



**NOTICE TO PROCEED**

Date: February 6, 2023

Contractor: Sorter Construction, Inc.

Project: 24 Road Multi-Modal Path Construction IFB-5134-22-DD

In accordance with the contract dated January 20, 2023, the Contractor is hereby notified to begin work on the Project on or before February 6, 2023 or at the Project Manager's direction.

The date of final completion as determined is July 21, 2023.

**CITY OF GRAND JUNCTION, COLORADO**

\_\_\_\_\_  
Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Sorter Construction, Inc.

By: DocuSigned by:  
Jesse Nelson  
78D1699C3F324AD...

Print Name: Jesse Nelson

Title: General Manager

Date: 2/6/2023



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this **20th day of January 2023** 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 **Sorter 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 **24 Road Multi-Modal Path Construction IFB-5134-22-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; **24 Road Multi-modal Path Construction IFB-5134-22-DD**
- c. Notice of Award
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

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

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Seven Hundred Twenty-Nine Thousand, Nine Hundred, Ten and 00/100 Dollars (\$729,910.00)**. 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 bind itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

#### ARTICLE 8

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

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

          1/24/2023            
Date

**Sorter Construction, Inc.**

DocuSigned by:  
By:           Jesse Nelson            
Jesse Nelson General Manager

          1/20/2023            
Date



**NOTICE OF AWARD**

Date: January 20, 2023  
Company: Sorter Construction, Inc.  
Project: 24 Road Multi-Modal Path Construction IFB-5134-22-DD

---

You have been awarded the City of Grand Junction Contract for 24 Road Multi-Modal Path Construction IFB-5134-22-DD for a total price of **\$729,910.00**.

Please notify Lisa Froshaug City of Grand Junction Public Works Project Engineer at 970-244-1592 or [lisafr@gjcity.org](mailto:lisafr@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

Duane Hoff, Jr. Contracts Administrator

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Sorter Construction, Inc.

DocuSigned by:

*Jesse Nilson*

78D1699C3F324AD...

By: \_\_\_\_\_

Title: General Manager

Date: 1/20/2023



**Purchasing Division**

## **Invitation for Bid**

**IFB-5134-22-DD**

**24 Road Multi-modal Path Construction  
CDOT Project No. MTF M555-035 (24077)**

### **Responses Due:**

**December 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](http://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](mailto: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
	Price Proposal/Bid Schedule Form
	Attachments
	Appendixes
	A: Geotechnical Investigation Report
	B: Leach Creek Pedestrian Bridge Hydraulic Report
	C: Special Provisions
	D: 24 Road Bike Path (Final)
	E: CDOT Forms



## **1. Instructions to Bidders**

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

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to construct a multi-modal path along the east side of 24 Road south of G Road. 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](mailto: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 22, 2022, at 10:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**
- 1.3. Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, *all applications must be submitted no later than the application due date stated in the solicitation document.* Contractors may view its 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](http://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 24 Road Multi-modal Path Construction IFB-5134-22-DD  
Dec 22, 2022, 2:00 – 2:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone.  
<https://meet.goto.com/403677693>

You can also dial in using your phone.

Access Code:  
403-677-693  
United States:  
[+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID:  
403-677-693  
Dial in or type:  
67.217.95.2 or inroomlink.goto.com  
Or dial directly:  
403677693@67.217.95.2 or 67.217.95.2##403677693

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

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

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents;

additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated

installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, it 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 its own awards on its respective Purchase Orders through its purchasing office or use its 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 its 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.
- (d)

### **3. Statement of Work**

**3.1. GENERAL:** The work request is for construction of a new concrete pedestrian and bicycle trail from south of G Road to the existing trail at Woodspring Suites along the east side of Leach Creek and 24 Road. The improvements will include earthwork, aggregate base course, concrete trail placement, construction of a pedestrian bridge, and electrical lighting along the path.

**3.2. PROJECT DESCRIPTION:** The project includes approximately 1,760 square yards of new 6" concrete sidewalk underlain by 6 inches of Class 6 aggregate base course for a trail along the east side of Leach Creek and 24 Road, from south of G Road to the existing trail at Woodspring Suites. This project also includes reinforced concrete abutments founded on H-piles to support a premanufactured steel bridge over Leach Creek, along with pedestrian lighting along the trail. A sanitary sewer extension will also be installed prior to trail construction. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

#### **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 22, 2022, at 10:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5<sup>th</sup> Street, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB). **NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.**

#### **3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Dolly Daniels, Senior Buyer  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Lisa Froshaug, Project Engineer, who can be reached at (970) 244-1592. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

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

**3.3.4 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970) 244-1545. During

Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

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

- 2E - Concrete, Sidewalk, Curb, & Gutter (CDOT 12)
- 2G - Small Bridges & Structures (CDOT 10 & 11)
- 

Contractors may view its 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 165 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

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

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

Stormwater Construction Permit

The following permits are required for the Project and shall be obtained but not paid for by the Contractor:

Stormwater Construction Permit

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:

Right-of-way Permit (if needed)

**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 Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.
- 3.3.20 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.
- 3.3.21 Quality Control Testing:** Supplier shall perform quality control testing on concrete. The City will perform all other necessary QA/QC.
- 3.3.22 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plans
  - Project Schedule
- 3.3.23 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.24 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.
- 3.3.25 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.26 Existing Utilities and Structures:** Utilities were not potholed during design of this project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

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

**3.3.28 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

**3.3.29 Work to be Performed by the City (Prior to Construction):**  
None

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

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

**3.4. SCOPE OF WORK:** See linked Construction Drawings/Specifications below.

**3.5. Attachments: (Click on links for access)**

Appendix A: Geotechnical Investigation Report <http://trimview.gjcity.org/?=SOLDOC/24851>

Appendix B: Hydraulic Report <http://trimview.gjcity.org/?=SOLDOC/24852>

Appendix C: Specifications <http://trimview.gjcity.org/?=SOLDOC/24853>

Appendix D: Construction Drawings <http://trimview.gjcity.org/?=SOLDOC/24854>

Appendix E: CDOT Solicitation Forms <http://trimview.gjcity.org/?=SOLDOC/24855>

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

- **Contractor's Bid Form**
- **Sub-contractors Form**
- **Price Bid Schedule**
- **CDOT Forms**
  - 604 – Statement of Residency for Bid Preference**
  - 605 – Contractors Performance Statement**
  - 606 – Anti-Collusion Affidavit**
  - 621 – Assignment of Antitrust Claims**



**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	November 10, 2022
Mandatory Pre-Bid Meeting	November 22, 2022
Pre-Qualification Application Deadline	November 28, 2022
Inquiry deadline, no questions after this date	December 1, 2022
Addendum Posted	December 5, 2022
Submittal deadline for proposals	December 22, 2022
City Council Approval	January 18, 2023
Notice of Award & Contract execution	January 19, 2023
Bonding & Insurance Cert due	January 24, 2023
Preconstruction meeting	January 25, 2023
Work begins no later than	January 30, 2023
Final Completion	July 13, 2023
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

## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-5134-22-DD "24 Road Multi-modal Path Construction - CDOT Project No. MTF M555-035 (24077)"

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

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

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



Purchasing Division

## **ADDENDUM NO. 1**

**DATE: November 21, 2022**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction**  
**CDOT Project No. MTF M555-035 (24077)**

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. **Revised Appendix C Special Provisions** Open Link Below  
<http://trimview.gjcity.org/?=SOLDOC/25105>
2. **Revised Appendix D 24 Road Bike Path Construction Bid Plans** Open Link Below  
<http://trimview.gjcity.org/?=SOLDOC/25106>

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 29, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction  
CDOT Project No. MTF M555-035 (24077)

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:** What are the CDOT project requirements form the contractor during construction?  
**Answer:** The contractor is required to submit all documentation outlined in section 8.3.1 and 8.5.6 of CDOT's Local Agency Project Desk Reference. They are also required to utilize CDOT's B2G Now platform for documentation of prompt payment and the Approval to Sublet form.
2. **Question:** Is certified payroll required?  
**Answer:** No, certified payroll is not required.
3. **Question:** Are Davis-Bacon wages required?  
**Answer:** No, Davis-Bacon wages are not required.
4. **Question:** Can you confirm the topsoil quantities posted on the bid schedule?  
**Answer:** Topsoil (including Stockpile) quantity shall be revised to 130 CY for the minimum 6" thickness required by CDOT Spec Section 207. Please note that a majority of this topsoil will need to be imported. (**See Attached Revised Bid Schedule and revised Page 6 of Appendix D with corrected quantity**)
5. **Question:** Can you confirm if the contractor needs to perform quality control testing on subgrade and aggregate base course compaction?  
**Answer:** This will be addressed in a forthcoming addendum pending a response from CDOT.

