CHANGE ORDER Number 2

Date:April 27, 2023To:United CompaniesFrom:City of Grand Junction, Department of Public Works and UtilitiesProject:24 Road and G Road Capacity ImprovementP.O.:2022-00000650

It is agreed to modify the Contract for the Project as follows: This change order adds sidewalk and pedestrian lighting along the north side of G Road from 23 1/2 Road to 23 3/4 Road.

Summary	/ of	Contract	price	ad	ustments	- itemized	on	the	attached	sheet(s):	
												•

Original Contract Amount	\$12,865,417.35
Approved Change Orders	2,717.50
This Change Order	138,320.00
Revised Contract Amount	\$13,006,454.85

Summary of Contract time adjustments:

Original Contract Time Approved Change Orders This Change Order	365. 11. 0.	Cal. Days
Revised Contract Time	376.	Cal. Days
Construction Start Date: Contract Completion Date:	February 6, 2023 February 16, 2024	

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

Owner:	City of Grand Junction	
Prepared by:	Eric Rink Digitally signed by Eric Rink Date: 2023.04.27 15:15:12-06'00'	Date:
	Eric Rink, Project Manager	
Reviewed by:	Kunde A. Holy	Date: <u>5/1/2023</u>
Approved by:	Kenneth Haley, Eningeering Manager Greg Caton, City Manager	Date: $\frac{5/2}{2023}$
Contractor:	United Companies	
Signature:	Digitally signed by Justin	Date:
Name and Title:	JUSTIT VEITSET Date: 2023.04.27 15:32:38 -06'00'	

[<u>C</u>	urrent C	ontract [1]			Rev	ised		
Item	CDOT,	Description	Quantit	(Linita		Unit Price	Extended Price	Quantity Units		Unit Price	Extended Price	Change
No.	City Ref.	Description	Quantit	/ Units		Unit Price		Quantity Onits			1 100	Onange
		Construction Period [1]	376	Cal. Days				376 Cal. Days				-
					<u>^</u>		100 505 00	000515	¢	45.00	¢ 400 505 00	
1	108	4" HDPE DR 11 Mainline	8,235.	LF	\$	15.00 \$	123,525.00	8235 LF	\$	15.00 118.00	•	
2	108.2	8" Gravity Sewer Pipe (SDR 35)	310.	LF	\$	118.00 \$	36,580.00	310 LF	\$ \$	32.00		
3	108.2	Import Trench Backfill	825.	CY	\$	32.00 \$	26,400.00	825 CY 26 EA	э \$	32.00 75.00		
4	108.2	Adjust Water Valve to Finished Grade	26.	EA	\$	75.00 \$	1,950.00	26 EA 1 EA	э \$	1,200.00		
5	108.2	Adjust Water Meter to Finished Grade	1.	EA	\$	1,200.00 \$	1,200.00	626 LF	э \$	139.00		
6	108.2	Storm Drain Pipe - 30" Concrete Pipe	626.	LF LF	\$	139.00 \$	87,014.00 79,120.00	688 LF	э \$	115.00	• - · / · · · ·	
7	108.2	Storm Drain Pipe - 24" Concrete Pipe	688.		\$	115.00 \$		378 LF	ъ \$	103.00		
8	108.2	Storm Drain Pipe - 18" Concrete Pipe	378.	LF LF	\$	103.00 \$	38,934.00	620 LF	ъ \$	92.00		
9	108.2	Storm Drain Pipe - 12" Concrete Pipe	620.		\$	92.00 \$	57,040.00			92.00 189.00		
10	108.2	Storm Drain Pipe - 12" PVC Pipe (C- 900)(Includes bends, connections, etc.)	70.	LF	\$	189.00 \$	13,230.00	70 LF	\$	189.00	\$ 13,230.00	
11	108.2	Irrigation Pipe - 10" SDR-35 PVC	7.	LF	\$	220,00 \$	1,540.00	7 LF	\$	220.00	\$ 1,540.00	
12	108.2	Irrigation Pipe - 12" Corrugated HDPE Pipe	1,588.	LF	\$	32.00 \$	50,816.00	1588 LF	\$	32.00		
13	108.2	Irrigation Pipe - 12" C-900 PVC	1,171.	LF	\$	35.00 \$	40,985.00	1171 LF	\$	35.00	\$ 40,985.00	
14	108.2	Irrigation Pipe - 15" Corrugated HDPE Pipe	1,386.	LF	\$	52.00 \$	72,072.00	1386 LF	\$	52.00	\$ 72,072.00	
15	108.2	Irrigation Pipe - 15" C-900 PVC	125.	LF	\$	60.00 \$	7,500.00	125 LF	\$	60.00		
16	108.3	8" End Cap/Plug Sewer	3.	EA	\$	121.00 \$	363.00	3 EA	\$	121.00		
17	108.3		4.	EA	\$	340.00 \$	1,360.00	4 EA	\$	340.00		
18	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Complete in Place)	3.	EA	\$	7,000.00 \$	21,000.00	3 EA	\$	7,000.00		
19	108.5	Sanitary Manhole Barrel Section (D>5')(48" I.D.)	15.	VLF	\$	580.00 \$	8,700.00	15 VLF	\$	580.00	-	
20	108.5	Connect to Existing Manhole or Sewer Main	3.	EA	\$	990.00 \$	2,970.00	3 EA	\$	990.00		
21	108.5	Storm Drain Manhole (48" I.D.)	2.	EA	\$	3,800.00 \$	7,600.00	2 EA	\$	3,800.00		
22	108.5	Storm Drain Manhole (60" ID)	6.	EA	\$	5,000.00 \$	30,000.00	6 EA	\$	5,000.00		
23	108.5	Storm Drain Manhole (72" ID)	2.	EA	\$	7,500.00 \$	15,000.00	2 EA	\$	7,500.00		
24	108.5	Storm Drain - 18" Concrete Pipe End Section	1.	EA	\$	2,100.00 \$	2,100.00	1 EA	\$	2,100.00		
25	108.5	Storm Drain - Manhole Barrel Section (D>5')(60" I.D.)	32.	VLF	\$	280.00 \$	8,960.00	32 VLF	\$	280.00	\$ 8,960.00	
26	108.5	Storm Drain - Manhole Barrel Section (D>5')(72" I.D.)	7.	VLF	\$	350.00 \$	2,450.00	7 VLF	\$	350.00		
27	108.5	Storm Drain - Manhole Barrel Section (D>5')(48" I.D.)	2.	VLF	\$	325.00 \$	650.00	2 VLF	\$	325.00		
28	108.5		14.	VLF	\$	320.00 \$	4,480.00	14 VLF	\$	320.00		
29	108.5	Connect to Existing Manhole or Pipe	18.	EA	\$	1,350.00 \$	24,300.00	18 EA	\$	1,350.00		

				<u>C</u>	urrent (Contract [1]			Re	vised		
ltem No.	CDOT, City Ref.	Description	Quantit	y Units		Unit Price	Extended Price	4		Unit Price	Extended Price	1
		Construction Period [1]		Cal. Days				376 Cal. Days	2			-
		Construction Period [1]		Cal. Days				070 Cal. Days	3			
30	108.5	Irrigation Manhole (36" I.D.)	12.	EA	\$	4,900.00 \$			\$	4,900.00		
31	108.5	Irrigation Manhole (48" I.D.) Structures (14),(12),(1),&(10) per Details and Plan	4.	EA	\$	6,500.00	\$ 26,000.00	4 EA	\$	6,500.00	\$ 26,000.00	
32	108.5	Irrigation - Manhole Barrel Section (D>5')(48" I.D.)	2.	VLF	\$	325.00	\$ 650.00	2 VLF	\$	325.00		
33	108.5	Irrigation - Manhole Barrel Section (D>5')(36" I.D.)	5.	VLF	\$	190.00 \$	\$ 950.00		\$	190.00		
34	108.5	Connect to Existing MH or Pipe	2.	EA	\$	980.00 \$			\$	980.00		
35	108.6	Storm Sewer Treatment System. Contech CDS 2025-5 or Engineer approved equal. Complete in place.	4.	EA	\$	22,000.00	\$ 88,000.00	4 EA	\$	22,000.00	\$ 88,000.00	
36	108.6	Storm Sewer Treatment System. Contech CDS 3020-6 or Engineer	1.	EA	\$	28,000.00	\$ 28,000.00	1 EA	\$	28,000.00	\$ 28,000.00	
		approved equal. Complete in place.			•	~~ ~~ ~~ ~~ /			÷		e 20.000.00	
37	108.6	Storm Sewer Treatment System. Contech CDS 3025-6 or Engineer approved equal. Complete in place.	1.	EA	\$	30,000.00	\$ 30,000.00) 1 EA	\$	30,000.00	\$ 30,000.00	
38	108.6		21.	EA	\$	5,250.00	\$ 110,250.00	21 EA	\$	5,250.00	\$ 110,250.00	
39	108.6		1.	EA	\$	7,000.00 \$	\$ 7,000.00	1 EA	\$	7,000.00	\$ 7,000.00	
40	108.6		3.	EA	\$	5,500.00			\$	5,500.00		
41	108.7	Granular Stabilization Material (Type B)	948.	TON	\$	38.00 \$			\$	38.00		
42	202	Remove Asphalt Mat. Full Depth.	33,305.	SY	\$	6.00 \$			\$	6.00		
43	202	Remove Asphalt Mat. (Milling) 2 inch Depth.	13,530.	SY	\$	2.50 \$			\$	2.50		
44	202	Remove Striping (Grinding)	1,102.	LF	\$	5.40 \$			\$	5.40		
45	202	Remove Concrete	650.	SY	\$	20.40			\$	20.40		
46	202	Remove Manhole	7.	EA	\$	1,300.00 \$			\$	1,300.00		
47	202	Remove Signal Pole Base	5.	ËA	\$	1,600.00			\$	1,600.00		
48	202	Remove Pull Box	3.	EA	\$	330.00 \$			\$	330.00	•	
49	202	Remove Post	2.	EA	\$	100.00			\$	100.00		
50	202	Remove Delineator	1.	EA	\$	5.00 \$			\$	5.00		
51	202	Remove Ground Sign	21.	EA	\$	155.00 \$			\$	155.00		
52	202	Remove Type 3 Barricade	1.	EA	\$	185.00 \$			\$	185.00		
53	202	Remove Sod.	1,900.	SY	\$	0.70 \$			\$	0.70		
54	202	Remove Tree	22.	EA	\$	500.00 \$	\$ 11,000.00	22 EA	\$	500.00	\$ 11,000.00	

					Current (Contract [1]			Re	vised	ام <u>ح</u> ملہ - ۳	
ltem No.	CDOT, City Ref.	Description	Quantity	y Units		Unit Price	Extended Price			Unit Price	Extended Price	
		Construction Period [1]	376	Cal. Day	/S			376 Cal. Days				-
55	202	Remove Bush	3.	EA	\$	135.00	\$ 405.00	3 EA	\$	135.00	\$ 405.00	
55 56	202	Remove Property Pin (no reference or	J. 1.	EA	Ψ \$	100.00			Š	100.00		
50	202	reset)	1.	L7 (Ý	100.00	•		-		•	
57 [1]	202	Remove Fence (includes all gates and associated appurtenances)	1,480.	LF	\$	3.00	\$ 4,440.00	1480 LF	\$	3.00	\$ 4,440.00	
58	202	Remove Pipe as shown on Plans	900.	LF	\$	5.75	\$ 5,175.00		\$	5.75		
59	202	Remove Mail Box	3.	EA	\$	165.00			\$	165.00		1
60	202	Clearing and Grubbing	1.	LS	\$	20,500.00			\$	20,500.00		
61	202	Remove Hose Bib	1.	ËΑ	\$	250.00			\$	250.00		
62	203	Unclassified Excavation	38,917.	CY	\$	5.30			\$	5.30		
63	203	Unclassified Embankment	27,853.	CY	\$	4.80			\$	4.80		
64	203	Haul Earthwork Material	11,064.	CY	\$	10.75			\$	10.75		
65	203	(Subgrade Stabilization) Muck Excavation	8,133.	CY	\$	21.00	•		\$	21.00		
66	207	Topsoil (18" Thick) (all planting areas within ROW)	8,007.5	SY	\$	29.00	\$ 232,217.50	8007.5 SY	\$	29.00		
67	208	Storm Drain Inlet Protection (Type II)	42.	EA	\$	165.00	\$ 6,930.00		\$	165.00		
68	208	Erosion Log	11,100.	LF	\$	5.25			\$	5.25		
69	208	Prefabricated Vehicle Tracking Pad	4.	EA	\$	2,500.00	\$ 10,000.00	4 EA	\$	2,500.00		
70	208	Prefabricated Concrete Washout Structure	4.	EA	\$	10,500.00	\$ 42,000.00		\$	10,500.00		
71	209	Dust Abatement	365.	DAYS	\$	81.00			\$	81.00		
72	210	Adjust Sprinkler System at Golden Gate Petroleum	1.	EA	\$	1,200.00			\$	1,200.00		
73	210	Adjust Manhole to Finished Grade	30.	EA	\$	900.00			\$	900.00		
74	210	Adjust inlet Frame and Grate to Finished Grade	1.	EA	\$	700.00			\$	700.00		
75	210	Reference/Reset Survey Monument	1.	EA	\$	350.00			\$	350.00		
76	210	Remove and Dispose Sign (639 24 Road)	1.	EA	\$	4,000.00			\$	4,000.00		
77	210	Reset Mail Box	2.	EA	\$	475.00			\$	475.00		
78	210	Reset Fence	305.	LF	\$	38.00			\$	38.00		
79	210	Reset Landscape Ground Cover	6,180.	SF	\$	1.30			\$	1.30		
80	212	Seed outlet area with Native Seed Mix (includes soil retention blanket)	1.	EA	\$	165.00			\$	165.00		
81	212	Seeding - Native Seed Mix	3.	ACRE	\$	3,882.00	\$ 11,646.00		\$	3,882.00		1 3
82	304	(Subgrade Stabilization) Aggregate Base Course (Class 3) (24" Thick)	12,200.	SY	\$	36.00	\$ 439,200.00		\$	36.00		
83	304	Aggregate Base Course (Class 1) (14" Thick) (24 Road Pave)	21,010.	SY	\$	20.00	\$ 420,200.00	21010 SY	\$	20.00	\$ 420,200.00	

