"/> Automatic Additional Insureds – Managers or Lessors of Premises |
| G. <input checked="" type="checkbox"/> Personal and Advertising Injury - Contractual Coverage | S. <input checked="" type="checkbox"/> Automatic Additional Insureds – State or Governmental Agency or Political Subdivisions – Permits or Authorizations |
| H. <input checked="" type="checkbox"/> Nonemployment Discrimination | T. <input checked="" type="checkbox"/> Contractors Automatic Additional Insured Coverage – Completed Operations |
| I. <input checked="" type="checkbox"/> Liquor Liability | U. <input checked="" type="checkbox"/> Additional Insured – Engineers, Architects or Surveyors |
| J. <input checked="" type="checkbox"/> Broadened Conditions | |
| K. <input checked="" type="checkbox"/> Automatic Additional Insureds – Equipment Leases | |
| L. <input checked="" type="checkbox"/> Insured Contract Extension - Railroad Property and Construction Contracts | |

A. PARTNERSHIP AND JOINT VENTURE EXTENSION

The following provision is added to **SECTION II - WHO IS AN INSURED** :

The last full paragraph which reads as follows:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability

insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

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

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

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

C. AUTOMATIC WAIVER OF SUBROGATION

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

- 8. Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL

Item **A.2.b.** of the **COMMON POLICY CONDITIONS** , is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , is deleted and replaced with the following:

9. WHEN WE DO NOT RENEW

- a.** If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b.** If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty(60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

F. BROADENED MOBILE EQUIPMENT

Item **12.b.** of **SECTION V - DEFINITIONS** , is deleted and replaced with the following:

12.b. Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE

Exclusion 2.e. of **SECTION I, COVERAGE B** is deleted.

H. NONEMPLOYMENT DISCRIMINATION

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS** , is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

SECTION V - DEFINITIONS , is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

Item **2 Exclusions** of **SECTION I, COVERAGE B** , is amended to include:

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

"Personal and advertising injury" arising out of "discrimination" by or at your, your agents or your "employees" direction or with your, your agents or your "employees" knowledge or consent;

"Personal and advertising injury" arising out of "discrimination" directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any dwelling, permanent lodging or premises by or at the direction of any insured; or

Fines, penalties, specific performance or injunctions levied or imposed by a governmental entity, or governmental code, law, or statute because of "discrimination."

I. LIQUOR LIABILITY

Exclusion 2.c. of **SECTION I, COVERAGE A** , is deleted.

J. BROADENED CONDITIONS

Items **2.a.** and **2.b.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** , are deleted and replaced with the following:

2 Duties In The Event Of Occurrence, Offense, Claim Or Suit:

a. You must see to it that we are notified of an "occurrence" or an offense which may result in a claim as soon as practicable after the "occurrence" has been reported to you, one of your officers or an "employee" designated to give notice to us. Notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Record the specifics of the claim or "suit" and the date received as soon as you, one of your officers, or an "employee" designated to record such information is notified of it; and
- (2) Notify us in writing as soon as practicable after you, one of your officers, your legal department or an "employee" you designate to give us such notice learns of the claims or "suit."

Item **2.e.** is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** :

2.e. If you report an "occurrence" to your workers compensation insurer which develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs **2.a.**, **2.b.**, and **2.c.** However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" may be a liability claim rather than a workers compensation claim.

K. AUTOMATIC ADDITIONAL INSUREDS - EQUIPMENT LEASES

SECTION II - WHO IS AN INSURED is amended to include any person or organization with whom you agree in a written equipment lease or rental agreement to name as an additional insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, at least in part, by your maintenance, operation, or use by you of the equipment leased to you by such person or organization, subject to the following additional exclusions.

The insurance provided to the additional insured does not apply to:

1. "Bodily injury" or "property damage" occurring after you cease leasing the equipment.
2. "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.
3. "Property damage" to:
 - a. Property owned, used or occupied by or rented to the additional insured; or
 - b. Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

L. INSURED CONTRACT EXTENSION - RAILROAD PROPERTY AND CONSTRUCTION CONTRACTS

Item 9. of **SECTION V - DEFINITIONS** , is deleted and replaced with the following.