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: 24077 - 24 Road Bike Path (Addendum 2)**

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	201- Clearing and Grubbing 00000		Lump Sum	---	\$ _____
2	202- Removal of Pipe 00035	16.	LF	\$ _____	\$ _____
3	202- Removal of Fence 01000	1,100.	LF	\$ _____	\$ _____
4	203- Embankment Material (Complete in 00060 Place)	423.	CY	\$ _____	\$ _____
5	206- Structural Excavation 00000	30.	CY	\$ _____	\$ _____
6	206- Structure Backfill (Class 1) 00100	40.	CY	\$ _____	\$ _____
7	206- Structure Backfill (Class 2) 00200	10.	CY	\$ _____	\$ _____
8	207- Topsoil (Including Stockpile) 00206	130.	CY	\$ _____	\$ _____
9	208- Erosion Log Type 1 (9 Inch) 00012	3,300.	LF	\$ _____	\$ _____
10	208- Concrete Washout Structure 00045	2.	EA	\$ _____	\$ _____
11	208- Vehicle Tracking Pad 00070	2.	EA	\$ _____	\$ _____
12	208- Water Control 00400		Lump Sum	---	\$ _____
13	212- Seeding (Native) (Hydroseed) 00007	0.51	ACRE	\$ _____	\$ _____
14	240- Wildlife Biologist 00015	40.	HOUR	\$ _____	\$ _____
15	304- Aggregate Base Course (Class 3) 03000	810.	TONS	\$ _____	\$ _____
16	304- Aggregate Base Course (Class 6) 06000	970.	TONS	\$ _____	\$ _____
17	306- Reconditioning (12" Deep) 01000	2,630.	SY	\$ _____	\$ _____
18	420- Geotextile (Separator)(Class 1) 00132	2,630.	SY	\$ _____	\$ _____
19	502- Pile Tip 00460	4.	EA	\$ _____	\$ _____
20	502- Complete Joint Penetration (CJP) Splice 00500	4.	EA	\$ _____	\$ _____
21	502- Steel Piling (HP 12x53) 11253	200.	LF	\$ _____	\$ _____
22	506- Riprap (6 Inch) 00206	50.	CY	\$ _____	\$ _____
23	514- Pedestrian Railing (Steel) (Special) 00042	20.	LF	\$ _____	\$ _____
24	601- Concrete Class D (Bridge) 03040	20.	CY	\$ _____	\$ _____
25	601- Structural Concrete Coating 40300	30.	SY	\$ _____	\$ _____

**Bid Schedule: 24077 - 24 Road Bike Path (Addendum 2)**

Item No.	Description	Quantity	Units	Unit Price	Total Price
26	602- Reinforcing Steel (Epoxy Coated) 00000	2,200.	LB	\$ _____	\$ _____
27	603- 18 Inch Reinforced Concrete Pipe 01185 (Complete In Place)	72.	LF	\$ _____	\$ _____
28	603- 8" PVC Pipe (SDR-35) (Complete in 50008 Place)	35.	LF	\$ _____	\$ _____
29	604- Manhole Slab Base (10 Foot) 30010	1.	EA	\$ _____	\$ _____
30	607- Fence Wire with Treated Wooden Posts 01055	1,060.	LF	\$ _____	\$ _____
31	608- Concrete Bikeway (6 Inch) 00026	1,785.	SY	\$ _____	\$ _____
32	613- 2 Inch Electrical Conduit (Plastic) 01200	1,868.	LF	\$ _____	\$ _____
33	613- Type One Pull Box 07001	22.	EA	\$ _____	\$ _____
34	613- Wiring 10000	Lump	SUM	---	\$ _____
35	613- Light Standard and Luminaire 30005 (Pedestrian)	19.	EA	\$ _____	\$ _____
36	613- Light Standard Foundation (Special) 40012	19.	EA	\$ _____	\$ _____
37	613- Light Standard and Luminaire 30006 (Pedestrian BRIDGE)	18.	EA	\$ _____	\$ _____
38	620- Sanitary Facility 00020	Lump	SUM	---	\$ _____
39	625- Construction Surveying 00000	Lump	SUM	---	\$ _____
40	626- Mobilization 00000	Lump	SUM	---	\$ _____
41	628- Bridge Girder and Deck Unit (45 Feet to 00045 50 Feet)	1.	EA	\$ _____	\$ _____
42	630 Traffic Control (Complete In Place)	Lump	SUM	---	\$ _____
43	630 Traffic Control Plan	Lump	SUM	---	\$ _____
MCR	MINOR CONTRACT REVISIONS	---	---	---	\$ <u>50,000.00</u>
				<b>Bid Amount:</b>	\$ _____

**Bid Amount:****dollars**



INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	TRAIL		BRIDGE		PROJECT TOTAL	
BOOK	PAGE	SHEET				PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.
			201-00000	Clearing and Grubbing	LS	1		0		1	
			202-00035	Removal of Pipe	LF	16		0		16	
			202-01000	Removal of Fence	LF	1100		0		1100	
			203-00060	Embankment Material (Complete in Place)	CY	423		0		423	
			206-00000	Structural Excavation	CY	0		30		30	
			206-00100	Structure Backfill (Class 1)	CY	0		40		40	
			206-00200	Structure Backfill (Class 2)	CY	0		10		10	
			207-00206	Topsoil (Including Stockpile)	CY	130		0		130	
			208-00012	Erosion Log Type 1 (9 Inch)	LF	3300		0		3300	
			208-00045	Concrete Washout Structure	EA	2		0		2	
			208-00070	Vehicle Tracking Pad	EA	2		0		2	
			208-00400	Water Control	LS	1		0		1	
			212-00007	Seeding (Native) (Hydroseed)	ACRE	0.51		0		0.51	
			240-00015	Wildlife Biologist	HOUR	40		0		40	
			304-03000	Aggregate Base Course (Class 3)	TONS	810		0		810	
			304-06000	Aggregate Base Course (Class 6)	TONS	970		0		970	
			306-01000	Reconditioning (12" Deep)	SY	2630		0		2630	
			420-00132	Geotextile (Separator)(Class 1)	SY	2630		0		2630	
			502-00460	Pile Tip	EA	0		4		4	
			502-00500	Complete Joint Penetration (CJP) Splice	EA	0		4		4	
			502-11253	Steel Piling (HP 12x53)	LF	0		200		200	
			506-00206	Riprap (6 Inch)	CY	0		50		50	
			514-00042	Pedestrian Railing (Steel) (Special)	LF	0		20		20	
			601-03040	Concrete Class D (Bridge)	CY	0		16		16	
			601-40300	Structural Concrete Coating	SY	0		20		20	
			602-00000	Reinforcing Steel (Epoxy Coated)	LB	0		2200		2200	
			603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	72		0		72	
			603-50008	8" PVC Pipe (SDR-35) (Complete in Place)	LF	35		0		35	
			604-30010	Manhole Slab Base (10 Foot)	EA	1		0		1	
			607-01055	Fence Wire with Treated Wooden Posts	LF	1060		0		1060	
			608-00026	Concrete Bikeway (6 Inch)	SY	1760		0		1760	
			613-01200	2 Inch Electrical Conduit (Plastic)	LF	1868		0		1868	
			613-07001	Type One Pull Box	EA	22		0		22	
			613-10000	Wiring	LS	1		0		1	
			613-30005	Light Standard and Luminaire (Pedestrian)	EA	19		0		19	
			613-40012	Light Standard Foundation (Special)	EA	19		0		19	
			613-30006	Light Standard and Luminaire (Pedestrian BRIDGE)	EA	0		18		18	
			620-00020	Sanitary Facility	LS	1		0		1	
			625-00000	Construction Surveying	LS	1		0		1	
			626-00000	Mobilization	LS	1		0		1	
			628-00045	Bridge Girder and Deck Unit (45 Feet to 50 Feet)	EA	0		1		1	
			630	Traffic Control (Complete In Place)	LS	1		0		1	
			630	Traffic Control Plan	LS	1		0		1	

REVISION $\Delta$ REV 1	DESCRIPTION	DATE	DRAWN BY JCS	DATE 2021
REVISION $\Delta$ REV 2			DESIGNED BY JCS	DATE 2021
REVISION $\Delta$ REV 3			CHECKED BY KA	DATE OCTOBER 2022
REVISION $\Delta$ REV 4			APPROVED BY KH	DATE OCTOBER 2022

NO SCALE



PUBLIC WORKS  
ENGINEERING DIVISION  
PROJECT NO. MTF M555-035

24 ROAD BIKE PATH  
SUMMARY OF APPROXIMATE QUANTITIES  
November 29, 2022



Purchasing Division

**ADDENDUM NO. 3**

**DATE: November 30, 2022**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction**  
**CDOT Project No. MTF M555-035 (24077)**

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:** Will the City consider extending the question deadline one week to December 8<sup>th</sup> to allow contractors time to develop questions as they are bidding the project?
- Answer:** Yes, the inquiry deadline has been revised to December 8, 2022, and the posting of the final addendum has been revised to December 12, 2022.