					Current C	ontract [1]	Cuture de al		Rev	<u>'ised</u>	Extended	
ltem No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Extended Price	Quantity Units		Unit Price	Price	Change
		Construction Period [1]	376	Cal. Day	′S			376 Cal. Days				-
84	304	Aggregate Base Course (Class 1) (10" Thick) (G Road Pave)	19,435.	SY	\$	14.50 \$	281,807.50	19435 SY	\$	14.50	\$ 281,807.50	
85	304	Aggregate Base Course (Class 1) (10" Thick) (Spur Roads Pave)	600.	SY	\$	19.00 \$	11,400.00	600 SY	\$	19.00	\$ 11,400.00	
86	304	Aggregate Base Course (Class 6) (8" Thick) (24 Road Pave)	21,010.	SY	\$	14.50 \$	304,645.00	21010 SY	\$	14.50	\$ 304,645.00	-
87	304	Aggregate Base Course (Class 6) (8" Thick) (G Road Pave)	19,435.	SY	\$	14.50 \$	281,807.50	19435 SY	\$	14.50		
88	304	Aggregate Base Course (Class 6) (8" Thick) (Spur Roads Pave)	600.	SY	\$	25.00 \$	15,000.00	600 SY	\$	25.00		
89	304	Aggregate Base Course (Class 6) (12" Thick) (Spur Roads Pave outside full rd section)	3,825.	SY	\$	22.50 \$	86,062.50	3825 SY	\$	22.50	\$ 86,062.50	:
90	304	Aggregate Base Course (Class 6) (6" Thick) (639 24 Road parking Pave)	30.	SY	\$	55.00 \$	1,650.00	30 SY	\$	55.00	\$ 1,650.00	
91	304	Aggregate Base Course (Class 6) (8" Thick) (Roundabout)	3,815.	SY	\$	17.75 \$	67,716.25	3815 SY	\$	17.75	\$ 67,716.25	
92	304	Aggregate Base Course (Class 6) (8" Thick) (Bus Pullout)	125.	SY	\$	47.50 \$	5,937.50	125 SY	\$	47.50	\$ 5,937.50	
93	304	Washed Rock Surface Course (Driveway) (3" Thick)	75.	SY	\$	12.00 \$	900.00	75 SY	\$	12.00	\$ 900.00	
94	306	Reconditioning (6" Deep) (24 Rd)	21,010.	SY	\$	2.15 \$	45,171.50	21010 SY	\$	2.15	\$ 45,171.50	
95	306	Reconditioning (6" Deep) (G Rd)	19,435.	SY	\$	2.15 \$		19435 SY	\$	2.15		
96	306	Reconditioning (6" Deep) (Spur Rds that achieve full rd section)	600.	SY	ŝ	3.50 \$		600 SY	\$	3.50		
97	306	Reconditioning (6" Deep) (Spur Rds outside full rd section)	3,825.	SY	\$	2.35 \$	8,988.75	3825 SY	\$	2.35	\$ 8,988.75	
98	306	Reconditioning (6" Deep) (Roundabout)	3,815.	SY	\$	2.35 \$	8,965.25	3815 SY	\$	2.35	\$ 8,965.25	
99	306	Reconditioning (6" Deep) (Bus Pullout)	125.	SY	\$	7.00 \$	875.00	125 SY	\$	7.00	\$ 875.00	
100	328	4 Inch PVC Irrigation Sleeve, 18" bury under walks	320.	LF	\$	16.00 \$	5,120.00	320 LF	\$	16.00	\$ 5,120.00	
101	328	4 Inch PVC Irrigation Sleeve, 30" bury under roadways	340.	LF	\$	18.15 \$	6,171.00	340 LF	\$	18.15	\$ 6,171.00	
102 [1]	328	6 Inch SDR 80 Irrigation Sleeve						LF	\$	28.75		
102 [1]	328	3/4 Inch Quick Coupler Valve	13.	EA	\$	340.00 \$	4,420.00	13 EA	\$	340.00	\$ 4,420.00	
104	328	1 Inch Automatic Control Valve	30.	EA	\$	618.00 \$		30 EA	\$	618.00		
105	328	2-wire Control Wire	6,300.	LF	\$	4.40 \$			Š	4.40		

April 27, 2023

14	0007			<u>C</u>	Current C	Contract [1]	Extended		Re	vised	Extended	
Item No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Price	Quantity Units		Unit Price		1
		Construction Period [1]	376	Cal. Days				376 Cal. Days				-
106	328	2-wire Control, including decoders, grounding	1.	LS	\$	15,000.00 \$	15,000.00	1 LS	\$	15,000.00		
107	328	Jumbo Valve Box	15.	ËA	\$	385.00 \$	5,775.00	15 EA	\$	385.00		1
108	328	Isolations Valves	19.	EA	\$	2,475.00 \$	47,025.00	19 EA	\$	2,475.00		
109	328	1 Inch PVC Lateral Pipe	12,340.	LF	\$	3.25 \$	40,105.00	12340 LF	\$	3.25		
110	328	Riser Assembly to Compression Tee (not incl. tree rings)	158.	EA	\$	5.85 \$	924.30	158 EA	\$	5.85		
111	328	1/2"/17mm Netafim Drip Tubing with emitters	6,450.	LF	\$	1.40 \$	9,030.00	6450 LF	\$	1.40		
112	328	Netafim CV Techline with emitters	8,000.	LF	\$	1.05 \$	8,400.00	8000 LF	\$	1.05		
113	328	Tree Ring Assembly	141.	EA	\$	34.35 \$	4,843.35	141 EA	\$	34.35		
114	328	1/2 Inch Flush Box Assembly	103.	EA	\$	1.20 \$	123.60	103 EA	\$	1.20		1
115	328	Air Relief/Pressure Relief Assembly	3.	EA	\$	7,600.00 \$	22,800.00	3 EA	\$	7,600.00		
116	328	Adjust Existing Gas Station Irrigation	1.	LS	\$	550.00 \$	550.00	1 LS	\$	550.00		
117	329	Sod	2,285.	SF	\$	1.15 \$	2,627.75	2285 SF	\$	1.15		
118	329	Soil Amendment (To be tilled)	72,218.	SF	\$	0.30 \$	21,665.40	72218 SF	\$	0.30		
119	329	Type 1 Rock - 1/2" Tan Granite	91,851.	SF	\$	1.10 \$	101,036.10	91851 SF	\$	1.10	\$ 101,036.10	
120	329	Type 2 Rock - 3" La Sal Purple	5,208.	SF	\$	1.65 \$	8,593.20	5208 SF	\$	1.65	\$ 8,593.20	
121	329	Type 3 Rock - 1-1/2" Tan Granite	840.	SF	\$	1.20 \$	1,008.00	840 SF	\$	1.20	\$ 1,008.00	
122	329	Concrete Edger	25.	LF	\$	11.20 \$	280.00	25 LF	\$	11.20	\$ 280.00	
123	329	Landscape Boulder - Small	22.	EACH	\$	83.75 \$	1,842.50	22 EACH	\$	83.75	\$ 1,842.50	
124	329	Landscape Boulder - Medium (3'x2'x2')	400.	EACH	\$	94.95 \$	37,980.00	400 EACH	\$	94.95	\$ 37,980.00	
125	329	Landscape Boulder - Large (2'x4'x2')	8.	EACH	\$	156.30 \$	1,250.40	8 EACH	\$	156.30	\$ 1,250.40	
126	329	Deciduous Tree (1 - 1/2 Inch Caliper)	68.	EACH	\$	550.00 \$	37,400.00	68 EACH	\$	550.00	\$ 37,400.00	1
127	329	Deciduous Tree (2 Inch Caliper)	57.	EACH	\$	590.00 \$	33,630.00	57 EACH	\$	590.00	\$ 33,630.00	
128	329	Deciduous Shrub (1 Gallon Container)	230.	EACH	\$	27.75 \$	6,382.50	230 EACH	\$	27.75	\$ 6,382.50	
129	329	Deciduous Shrub (5 Gallon Container)	547.	EACH	\$	70.00 \$	38,290.00	547 EACH	\$	70.00	\$ 38,290.00	
130	329	Evgn Tree (6 Foot, Container)	11.	EACH	\$	636.00 \$	6,996.00	11 EACH	\$	636.00	\$ 6,996.00	
131	329	Evergreen Shrub (5 Gallon Container)	217.	EACH	\$	82.00 \$	17,794.00	217 EACH	\$	82.00	\$ 17,794.00	
132	329	Perennials (1 Gallon Container)	284.	EACH	\$	21.75 \$	6,177,00	284 EACH	\$	21.75	\$ 6,177.00	
133	329	Ornamental Grasses (1 Gallon Container)	170.	EACH	\$	27.75 \$	4,717.50	170 EACH	\$	27.75		
135	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (24 Road)	6,935.	TON	\$	126.00 \$	873,810.00	6935 TON	\$	126.00	\$ 873,810.00	
136	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (G Road)	6,415.	TON	\$	126.00 \$	808,290.00	6415 TON	\$	126.00	\$ 808,290.00	
137	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (Spur Roads that achieve full rd section)	200.	TON	\$	126.00 \$	25,200.00	200 TON	\$	126.00	\$ 25,200.00	