9. "Insured Contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

M. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMITS

This modifies **SECTION III - LIMITS OF INSURANCE** .

- A.** For all sums which can be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," and for medical expenses under **COVERAGE C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.

- B.** For all sums which cannot be attributed only to ongoing operations at a single construction project for which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I - COVERAGE A**, and for all medical expenses caused by accidents under **SECTION I - COVERAGE C** :
1. Any payments made under **COVERAGE A** for damages or under **COVERAGE C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** Payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If a construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III - LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to be applicable.

N. FELLOW EMPLOYEE COVERAGE

Exclusion 2e. Employers Liability of SECTION I, COVERAGE A, is deleted and replaced with the following:

2e. "Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- (1) Liability assumed by the insured under an "insured contract"; or
- (2) Liability arising from any action or omission of a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business.

Item **2a. (1)(a)** of **SECTION II - WHO IS AN INSURED** , is deleted and replaced with the following:

2a. (1)(a) To you, to your partners or members (if you are a partnership or joint venture) or to your members (if you are a limited liability company), or to your "volunteer workers" while performing duties related to the conduct of your business.

Q. CARE, CUSTODY OR CONTROL

Exclusion 2.j.4 of SECTION I, COVERAGE A is deleted and replaced with the following:

2.j.4 Personal property in the care, custody or control of the insured. However, for personal property in the care, custody or control of you or your "employees," this exclusion applies only to that portion of any loss in excess of \$25,000 per occurrence, subject to the following terms and conditions;

- (a) The most that we will pay under this provision as an annual aggregate is \$100,000, regardless of the number of occurrences.
- (b) This provision does not apply to "employee" owned property or any property that is missing where there is not physical evidence to show what happened to the property.
- (c) The aggregate limit for this coverage provision is part of the General Aggregate Limit and **SECTION III - LIMITS OF INSURANCE** is changed accordingly.
- (d) In the event of damage to or destruction of property covered by this exception, you shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs thereto, at actual cost to you, exclusive of prospective profit or overhead charges of any nature.
- (e) \$2,500 shall be deducted from the total amount of all sums you became obligated to pay as damages on account of damage to or destruction of all property of each person or organization, including the loss of use of that property, as a result of each "occurrence." Our limit of liability under the endorsement as being applicable to each "occurrence" shall be reduced by the amount of the deductible indicated above; however, our aggregate limit of liability under this provision shall not be reduced by the amount of such deductible. The conditions of the policy, including those with respect to duties in the event of "occurrence," claims or "suit" apply irrespective of the application of the deductible amount. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

P. ELECTRONIC DATA LIABILITY COVERAGE

A. Exclusion 2.p. of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I – COVERAGES is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense

incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

B. The following is added to Paragraph 2. EXCLUSIONS of SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY:

2 Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

C. The following definition is added to Section V – DEFINITIONS :

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purposes of this coverage, the definition of "property damage" in SECTION V – DEFINITIONS is replaced by the following:

"Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

Q. CONSOLIDATED INSURANCE PROGRAM RESIDUAL LIABILITY COVERAGE

With respect to "bodily injury", "property damage", or "personal and advertising injury" arising out of your ongoing operations; or operations included within the "products-completed operations hazard", the policy to which this coverage is attached shall apply as excess insurance over coverage available to "you" under a Consolidated Insurance Program (such as an Owner Controlled Insurance Program or Contractors Controlled Insurance Program).

Coverage afforded by this endorsement does not apply to any Consolidated Insurance Program involving a "residential project" or any deductible or insured retention, specified in the Consolidated Insurance Program.

The following is added to **Section V – Definitions**

"Residential project" means any project where 30% or more of the total square foot area of the structures on the project is used or is intended to be used for human residency. This includes but is not limited to single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments and appurtenant structures (including pools, hot tubs, detached garages, guest houses or any similar structures). A "residential project" does not include military owned housing, college/university owned housing or dormitories, long term care facilities, hotels, motels, hospitals or prisons.