Invitation For Bids available	November 10, 2022
Mandatory Pre-Bid Meeting	November 22, 2022
Pre-Qualification Application Deadline	November 28, 2022
Inquiry deadline, no questions after this date	<del>December 1, 2022</del> December 8, 2022
Addendum Posted	<del>December 5, 2022</del> December 12, 2022
Submittal deadline for proposals	December 22, 2022
City Council Approval	January 18, 2023
Notice of Award & Contract execution	January 19, 2023
Bonding & Insurance Cert due	January 24, 2023
Preconstruction meeting	January 25, 2023
Work begins no later than	January 30, 2023
Final Completion	July 13, 2023
Holidays:	
Veterans Day	November 11, 2022
Thanksgiving	November 24/25, 2022
Christmas (Observed)	December 26, 2022
New Year's (Observed)	January 2, 2023
MLK Day	January 16, 2023
Presidents' Day	February 20, 2023
Memorial Day	May 29, 2023
Juneteenth	June 19, 2023
Independence Day	July 4, 2023

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 style with a prominent initial "D".

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 4**

**DATE:** December 6, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction  
CDOT Project No. MTF M555-035 (24077)

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 23 Pedestrian Railing is listed as a Special, but a Special Provision for it was not provided in Appendix C. Will the Owner provide the Special Provision for this item?  
**Answer:** Please refer to CDOT 2022 Standard Specifications, Sections 514 and Sheet B09 of Construction Drawings for specifications and details of pedestrian railing. No separate Project Special Provision will be given.
2. **Question:** The Concrete Bench Pads shown on Sheet 14 of 16, will this be paid with the Bike Path in item 31? If not, will the Owner provide a pay item for the bench pads?  
**Answer:** The Concrete Bench Pads shall be paid utilizing the "Concrete Bikeway (6 inch)" item. **(See Attached Revised Bid Schedule and Revised Page 6 & 7 of Appendix D with Corrected Quantity)**  
Revised Bid Schedule <http://trimview.gjcity.org/?=SOLDOC/25147>  
Revised Pages Appendix D <http://trimview.gjcity.org/?=SOLDOC/25148>
3. **Question:** Item 29, please confirm this item pays for the manhole and the manhole base.  
**Answer:** Yes, please refer to CDOT M-Standard M-604-20 for precast manhole details. Item includes manhole and manhole base. **(See Attached Revised Page 12 of Appendix D with Corrected CDPT M-Standard)**  
Revised Pages Appendix D <http://trimview.gjcity.org/?=SOLDOC/25148>
4. **Question:** Due to the volatility of pricing, most of our material and subcontractor quotes will be good for only 30 days or less. With the bid due date of 12/22/23 and a Contract Execution date of 1/19/22, we will be unable to procure materials after submittals are approved within that time frame. If prices rise between the time of bid and the time of purchase, will the Owner compensate the Contractor for those price changes? Conversely. If prices go down, the Contractor would be able to pass those savings on to the Owner.

**Answer:** The duration between bid opening and contract execution is 28 days. The bid tabulation cannot be modified. However, the City will do its best to provide notice of award prior to the 30-day quote expiration.

5. **Question:** Please confirm the bikeway path concrete is unreinforced. If reinforced, please direct the contractor to the standard for reinforcement or supplement the plans with detail and provide a bid item for which it will be paid if separate from the Concrete Bikeway (6 inch).

**Answer:** Yes, the Concrete Bikeway (6 inch) is unreinforced.

6. **Question:** The bridge typical section on B-02 shows a concrete on metal deck surface and a note below states the "Contractor shall coordinate with bridge supplier to determine deck quantities". Is it the intent of the Engineer to have the bridge supplier design the concrete deck including reinforcement, thickness, and concrete specifications? If not, will the Engineer provide that information? Will the concrete deck be incidental to item 41; Bridge Girder and Deck Unit (45 Feet to 50 Feet)?

**Answer:** Yes, the bridge supplier shall design the concrete deck reinforcement and thickness. The concrete deck shall be Class D. Yes, the concrete deck is incidental to Item 41 Bridge Girder and Deck Unit (45 feet to 50 feet).

7. **Question:** On sheet B08, the expansion cover detail calls out for an "elastomeric pad each side of joint attached with adhesive" and the abutment and wingwall sections call out an "isolation joint with elastomeric sealant". Is it the intent of the Engineer to have the bridge supplier provide the material specifications for the pad, joint material, and sealant? If not, will the Engineer provide that information? Will these items be incidental to item 41: Bridge Girder and Deck Unit (45 Feet to 50 Feet)?

**Answer:** The expansion joint is at each end of the bridge between the abutment stem and the bridge deck. The isolation joint is between the concrete path and either the abutment stem or wingwall. They are not the same item. The expansion joint cover and elastomeric pad are incidental to Item 628-Bridge Girder and Deck Unit (45 Feet to 50 Feet). The elastomeric pad shall comply with Section 705-06 of the CDOT standard Specification for Road and Bridge Construction. The thickness of the pad shall be 1/8 inch. The isolation joint shall comply with Section 608.03(e) of the CDOT Standard Specification and is incidental to Item 601-Concrete Class D (Bridge). The Elastomeric Sealant shall comply with Section 705.01 of the CDPT Standard Specification for Silicone Sealant.

8. **Question:** Pages 41 thru 52 when you go to print these sheets the lines on the sheets disappear, the notes and arrows stay but all the line don't show up and these are needed for my electrical contractors to be able to give us an accurate quote for this material. Can you please see if this can be fixed and resent back out to the Contractors, please?

**Answer:** These were revised on Addendum No. 1. Please use these links.  
Appendix C Special Provisions  
<http://trimview.gjcity.org/?=SOLDOC/25105>  
Appendix D Construction Bid Plans  
<http://trimview.gjcity.org/?=SOLDOC/25106>

9. **Question:** Can you confirm if the contractor needs to perform quality control testing on the subgrade and aggregate base course compaction?

**Answer:** Yes, the Contractor is responsible for QC as per the CDOT Field Materials Manual and CDOT Construction Specifications. Control Plans, as required for the materials manual, for the Embankment, Pre-Pave, Pre-Pour, Hot Mix Asphalt, Portland Cement Concrete Pavement, etc. must be submitted at the Pre-Construction meeting. Because of the CDOT funding, CDOT QA/QC materials procedures must be followed and not the typical City practices.