					Current C	ontract [1]	F . d d		Rev	rised	Extended	
Item No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Extended Price	Quantity Units		Unit Price	Price	Change
		Construction Period [1]	376	Cal. Day	/s			376 Cal. Days		_		
138	401	Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Spur Roads outside full rd section)	845.	TON	\$	126.00 \$	106,470.00	845 TON	\$	126.00	\$ 106,470.00	
139	401	Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Patch 639 24 Road)	5.	TON	\$	165.00 \$	825.00	5 TON	\$	165.00	\$ 825.00	
140	401	Hot Mix Asphalt (2" thick) (Grading SX 75, Binder Grade 64-22) (All overlays)	1,500.	TON	\$	119.00 \$	178,500.00	1500 TON	\$	119.00	\$ 178,500.00	
141	420	(Subgrade Stabilization) Geotextile Separator (CI 2)	12,200.	SY	\$	1.75 \$	21,350.00	12200 SY	\$	1.75	\$ 21,350.00	
142	420	(Subgrade Stabilization) Geogrid Reinforcement	12,200.	SY	\$	1.80 \$	21,960.00	12200 SY	\$	1.80	\$ 21,960.00	
143	515	Waterproofing Membrane Per project specifications	5,450.	SF	\$	3.50 \$	19,075.00	5450 SF	\$	3.50	\$ 19,075.00	
144	608	Concrete Pavement (Roundabout) (9" Thick) (CL P)	3,815.	SY	\$	96.50 \$	368,147.50	3815 SY	\$	96.50	\$ 368,147.50	
145	608	Concrete Pavement (Roundabout) (at ex bridge)	235.	SY	\$	153.00 \$	35,955.00	235 SY	\$	153.00	\$ 35,955.00	
146	608	Concrete Pavement (Bus Pullout) (9" Thick) (CL P)	125.	SY	\$	135.00 \$	16,875.00	125 SY	\$	135.00	\$ 16,875.00	
147	608	Concrete Curb and Spill Gutter (1.5' Wide) to include 6" of Class 6 Aggregate Base Course.	11,705.	LF	\$	17.10 \$	200,155.50	11705 LF	\$	17.10	\$ 200,155.50	
148	608	Concrete Curb and Spill Gutter (1.5' Wide) (at ex bridge)	170.	LF	\$	55.50 \$	9,435.00	170 LF	\$	55.50	\$ 9,435.00	
149	608	Concrete Mountable Curb and Spill Gutter (1.83' Wide) (CDOT Curb and Gutter Type 2, Section IM) to include 6" of Class 6 Aggregate Base Course.	660.	LF	\$	23.80 \$	15,708.00	660 LF	\$	23.80		
150	608	Concrete Truck Apron (Roundabout) (9" Thick) to include 8" of Class 6 Aggregate Base Course.	475.	SY	\$	167.80 \$	79,705.00	475 SY	\$	167.80	\$ 79,705.00	
151	608	Concrete Curb (6" Wide) (6" High) to include 6" of Class 6 Aggregate Base Course.	830.	LF	\$	39.70 \$	32,951.00	830 LF	\$	39.70	\$ 32,951.00	
152	608	Concrete Curb (6" wide) (6" High) (at ex bridge)	90.	LF	\$	39.00 \$	3,510.00	90 LF	\$	39.00	\$ 3,510.00	÷

	~~~~				Current C	Contract [1]			Rev	ised	<b>F</b> -td-d	
Item No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Extended Price	Quantity Units		Unit Price	Extended Price	
		Construction Period [1]	376	Cal. Day	s			376 Cal. Days				-
153	608	Concrete Curb and Gutter (2' Wide) (both collector and spill gutters) to include 6" of Class 6 Aggregate Base Course.	12,350.	LF	\$	19.75 \$	243,912.50	12350 LF	\$	19.75	\$ 243,912.50	
154	608	Concrete Curb and Gutter (2' Wide) (at ex bridge)	20.	LF	\$	45.90 \$	918.00	20 LF	\$	45.90	\$ 918.00	
155	608	Concrete Drive Over Curb and Gutter both 3' and 3.5' wide and both collector and spill gutter to include 6" of Class 6 Aggregate Base Course.	500.	LF	\$	42.80 \$	3 21,400.00	500 LF	\$	42.80		
156	608	Concrete Drive Over Curb and Gutter 3' wide (at ex bridge)	70.	LF	\$	45.60 \$	3,192.00	70 LF	\$	45.60	\$ 3,192.00	
157	608	Concrete Median Edging (1.5' Wide) (4" thick)	7,185.	LF	\$	15.35 \$	110,289.75	7185 LF	\$	15.35	\$ 110,289.75	
158	608	Concrete Sidewalk (4" Thick) to include 4" of Class 6 Aggregate Base Course.	7,125.	SY	\$	44.60 \$	317,775.00	8125 SY	\$	44.60	\$ 362,375.00	\$ 44,600.00
159 160	608 608	Concrete Sidewalk (at ex bridge) Concrete Drainage Pan (6' Wide) to include 6" of Class 6 Aggregate Base Course.	80. 110.	SY LF	\$ \$	116.90 \$ 66.50 \$	'		\$ \$	116.90 66.50		
161	608	Concrete Intersection Corner (8" thick) to include 6" of Class 6 Aggregate Base Course. Includes all Items labeled as concrete bullnose end section and concrete corner fillet on the plans.	200.	SY	\$	94.00 \$	5 18,800.00	200 SY	\$	94.00	\$ 18,800.00	
162	608	Concrete Curb Ramp to include 6" of Class 6 Aggregate Base Course.	500.	SY	\$	68.60 \$	34,300.00	500 SY	\$	68.60	\$ 34,300.00	
163 164	608 608	Concrete Curb Ramp (at ex bridge) Concrete Pavement (6" Thick) to include 6" of Class 6 Aggregate Base Course.	20. 170.	SY SY	\$ \$	104.25 \$ 67.25 \$			\$ \$	104.25 67.25		
165 166	608 608	Concrete Pavement (at ex bridge) Concrete Driveway Section (8" Thick) (Commercial) to include 6" of Class 6 Aggregate Base Course.	45. 165 <i>.</i>	SY SY	\$	89.20 \$ 76.70 \$			\$ \$	89.20 76.70		
167	608	Concrete Median Island Nose (8" Thick) to include 6" of Class 6 Aggregate Base Course.	50.	SY	\$	108.10 \$	5,405.00	50 SY	\$	108.10	\$ 5,405.00	

					Current	Contract [1]			Re	vised		(tl		
ltem No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Extended Price	Quantity Units		Unit Price	Ex	tended Price		Change
		Construction Period [1]	376	Cal. Day	S			376 Cal. Days						**
168	608	Concrete Median Maintenance Pullout (8" Thick Patterned Concrete) to include 6" of Class 6 Aggregate Base Course.	425.	SY	\$	94.90 \$	40,332.50	425 SY	\$	94.90		332.50		
169	608	Concrete Median Cover Material (6" Patterned Concrete) to include 6" of Class 6 Aggregate Base Course.	1,270.	SY	\$	94.15 \$	119,570.50	1270 SY	\$	94.15	\$ 119,	570.50		
170	608	Concrete Median Cover Material (Patterned Concrete) (at ex bridge)	135.	SY	\$	162.20 \$	21,897.00	135 SY	\$	162.20	\$ 21,	897.00		
171	608	Concrete Wall (639 24 Road)	65.	CY	\$	803.00 \$	52,195.00	65 CY	\$	803.00	\$ 52.	195.00		
172	608	Detectable Warning (Cast Iron, Wet Set) (2'x2)	200.	EA	\$	176.85 \$	35,370.00	200 EA	\$	176.85		370.00		
173	613	Large Splice Box (Quasite) (3' - 2 5/8" x 2'-2") Broadband Logo.	11,	EA	\$	2,145.00 \$	23,595.00	11 EA	\$	2,145.00	\$ 23,	595.00		
174	613	2 Inch Electrical Conduit (Plastic)	9,424.	LF	\$	20.90 \$	196,961.60	9424 LF	\$	20.90		961.60		
175	613	Type two Pull Box (electric)	92.	EA	\$	1,045.00 \$	96,140.00	92 EA	\$	1,045.00		140.00		
176	613	Wiring	1.	LS	\$	92,730.00 \$	92,730.00	1 LS	\$	92,730.00		730.00	•	
177	613	Light Standard and Luminaire (Pedestrian)	69.	EA	\$	5,610.00 \$	387,090.00	81 EA	\$	5,610.00		410.00		67,320.00
178	613	Light Standard Foundation (Special)	69.	EA	\$	2,200.00 \$	151,800.00	81 EA	\$	2,200.00		200.00	\$	26,400.00
179	613	Lighting Control Center (Special)	2.	EA	\$	9,900.00 \$	19,800.00	2 EA	\$	9,900.00		800.00		
180	613	2 Inch Broadband Conduit (Plastic)	8,486.	LF	\$	20.90 \$	177,357.40	8486 LF	\$	20.90		357.40		
181	613	Type three Pull Box (Broadband)	42.	EA	\$	1,210.00 \$	50,820.00	42 EA	\$	1,210.00		820.00		
182	613	Installation of 2 Inch Broadband Conduit (Plastic)(Bored)	3,350.	LF	\$	20.90 \$	70,015.00	3350 LF	\$	20.90	\$ 70,	015.00		
183	614	Sign Panel (CL I)	880.	SF	\$	28.60 \$	25,168.00	880 SF	\$	28.60	\$ 25,	168.00		
184	614	Sign Panel (CL II)	50.	SF	\$	30.80 \$	1,540.00	50 SF	\$	30.80	\$1,	540.00		
185	614	Steel Sign Support (2" round) (Pole/Slipbase)	106.	EA	\$	412.50 \$	43,725.00	106 EA	\$	412.50	\$ 43,	725.00		
186	614	Steel Sign Support (2 1/2" round NP- 40) (Pole/Slipbase)	4.	EA	\$	632.50 \$	2,530.00	4 EA	\$	632.50	\$2,	530.00		
187	620	Sanitary Facility	1,	EA	\$	14,800.00 \$	14,800.00	1 EA	\$	14,800.00	\$ 14,	800.00		
188 189	625 626	Construction Surveying Mobilization	1. 1.	LS LS	\$ \$	251,318.00 \$ 795,000.00 \$	251,318.00 795,000.00	1 LS 1 LS	\$ \$	251,318.00 795,000.00		318.00 000.00		

April 27, 2023

					Current (	Contract [1]	I		Re	evised		
Item No.	CDOT, City Ref.	Description	Quantity	/ Units		Unit Price	Extended Price	Quantity Units		Unit Price	Extended Price	1
		Construction Period [1]	376	Cal. Day	/s			376 Cal. Days				-
190	627	Pavement Marking Paint (parking at Canyon View)	20.	Gal	\$	93.50 \$	1,870.00	20 Gal	\$	93.50	\$ 1,870.00	
191	627	Epoxy Pavement Marking (asphalt only) (Roadway Striping)	285.	Gal	\$	203.50 \$	57,997.50	285 Gal	\$	203.50	\$ 57,997.50	
192	627	Preformed Plastic Pavement Marking (Type II) (Inlaid) (includes black background paint) (Roundabout Striping)	1,370.	SF	\$	24.20 \$	33,154.00	1370 SF	\$	24.20	\$ 33,154.00	
193	627	Preformed Thermoplastic Pavement Marking (Word-Symbol) (Asphalt and Concrete)	1,841.	SF	\$	24.20 \$	44,552.20	1841 SF	\$	24.20	\$ 44,552.20	
194	627	Preformed Thermoplastic Pavement Marking (X-Walk-Stop Line) (Asphalt and Concrete)	2,300.	SF	\$	24.20 \$	55,660.00	2300 SF	\$	24.20	\$ 55,660.00	
195	630	Traffic Control (Complete In Place)	1.	LS	\$	560,000.00 \$	560,000.00	1 LS	\$	560,000.00	\$ 560,000.00	
196	630	Traffic Control Plan	1.	LS	\$	1,400.00 \$	1,400.00	1 LS	\$	1,400.00	\$ 1,400.00	
197 198 199 200 201 202 203 INC CO1-1	632	Construction Phasing Plan Temporary Paving Landscape Rock (639 24 Road) Landscape Cobble (639 24 Road) Field Office, Class 1 Potholing Portable Message Sign Panel HMA Incentive Reset Fence On NW Corner Of 24 And G Rd Night Work for 24 Road Corssings 6 Inch SDR 40 Irrigation Sleeve	1. 3,500. 135. 600. 1. 1. 1. 1. 1,650. 2. 1,340.	LS SY SF LS LS LS LS LF EA	****	50,000.00 \$ 50.00 \$ 1.40 \$ 48,000.00 \$ 16,000.00 \$ 75,000.00 \$ 10,850.00 \$ 26.25 \$	175,000.00 189.00 840.00 16,000.00 75,000.00 18,067.50 21,700.00 35,175.00	1 LS 3500 SY 135 SF 600 SF 1 LS 1 LS EA 1 LS 1650 LF 2 EA 1340 LF	****	50,000.00 50.00 1.40 48,000.00 16,000.00 13,950.00 75,000.00 10.95 10,850.00 26.25	\$ 175,000.00 \$ 189.00 \$ 840.00 \$ 48,000.00 \$ 16,000.00 \$ 75,000.00 \$ 75,000.00 \$ 18,067.50 \$ 21,700.00 \$ 35,175.00	
MCR	0	Minor Contract Revisions 0 SUBTOTAL:	1.	EA	\$	250,000.00 \$ 	250,000.00	1 EA	\$	250,000.00	\$ 250,000.00 \$ 13,006,454.85	<u>\$ 138,320.00</u>
DISC		Prompt Payment Discount	0.0%	, 2		\$					\$ -	\$0.00

Item	CDOT.	Cur	Current Contract [1] Extende			Revised Extend		
No.	City Ref. Description	Quantity Units	Unit Price	Price	Quantity Units	Unit Price	Price	Change
	Construction Period [1]	376 Cal. Days			376 Cal. Days			
		TOTALS:	\$ 1	2,868,134.85		\$	13,006,454.85	\$ 138,320.00

Change

April 27, 2023



## NOTICE TO PROCEED

Date: January 20, 2023

Contractor: Oldcastle SW Group, Inc. dba United Companies

Project: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

In accordance with the contract dated <u>December 22, 2022</u> the Contractor is hereby notified to begin work on the Project on or before <u>February 6, 2022</u>.

The date of final completion as determined is <u>365 calendar days from the start date of</u> <u>this Notice to Proceed</u>. <u>This does not include the additional 60 calendar days to be</u> <u>added per Item 13 of Addendum 3 to the contract documents.</u>

#### **CITY OF GRAND JUNCTION, COLORADO**

—Docusigned by: Duare Hoff Jr.

Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:	Oldcastle SW Group, Inc. dba United Con	npanies
By:	DocuSigned by: Eyle Alpha - General Manager, Oldcast 47D35294AE0F4D0	le SW Group, Inc., dba United Companies
Print Name:	Kyle Alpha - General Manager, Oldcastle	SW Group, Inc., dba United Companies
Title:	V.P./General Manager	
Date:	1/26/2023	
Dale.		



#### CITY OF GRAND JUNCTION, COLORADO

#### 

#### CONTRACT

This CONTRACT made and entered into this <u>22nd</u> day of <u>December</u>, <u>2022</u> by and between the <u>**City of Grand Junction**</u>, **Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Oldcastle SW Group</u>, Inc. dba United Companies hereinafter in the Contract Documents referred to as the "Contractor."

#### WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>24 and G Road</u> <u>Improvements Phase II Project IFB-5150-22-DH</u>.

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

<u>Contract Documents</u>: 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; 24 and G Road Improvements Phase II Project;
- 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

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

#### ARTICLE 3

<u>Contract Work:</u> 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

<u>Contract Time and Liquidated Damages:</u> 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 Twelve Million, Eight Hundred Sixty-Five Thousand, Four Hundred Seventeen and 35/100 Dollars (\$12,865,417.35). This sum has been value engineered from the Contractor's original submitted bid price to bring the final sum within budget. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

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

#### ARTICLE 6

<u>Bonds</u>: 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

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

#### ARTICLE 8

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

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

The Contract is executed in two counterparts.

#### **CITY OF GRAND JUNCTION, COLORADO**

By: Duare Hoff Jr. Duane Hoff Jr., Contract Administrator

1/4/2023

Date

#### Oldcastle SW Group, Inc. dba United Companies

By: Lyle Alpha - General Manager, Oldcastle JUZG13097/Inc., dba United Companies Kyle Alpha - General Managerce Oldcaster EN MGro Date Inc., dba United Companies



**Purchasing Division** 

## **Invitation for Bid**

IFB-5150-22-DH 24 and G Road Improvements Phase II Project

**Responses Due:** 

December 5, 2022 prior to 3:00pm <u>Accepting Electronic Responses Only</u> <u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u> <u>System (RMEPS)</u>

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor <u>MUST</u> 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: Duane Hoff Jr., Contract Administrator <u>duaneh@gjcity.org</u> 970-244-1545

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

- Appendix A Project Submittal Form
- Appendix B Project Manual
  - Project Special Provisions
  - Ute Water Specifications
  - Landscape and Irrigation Specifications (by KAART)
  - Electrical Specifications (by ACM Consulting)

Appendix C Geotechnical Investigation Report by RockSol Consulting Group, Inc.

Attachments

**Construction Drawings** 

## 1. Instructions to Bidders

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