All other terms, provisions, exclusions and limitations of this policy apply.

R. AUTOMATIC ADDITIONAL INSUREDS - MANAGERS OR LESSORS OR PREMISES

SECTION II – WHO IS AN INSURED is amended to include:

Any person or organization with whom you agree in a written contract or written agreement to name as an additional insured but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises, designated in the written contract or written agreement, that is leased to you and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured listed in the written contract or written agreement.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

S. AUTOMATIC ADDITIONAL INSUREDS – STATE OR GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISIONS – PERMITS OR AUTHORIZATIONS

SECTION II – WHO IS AN INSURED is amended to include any state or governmental agency or subdivision or political subdivision with whom you are required by written contract, ordinance, law or building code to name as an additional insured subject to the following provisions:

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

This insurance does not apply to:

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

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be

primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

T. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – COMPLETED OPERATIONS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

U. ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

SECTION II – WHO IS AN INSURED is amended to include as an additional insured any architect, engineer or surveyor who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations performed by you or on your behalf.

This includes such architect, engineer or surveyor, who may not be engaged by you, but is contractually required to be added as an additional insured to your policy.

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

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

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
2. Supervisory, inspection or engineering services.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROADENED COVERAGE - AUTOMOBILES

The following modifies insurance provided under:

BUSINESS AUTO COVERAGE FORM

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

- | | |
|---|--|
| 1 - Broad Form Named Insured | 11 - Bodily Injury Extension |
| 2 - Automatic Waiver of Subrogation | 12 - Hired Auto Physical Damage |
| 3 - Automatic Additional Insured | 13 - Enhanced Supplementary Payments |
| 4 - Primary and Noncontributory - Other Insurance Condition | 14 - Fellow Employee Coverage for Designated Positions |
| 5 - Unintentional Failure to Disclose Hazards | 15 - Physical Damage – Transportation Expenses |
| 6 - Extended Notice of Cancellation, Non-Renewal | 16 - Rental Reimbursement Coverage |
| 7 - When We Do Not Renew | 17 - Loan/Lease Gap Coverage |
| 8 - Notice of Knowledge of Accident or Loss | 18 - Accidental Air Bag Discharge Coverage |
| 9 - Employees as Insured | 19 - Glass Repair – Waiver of Deductible |
| 10 - Employee Hired Autos | |

1. BROAD FORM NAMED INSURED

SECTION II. A. 1. -WHO IS AN INSURED - Paragraph d. is added:

- d.** Any organization you newly acquire or form, except for a partnership, joint venture or limited liability company, and over which you maintain majority ownership or interest (51% or more) or for which you have assumed the active management, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is only afforded until the end of the policy period or the 12-month anniversary of the policy inception date, whichever is earlier.

2. AUTOMATIC WAIVER OF SUBROGATION

Section IV – Business Auto Conditions, Paragraph A.5., Transfer of Rights of Recovery Against Others to Us, is deleted and replaced with the following:

- a.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for damages under this coverage form.

3. **AUTOMATIC ADDITIONAL INSURED**

SECTION II – WHO IS AN INSURED, Paragraph A.1, is amended to include as an "insured" any person or organization who is required by written contract or agreement to be an additional insured on your policy, but only with respect to liability arising out of operations performed by you or on your behalf for the additional insured.

4. **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance - Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

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

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

5. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

6. **EXTENDED NOTICE OF CANCELLATION, NON-RENEWAL**

The **COMMON POLICY CONDITIONS** , Item **A.2.b.** is deleted and replaced with the following:

A.2.b. 60 days before the effective date of the cancellation if we cancel for any other reason.