Contractors are directed to review the Special Notice to Contractors in the 2021 CDOT Field Materials Manual located at the following link:

<https://www.codot.gov/business/designsupport/materials-and-geotechnical/manuals/2021-fmm/intro-docs/07-contractor-special-notice-21>

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

All other conditions of subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

**Bid Schedule: 24077 - 24 Road Bike Path (Addendum 4)**

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	201- Clearing and Grubbing 00000		Lump Sum	---	\$ _____
2	202- Removal of Pipe 00035	16.	LF	\$ _____	\$ _____
3	202- Removal of Fence 01000	1,100.	LF	\$ _____	\$ _____
4	203- Embankment Material (Complete in 00060 Place)	423.	CY	\$ _____	\$ _____
5	206- Structural Excavation 00000	30.	CY	\$ _____	\$ _____
6	206- Structure Backfill (Class 1) 00100	40.	CY	\$ _____	\$ _____
7	206- Structure Backfill (Class 2) 00200	10.	CY	\$ _____	\$ _____
8	207- Topsoil (Including Stockpile) 00206	130.	CY	\$ _____	\$ _____
9	208- Erosion Log Type 1 (9 Inch) 00012	3,300.	LF	\$ _____	\$ _____
10	208- Concrete Washout Structure 00045	2.	EA	\$ _____	\$ _____
11	208- Vehicle Tracking Pad 00070	2.	EA	\$ _____	\$ _____
12	208- Water Control 00400		Lump Sum	---	\$ _____
13	212- Seeding (Native) (Hydroseed) 00007	0.51	ACRE	\$ _____	\$ _____
14	240- Wildlife Biologist 00015	40.	HOUR	\$ _____	\$ _____
15	304- Aggregate Base Course (Class 3) 03000	810.	TONS	\$ _____	\$ _____
16	304- Aggregate Base Course (Class 6) 06000	990.	TONS	\$ _____	\$ _____
17	306- Reconditioning (12" Deep) 01000	2,630.	SY	\$ _____	\$ _____
18	420- Geotextile (Separator)(Class 1) 00132	2,630.	SY	\$ _____	\$ _____
19	502- Pile Tip 00460	4.	EA	\$ _____	\$ _____
20	502- Complete Joint Penetration (CJP) Splice 00500	4.	EA	\$ _____	\$ _____
21	502- Steel Piling (HP 12x53) 11253	200.	LF	\$ _____	\$ _____
22	506- Riprap (6 Inch) 00206	50.	CY	\$ _____	\$ _____
23	514- Pedestrian Railing (Steel) (Special) 00042	20.	LF	\$ _____	\$ _____
24	601- Concrete Class D (Bridge) 03040	20.	CY	\$ _____	\$ _____
25	601- Structural Concrete Coating 40300	30.	SY	\$ _____	\$ _____

**Bid Schedule: 24077 - 24 Road Bike Path (Addendum 4)**

Item No.	Description	Quantity	Units	Unit Price	Total Price
26	602- Reinforcing Steel (Epoxy Coated) 00000	2,200.	LB	\$ _____	\$ _____
27	603- 18 Inch Reinforced Concrete Pipe 01185 (Complete In Place)	72.	LF	\$ _____	\$ _____
28	603- 8" PVC Pipe (SDR-35) (Complete in 50008 Place)	35.	LF	\$ _____	\$ _____
29	604- Manhole Slab Base (10 Foot) 30010	1.	EA	\$ _____	\$ _____
30	607- Fence Wire with Treated Wooden Posts 01055	1,060.	LF	\$ _____	\$ _____
31	608- Concrete Bikeway (6 Inch) 00026	1,792.	SY	\$ _____	\$ _____
32	613- 2 Inch Electrical Conduit (Plastic) 01200	1,868.	LF	\$ _____	\$ _____
33	613- Type One Pull Box 07001	22.	EA	\$ _____	\$ _____
34	613- Wiring 10000	Lump	SUM	---	\$ _____
35	613- Light Standard and Luminaire 30005 (Pedestrian)	19.	EA	\$ _____	\$ _____
36	613- Light Standard Foundation (Special) 40012	19.	EA	\$ _____	\$ _____
37	613- Light Standard and Luminaire 30006 (Pedestrian BRIDGE)	18.	EA	\$ _____	\$ _____
38	620- Sanitary Facility 00020	Lump	SUM	---	\$ _____
39	625- Construction Surveying 00000	Lump	SUM	---	\$ _____
40	626- Mobilization 00000	Lump	SUM	---	\$ _____
41	628- Bridge Girder and Deck Unit (45 Feet to 00045 50 Feet)	1.	EA	\$ _____	\$ _____
42	630 Traffic Control (Complete In Place)	Lump	SUM	---	\$ _____
43	630 Traffic Control Plan	Lump	SUM	---	\$ _____
MCR	MINOR CONTRACT REVISIONS	---	---	---	\$ 50,000.00
				<b>Bid Amount:</b>	\$ _____

**Bid Amount:****dollars**



INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	TRAIL		BRIDGE		PROJECT TOTAL	
BOOK	PAGE	SHEET				PLAN	AS CONST.	PLAN	AS CONST.	PLAN	AS CONST.
			201-00000	Clearing and Grubbing	LS	1		0		1	
			202-00035	Removal of Pipe	LF	16		0		16	
			202-01000	Removal of Fence	LF	1100		0		1100	
			203-00060	Embankment Material (Complete in Place)	CY	423		0		423	
			206-00000	Structural Excavation	CY	0		30		30	
			206-00100	Structure Backfill (Class 1)	CY	0		40		40	
			206-00200	Structure Backfill (Class 2)	CY	0		10		10	
			207-00206	Topsoil (Including Stockpile)	CY	130		0		130	
			208-00012	Erosion Log Type 1 (9 Inch)	LF	3300		0		3300	
			208-00045	Concrete Washout Structure	EA	2		0		2	
			208-00070	Vehicle Tracking Pad	EA	2		0		2	
			208-00400	Water Control	LS	1		0		1	
			212-00007	Seeding (Native) (Hydroseed)	ACRE	0.51		0		0.51	
			240-00015	Wildlife Biologist	HOUR	40		0		40	
			304-03000	Aggregate Base Course (Class 3)	TONS	810		0		810	
			304-06000	Aggregate Base Course (Class 6)	TONS	990		0		990	
			306-01000	Reconditioning (12" Deep)	SY	2630		0		2630	
			420-00132	Geotextile (Separator)(Class 1)	SY	2630		0		2630	
			502-00460	Pile Tip	EA	0		4		4	
			502-00500	Complete Joint Penetration (CJP) Splice	EA	0		4		4	
			502-11253	Steel Piling (HP 12x53)	LF	0		200		200	
			506-00206	Riprap (6 Inch)	CY	0		50		50	
			514-00042	Pedestrian Railing (Steel) (Special)	LF	0		20		20	
			601-03040	Concrete Class D (Bridge)	CY	0		16		16	
			601-40300	Structural Concrete Coating	SY	0		20		20	
			602-00000	Reinforcing Steel (Epoxy Coated)	LB	0		2200		2200	
			603-01185	18 Inch Reinforced Concrete Pipe (Complete In Place)	LF	72		0		72	
			603-50008	8" PVC Pipe (SDR-35) (Complete in Place)	LF	35		0		35	
			604-30010	Manhole Slab Base (10 Foot)	EA	1		0		1	
			607-01055	Fence Wire with Treated Wooden Posts	LF	1060		0		1060	
			608-00026	Concrete Bikeway (6 Inch)	SY	1792		0		1792	
			613-01200	2 Inch Electrical Conduit (Plastic)	LF	1868		0		1868	
			613-07001	Type One Pull Box	EA	22		0		22	
			613-10000	Wiring	LS	1		0		1	
			613-30005	Light Standard and Luminaire (Pedestrian)	EA	19		0		19	
			613-40012	Light Standard Foundation (Special)	EA	19		0		19	
			613-30006	Light Standard and Luminaire (Pedestrian BRIDGE)	EA	0		18		18	
			620-00020	Sanitary Facility	LS	1		0		1	
			625-00000	Construction Surveying	LS	1		0		1	
			626-00000	Mobilization	LS	1		0		1	
			628-00045	Bridge Girder and Deck Unit (45 Feet to 50 Feet)	EA	0		1		1	
			630	Traffic Control (Complete In Place)	LS	1		0		1	
			630	Traffic Control Plan	LS	1		0		1	

REVISION $\Delta$ REV 1	DESCRIPTION	DATE	DRAWN BY	JCS	DATE	2021
REVISION $\Delta$ REV 2			DESIGNED BY	JCS	DATE	2021
REVISION $\Delta$ REV 3			CHECKED BY	KA	DATE	OCTOBER 2022
REVISION $\Delta$ REV 4			APPROVED BY	KH	DATE	OCTOBER 2022

NO SCALE



**PUBLIC WORKS**  
**ENGINEERING DIVISION**  
 PROJECT NO. MTF M555-035

**24 ROAD BIKE PATH**  
**SUMMARY OF APPROXIMATE QUANTITIES**  
 December 5, 2022



Purchasing Division

## ADDENDUM NO. 5

**DATE:** December 9, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction  
CDOT Project No. MTF M555-035 (24077)

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

Please make note of the following clarifications:

- Question:** I do not see a note for a centerline joint on the proposed path. ACI allows for 12' joint spacing with the proposed (6") thickness. Does the City want a centerline joint on the proposed path?