**1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the 24 and G Road Improvements Phase II project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

#### **IFB Questions:**

Duane Hoff Jr., Contract Administrator duaneh@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:** A <u>mandatory</u> pre-bid meeting is required by all contractors intending to submit a bid response to this IFB. Any contractor that does not attend the <u>mandatory</u> pre-bid meeting shall not be eligible to submit a bid response to this IFB. The primary, lead contractor must be in attendance.

# NOTE: Bidders that arrive more than 10 minutes late to any of the meetings offered shall not be eligible to submit a bid response to this solicitation process for this project.

The City will offer multiple mandatory pre-bid meeting opportunities, from which Contractors may attend. Contractors must attend at least one of the multiple meeting opportunities offered to be considered eligible to submit a proposal response. Contractors are not required to attend more than one pre-bid meeting. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO.

The following mandatory pre-bid dates and times options are being offered: November 9, 2022 at 2:00pm November 10, 2022 at 10:00am

- 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, <u>all applications must be submitted no later than the application due date stated in the solicitation document.</u> Contractors may view their approved pre-qualified categories by clicking the Pre-Qualification List Link.
- **1.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- **1.5. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction <u>Purchasing Policy and Procedure Manual</u>.
- 1.6. Submission: <u>Each bid shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado)</u>. <u>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 <u>http://www.gicity.org/501/Purchsing-Bids</u> 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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)</u>

Solicitation Opening - IFB-5150-22-DH, 24 and G Road Improvements Phase II Project Dec 5, 2022, 3:00 – 3:30 PM (America/Denver)

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/171110221

You can also dial in using your phone. Access Code: 171-110-221 United States: +1 (571) 317-3122

Join from a video-conferencing room or system. Meeting ID: 171-110-221 Dial in or type: 67.217.95.2 or inroomlink.goto.com Or dial directly: 171110221@67.217.95.2 or 67.217.95.2##171110221 **Get the app now and be ready when your first meeting starts:** https://meet.goto.com/install

- **1.7.** <u>Modification and Withdrawal of Bids Before Opening.</u> 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, <u>https://co-grandjunction.civicplus.com/501/Purchasing-Bids</u>.
- **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 <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a>.

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

or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- **1.22. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or subcontractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## 2. General Contract Conditions for Construction Projects

- 2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- **2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project,

and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work: Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with

an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Quantities of Work and Unit Price: Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions: The materials, products and equipment described in the Solicitation Documents shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offeors shall not rely upon approvals made in any other manner.
- **2.10.** Supervision and Construction Procedures: The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the

Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.12. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- **2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- **2.14.** Use of the Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- **2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- **2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

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

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

award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.18. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.19. 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.
- **2.20. 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.
- **2.21. 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.
- 2.22. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.23. 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 Contact 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 I 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.

- 2.24. 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 singed 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.
- **2.25. 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.
- 2.26. 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.
- 2.27. 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 **\$7,800.00** 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.

2.28. 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.

- **2.29. 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.
- **2.30.** 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.
- 2.31. Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- **2.32. 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.
- **2.33. 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.

- 2.34. Uncovering & Correction of Work: The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- **2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- **2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- **2.36.** Compliance with Laws: Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- **2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.38.** Conflict of Interest: No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- **2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

- **2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- **2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- **2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- **2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- **2.42.** Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- **2.43.** Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver: In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.45.** Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.46.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- **2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the

Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

**2.48.** Nonconforming Terms and Conditions: A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

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

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

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

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

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

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

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

- **2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- **2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- **2.54. Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.55.** Venue: Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- **2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- **2.57.** Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

- **2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- **2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions under the terms of this solicitation. Will indicate their specific delivery and invoicing instructions.
- **2.60.** Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. 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 Works project" is defined as:

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

## 3. Statement of Work

**3.1. GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for the 24 and G Road Improvements Phase II project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

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

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

**3.2. PROJECT DESCRIPTION:** This project generally consists of widening 24 Road by constructing southbound lanes west of the existing roadway, and connecting the existing roadway with a landscaped concrete median, and the construction of a modern roundabout at the existing intersection of 24 Road and G Road. Approximate quantities are as follows: 48,000 SY of soil reconditioning, 15,000 tons of asphalt pavement, 4,500 SY of concrete pavement, 26,000 LF of curb and gutter, 9,000 SY of concrete sidewalk, 4,200 LF of irrigation piping, 2,300 LF of concrete storm drain piping, 300 LF of gravity sewer piping, 18,000 LF of electrical conduit, 90 pedestrian lights, 6 water quality control structures, landscaping and irrigation.

### 3.3. SPECIAL CONDITIONS & PROVISIONS:

**3.3.1 Mandatory Pre-Bid Meeting:** A <u>mandatory</u> pre-bid meeting is required by all contractors intending to submit a bid response to this IFB. Any contractor that does not attend the <u>mandatory</u> pre-bid meeting shall not be eligible to submit a bid response to this IFB. The primary, lead contractor must be in attendance.

NOTE: Bidders that arrive more than 10 minutes late to any of the meetings offered shall not be eligible to submit a bid response to this solicitation process for this project.

The City will offer multiple mandatory pre-bid meeting opportunities, from which Contractors may attend. **Contractors must attend at least one of the multiple meeting opportunities offered to be considered eligible to submit a proposal response.** Contractors are **not** required to attend more than one pre-bid meeting. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO. The following mandatory pre-bid dates and times options are being offered:

November 9, 2022 at 2:00pm

November 10, 2022 at 10:00am

3.3.2 QUESTIONS REGUARDING SOLICIATION PROCESS/SCOPE OF WORK: Duane Hoff Jr., Contract Administrator

Duane Hoff Jr., Contract Administrator City of Grand Junction <u>duaneh@gjcity.org</u>

**3.3.3 Project Manager:** The Project Manager for the Project is Eric Rink, Project Engineer, who can be reached at (970)244-1585. <u>During Construction</u>, 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: Eric Rink, Project Manager 333 West Avenue, Building C Grand Junction, CO 81501

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

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

- **3.3.5** <u>**Pre-Qualification:**</u> Contractors must be pre-qualified in the following categories to submit a bid response to this project:
  - 2A Roadway & Earthwork
  - 2B Asphalt Paving
  - 2D Concrete Roadway Paving

Contractors may view their approved pre-qualified categories by clicking the <u>Pre-Qualification List Link</u>.

- **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 <u>365 Calendar Days</u> 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.
- **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:
  - Colorado Department of Public Health and Environment (CDPHE) Construction Stormwater Discharge Permit – The City of Grand Junction will obtain the Stormwater Discharge Permit and then transfer the permit to the Contractor before the start of the project.

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:

- None
- **3.3.14 City Furnished Materials:** The City will furnish the following materials for the Project:
  - Electronic files needed for construction layout
- **3.3.15 Project Newsletters:** Project newsletters will not be required for this project. The City will handle notifying the public and residents of the project and the project schedule.

However, the Contractor will be responsible for notifying all businesses and/or residents located adjacent to the Project on any closures to driveway access points, road closures, utility outages, and provide businesses and/or residents a timeline for these closures and utility outages. The Contractor shall provide a minimum of 48-hours advanced notice to businesses and/or residents prior to any closure or utility outage taking effect.

- **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.

The Contractor shall stockpile and store materials and equipment within the roadway right-of-way, the multi-purpose easements, and the temporary construction easements as shown on the construction plans. The Contractor shall have the boundaries of the easements staked by their surveyor, so the construction limits are clearly defined. The Contractor shall keep all construction activities within these easement boundaries at all times.

**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.

Full closures of the following movements through the existing 24 Road and G Road intersection shall be avoided:

- 24 Road southbound through traffic (truck route)
- 24 Road northbound through traffic (truck route)
- 24 Road southbound to G Road westbound traffic
- G Road eastbound to 24 Road southbound traffic

Any other closures must be indicated as part of the Construction Phasing Plan and delivered for review and acceptance by the City no less than 7 days prior to a road closure. All road closures should be of a short duration, not to exceed a 5-days closure.

- **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:** Contractor/Supplier are responsible for performing Quality Control (QC) testing as required on the project. The City will be responsible for performing all necessary Quality Assurance (QA) testing. The City will be working with a 3rd party QA testing consultant for backfill compaction, concrete testing, asphalt testing, materials testing, and any other tests that are deemed necessary.