7. **WHEN WE DO NOT RENEW**

SECTION IV – BUSINESS AUTO CONDITIONS , is amended to add Item **B.9.** :

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one-time sixty-day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

8. **NOTICE OF KNOWLEDGE OF ACCIDENT OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS , Item **A.2.a.** is deleted and replaced with the following:

2. **Duties in the Event of Accident, Claim Suit or Loss:**

- a. You must see to it that we are notified of an "accident", "claim", "suit" or "loss" which may result in a claim as soon as practicable after the "occurrence" has been reported to you, a partner, a member, an officer, or an employee designated to give notice to us. Notice should include:

- (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

9. EMPLOYEES AS INSURED

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

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

10. EMPLOYEE HIRED AUTOS

A. Changes In Covered Autos Liability Coverage

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

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

B. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **5.f.** of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

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 an "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".

11. BODILY INJURY EXTENSION

SECTION V - DEFINITIONS , Paragraph **C.** is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these, at any time. Mental anguish means any type of mental or emotional illness or disease.

12. HIRED AUTO PHYSICAL DAMAGE

SECTION III.A.4. - Coverage Extensions - Paragraph **c.** is added:

c. Hired Auto Physical Damage

If Comprehensive, Specified Causes of Loss or Collision coverage is provided under this policy, then Hired Auto Physical Damage is provided for that coverage part subject to the following:

- (1) The most we will pay for any one "accident" or "loss" under this Hired Auto Physical Damage Coverage is the lesser of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or

(c) Cost of repair.

Our obligation to pay for a loss in c.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph c.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph c.(1).

13. ENHANCED SUPPLEMENTARY PAYMENTS

SECTION II.A.2.a. COVERAGE EXTENSIONS, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic laws 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 \$350 a day because of time off from work.

14. FELLOW EMPLOYEE COVERAGE FOR DESIGNATED POSITIONS

The **Fellow Employee Exclusion** contained in **Section II.B.5.** does not apply to the following positions or job titles: foreman, supervisor, manager, officer, partner or other senior level "employee". Coverage is excess over all other collectible insurance.

15. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES

SECTION III.A.4.a. Transportation Expenses is replaced by the following:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".

For autos provided with temporary transportation expense, the following physical damage coverage will apply:

- (1) The most we will pay for any one "accident" or "loss" under the temporary transportation expense physical damage coverage is the lessor of:
 - (a) The any one "Accident" or "Loss" amount of \$100,000;
 - (b) The actual cash value; or
 - (c) Cost of repair.

Our obligation to pay for a loss in a.(1) above will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. The deductible will be waived for "loss" caused by fire or lightning.

- (2) Subject to paragraph a.(1). above, we will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the declarations.
- (3) When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired "auto" resulting from a covered "accident" or "loss", we will cover that financial loss subject to the limit specified in paragraph a.(1).

16. RENTAL REIMBURSEMENT COVERAGE

SECTION III.A.4. - Coverage Extensions - Paragraph d. is added.

- d. If you carry Comprehensive, Specified Causes of Loss or Collision coverage for the damaged covered "auto" as provided under this policy, then Rental Reimbursement Coverage is provided for that coverage part subject to the following:
1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" other than theft, to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
 2. We will only pay for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto"; or,
 - (b) 30 days.
 - (c) Our payment is limited to the lesser of the following amounts:
 - (1) Necessary and actual expenses incurred; or
 - (2) \$50 per day.

17. LOAN/LEASE GAP COVERAGE

Physical Damage Coverage is amended by the addition of the following:

In the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the loan/lease, not to exceed \$2,500 for any one vehicle or \$25,000 annually in aggregate.

For the purposes of this endorsement, "outstanding balance" means the amount you owe on the loan/lease at the time of loss less any amounts representing taxes, overdue payments, penalties, interest or charges resulting from overdue payments, additional mileage charges, excess wear and tear charges or lease termination fees, costs for extended warranties, credit Life Insurance; Health, Accident or Disability Insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

18. ACCIDENTAL AIR BAG DISCHARGE COVERAGE

SECTION III.B.3.a - Exclusions . This exclusion does not apply to the accidental discharge of an air bag.

19. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III.D - Deductible is replaced with the following:

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. The deductible does not apply to glass damage if the glass is repaired rather than replaced.