**Answer:** Yes, please include a centerline joint on the bike path and every 8' feet transverse.
- Question:** Item #27- Will ADS HP corrugated pipe (CDOT approved type) be accepted as an alternate to the RCP? Also, plans just show "pipe end", is that to mean the ends will remain open? Or is there something like a grate or flare end section to be at the end of the pipes?

**Answer:** ADS HP Pipe will not be accepted as an alternative. RCP material is required. The ends will remain open. Grates or flare ends are not required.

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

All other conditions of subject remain the same.

Respectfully,

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

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

**SUMMARY OF EARTHWORK QUANTITIES**

INDEX			PROJECT TOTAL
Book	Page	Sheet	
			<b>203-00060 EMBANKMENT MATERIAL (CIP)</b>
			QUANTITY CALCULATED FROM CIVIL3D - TIN SUBTRACTION
			CU. YD. 1250
			As Const.
			MINUS CONCRETE BIKE PATH AND ASSOCIATED CL. 6 PRISM
			-827
			<b>TOTAL FOR PAY QUANTITIES 423</b>
			<b>UNCLASSIFIED EXCAVATION (CIP) (FOR INFORMATION ONLY)</b>
			(QUANTITY CALCULATED FROM CIVIL3D - TIN SUBTRACTION)
			CU. YD.
			UNCLASSIFIED EXCAVATION (INCLUDES TAILWATER DITCH)
			42
			<b>TOTAL 42</b>

INDEX			EARTHWORK QUANTITIES BALANCE (FOR INFORMATION ONLY)	PROJECT TOTAL	
Book	Page	Sheet		CU. YD.	As Const.
			<b>EMBANKMENT MATERIAL EXPANDED</b>		
			EMBANKMENT TIMES FACTOR 1.15	486	
			<b>BALANCE</b>		
			Import Material Required	444	

**NOTES**

- HAULING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN THE WORK.
- THERE IS NO DESIGNATED BORROW SITE. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE EMBANKMENT BORROW SOURCE.
- ONSITE TOPSOIL SHALL BE STRIPPED, STOCKPILED AND PLACED ON FINISHED SLOPES. ALL EXCESS TOPSOIL SHALL BE PLACED AS EMBANKMENT OUTSIDE OF THE TRAIL PRISM.

**TABULATION OF SURFACING**

STATION	LENGTH (FEET)	AVERAGE WIDTH (FEET)	CONCRETE BIKEWAY (6 INCH)		AGGREGATE BASE COURSE (CLASS 6)		AGGREGATE BASE COURSE (CLASS 3)		RECONDITIONING (12" DEEP) SY	GEOTEXTILE (SEPARATOR) (CLASS 1) SY	TOPSOIL (INCLUDING STOCKPILE)		REMARKS
			DEPTH (IN)	SY	DEPTH (IN)	TON	DEPTH (IN)	TON			DEPTH (IN)	CY	
25+46 - 32+41.50	695.5	10	6	780	6	240	9	360					Trail
25+46 - 32+41.50	695.5	4			12	190					6	60	Shoulders
25+46 - 32+41.50	695.5	15							1160	1160			Subgrade
32+93.50 - 41+70.30	876.8	10	6	980	6	300	9	450					Trail
32+93.50 - 41+70.30	876.8	4			12	240					6	70	Shoulders
32+93.50 - 41+70.30	876.8	15							1470	1470			Subgrade
34+41.47	18	8	6	16	6	10							Bench Pad
40+71.26	18	8	6	16	6	10							Bench Pad
<b>TOTAL</b>				1792		990		810	2630	2630		130	

**TABULATION OF FENCING & PIPE STRUCTURES**

STATION	SIDE	REMOVAL OF FENCE LF	FENCE WIRE WITH TREATED WOODEN POSTS LF	REMOVAL OF PIPE LF	18 INCH REINFORCED CONCRETE PIPE LF	8 INCH PVC PIPE (SDR-35) LF	MANHOLE SLAB BASE (10 FOOT) EA
30+55 - 32+41.50	RT	1100	192				
32+93.50 - 41+70.30	RT		868				
30+63.50				16	32		
30+55						35	
30+53.77	RT						1
<b>TOTAL</b>		1100	1060	16	72	35	1

REVISION  $\Delta$  REV 1 \_\_\_\_\_ DATE \_\_\_\_\_ DRAWN BY JCS DATE 2021  
 REVISION  $\Delta$  REV 2 \_\_\_\_\_ DATE \_\_\_\_\_ DESIGNED BY JCS DATE 2021  
 REVISION  $\Delta$  REV 3 \_\_\_\_\_ DATE \_\_\_\_\_ CHECKED BY KA DATE OCTOBER 2022  
 REVISION  $\Delta$  REV 4 \_\_\_\_\_ DATE \_\_\_\_\_ APPROVED BY KH DATE OCTOBER 2022

SEE PLAN FOR SCALE INFO

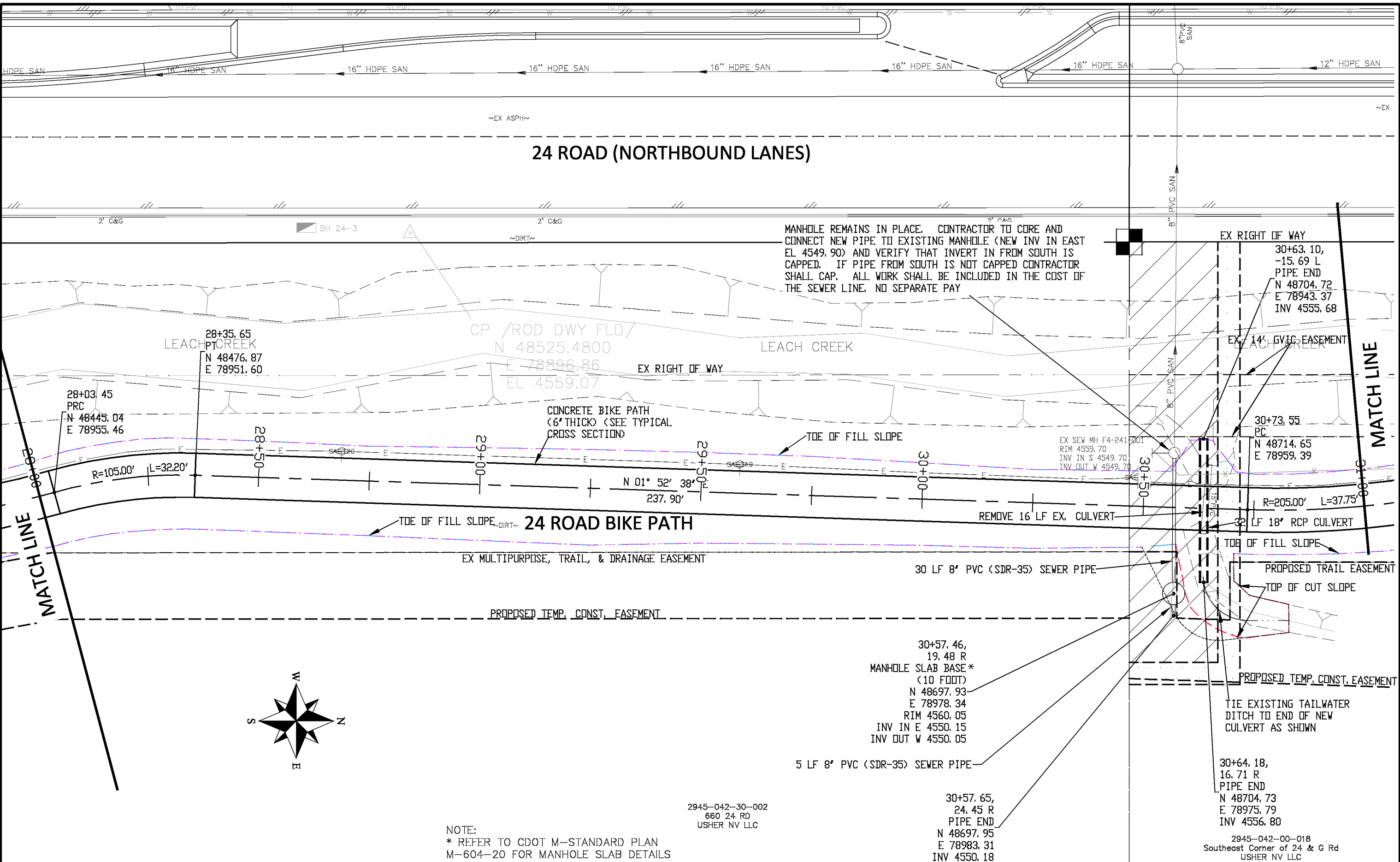


**PUBLIC WORKS  
ENGINEERING DIVISION**  
PROJECT NO. MTF M555-035

**24 ROAD BIKE PATH  
TABULATION OF QUANTITIES  
December 5, 2022**

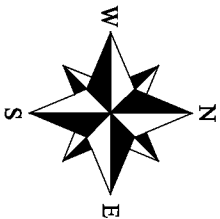
### 24 ROAD (NORTHBOUND LANES)