- **3.3.22** Schedule of Submittals: See Appendix A for list of required submittals. The Contractor at a minimum shall deliver these submittals at or before the preconstruction meeting:
  - Traffic Control Plan
  - Construction Phasing Plan
  - Construction schedule submitted at or prior to the pre-construction meeting and updated as necessary to reflect actual conditions.
  - List of contacts for contractor and any subcontractors.
  - Hourly rate table for labor and equipment to be used on this project.
- **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: Existing underground utilities were potholed at specific locations during design of this project. The location of existing utilities and structures are shown on the Subsurface Utility Engineering (SUE) Plans and are 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.

**<u>Utility Contacts, Coordination, and Relocations:</u>** Known utilities with the limits of this project are:

- City of Grand Junction (Sanitary & Storm) Eric Rink 970-244-1585
- City of Grand Junction (Traffic Signal) Eric Mocko 970-256-4017
- City of Grand Junction (Irrigation) Marc Mancuso 970-254-3850
- Grand Valley Power (Electric) Mike Gardner 970-623-8565
- Xcel Energy (Electric & Gas) Sarah Darricau 970-244-2656
- Xcel Energy (6" I.P. Gas) Sarah Darricau
- Century Link (Telephone & Fiber Optic) Chris Johnson970-244-4311

970-244-2656

- Charter (Cable Television) Mark Kostelecky 970-623-9415
- Ute Water Conservancy District Dave Priske 970-242-7491

The work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in regard to conducting their respective operations so the utility relocation work can be completed with minimum delay to all parties concerned.

The Contractor shall be required to meet with each utility owner impacted by the work a minimum of fifteen (15) days in advance of any construction operations to coordinate required utility work with the construction activity. Coordination with utility owners includes, but is not limited to, providing and periodically updating an accurate construction schedule that includes all utility work elements. Surveying and/or staking of utility relocations shall be performed by the Contractor's surveyor.

The Contractor shall conduct coordination meetings as necessary for the purpose of coordinating construction activities with the utility owners. Frequency of the utility coordination meetings may be revised as deemed necessary by the City, Contractor, and utility owner(s).

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Project Engineer. However, traffic control for utility work outside of the typical project work hours or outside of the project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control as per the bid items for traffic control as established on this project.

The Contractor shall keep each utility owner advised of any work being done to its facility so that each utility owner can coordinate its inspections for final acceptance of the work with the Project Engineer.

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

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

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

**3.3.32** <u>Manhole Grade Rings:</u> Concrete grade rings, shims and non-shrink grout shall not be used on the sewer manhole sections. Approved grade rings for this project shall be either HDPE Adjusting Rings by LadTech, Inc., or Expanded Polyproplyene grade rings by Cretex Pro-Ring.

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

- **3.3.33** <u>Manhole Ring and Cover:</u> Manhole ring and covers for this project shall be Castings model MH-310-24 CI.
- **3.3.34** <u>References for Manhole Corrosion Protection:</u> The Contractor applying the interior manhole corrosion protection shall provide a minimum of 3 references of projects for completed restoration and corrosion barrier liner installation of similar scope and size using the protective coating specified and/or approved equal by the City Project Engineer. References shall include project name and location; contact information of Owner/Engineer; and description of project, what the substrate was, and the application procedures.
- **3.3.35** <u>Project Meetings:</u> The Contractor and the City shall conduct meetings onsite once every two weeks. These meetings shall be attended by the Contractor's Project Manager and Site Supervisor and the City's Project Engineer and Project Inspector. When required, the utility companies project representative should be invited to the meetings. An updated project schedule should be available and dispersed at each meeting.
- 3.4. SCOPE OF WORK: This project generally consists of widening 24 Road by constructing southbound lanes west of the existing roadway, and connecting the existing roadway with a landscaped concrete median, and the construction of a modern roundabout at the existing intersection of 24 Road and G Road. Approximate quantities are as follows: 48,000 SY of soil reconditioning, 15,000 tons of asphalt pavement, 4,500 SY of concrete pavement, 26,000 LF of curb and gutter, 9,000 SY of concrete sidewalk, 4,200 LF of irrigation piping, 2,300 LF of concrete storm drain piping, 300 LF of gravity sewer piping, 18,000 LF of electrical conduit, 90 pedestrian lights, 6 water quality control structures, landscaping and irrigation.

#### 3.5. Attachments:

Appendix A: <u>Project Submittal Form</u> Appendix B: Project Manual

- Project Special Provisions
- Ute Water Specifications
- Landscape & Irrigation Specifications
- Electrical Specifications

Appendix C: <u>Geotechnical Investigation Report by RockSol Consulting Group, Inc.</u> Appendix D: <u>Construction Drawings</u>

- **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
  - Contractor's Bid Bond
  - Contractor's Bonding Capacity Letter
  - Price Bid Schedule

#### 3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available Mandatory Pre-Bid Meeting Pre-Qualification Application Deadline Inquiry deadline, no questions after this date Addendum Posted Submittal deadline for proposals City Council Approval Notice of Award & Contract execution Bonding & Insurance Cert due Preconstruction meeting Work begins no later than

**Final Completion** 

Holidays:

New Year's Day Martin Luther Ing Jr. Day President's Day Memorial Day Juneteenth Independence Day Labor Day Veterans Day Thanksgiving Christmas

October 27, 2022 November 9, 2022 November 17, 2022 November 17, 2022 November 22, 2022 December 5, 2022 December 21, 2022 December 22, 2022 December 29, 2022 TBD Upon Receipt of Notice to Proceed 365 Calendar Days from Notice to Proceed January 2, 2023 January 16, 2023 February 20, 2023 May 29, 2023 June 19, 2023 July 4, 2023 September 4, 2023 November 10, 2023 November 23-24, 2023 December 25, 2023

## 4. Contractor's Bid Form

Bid Date:				
Project: IFB-5150-22-DH "24 and G Roa	ad Improvements Phase	II Project"		
Bidding Company:				
Name of Authorized Agent:				
Email				
Telephone	Address			
City	State_		Zip	

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

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

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

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

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

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

Item	CDOT,						
No.	•	Description	Quantity	Units		Unit Price	Total Price
1	108.2	8" Gravity Sewer Pipe (SDR 35)	310.	LF		\$	
2	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Complete in Place)	3.	EA	\$	\$	
3	108.5	Sanitary Manhole Barrel Section (D>5')(48" I.D.)	15.	VLF	\$	\$	
4	108.5	Connect to Existing Manhole or Sewer Main	3.	EA	\$	\$	
5	108.3	8" End Cap/Plug Sewer	3.	EA	\$	\$	
6	108.2	Import Trench Backfill	825.	CY	\$	\$	
7	108.7	Granular Stabilization Material (Type B)	948.	TON	\$	\$	
8	108.2	Adjust Fire Hydrant to Finished Grade	1.	EA	\$	\$	
9	108.2	Adjust Water Valve to Finished Grade	26.	EA	\$	\$	
10	108.2	Adjust Water Meter to Finished Grade	1.	EA		\$\$	
11	108.2	Storm Drain Pipe - 30" Concrete Pipe	626.	LF		\$	
12	108.2	Storm Drain Pipe - 24" Concrete Pipe	688.	LF		\$	
13	108.2	Storm Drain Pipe - 18" Concrete Pipe	378.	LF		\$\$	
14	108.2	Storm Drain Pipe - 12" Concrete Pipe	620.	LF		\$	
15	108.2	Storm Drain Pipe - 12" PVC Pipe (C-	70.	LF	\$		
10	100.2	900)(Includes bends, connections, etc.)	70.	<b>L</b> 1	Ψ		
16	108.5	Storm Drain Manhole (48" I.D.)	2.	EA	\$		
17	108.6	Storm Drain Manhole (60" ID)	12.	EA	\$	\$	
18		Storm Drain Manhole (72" ID)	2.	EA	\$	\$	
19	108.6	Storm Sewer Treatment System. Contech	4.	EA	\$		
20	108.6	CDS 2025-5 or Engineer approved equal. Manhole acounted for separately. Complete in place. Storm Sewer Treatment System. Contech	1.	EA	\$	\$\$	
21	108.6	CDS 3020-6 or Engineer approved equal. Manhole acounted for separately. Complete in place. Storm Sewer Treatment System. Contech CDS 3025-6 or Engineer approved equal.	1.	EA	\$		
22	108.6	Manhole acounted for separately. Complete in place. Storm Drain Inlet with vertical curb opening	21.	EA	\$	\$	
~~	100.0	(24" x 36")	21.	L/ (	Ψ	₽	
23	108.6	DoubleStorm Drain Inlet with vertical curb opening (24" x 36")	1.	EA	\$	\$	
24	108.6	Storm Drain - Large Area Inlet (24"x36")	3.	EA	\$	\$	
25	108.5	Storm Drain - 18" Concrete Pipe End Section	1.	EA	\$		
26	108.5	Storm Drain - Manhole Barrel Section (D>5')(60" I.D.)	32.	VLF	\$	\$	
27	108.5	Storm Drain - Manhole Barrel Section (D>5')(72" I.D.)	7.	VLF	\$		
28	108.5	Storm Drain - Manhole Barrel Section (D>5')(48" I.D.)	2.	VLF	\$		
29	108.5	Storm Drain - Inlet Box Section (D>5')(24"x36" I.D.)	14.	VLF	\$	\$	
30	108.5	Connect to Existing Manhole or Pipe	18.	EA	\$	\$	
31	212	Seed outlet area with Native Seed Mix (includes soil retention blanket)	1.	EA	\$	\$	
32	108.2	Irrigation Pipe - 10" SDR-35 PVC BF-2 (1 of 7	7) 7.	LF	\$	\$\$	

Item	CDOT,					
No.	City Ref.	Description	Quantity	Units	Unit Price	Total Price
33	108.2	Irrigation Pipe - 12" Corrugated HDPE Pipe	1,588.	LF	 \$	
34	108.2	Irrigation Pipe - 12" C-900 PVC	1,171.	LF		
35	108.2	Irrigation Pipe - 15" Corrugated HDPE Pipe	1,386.	LF	\$	
36	108.2	Irrigation Pipe - 15" C-900 PVC	125.	LF	\$ 	
37	108.5	Irrigation Manhole (36" I.D.)	12.	EA	\$ 	
38	108.5	Irrigation Manhole (48" I.D.) Structures (14),(12),(1),&(10) per Details and Plan	4.	EA	\$ \$	
39	108.5	Irrigation - Manhole Barrel Section (D>5')(48" I.D.)	2.	VLF	\$ \$	
40	108.5	Irrigation - Manhole Barrel Section (D>5')(36" I.D.)	5.	VLF	\$ \$	
41	108.3	12" End Cap/Plug Irrigation	4.	EA	\$ \$	
42	108.5	Connect to Existing MH or Pipe	2.	EA	÷ \$	
43	202	Remove Asphalt Mat. Full Depth.	33,305.	SY	 \$	
44	202	Remove Asphalt Mat. (Milling) 2 inch Depth.	13,530.	SY	\$ ₿	
45	202	Remove Striping (Grinding)	1,102.	LF	\$	
46	202	Remove Concrete	650.	SY	\$	
47	202	Remove Manhole		EA	\$	
47	202	Remove Signal Pole Base	7. 5.	EA	\$	
40 49	202	Remove Pull Box	3.	EA		
	202	Remove Post	3. 2.		\$	
50	202	Remove Delineator		EA EA	 \$\$	
51 50			1.			
52	202	Remove Ground Sign	21.	EA	\$	
53	202	Remove Type 3 Barricade	1.	EA	\$	
54	202	Remove Sod.	1,900.	SY	\$	
55	202	Remove Tree	22.	EA	 \$	
56	202	Remove Bush	3.	EA	\$	
57	202	Remove Property Pin (no reference or reset)	1.	EA	\$	
58	202	Remove Fence (includes all gates and associated appurtenances)	3,130.	LF	\$	
59	202	Remove Pipe as shown on Plans	900.	LF	\$ \$	
60	202	Remove Mail Box	3.	EA	\$	
61	202	Clearing and Grubbing	1.	LS	\$	
62	202	Remove Hose Bib	1.	EA		
63	210	Adjust Sprinkler System at Golden Gate Petroleum	1.	EA	 \$	
64	210	Adjust Manhole to Finished Grade	30.	EA	\$	
65	210	Adjust inlet Frame and Grate to Finished Grade	1.	EA	\$ \$	
66	210	Reference/Reset Survey Monument	1.	EA	\$ \$	
67	210	Reset Sign (639 24 Road)	1.	EA	\$ \$	
68	210	Reset Mail Box	2.	EA	\$ 	
69	210	Reset Fence	305.	LF	\$ \$	
70	210	Reset Landscape Ground Cover	6,180.	SF	\$ 	
71	LSC	Landscape Rock (639 24 Road)	135.	SF	\$	
72	LSC	Landscape Cobble (639 24 Road)	600.	SF	\$	
73		Potholing	1.	LS	\$	
74	203	Unclassified Excavation BF-2 (2 of	738,917.	CY	\$	

Item	CDOT,				
No.	City Ref.	Description	Quantity	Units	Unit Price Total Price
75	203	Unclassified Embankment	27,853.	CY	\$\$
76	203	Haul Earthwork Material	11,064.	CY	\$\$
77	207	Topsoil (18" Thick) (all planting areas within ROW)	16,015.	SY	\$\$
78	203	(Subgrade Stabilization) Muck Excavation	8,133.	CY	\$\$
79	304	(Subgrade Stabilization) Aggregate Base Course (Class 3) (24" Thick)	12,200.	SY	\$\$
80	420	(Subgrade Stabilization) Geotextile Separator (Cl 2)	12,200.	SY	\$\$
81	420	(Subgrade Stabilization) Geogrid Reinforcement	12,200.	SY	\$\$
82	208	Storm Drain Inlet Protection (Type II)	42.	EA	δδ
83	208	Erosion Log	11,100.	LF	\$\$
84	208	Prefabricated Vehicle Tracking Pad	4.	EA	\$\$
85	208	Prefabricated Concrete Washout Structure	4.	EA	\$\$
86	209	Dust Abatement	365.	DAYS	\$\$
87	212	Seeding - Native Seed Mix	3.	ACRE	\$\$
88	304	Aggregate Base Course (Class 1) (14" Thick) (24 Road Pave)	21,010.	SY	\$\$
89	304	Aggregate Base Course (Class 1) (10" Thick) (G Road Pave)	19,435.	SY	\$\$
90	304	Aggregate Base Course (Class 1) (10" Thick) (Spur Roads Pave)	600.	SY	\$\$
91	304	Aggregate Base Course (Class 6) (8" Thick) (24 Road Pave)	21,010.	SY	\$\$
92	304	Aggregate Base Course (Class 6) (8" Thick) (G Road Pave)	19,435.	SY	\$\$
93	304	Aggregate Base Course (Class 6) (8" Thick) (Spur Roads Pave)	600.	SY	\$\$
94	304	Aggregate Base Course (Class 6) (12" Thick) (Spur Roads Pave outside full rd section)	3,825.	SY	\$\$
95	304	Aggregate Base Course (Class 6) (6" Thick) (639 24 Road parking Pave)	30.	SY	\$\$
96	304	Aggregate Base Course (Class 6) (8" Thick) (Roundabout)	3,815.	SY	\$\$
97	304	Aggregate Base Course (Class 6) (8" Thick) (Bus Pullout)	125.	SY	\$\$
98	304	Washed Rock Surface Course (Driveway) (3" Thick)	75.	SY	\$\$
99 100	306	Reconditioning (6" Deep) (24 Rd)	21,010.	SY	\$\$
100	306	Reconditioning (6" Deep) (G Rd)	19,435.	SY	\$\$ \$\$
101	306	Reconditioning (6" Deep) (Spur Rds that achieve full rd section)	600.	SY	۵ ۵
102	306	Reconditioning (6" Deep) (Spur Rds outside full rd section)	3,825.	SY	\$\$
103	306	Reconditioning (6" Deep) (Roundabout)	3,815.	SY	\$\$
104	306	Reconditioning (6" Deep) (Bus Pullout)	125.	SY	\$\$
105	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (24 Road)	6,935.	TON	\$
106	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (G Road)	6,415.	TON	\$\$
		BF-2 (3 of	7)		

Item	CDOT,					
No.	•	Description	Quantity	Units	Unit Price	Total Price
107	401	Hot Mix Asphalt (6" thick) (Grading SX 75, Binder Grade 64-22) (Spur Roads that achieve	200.	TON	\$\$	
108	401	full rd section) Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Spur Roads outside full rd section)	845.	TON	\$\$	
109	401	Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Patch 639 24 Road)	5.	TON	\$\$	
110	401	Hot Mix Asphalt (2" thick) (Grading SX 75, Binder Grade 64-22) (All overlays)	1,500.	TON	\$\$	
111	515	Waterproofing Membrane Per project specifications	5,450.	SF	\$\$	
112	608	Concrete Pavement (Roundabout) (9" Thick) (CL P)	3,815.	SY	\$\$	
113	608	Concrete Pavement (Roundabout) (at ex bridge)	235.	SY	\$\$	
114	608	Concrete Pavement (Bus Pullout) (9" Thick) (CL P)	125.	SY	\$\$	
115	608	Concrete Curb and Spill Gutter (1.5' Wide) to include 6" of Class 6 Aggregate Base Course.	11,705.	LF	\$\$	
116	608	Concrete Curb and Spill Gutter (1.5' Wide) (at ex bridge)	170.	LF	\$\$	
117	608	Concrete Mountable Curb and Spill Gutter (1.83' Wide) (CDOT Curb and Gutter Type 2, Section IM) to include 6" of Class 6 Aggregate Base Course.	660.	LF	\$\$	
118	608	Concrete Truck Apron (Roundabout) (12" Thick) to include 8" of Class 6 Aggregate Base Course.	475.	SY	\$\$	
119	608	Concrete Curb (6" Wide) (6" High) to include 6" of Class 6 Aggregate Base Course.	830.	LF	\$\$	
120	608	Concrete Curb (6" wide) (6" High) (at ex bridge)	90.	LF	\$\$	
121	608	Concrete Curb and Gutter (2' Wide) (both collector and spill gutters) to include 6" of Class 6 Aggregate Base Course.	12,350.	LF	\$\$	
122	608	Concrete Curb and Gutter (2' Wide) (at ex bridge)	20.	LF	\$\$	
123	608	Concrete Drive Over Curb and Gutter both 3' and 3.5' wide and both collector and spill gutter to include 6" of Class 6 Aggregate Base Course.	500.	LF	\$\$	
124	608	Concrete Drive Over Curb and Gutter 3' wide (at ex bridge)	70.	LF	\$\$	
125	608	Concrete Median Edging (1.5' Wide) (4" thick)	7,185.	LF	\$\$	
126	608	Concrete Sidewalk (4" Thick) to include 4" of Class 6 Aggregate Base Course.	9,225.	SY	\$\$	
127	608	Concrete Sidewalk (at ex bridge)	80.	SY	\$\$	
128	608	Concrete Drainage Pan (6' Wide) to include 6" of Class 6 Aggregate Base Course.	110.	LF	\$\$ \$\$	

Item	CDOT,				
No.		Description	Quantity	Units	Unit Price Total Price
129	608	Concrete Intersection Corner (8" thick) to include 6" of Class 6 Aggregate Base Course. Includes all Items labeled as concrete bullnose end section and concrete corner fillet on the	200.	SY	\$\$
130	608	plans. Concrete Curb Ramp to include 6" of Class 6 Aggregate Base Course.	500.	SY	\$\$
131	608	Concrete Curb Ramp (at ex bridge)	20.	SY	\$\$
132	608	Concrete Pavement (6" Thick) to include 6" of Class 6 Aggregate Base Course.	170.	SY	\$\$
133	608	Concrete Pavement (at ex bridge)	45.	SY	\$\$
134	608	Concrete Driveway Section (8" Thick) (Commercial) to include 6" of Class 6 Aggregate Base Course.	165.	SY	\$\$
135	608	Concrete Median Island Nose (8" Thick) to include 6" of Class 6 Aggregate Base Course.	50.	SY	\$\$
136	608	Concrete Median Maintenance Pullout (8" Thick Patterned Concrete) to include 6" of Class 6 Aggregate Base Course.	425.	SY	\$\$
137	608	Concrete Median Cover Material (6" Patterned Concrete) to include 6" of Class 6 Aggregate Base Course.	1,270.	SY	\$\$
138	608	Concrete Median Cover Material (Patterned Concrete) (at ex bridge)	135.	SY	\$\$
139	608	Concrete Wall (639 24 Road)	31.	CY	\$\$
140	608	Detectable Warning (Cast Iron, Wet Set) (2'x2)	200.	EA	\$\$
141	613	Large Splice Box (Quasite) (3' - 2 5/8" x 2'-2") Broadband Logo.	11.	EA	\$\$
142	614	Sign Panel (CL I)	880.	SF	\$\$
143	614	Sign Panel (CL II)	50.	SF	\$\$
144	614	Steel Sign Support (2" round) (Pole/Slipbase)	106.	EA	\$\$
145	614	Steel Sign Support (2 1/2" round NP-40) (Pole/Slipbase)	4.	EA	\$\$
146	620	Sanitary Facility	1.	EA	\$\$
147	625	Construction Surveying	Lump	SUM	<b>\$</b>
148	626	Mobilization	Lump		\$
149	627	Pavement Marking Paint (parking at Canyon View)	20.	Gal	\$\$
150	627	Epoxy Pavement Marking (asphalt only) (Roadway Striping)	285.	Gal	\$\$
151	627	Preformed Plastic Pavement Marking (Type II) (Inlaid) (includes black background paint) (Roundabout Striping)	1,370.	SF	\$\$

ltem No.	CDOT, City Ref.	Description	Quantity	Units		Unit Price	Total Price
152	627	Preformed Thermoplastic Pavement Marking (Word-Symbol) (Asphalt and Concrete)	1,841.	SF	\$	\$	
153	627	Preformed Thermoplastic Pavement Marking (X-Walk-Stop Line) (Asphalt and Concrete)	2,300.	SF	\$	\$	
154	630	Traffic Control (Complete In Place)	Lump	SUM		\$	
155	630	Traffic Control Plan	Lump	SUM		\$	
156	630	Construction Phasing Plan	Lump	SUM		\$	
157	630	Temporary Paving	3,500.	SY	\$	\$\$	
158	328	4 Inch PVC Irrigation Sleeve, 18" bury under walks	320.	LF		\$\$	
159	328	4 Inch PVC Irrigation Sleeve, 30" bury under roadways	340.	LF	\$	\$	
160	328	6 Inch SDR 80 Irrigation Sleeve	2,340.	LF	\$	\$	
161	328	3/4 Inch Quick Coupler Valve	, 13.	EA		\$	
162	328	1 Inch Automatic Control Valve	30.	EA		\$\$	
163	328	2-wire Control Wire	6,300.	LF		5	
164	328	2-wire Control, including decoders, grounding	1.	LS		\$	
165	328	Jumbo Valve Box	15.	EA		\$	
166	328	Isolations Valves	19.	EA		\$\$	
167	328	1 Inch PVC Lateral Pipe	12,340.	LF		\$	
168	328	Riser Assembly to Compression Tee (not incl. tree rings)	158.	EA		\$	
169	328	1/2"/17mm Netafim Drip Tubing with emitters	6,450.	LF	\$	\$	
170	328	Netafim CV Techline with emitters	8,000.	LF		\$	
171	328	Tree Ring Assembly	141.	EA		\$	
172	328	1/2 Inch Flush Box Assembly	103.	EA		\$	
173	328	Air Relief/Pressure Relief Assembly	3.	EA		₽ ₿	
174	328	Adjust Existing Gas Station Irrigation	0. 1.	LS	\$	\$	
175	329	Sod	2,285.	SF	•	\$	
176	329	Soil Amendment (To be tilled)	72,218.	SF		\$	
177	329	Type 1 Rock - 1/2" Tan Granite	91,851.	SF		\$	
178	329	Type 2 Rock - 3" La Sal Purple	5,208.	SF		\$	
179	329	Type 3 Rock - 1-1/2" Tan Granite	840.	SF		\$	
180	329	Concrete Edger	25.	LF		\$	
181	329	Landscape Boulder - Small (2'x2'x1.5')	22.	EACH		\$	
182	329	Landscape Boulder - Medium (3'x2'x2')	400.	EACH		5	
183	329	Landscape Boulder - Large (2'x4'x2')	8.	EACH		\$	
184	329	Deciduous Tree (1 - 1/2 Inch Caliper)	68.	EACH		\$	
185	329	Deciduous Tree ( 2 Inch Caliper)	57.	EACH		\$	
186	329	Deciduous Shrub (1 Gallon Container)	230.	EACH		\$	
187	329	Deciduous Shrub (5 Gallon Container)	547.	EACH		\$	
188	329	Evgn Tree (6 Foot, Container)	11.	EACH		\$	
189	329	Evergreen Shrub (5 Gallon Container)	217.	EACH		\$ \$	
190	329	Perennials (1 Gallon Container)	217.	EACH		\$	
130	023	BF-2 (6 of	7)		Ψ	Ψ	

Item	CDOT,					
No.	City Ref.	Description	Quantity	Units	Unit Pric	ce Total Price
191	329	Ornamental Grasses (1 Gallon Container)	170.	EACH	\$	\$
192	329	Median Edging (Patterned Concrete)	7,245.	LF	\$	_ + \$
193	613	2 Inch Electrical Conduit (Plastic)	9,424.	LF	\$	- ÷
194	613	Type two Pull Box (electric)	· 92.	EA	\$	- ÷
195	613	Wiring	1.	LS	\$	\$
196	613	Light Standard and Luminaire (Pedestrian)	90.	EA	\$	\$
197	613	Light Standard Foundation (Special)	90.	EA	\$	\$
198	613	Lighting Control Center (Special)	2.	EA	\$	\$
199	613	2 Inch Broadband Conduit (Plastic)	8,486.	LF	\$	\$
200	613	Type three Pull Box (Broadband)	42.	EA	\$	\$
201	SP-9	Portable Message Sign Panel	4.	EA	\$	\$\$
202	M-620	Field Office, Class 1	Lump	SUM		\$
203	613	Installation of 2 Inch Broadband Conduit (Plastic)(Bored)	3,350.	LF	\$	_ \$
INC	SP-4	HMA Incentive (Project Special Provisions SP-4)				\$ 75,000.00
MCR		Minor Contract Revisions				\$ 350,000.00
			Bio	d Amount	t:	\$
	Bid Am	ount:				
						dollars

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

<u>1</u>	Description of work to be performed	% of <u>Contract</u>
-	 	Description of work to be performed

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.



# ADDENDUM NO. 1

# DATE: November 3, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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

Please make note of the following clarifications:

- 1. Q. Would it be possible to get a file for the existing Contours and alignment geometry for the plans.
  - A. For bidders' convenience, please see the attached files. Click on the links to access.
    - Electronic File Disclaimer (.pdf)
    - Proposed Paving Linework (.dwg)
    - Existing Ground Surface Model (.xml)

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



# **ADDENDUM NO. 2**

# DATE: November 4, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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. The file links in Addendum 1 aren't functional. The following link will allow you to download the .zip folder, where you can then access the individual files provided in Addendum 1.

Zip Folder Containing Files from Addendum 1

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



# ADDENDUM NO. 3

# DATE: November 16, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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

Please make note of the following clarifications:

- 1. Q. There is a bid item 67 for Reset Sign (639 24 Road) yet the plans are showing that the sign is to be relocated by the owner.
  - A. The work for bid item 67 Reset Sign (639 24 Road) is to remove and dispose of the existing sign with 30 days notice to the property owner. Bid Schedule has been revised to describe as a removal pay item.
- 2. Q. Item #81 Geotextile Reinforcement- Do you have a spec?
  - A. Item No. 80 should conform to CDOT Standard Specification 712.08 for Separator Fabric (Class 2). Item No. 81 should conform to CDOT Standard Specification 712.08 for Stabilization Fabric (Class 1). The CDOT Specification provides a link to a current list of approved products.
- 3. Q. #36 15" C900 Irr pipe- C900 pipe is not made in 15", what pipe shall be used...different size or different type?
  - A. 15" Polypropylene pipe will be considered an approved equivalent.
- 4. Q. Will the City accept alternates to the RCP as specified in the right of way? The proposed alternate would be ADS HP Storm (Corrugated Polypropylene Pipe) which is approved by CDOT for use in the right of way.
  - A. Dual wall or corrugated polypropylene pipe will be considered an approved equivalent when installed in accordance with CDOT M Standards
- 5. Q. Will the City accept alternates to C900 Irrigation pipe as shown in the right of way? Again the alternate proposed would be ADS HP Storm.

- A. Dual wall or corrugated polypropylene pipe will be considered an approved equivalent when installed in accordance with CDOT M Standards
- 6. Q. Looking at the depths of the CDS Hydrodynamic separators, there is not currently enough cover for the CDS or the alternate Barracuda Unit to be properly installed. The minimum Rim to invert for Barracuda Units is 39", whereas some locations are showing the tie in at less than 24" (I.E. WQ Manhole 151 on sheet 75). Referring to CDS 2025-5 detail, it appears at least a minimum of 48" is required from invert to rim. Wanted to point this out as the separator may need to be moved downstream to properly accommodate the treatment units.

A. The indicated separators require a minimum rim to invert distance of 2.5' by manufacturer recommendation. The City is looking at, where necessary, shifting locations downstream into traffic lanes to provide adequate cover for installation.

- 7. Q. I am the Contech Representative for the Grand Junction area. It is our CDS hydrodynamic separators that are on the solicitation for the Grand Junction 24 & G Rd project. Although specific models are called out for, I cannot find the plans or spec's to correlate some of the associated details. Can you help me find the plans and specs or direct me to where to find them?
  - A. Plan sheets and specifications are attached to this addendum 3.
- 8. Q. Would Prinsco GoldFlo WT Dual Wall HDPE storm drain pipe or Prinsco GoldPro Dual Wall High Performance PP storm drain pipe be considered for use as an acceptable alternative to RCP (concrete pipe) as specified for bid items 11 through 14 (storm drain Pipe)?
  - A. Dual wall Polypropylene storm drain pipe can be considered an acceptable alternative when installed according to CDOT M Standards.
- 9. Contractors shall utilize the attached updated Price Bid Schedule from this Addendum 3. For bidder's convenience, this has been converted to a fillable PDF form.
- 10.Q. The Bid Schedule Calls out the Truck Apron Paving as 12" but the drawings say 9" except for 18" width at transition to RAB Paving. Is Truck Apron 9" thick typ. or 12" thick typ.
  - A. Truck Apron Paving should be 9" thickness typical. Bid Item has been revised accordingly on Bid Schedule.
- 11.Q. The truck apron detail on sheet 18 refers to the Landscape plans for concrete color and finishing details. The landscape drawings do not address the truck apron.
  - A. Concrete color shall be Mocha, Davis Color Chart #6058. Color additive shall be added to concrete at a rate of 1 pound per sack of cement. After floating of the concrete material, the Contractor shall score the concrete as shown on the plans, and finish with a stiff, alternating broom finish.
- 12.Q. Improvements on pullouts (sheet 122) says to see other plans, and those plans say to see yet other plans. Please clarify.