### 24 ROAD BIKE PATH

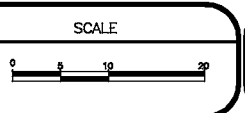


NOTE:  
\* REFER TO CDOT M-STANDARD PLAN  
M-604-20 FOR MANHOLE SLAB DETAILS

2945-042-30-002  
660 24 RD  
USHER NV LLC



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REV 1			JCS	2021
REV 2			JCS	2021
REV 3			KA	OCTOBER 2022
REV 4			KH	OCTOBER 2022



**PUBLIC WORKS  
ENGINEERING DIVISION**  
PROJECT NO. MTF M555-035

**24 ROAD BIKE PATH  
BIKE PATH PLAN - 2**  
December 5, 2022



Purchasing Division

## ADDENDUM NO. 6

**DATE:** December 9, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5134-22-DD 2022 24 Road Multi-modal Path Construction  
CDOT Project No. MTF M555-035 (24077)

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

Please make note of the following clarifications:

- Question:** The project specials introduce a DF concrete to the CDOT table of classes of concrete. However, I do not see it called out, or directed to be used in the specs or the plans. The detail for the bike path calls out a CDOT class B, and the bridge calls out for a CDOT class D. Is the class DF to be used for any purpose on this project.  
**Answer:** There is no Class DF concrete on this project. CDOT requires this Standard Special Provision for Class DF concrete on all projects with concrete. So we included it. In the end, there is no Class DF concrete on 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".

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

### 4. Contractor's Bid Form

Bid Date: 12/22/22

Project: **IFB-5134-22-DD "24 Road Multi-modal Path Construction - CDOT Project No. MTF M555-035 (24077)"**

Bidding Company: Sorter Construction, Inc.

Name of Authorized Agent: Jesse Nelson

Email jesse@sorterdigs.com

Telephone 970-242-1436 Address 2802 Hwy 50

City Grand Junction State CO Zip 81503

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0% percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. 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: 6.

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: Sorter Construction, Inc.

Authorized Signature: 

Title: General Manager

## Bid Schedule: 24077 - 24 Road Bike Path (Addendum 4)

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	201- Clearing and Grubbing 00000		Lump Sum	---	\$ <u>11,750.00</u>
2	202- Removal of Pipe 00035	16.	LF	\$ <u>40.00</u>	\$ <u>640.00</u>
3	202- Removal of Fence 01000	1,100.	LF	\$ <u>1.75</u>	\$ <u>1,925.00</u>
4	203- Embankment Material (Complete in 00060 Place)	423.	CY	\$ <u>44.00</u>	\$ <u>18,612.00</u>
5	206- Structural Excavation 00000	30.	CY	\$ <u>112.00</u>	\$ <u>3,360.00</u>
6	206- Structure Backfill (Class 1) 00100	40.	CY	\$ <u>200.00</u>	\$ <u>8,000.00</u>
7	206- Structure Backfill (Class 2) 00200	10.	CY	\$ <u>185.00</u>	\$ <u>1,850.00</u>
8	207- Topsoil (Including Stockpile) 00206	130.	-CY	\$ <u>41.75</u>	\$ <u>5,427.50</u>
9	208- Erosion Log Type 1 (9 Inch) 00012	3,300.	LF	\$ <u>4.00</u>	\$ <u>13,200.00</u>
10	208- Concrete Washout Structure 00045	2.	EA	\$ <u>500.00</u>	\$ <u>1,000.00</u>
11	208- Vehicle Tracking Pad 00070	2.	EA	\$ <u>750.00</u>	\$ <u>1,500.00</u>
12	208- Water Control 00400		Lump Sum	---	\$ <u>1,200.00</u>
13	212- Seeding (Native) (Hydroseed) 00007	0.51	ACRE	\$ <u>5,000.00</u>	\$ <u>2,550.00</u>
14	240- Wildlife Biologist 00015	40.	HOUR	\$ <u>110.00</u>	\$ <u>4,400.00</u>
15	304- Aggregate Base Course (Class 3) 03000	810.	TONS	\$ <u>20.00</u>	\$ <u>16,200.00</u>
16	304- Aggregate Base Course (Class 6) 06000	990.	TONS	\$ <u>34.00</u>	\$ <u>33,660.00</u>
17	306- Reconditioning (12" Deep) 01000	2,630.	SY	\$ <u>1.50</u>	\$ <u>3,945.00</u>
18	420- Geotextile (Separator)(Class 1) 00132	2,630.	SY	\$ <u>2.25</u>	\$ <u>5,917.50</u>
19	502- Pile Tip 00460	4.	EA	\$ <u>280.00</u>	\$ <u>1,120.00</u>
20	502- Complete Joint Penetration (CJP) Splice 00500	4.	EA	\$ <u>2,240.00</u>	\$ <u>8,960.00</u>
21	502- Steel Piling (HP 12x53) 11253	200.	LF	\$ <u>127.00</u>	\$ <u>25,400.00</u>
22	506- Riprap (6 Inch) 00206	50.	CY	\$ <u>200.00</u>	\$ <u>10,000.00</u>
23	514- Pedestrian Railing (Steel) (Special) 00042	20.	LF	\$ <u>584.50</u>	\$ <u>11,690.00</u>
24	601- Concrete Class D (Bridge) 03040	20.	CY	\$ <u>789.00</u>	\$ <u>15,780.00</u>
25	601- Structural Concrete Coating 40300	30.	SY	\$ <u>30.00</u>	\$ <u>900.00</u>

## Bid Schedule: 24077 - 24 Road Bike Path (Addendum 4)

Item No.	Description	Quantity	Units	Unit Price	Total Price
26	602- Reinforcing Steel (Epoxy Coated) 00000	2,200.	LB	\$ <u>2.50</u>	\$ <u>5,500.00</u>
27	603- 18 Inch Reinforced Concrete Pipe 01185 (Complete In Place)	72.	LF	\$ <u>72.75</u>	\$ <u>5,238.00</u>
28	603- 8" PVC Pipe (SDR-35) (Complete in 50008 Place)	35.	LF	\$ <u>53.00</u>	\$ <u>1,855.00</u>
29	604- Manhole Slab Base (10 Foot) 30010	1.	EA	\$ <u>5,760.00</u>	\$ <u>5,760.00</u>
30	607- Fence Wire with Treated Wooden Posts 01055	1,060.	LF	\$ <u>9.25</u>	\$ <u>9,805.00</u>
31	608- Concrete Bikeway (6 Inch) 00026	1,792.	SY	\$ <u>42.50</u>	\$ <u>76,160.00</u>
32	613- 2 Inch Electrical Conduit (Plastic) 01200	1,868.	LF	\$ <u>16.25</u>	\$ <u>30,355.00</u>
33	613- Type One Pull Box 07001	22.	EA	\$ <u>1,175.00</u>	\$ <u>25,850.00</u>
34	613- Wiring 10000	Lump	SUM	---	\$ <u>21,025.00</u>
35	613- Light Standard and Luminaire 30005 (Pedestrian)	19.	EA	\$ <u>6,150.00</u>	\$ <u>116,850.00</u>
36	613- Light Standard Foundation (Special) 40012	19.	EA	\$ <u>2,675.00</u>	\$ <u>50,825.00</u>
37	613- Light Standard and Luminaire 30006 (Pedestrian BRIDGE)	18.	EA	\$ <u>800.00</u>	\$ <u>14,400.00</u>
38	620- Sanitary Facility 00020	Lump	SUM	---	\$ <u>650.00</u>
39	625- Construction Surveying 00000	Lump	SUM	---	\$ <u>12,250.00</u>
40	626- Mobilization 00000	Lump	SUM	---	\$ <u>14,500.00</u>
41	628- Bridge Girder and Deck Unit (45 Feet to 00045 50 Feet)	1.	EA	\$ <u>78,650.00</u>	\$ <u>78,650.00</u>
42	630 Traffic Control (Complete In Place)	Lump	SUM	---	\$ <u>1,000.00</u>
43	630 Traffic Control Plan	Lump	SUM	---	\$ <u>250.00</u>
MCR	MINOR CONTRACT REVISIONS	---	---	---	\$ <u>50,000.00</u>
				<b>Bid Amount:</b>	<b>\$ <u>729,910.00</u></b>