- A. Concrete color shall be Mocha, Davis Color Chart #6058. Color additive shall be added to concrete at a rate of 1 pound per sack of cement. After floating of the concrete material, the Contractor shall score the concrete as shown on the plans, and finish with a stiff, alternating broom finish.
- 13.Q. What about extreme winter weather for winter work, pertaining to calendar days? Can additional days be added to the project? What about landscaping for winter completion?
  - A. Any extreme winter weather should be noted by the contractor and reported to the project engineer. The City may issue additional days for weather delays if necessary. Upon completion of all work (excluding landscape installations), the City will issue up to 60 additional contract days for the final landscape installations to begin in spring of 2024 (exact date to be determined).
- 14.Q. Pages 69-73 waterlines not in contract? If it's to be included, can we get more time added to the schedule?
  - A. Waterline improvements will be conducted by Ute Water under coordination with the Contractor. Ute Water will be providing all labor, materials, and testing for their installations.
- 15.Q. Are there gas lines missing on 24 Road?
  - A. If gas lines are being installed to future businesses during construction, coordination will need to be taken for those improvements. The City is not aware of any hard scheduling for such improvements at this time.
- 16.Q. 76-28 on top mat? Why isn't the City matching what's there?
  - A. The pavement design recommends 64-22 binder for the entire section.
- 17.Q. Retaining wall at 639 24 Road doesn't have a footer. Can you please confirm if a footer is needed or desired?
  - A. The wall at 639 24 Road should be constructed based on CDOT Standard Plan No. M-601-20, to include a footer. Height and length of the wall are as shown in plans.
- 18.Q. Is the specification on membrane CDOT?
  - A. CDOT Standard Specification section 515.
- 19.Q. What are our options for field office locations?
  - A. The preferred location for a staging area and field office is a City-owned parcel along 24 Road to the south of F ½ Road. Existing single phase power can be available at the South East corner of that property for temporary power, according to Xcel Energy.
- 20. Contractors need to pay close attention to the soil conditions as stated in the provided geotechnical report.
- 21.Q. Could the City please review the programing of the soccer fields and other sporting/events pertaining to this project?

- A. The City will maintain coordination with Parks and Recreation with consideration of the project schedule balanced against the parking and transit requirements of Canyon View Park sports field.
- 22.Q. Multiple alignments for the corridor, there are no centerline alignments shown?
  - A. Alignments were given in Addendum 1 and 2. If further information is needed, please review the previous addenda, and provide a specific item that could be provided.
- 23.Q. Can you please review, and update specifications/scope and price bid schedule, if needed, pertaining to manholes and water quality?
  - A. For bid items 19-21 the water quality manholes are included in the bid items and should not be ordered or otherwise accounted for separately. The line item description has been updated.
- 24.Q. Where can contractor stage? Properties? Right of ways?
  - A. The preferred location for a staging area and field office is a City-owned parcel along 24 Road to the south of F ½ Road. Existing single phase power can be made available at the South East corner of the property for temporary power, according to Xcel Energy. If additional area is needed, the City will work with the Contractor to identify necessary locations.
- 25. A licensing stamp will not be required for the design of any temporary pavement. The Contractor will be responsible for the maintenance of any temporary pavement while in use, and the City will check any proposed geometries for turning movements and the like for typical traffic. Further information about the typical traffic may be found on the City GIS map layers.
- 26. Attachments:
  - Updated Addendum 3 Price Bid Schedule
  - Inline CDS2025-5-C-DTL
  - Inline CDS3020-6-C-DTL
  - Inline CDS3025-6-C-DTL

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



# ADDENDUM NO. 4

### DATE: November 23, 2022

#### FROM: City of Grand Junction Purchasing Division

TO: All Offerors

### RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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

Please make note of the following clarifications:

- 1. Q. Do you know what phase of submittal the 24 & G Road submittals are at? 30%, 60%, 90%?
  - A. Bid plans are at 100%, and no submittals are expected until a contract has been awarded.
- 2. Q. Item #8 Adjust Fire Hydrant to new grade- will a fire hydrant extension be accepted or will new connection fittings be needed below ground?
  - A. All fire hydrant work will be conducted by Ute Water. This bid item will be eliminated.
- 3. Q. Was an appropriate amount of Highbuild included?
  - A. Concrete paint (or thermoplastic) quantities are provided for.
- 4. Q. Has the City of Grand Junction reviewed and approved the plant list provided by KAART Planning landscape plans?
  - A. The City of Grand Junction has reviewed and accepted the plant list provided in the landscape plans. The City expects the Contractor to work with nurseries to provide the species on the list. If a species is unavailable, the City will work with the Contractor to identify a suitable replacement.
- 5. Q. If the plant list is not approved, what plants will the city accept?
  - A. All bidders should plan on using the plants on the landscape plan list.
- 6. Q. On irrigation detail C I-9 Quick Coupler is to be mounted on lateral line, or on constantly charged mainline.

- A. Quck Couplers are to be mounted on the mainline
- 7. Q. What line item number is the 4" HDPE DR 11 mainline on plans associated with on the bid schedule?
  - A. Bid items were revised and a pay item is now available.
- 8. Q. Are the isolation valves going to be 4" per spec. 328424.362, or 3" isolation valves per detail B I-9?
  - A. Isolation valve ate to be 4" per specification
- 9. Q. For the Hydrodynamic Separators, what is the design/water quality criteria that these units need to meet? What certifications and testing metods do they have to meet? TSS requirements, Gross trash capture, Performance Claim Verification?

A. Hydrodynamic Separators need to meet the water quality standards outlined in the Mesa County MS-4 Permit. The City has identified a preferred unit based on maintenance familiarity, any other proposed units will need to be evaluated for suitability/maintenance requirements by the City.

- 10. Q. Can you please add a flagging line item for this project.
  - A. No. The City has determined that attempting to estimate the total flagging hours necessary is futile due to the variance in scheduling and phasing. All flagging costs should be incidental to the Lump Sum payment of Traffic Control.
- 11. Q. There is no pay item for the 8300 LF of 4" HDPE irrigation line.
  - A. Bid items were revised and a pay item is now available.
- 12. Q. There is no pay item for the biosol amendment
  - A. Biosol, fertilizer, tree stakes, guy wire, and other items shown on the details are incidental to unit price of the item that requires them (tree/shrub, etc.).
- 13. Q. Given the answer to question no. 17 on Addendum No. 03, the Quantity for Bid Item 139 is now inaccurate
  - A. Bid quantity has been updated.
- 14. Water quality manhole (structure 151) at station 31+00 has been shifted east to meet minimum rim to invert requirements. Plan set Sheet 75 updated accordingly.
- 15. Bid Items have been sorted by CDOT/City Reference number.
- 16. All colored concrete should be Mocha, Davis Color Chart #6058. Color additive shall be added to concrete at a rate of 1 pound per sack of cement. This applies to truck apron and emergency pullout sections as well as colored concrete in the landscape plans.

- 17. Contractor shall utilize the attached updated Addendum 4 Price Bid Schedule when submitting their bid response.
- 18. Attachments:
  - <u>004 Summary of Approximate Quantities</u>
  - 005 Summary of Approximate Quantities
  - 006 Summary of Approximate Quantities
  - 007 Summary of Approximate Quantities
  - <u>008 Summary of Approximate Quantities</u>
  - <u>009 Summary of Approximate Quantities</u>
  - 028 Existing Conditions Plan-6
  - 029 Existing Conditions Plan-7
  - 075 Storm Drain Plan and Profile-1
  - Addendum 4 Price Bid Schedule

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



# ADDENDUM NO. 5

# DATE: November 23, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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. Special Provision 4, Section 401.07 modified to remove unnecessary language and limit the revision to the placement temperature table only. The remainder of the original section applies to the work described.
- 2. Attachment:
  - Appendix B Special Provisions

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



## **ADDENDUM NO. 6**

# DATE: November 28, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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. For Contractor's information, Xcel crews will be starting the wreck out of existing power poles on 11/28 and are scheduled to have all overhead power poles wrecked out by the end of December 2022.

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado



# ADDENDUM NO. 7

# DATE: November 29, 2022 FROM: City of Grand Junction Purchasing Division TO: All Offerors RE: 24 and G Road Improvements Phase II Project IFB-5150-22-DH

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:

 Q. Items 134 Median Edging (Patterned Concrete) & 157 Concrete Median Edgomg (1.5' Wide)(4" Thick) seem to be used interchangeably on sheet L-13. The quantities on the bid tab are close, but are not the same. I do not see a specification in the City's manual, nor CDOT for 329 to address item 134. Is this a doubling up of the same item, is one bid item to be the patterning and the other to be the concrete itself? Or am I missing something altogether?

A. Contractors shall utilize the attached Addendum 7 Price Bid Schedule when submitting their bid response to this solicitation process. <u>Addendum 7 Price Bid Schedule</u>

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

All other conditions of subject remain the same.

Duane Hoff Jr., Contract Administrator City of Grand Junction, Colorado

December 5 2022

Rid Data:

## 4. Contractor's Bid Form

Dia Date. Describer 5) 1011	
Project: IFB-5150-22-DH "24 and G Road Improvemen	ts Phase II Project"
Bidding Company: Oldcastle SW Group, Inc. dba Uni	ted Companies
Name of Authorized Agent: Kyle Alpha, Vice Presiden	it
Email justin.vensel@unitedco.com	
Telephone 970-243-4900 Address	2273 River Road
City Grand Junction	StateCOZip81505

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 guoted 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 consider any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1, 2, 3, 4, 5, 6, 7

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

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

Company:	Oldcastle	SW	Group,	Inc.	dba	United	Companies	;
		-			1			
Authorized	Signature:		L	-	(			

Title: Kyle Alpha, Vice President

2273 River Road, Grand Junction, CO 81505 State of Incorporation: Colorado

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lá a una	CDOT	ADDEND			
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price Total Price
1	108	4" HDPE DR 11 Mainline	8,235.	LF	\$ 15.00
2	108.2	8" Gravity Sewer Pipe (SDR 35)	310.	LF	\$ 118.00 <b>\$</b> 36,580.00
3	108.2	Import Trench Backfill	825.	CY	\$ 32.00 <b>\$</b> 26,400.00
4	108.2	Adjust Water Valve to Finished Grade	26.	EA	\$ 75.00 <b>\$</b> 1,950.00
5	108.2	Adjust Water Meter to Finished Grade	1.	EA	\$ 1,200.00 <b>\$</b> 1,200.00
6	108.2	Storm Drain Pipe - 30" Concrete Pipe	626.	LF	\$ 139.00 \$ 87,014.00
7	108.2	Storm Drain Pipe - 24" Concrete Pipe	688.	LF	\$ 115.00 \$ 79,120.00
8	108.2	Storm Drain Pipe - 18" Concrete Pipe	378.	LF	\$ 103.00 \$ 38,934.00
9	108.2	Storm Drain Pipe - 12" Concrete Pipe	620.	LF	\$ 92.00 \$ 57,040.00
10	108.2	Storm Drain Pipe - 12" PVC Pipe (C- 900)(Includes bends, connections, etc.)	70.	LF	<b>\$</b> 189.00 <b>\$</b> 13,230.00
11	108.2	Irrigation Pipe - 10" SDR-35 PVC	7.	LF	\$ <u>220.00</u> § <u>1,540.00</u>
12	108.2	Irrigation Pipe - 12" Corrugated HDPE Pipe	1,588.	LF	\$ <u>32.00</u> \$ <u>50,816.00</u>
13	108.2	Irrigation Pipe - 12" C-900 PVC	1,171.	LF	\$ 35.00 \$ 40,985.00
14	108.2	Irrigation Pipe - 15" Corrugated HDPE Pipe	1,386.	LF	\$ <u>52.00</u> \$ <u>72,072.00</u>
15	108.2	Irrigation Pipe - 15" C-900 PVC	125.	LF	\$ <u>60.00</u> \$ <u>7,500.00</u>
16	108.3	8" End Cap/Plug Sewer	3.	EA	\$ <u>121.00</u> \$ <u>363.00</u>
17	108.3	12" End Cap/Plug Irrigation	4.	EA	\$ <u>340.00</u> \$ <u>1,360.00</u>
18	108.5	Sanitary Sewer Basic Manhole (48" I.D.) (Complete in Place)	3.	EA	\$ <u>7,000.00</u> \$ <u>21,000.00</u>
19	108.5	Sanitary Manhole Barrel Section (D>5')(48" I.D.)	15.	VLF	\$ <u>580.00</u> \$ <u>8,700.00</u>
20	108.5	Connect to Existing Manhole or Sewer Main	3.	EA	\$ <u>990.00</u> \$ <u>2,970.00</u>
21	108.5	Storm Drain Manhole (48" I.D.)	2.	EA	\$ <u>3,800.00</u> \$ <u>7,600.00</u>
22	108.5	Storm Drain Manhole (60" ID)	6.	EA	\$ <u>5,000.00</u> \$ <u>30,000.00</u>
23	108.5	Storm Drain Manhole (72" ID)	2.	EA	\$ <u>7,500.00</u> <u>\$ 15,000.00</u>
24	108.5	Storm Drain - 18" Concrete Pipe End Section	1.	EA	<u>\$ 2,100.00</u> <u>\$ 2,100.00</u>
25	108.5	Storm Drain - Manhole Barrel Section (D>5')(60" I.D.)	32.	VLF	\$ <u>280.00</u> \$ <u>8,960.00</u>
26	108.5	Storm Drain - Manhole Barrel Section (D>5')(72" I.D.)	7.	VLF	\$ <u>350.00</u> \$ <u>2,450.00</u> 255.00
27	108.5	Storm Drain - Manhole Barrel Section (D>5')(48" 1.D.)	2.	VLF	\$ <u>325.00</u> \$ <u>650.00</u>