**Bid Amount:**

Seven hundred twenty nine thousand nine hundred ten dollars and 00/100

**dollars**



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

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>Mays Concrete, Inc.</u>	<u>Concrete</u>	<u>14%</u>
<u>WH Engineering</u>	<u>Steel Piling</u>	<u>3.5%</u>
<u>White Star Electric</u>	<u>Electrical</u>	<u>24.5%</u>
<u>All Fence</u>	<u>Fencing</u>	<u>1.5%</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.

**COLORADO DEPARTMENT OF TRANSPORTATION**  
**STATEMENT OF RESIDENCY FOR BID PREFERENCE**

Project #

As a precondition to the award of a contract by the Colorado Department of Transportation for the construction of the above listed project, I do here certify that the firm named below is a:


**Check one:**
 Resident Bidder

1. A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or
2. A person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

 Nonresident Bidder

1. Name the state or foreign country of residency: \_\_\_\_\_
2. Does this state or foreign country have a bidding preference for resident bidders on public projects?  
 Yes       No      If yes, state the percentage preference: \_\_\_\_\_%.

I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Firm name: Sorter Construction, Inc.	Check one: <input type="checkbox"/> individual owner <input type="checkbox"/> partner <input type="checkbox"/> officer <input checked="" type="checkbox"/> person delegated to sign this form
Signature: 	Title: General Manager
2nd firm name if joint venture:	Check one: <input type="checkbox"/> individual owner <input type="checkbox"/> partner <input type="checkbox"/> officer <input type="checkbox"/> person delegated to sign this form
Signature:	Title:

**COLORADO DEPARTMENT OF TRANSPORTATION  
 CONTRACTORS PERFORMANCE CAPABILITY STATEMENT**

Project #

 1. List names of partnerships or joint ventures  none
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_

2. List decreases in the contractors fiscal or workmanship qualifications compared to the last prequalification statement submitted to CDOT. (Attach additional sheets if necessary.)

 a. Key personnel changes  none
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_

 b. Key equipment changes  none
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_

 c. Fiscal capability changes (legal actions, etc.)  none
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_

 d. Other changes that may effect the contractors ability to perform work.  none
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_
   
  
 \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Contractor's firm or company name

Sorter Construction, Inc.

By

Title

General Manager

Date

12/22/22

2nd Contractor's firm or company name (if joint venture)

By

Title

Date


<b>COLORADO DEPARTMENT OF TRANSPORTATION ANTI-COLLUSION AFFIDAVIT</b>	PROJECT NO.
	LOCATION

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.


I further attest that:

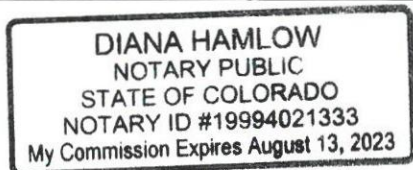
1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
- 2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project, and will not be so disclosed prior to bid opening.
- 2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
- 3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
- 3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.
4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Contractor's firm or company name  <b>Sorter Construction, Inc.</b>	By  Title <b>General Manager</b>	Date <b>12/22/22</b>
2nd contractor's firm or company name. (If joint venture.)	By	Date
	Title	

Sworn to before me this **22nd** day of, **December** **20 22**

Notary Public 
My commission expires <b>Aug. 13, 2023</b>
<b>NOTE: This document must be signed in ink.</b>



# COLORADO DEPARTMENT OF TRANSPORTATION ASSIGNMENT OF ANTITRUST CLAIMS

PROJECT NO.

Contractor and Colorado Department of Transportation (CDOT) recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Therefore, for good cause and as consideration for executing this contract and for receiving payments hereunder:

1. Contractor hereby irrevocably assigns to CDOT any and all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the particular project, goods or services purchased or acquired by CDOT pursuant to this contract.
2. Contractor hereby expressly agrees:
  - a. That, upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf an antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) CDOT that such civil action is pending and of the date on which, in accordance with subparagraph a. (1) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT;
  - b. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - c. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the contract, Contractor shall require that each such subcontractor:
  - a. Irrevocably assign to CDOT (as a third party beneficiary) any and all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal or state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to Contractor;
  - b. Upon becoming aware that a third party has commenced a civil action on the subcontractor's behalf asserting an antitrust claim which has been assigned to CDOT hereunder, shall immediately advise in writing:
    - (1) Such third party that the antitrust claim has been assigned to CDOT, and
    - (2) Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph b. (1) above, the subcontractor notified such third party that the antitrust claim had been assigned to CDOT;
  - c. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder; and
  - d. Promptly pay over to CDOT its proper share of any payment under an antitrust claim brought on the subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

I, acting in my capacity as officer of a bidder (bidders if a joint venture) do agree to the above assignment of antitrust claims.

Contractor's firm or company name

Sorter Construction, Inc.

By

Title

General Manager

Date

12/22/22

2nd contractor's firm or company name. (If joint venture.)

By

Title

Date





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 December, 2022.

Principal: Sorter Construction, Inc.  
Address: 2802 Hwy 50  
Grand Junction, CO 81503  
Signed: *William R. Ogle*  
Title: William R. Ogle, President



Surety: Hartford Fire Insurance Company  
Address: 690 Asylum Avenue  
Hartford, CT 06155  
Signed: *James B. Lummis*  
Title: James B. Lummis, Attorney-in-Fact

(seal)

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.

Some of the Companies names below are not licensed in every state

- Hartford Fire Insurance Company
- Hartford Casualty Insurance Company
- Hartford Accident and Indemnity Company
- Hartford Underwriters Insurance Company
- Twin City Fire Insurance Company
- Hartford Insurance Company of Illinois
- Hartford Insurance Company of the Midwest
- Hartford Insurance Company of the Southeast



(Designated Company(ies) delineated above by X in box)

One Hartford Plaza, Hartford, Connecticut 06155

Date: 9/15/2021

From:

Bond Department  
Denver (34)

Subject: Power Of Attorney – Agency Code: 34-340125

To: MOODY VALLEY INS AGENCY INC  
760 HORIZON DRIVE SUITE 302  
GRAND JUNCTION, CO 81506

POA names as of this date:

James B. Lummis, Tina Post, Christopher Rose of GRAND JUNCTION,  
Colorado

Unlimited Bond Signing Authority

A (Standard) Underwriting Authority

D (None) Underwriting Authority

E (Bulk Reporting) Underwriting Authority

Attached is the following:

- Original power for producing pre-printed powers  
Do not attach a photocopy (Xerox) or a faxed copy to any bond.

**The Power of Attorney (POA) form must be sealed prior to being attached to the bond.**

Sent under separate cover directly to the Agency:

\_\_\_\_\_ Manually executed power(s) (Wet Powers) to the attention of

\_\_\_\_\_ Company Seal(s) to the attention of

Additional comments:

Signed Alpha Laureano



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
BOND, T-11  
One Hartford Plaza  
Hartford, Connecticut 06155  
[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)  
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOODY VALLEY INS AGENCY INC  
Agency Code: 34-340125

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

James B. Lummis, Tina Post, Christopher Rose of GRAND JUNCTION, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 22, 2022

Signed and sealed in Lake Mary, Florida.



*Keith Dozois*

Keith D. Dozois, Assistant Vice President





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Moody-Valley Insurance Agency, Inc.		NAMED INSURED Sorter 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

Leased & rented Equipment - Selective Insurance Policy# S232243700 1/1/2023 to 1/1/2024 Limit ACV 250,000 Deductible 1,000

**CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS**

**General Liability:**

Blanket Additional Insured status applies only to the extent provided in form CG 7300 0119; CG7988 0119 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form CG 7300 0119 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form CG 7300 0119 when required by written contract.  
 Designated Project General Aggregate applies only to the extent provided in form CG2504 0509 & CG2503 05/09 when required by written contract.

**Auto Liability:**

Blanket Additional Insured status applies only to the extent provided in form CA 7809 0117 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form CA 7809 0117 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form CA 7809 0117 when required by written contract.

**Excess Liability:**

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form CXL456A 0517 when required by written contract.

**Worker's Compensation:**

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

**Contractors Pollution Liability:**

Blanket Additional Insured status applies only to the extent provided in form OBENVGE301 0211 & OBENVGE304 0211 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form OBENVGE320 0411 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form OBENVGE319 0211 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

Contracting, Installation, Service and Repair  
**General Liability Extended ElitePac® Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 79 88 01 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

**1. BLANKET ADDITIONAL INSUREDS**

**a. Ongoing Operations**

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

**b. Completed Operations**

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".



If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. **Exclusions**

(1) With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) 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 site of the covered operations has been completed; or

(b) 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.

(2) With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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 architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. **Conditions**

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance**, a. **Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. **PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and

- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

**3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM OR SIMILAR PROJECT**

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance b. Excess Insurance (1)(a)**:

- (v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

**4. FELLOW EMPLOYEE EXTENSION**

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I COVERAGES; COVERAGE A**, exclusion e.) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) Arising out of his or her providing or failing to provide professional health care services.

**5. CONTRACTUAL LIABILITY (RAILROADS)**

**Definition 9. Insured Contract** is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

**6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)**

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

**7. WAIVER OF GOVERNMENTAL IMMUNITY**

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

**8. DAMAGE TO PREMISES RENTED TO YOU**

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.



# General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 01 19

## SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
<ul style="list-style-type: none"><li>• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li><li>• Lessors of Leased Equipment</li><li>• Managers or Lessors of Premises</li><li>• Mortgagees, Assignees and Receivers</li><li>• Any Other person or organization other than a joint venture</li><li>• Grantors of Permits</li></ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3



**THIS PAGE IS INTENTIONALLY LEFT BLANK.**



ENDORSEMENT  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 73 00 01 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

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

**COVERAGES - Amendments**

**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

**Non-Owned Aircraft, Auto or Watercraft**

**A.** Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**B.** The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**Damage To Premises Rented to You**

**A.** The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

401015002007 5/11/11



B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

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, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

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 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.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### **SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

##### **Any Insured Amendment**

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

##### **Product Amendment**

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

##### **Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

## **SECTION II - WHO IS AN INSURED - Amendments**

### **Not-for-Profit Organization Members**

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

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

### **Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED, Paragraph 3**:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

### **Blanket Additional Insureds - As Required By Contract**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, 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 architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

## **B. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### **1. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### **2. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### **3. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### **4. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### **5. State or Governmental Agency or Political Subdivision - Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. 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; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### **Incidental Malpractice**

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments**

##### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

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

**Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

**Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

**Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Two or More Coverage Parts or Policies Issued By Us**

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

**SECTION V - DEFINITIONS**

**Discrimination**

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
  - a. The insured; or



ElitePac™  
**Commercial Automobile Extension**

COMMERCIAL AUTO  
CA 78 09 11 17

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

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

**AMENDMENTS TO SECTION II - LIABILITY COVERAGE**

- A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

**NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

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.

**EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

**EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT**

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

**FELLOW EMPLOYEE COVERAGE**

The **Fellow Employee** Exclusion, **SECTION II, B.5. -** is deleted in its entirety.

**CARE, CUSTODY OR CONTROL AMENDMENT**

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

- B.** If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

**LIMITED LIABILITY COMPANIES**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

**BLANKET ADDITIONAL INSUREDS - As Required By Contract**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

INSURANCE COMPANY OF AMERICA





Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

#### **EMPLOYEES AS INSURED**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

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.

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

#### **AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

#### **TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

**ADDITIONAL TRANSPORTATION EXPENSES SECTION III, A.4.a. - Transportation Expenses** is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation 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 number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:



- a. Permanently installed in or upon the covered "auto" at the time of the "loss";
- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

**COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

**PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

**DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

**WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

**MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

**CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

**AMENDMENTS TO SECTION V - DEFINITIONS**

**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

**ADDITIONS TO SECTION V - DEFINITIONS**

**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2, above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

**EXTRA HEAVY TRUCK**

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

**HEAVY TRUCK**

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

**LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

**MEDIUM TRUCK**

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

**PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

**SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

**TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

**VOLUNTEER WORKER**

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

06/03/2017 10:41:11 AM



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

[Bond.Claims@thehartford.com](mailto:Bond.Claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOODY VALLEY INS AGENCY INC

Agency Code: 34-340125

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

James B. Lummis, Tina Post, Christopher Rose of GRAND JUNCTION, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*

Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the incorporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*

Jessica Ciccone  
My Commission HH 122280  
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 26, 2023.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*

Keith D. Dozois, Assistant Vice President

# PAYMENT BOND

**Bond No:** 34BCSHS9254

**CONTRACTOR:**

*(Name, legal status and address)*

Sorter Construction, Inc.  
2802 Highway 50  
Grand Junction, CO 81501

**SURETY:**

*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
**The Hartford - Bond Claim Department**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06155**

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction  
250 N 5th St  
Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: January 20, 2023

Amount: Seven hundred twenty-nine thousand nine hundred ten and no/100s----- \$729,910.00

Description: 24 Road Multi-Modal Path Construction IFB-51234-22-DD

*(Name and location)*

**BOND**

Date: January 26, 2023

*(Not earlier than Construction Contract Date)*

Amount: Seven hundred twenty-nine thousand nine hundred ten and no/100s----- \$729,910.00

Modifications to this Bond: None See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: Sorter Construction, Inc.

Signature:  *(Corporate Seal)*

Name and Title: William R. Ogle, President

**SURETY**

Company: Hartford Fire Insurance Company

Signature:  *(Corporate Seal)*

Name and Title: Tina Post, Attorney-In-Fact

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

*(FOR INFORMATION ONLY – Name, Address and telephone)*

**AGENT or BROKER:**

Moody-Valley Insurance Agency  
760 Horizon Dr STE 302  
Grand Junction, CO 81506

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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

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

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

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

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



## **§ 16 Definitions**

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

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

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

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

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

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

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

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

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

Company:

*(Corporate Seal)*

*(Corporate Seal)*

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address

# PERFORMANCE BOND

---

**Bond No:** 34BCSHS9254

**CONTRACTOR:**

*(Name, legal status and address)*

Sorter Construction, Inc.  
2802 Highway 50  
Grand Junction, CO 81501

**SURETY:**

*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
**The Hartford - Bond Claim Department**  
**One Hartford Plaza, T-4**  
**Hartford, CT 06155**

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction  
250 N 5th St  
Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: January 20, 2023

Amount: Seven hundred twenty-nine thousand nine hundred ten and no/100s----- \$729,910.00

Description: 24 Road Multi-Modal Path Construction IFB-51234-22-DD

*(Name and location)*

**BOND**

Date: January 26, 2023

*(Not earlier than Construction Contract Date)*

Amount: Seven hundred twenty-nine thousand nine hundred ten and no/100s----- \$729,910.00

Modifications to this Bond: None See Section 16

**CONTRACTOR AS PRINCIPAL**

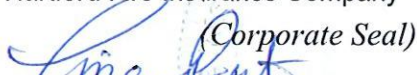
Company: Sorter Construction, Inc.

Signature:  *(Corporate Seal)*

Name and Title: William R. Ogle, President

**SURETY**

Company: Hartford Fire Insurance Company

Signature:  *(Corporate Seal)*

Name and Title: Tina Post, Attorney-In-Fact

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

*(FOR INFORMATION ONLY – Name, Address and telephone)*

**AGENT or BROKER:**

Moody-Valley Insurance Agency  
760 Horizon Dr STE 302  
Grand Junction, CO 81506

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer, or other party:)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

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

**§ 14 Definitions**

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

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

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

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

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

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

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

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

Company:

*(Corporate Seal)*

*(Corporate Seal)*

Signature:

Signature:

Name and Title:

Name and Title:

Address

Address