28	108.5	Storm Drain - Inlet Box Section (D>5')(24"x36" I.D.)	14.	VLF	\$ <u>320.00</u> \$ <u>4,480.00</u> \$ 1,350.00 \$ 24,300.00
29	108.5	Connect to Existing Manhole or Pipe	18.	EA	ΨΨ
30	108.5	Irrigation Manhole (36" I.D.)	12.	EA	\$ 4,900.00 \$ 6,500.00 \$ 58,800.00 \$ 26,000.00
31	108.5	Irrigation Manhole (48" I.D.) Structures (14),(12),(1),&(10) per Details and Plan	4.	EA	
32	108.5	Irrigation - Manhole Barrel Section (D>5')(48" I.D.)	2.	VLF	\$ <u>325.00</u> \$ <u>650.00</u> \$ 190.00 \$ 950.00
33	108.5	Irrigation - Manhole Barrel Section (D>5')(36" I.D.)	5.	VLF	\$ <u>980.00</u> \$ <u>980.00</u> \$ <u>1,960.00</u>
34	108.5	Connect to Existing MH or Pipe	2.	EA	\$ <u>300.00</u> \$ <u>22,000.00</u> \$ <u>88,000.00</u>
35	108.6	Storm Sewer Treatment System. Contech CDS 2025-5 or Engineer approved equal. Complete in place.	4.	EA	· ·
36	108.6	Storm Sewer Treatment System. Contech CDS 3020-6 or Engineer approved equal. Complete in place. BF-2 (1 of 7	1. )	EA	\$ <u>28,000.00</u> \$ <u>28,000.00</u>

Itom	CDOT,	ADDENI				
ltem No.		Description	Quantity	Units	Unit Pr	ice Total Pri
37	108.6	Storm Sewer Treatment System. Contech CDS 3025-6 or Engineer approved equal.	1.	EA	\$ 30,000.00	\$ 30,000.00
38	108.6	Complete in place. Storm Drain Inlet with vertical curb opening (24" x 36")	21.	EA	\$_5250.00	\$ 110,250.00
39	108.6	DoubleStorm Drain Inlet with vertical curb opening (24" x 36")	1.	EA	\$_7,000.00	\$ 7,000.00
40	108.6	Storm Drain - Large Area Inlet (24"x36")	3.	EA	\$ 5,500.00	\$ 16,500.00
41	108.7	Granular Stabilization Material (Type B)	948.	TON	\$ 38.00	\$ 36,024.00
42	202	Remove Asphalt Mat. Full Depth.	33,305.	SY	\$ 6.00	\$ 199,830.00
43	202	Remove Asphalt Mat. (Milling) 2 inch Depth.	13,530.	SY	\$ 2.50	\$ 33,825.00
44	202	Remove Striping (Grinding)	1,102.	LF	\$ 5.40	\$ 5,950.80
45	202	Remove Concrete	650.	SY	\$ 20.40	\$ 13,260.00
46	202	Remove Manhole	7.	EA	\$ 1,300.00	\$ 9,100.00
47	202	Remove Signal Pole Base	5.	EA	\$ 1,600.00	\$ 8,000.00
48	202	Remove Pull Box	3.	EA	\$ 330.00	\$ 990.00
49	202	Remove Post	2.	EA	\$ 100.00	\$ 200.00
50	202	Remove Delineator	1.	EA	§ 5.00	\$ 5.00
51	202	Remove Ground Sign	21.	EA	\$ 155.00	\$ 3,255.00
52	202	Remove Type 3 Barricade	<u>م</u> 1.	EA	\$ 185.00	\$ 185.00
53	202	Remove Sod.	1,900.	SY	\$ 0.70	\$
54	202	Remove Tree	22.	EA	\$ 500.00	\$ 11,000.00
55	202	Remove Bush	3.	EA	\$ 135.00	\$ 405.00
55 56	202	Remove Property Pin (no reference or reset)	3. 1.	EA	\$ 100.00	\$ 100.00
50 57	202	Remove Fence (includes all gates and	3,130.	LF	\$ 3.00	\$ 9,390.00
57	202	associated appurtenances)	5,150.	LI	φ	p
58	202	Remove Pipe as shown on Plans	900.	LF	\$ 5.75	\$ 5,175.00
59	202	Remove Mail Box	3.	EA	\$ 165.00	\$ 495.00
60	202	Clearing and Grubbing	1.	LS	\$ 20,500.00	\$ 20,500.00
61	202	Remove Hose Bib	1.	EA	\$ 250.00	\$ 250.00
62	203	Unclassified Excavation	38,917	CY	\$ 5.30	\$ 206,260.10
63	203	Unclassified Embankment	27,853.	CY	\$ 4.80	\$ 133,694.40
64	203	Haul Earthwork Material	11,064.	CY	\$ 10.75	\$ 118,938.00
65	203	(Subgrade Stabilization) Muck Excavation	8,133.	CY	\$ 21.00	\$ 170,793.00
66	207	Topsoil (18" Thick) (all planting areas within ROW)	16,015.	SY	\$ 29.00	\$ 464,435.00
67	208	Storm Drain Inlet Protection (Type II)	42.	EA	\$_165.00	\$ 6,930.00
68	208	Erosion Log	11,100.	LF	\$ 5.25	\$ 58,275.00
69	208	Prefabricated Vehicle Tracking Pad	4.	EA	\$ 2,500.00	\$ 10,000.00
70	208	Prefabricated Concrete Washout Structure	4.	EA	\$ 10,500.00	\$ 42,000.00
71	209	Dust Abatement	365.	DAYS	\$ 81.00	\$ 29,565.00
72	210	Adjust Sprinkler System at Golden Gate Petroleum	1.	EA	\$ 1,200.00	\$ 1,200.00
73	210	Adjust Manhole to Finished Grade	30.	EA	\$ 900.00	\$ 27,000.00
74	210	Adjust inlet Frame and Grate to Finished Grade	1.	EA	\$ 700.00	\$ 700.00
75	210	Reference/Reset Survey Monument	1.	EA	\$_350.00	\$ 350.00
76	210	Remove and Dispose Sign (639 24 Read) BF-2 (2 of		EA	\$ 4,000.00	\$ 4,000.00

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Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Pri	ce Total Price
77	210	Reset Mail Box	2.	EA	\$ 475.00	\$ <u>950.00</u>
78	210	Reset Fence	305.	LF	\$ 38.00	\$ 11,590.00
79	210	Reset Landscape Ground Cover	6,180.	SF	<u></u> \$ 1.30	\$ 8,034.00
80	212	Seed outlet area with Native Seed Mix (includes soil retention blanket)	1.	EA	\$ <u>165.00</u>	\$ 165.00
81	212	Seeding - Native Seed Mix	3.	ACRE	\$ 3,882.00	\$ 11,646.00
82	304	(Subgrade Stabilization) Aggregate Base Course (Class 3) (24" Thick)	12,200.	SY	\$ 36.00	\$ 439,200.00
83	304	Aggregate Base Course (Class 1) (14" Thick) (24 Road Pave)	21,010.	SY	\$ 20.00	\$ 420,200.00
84	304	Aggregate Base Course (Class 1) (10" Thick) (G Road Pave)	19 <b>,4</b> 35.	SY	\$_ <u>14.50</u>	\$ 281,807.50
85	304	Aggregate Base Course (Class 1) (10" Thick) (Spur Roads Pave)	600.	SY	\$_ <u>19.00</u>	_ \$ <u>11,400.00</u>
86	304	Aggregate Base Course (Class 6) (8" Thick) (24 Road Pave)	21,010.	SY	\$_14.50	\$ 304,645.00
87	304	Aggregate Base Course (Class 6) (8" Thick) (G Road Pave)	19,435.	SY	\$_14.50	\$ 281,807.50
88	304	Aggregate Base Course (Class 6) (8" Thick) (Spur Roads Pave)	600.	SY	\$_25.00	\$\$\$\$\$\$\$
89	304	Aggregate Base Course (Class 6) (12" Thick) (Spur Roads Pave outside full rd section)	3,825.	SY	\$ _22.50	\$ 86,062.50
90	304	Aggregate Base Course (Class 6) (6" Thick) (639 24 Road parking Pave)	30.	SY	\$ _55.00	\$ 1,650.00
91	304	Aggregate Base Course (Class 6) (8" Thick) (Roundabout)	3,815.	SY	\$ 17.75	\$ 67,716.25
92	304	Aggregate Base Course (Class 6) (8" Thick) (Bus Pullout)	125.	SY	\$ 47.50	\$ 5,937.50
93	304	Washed Rock Surface Course (Driveway) (3" Thick)	75.	SY	\$	\$ 900.00
94	306	Reconditioning (6" Deep) (24 Rd)	21,010.	SY	\$ 2.15	\$ 45,171.50
95	306	Reconditioning (6" Deep) (G Rd)	19,435.	SY	\$ 2.15	\$ 41,785.25
96	306	Reconditioning (6" Deep) (Spur Rds that achieve full rd section)	600.	SY	\$	\$ 2,100.00
97	306	Reconditioning (6" Deep) (Spur Rds outside full rd section)	3,825.	SY	\$ 2.35	\$_8,988.75
98	306	Reconditioning (6" Deep) (Roundabout)	3,815.	SY	\$ <u>2.35</u>	\$ 8,965.25
99	306	Reconditioning (6" Deep) (Bus Pullout)	125.	SY	\$ 7.00	\$ 875.00
100	328	4 Inch PVC Irrigation Sleeve, 18" bury under walks	320.	LF	\$	\$ 5,120.00
101	328	4 inch PVC Irrigation Sleeve, 30" bury under roadways	340.	LF	\$	\$ 6,171.00
102	328	6 Inch SDR 80 Irrigation Sleeve	2,340.	LF	\$ 28.75	\$ 67,275.00
103	328	3/4 Inch Quick Coupler Valve	13.	EA	\$_340.00	\$ 4,420.00
104	328	1 Inch Automatic Control Valve	30.	EA	\$ 618.00	\$_18,540.00
105	328	2-wire Control Wire	6,300.	LF	\$ 4.40	\$ 27,720.00
106	328	2-wire Control, including decoders, grounding	1.	LS	\$ 15,000.00	\$ 15,000.00
107	328	Jumbo Valve Box	15.	EA	\$ 385.00	\$ 5,775.00
108	328	Isolations Valves	19.	EA	\$ 2,475.00	\$ 47,025.00
109	328	1 Inch PVC Lateral Pipe	12,340.	LF	\$ 3.25	\$ 40,105.00

BF-2 (3 of 7)

	0007	ADDENL				
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Pri	ce Total Price
110	328	Riser Assembly to Compression Tee (not incl.	158.	EA	\$_5.85	\$ <u>924.30</u>
111	328	tree rings) 1/2"/17mm Netafim Drip Tubing with emitters	6,450.	LF	<b>\$</b> 1.40	§ 9,030.00
112	328	Netafim CV Techline with emitters	8,000.	LF	\$ 1.05	\$ 8,400.00
113	328	Tree Ring Assembly	3,000. 1 <b>41</b> .	EA	\$ 34.35	\$ 4,843.35
114	328	1/2 Inch Flush Box Assembly	103.	EA	\$ 1.20	\$ 123.60
115	328	Air Relief/Pressure Relief Assembly	3.	EA	\$ 7,600.00	\$ 22,800.00
116	328	Adjust Existing Gas Station Irrigation	3. 1.	LS	\$ 550.00	\$ 550.00
117	329	Sod	2,285.	SF	\$ 1.15	
118	329	Soil Amendment (To be tilled)	72,218.	SF	\$ 0.30	\$ 21,664.40
119	329	Type 1 Rock - 1/2" Tan Granite	91,851.	SF	\$ 1.10	\$ 101,036.10
120	329	Type 2 Rock - 3" La Sal Purple	5,208.	SF	\$ 1.65	\$ 8,593.20
120	329	Type 3 Rock - 1-1/2" Tan Granite	3,200. 840.	SF	\$ 1.20	\$ 1,008.00
122	329	Concrete Edger	25.	LF	\$ 11.20	\$ 280.00
123	329	Landscape Boulder - Small (2'x2'x1.5')	20. 22.	EACH	\$ 83.75	\$ 1,842.50
123	329	Landscape Boulder - Medium (3'x2'x2')	400.	EACH	\$ 94.95	s 37,980.00
125	329	Landscape Boulder - Medium (5x2 x2)	-100. 8.	EACH	\$ 156.30	\$ 1,250.40
120	329	Deciduous Tree (1 - 1/2 Inch Caliper)	68.	EACH	\$ 550.00	\$ 37,400.00
120	329	Deciduous Tree ( 2 Inch Caliper)	57.	EACH	\$ 590.00	\$ 33,630.00
128	329	Deciduous Shrub (1 Gallon Container)	230.	EACH	\$ 27.75	\$ 6,382.50
129	329	Deciduous Shrub (5 Gallon Containes)	230. 547.	EACH	\$ 70.00	\$ 38,290.00
130	329	Evgn Tree (6 Foot, Container)	11.	EACH	\$ 636.00	\$ 6,996.00
131	329	Evergreen Shrub (5 Gallon Container)	217.	EACH	\$ 82.00	\$ 17,794.00
132	329	Perennials (1 Gallon Container)	284.	EACH	\$ 21.75	\$ 6,177.00
133	329	Ornamental Grasses (1 Gallon Container)	204. 170.	EACH	\$ 27.75	\$ 4,717.50
135	401	Hot Mix Asphalt (6" thick) (Grading SX 75,	6,935.	TON	\$ 126.00	\$ 873,810.00
136	401	Hot Mix Asphalt (6" thick) (Grading SX 75,	6,415.	TON	\$ 126.00	\$ 808,290.00
130	401	Binder Grade 64-22) (G Road) Hot Mix Asphalt (6" thick) (Grading SX 75,	200.	TON	\$ 126.00	\$ 25,200.00
10,	401	Binder Grade 64-22) (Spur Roads that achieve	200.	1 OIN	*	Ψ
138	401	Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Spur Roads outside full	845.	TON	\$ 126.00	\$ 106,470.00
139	401	rd section) Hot Mix Asphalt (4" thick) (Grading SX 75, Binder Grade 64-22) (Patch 639 24 Road)	5.	TON	\$ 165.00	\$ 825.00
140	401	Hot Mix Asphalt (2" thick) (Grading SX 75,	1,500.	TON	\$ 119.00	\$ 178,500.00
141	420	Binder Grade 64-22) (All overlays) (Subgrade Stabilization) Geotextile Separator (Cl 2)	12,200.	SY	\$ 1.75	\$_21,350.00
142	420	(Subgrade Stabilization) Geogrid Reinforcement	12,200.	SY	\$_1.80	\$ 21,960.00
143	515	Waterproofing Membrane Per project specifications	5,450.	SF	\$_3.50	\$ 19,075.00
144	608	Concrete Pavement (Roundabout) (9" Thick) (CL P)	3,815.	SY	\$ 96.50	\$ 368,147.50
145	608	Concrete Pavement (Roundabout) (at ex bridge)	235.	SY	\$ 153.00	\$ 35,955.00
146	608	Concrete Pavement (Bus Pullout) (9" Thick) (CL P) BF-2 (4 of	125. 7)	SY	\$_135.00	\$ 16,875.00

	ODOT	ADDEND			
ltem No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price Total Price
147	608	Concrete Curb and Spill Gutter (1.5' Wide) to	11,705.	LF	\$ <b>17.10</b> \$ 201,326.00
		include 6" of Class 6 Aggregate Base Course.			^{55.50} 9,435.00
1 <b>4</b> 8	608	Concrete Curb and Spill Gutter (1.5' Wide) (at ex bridge)	170.	LF	· · · · ·
1 <b>4</b> 9	608	Concrete Mountable Curb and Spill Gutter (1.83' Wide) (CDOT Curb and Gutter Type 2,	660.	LF	
1 <b>50</b>	608	Concrete Truck Apron (Roundabout) (9" Thick) to include 8" of Class 6 Aggregate Base Course.	475.	SY	\$ <u>167.80</u> <u>\$</u> 79,705.00
151	608	Concrete Curb (6" Wide) (6" High) to include 6" of Class 6 Aggregate Base Course.	830.	LF	\$ <u>39.70</u> <u>\$</u> <u>32,951.00</u>
152	608	Concrete Curb (6" wide) (6" High) (at ex	90.	LF	<u>39.00</u> <u>3,510.00</u>
153	608	bridge) Concrete Curb and Gutter (2' Wide) (both	12,350.	LF	\$ <b>19.75</b> \$ 243,023.75
154	608	collector and spill gutters) to include 6" of Concrete Curb and Gutter (2' Wide) (at ex bridge)	20.	LF	\$ <u>45.90</u> <u>\$</u> <u>918.00</u>
155	608	Concrete Drive Over Curb and Gutter both 3'	500.	LF	\$ <u>42.80</u> <u>\$</u> 21,400.00
156	608	and 3.5' wide and both collector and spill Concrete Drive Over Curb and Gutter 3' wide (at ex bridge)	70.	LF	§ 45.60
157	608	Concrete Median Edging (1.5' Wide) (4" thick)	7,185.	LF	\$ <u>15.35</u> <u>\$</u> <u>110,289.75</u>
158	608	Concrete Sidewalk (4" Thick) to include 4" of	9,225.	SY	\$ <b>44.60  411,435.00</b>
159	608	Concrete Sidewalk (at ex bridge)	80.	SY	\$ <u>116.90</u> <u>\$</u> <u>9,352.00</u>
160	608	Concrete Drainage Pan (6' Wide) to include 6"	110.	LF	§ 66.50 § 7,315.00
161	608	Concrete Intersection Corner (8" thick) to	200.	SY	\$ <u>94.00</u> \$ <u>18,800.00</u>
162	608	include 6" of Class 6 Aggregate Base Course. Concrete Curb Ramp to include 6" of Class 6 Aggregate Base Course.	500.	SY	\$ <u>68.60</u> \$ <u>34,300.00</u>
163	608	Concrete Curb Ramp (at ex bridge)	20.	SY	\$ <u>104.25</u> <u>\$</u> 2,085.00
164	608	Concrete Pavement (6" Thick) to include 6" of	170.	SY	_{\$} 67.25 _{\$} 11,432.50
165	608	Concrete Pavement (at ex bridge)	45.	SY	\$ 89.20 \$ 4,014.00
166	608	Concrete Driveway Section (8" Thick)	165.	SY	§ 76.70 § 12,655.50
167	608	Concrete Median Island Nose (8" Thick) to include 6" of Class 6 Aggregate Base Course.	50.	SY	\$ 108.10 \$ 5,405.00
168	608	Concrete Median Maintenance Pullout (8"	425.	SY	\$ <u>94.90</u> <u></u> 40,332.50
169	608	Thick Patterned Concrete) to include 6" of Concrete Median Cover Material (6" Patterned Concrete) to include 6" of Class 6 Aggregate	1,270.	SY	\$ 94.15 \$ 119,570.50
		Base Course. BF-2 (5 of	7)		

# Bid Schedule: 24 Road and G Road Capacity Improvement ADDENDUM 7

14	ODOT	ADDEND				
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
170	608	Concrete Median Cover Material (Patterned Concrete) (at ex bridge)	135.	SY	\$_162.20	21,897.00
171	608	Concrete Wall (639 24 Road)	65.	CY	\$_803.00	52,195.00
172	608	Detectable Warning (Cast Iron, Wet Set) (2'x2)	200.	EA		35,370.00
173	613	Large Splice Box (Quasite) (3' - 2 5/8" x 2'-2")	11.	EA	\$ 2,145.00	23,595.00
174	613	2 Inch Electrical Conduit (Plastic)	9,424.	LF	\$ 20.90	196,961.60
175	613	Type two Pull Box (electric)	92.	EA	\$ 1,045.00	§ 96,140.00
176	613	Wiring	1.	LS		92,730.00
177	613	Light Standard and Luminaire (Pedestrian)	90.	EA		504,900.00
178	613	Light Standard Foundation (Special)	90.	EA	\$ 2,200.00	198,000.00
179	613	Lighting Control Center (Special)	2.	EA	\$ 9,900.00	19,800.00
180	613	2 Inch Broadband Conduit (Plastic)	8,486.	LF	\$ 20.90	70,015.00
181	613	Type three Pull Box (Broadband)	42.	EA	\$ 1,210.00	50,820.00
182	613	Installation of 2 Inch Broadband Conduit	3,350.	LF	\$ 20.90	70,015.00
183	614	Sign Panel (CL I)	880.	SF	\$ 28.60	25,168.00
184	614	Sign Panel (CL II)	50.	SF	\$ \$	1,540.00
185	614	Steel Sign Support (2" round) (Pole/Slipbase)	106.	EA	\$_412.50 \$	43,725.00
186	614	Steel Sign Support (2 1/2" round NP-40)	4.	EA	§ 632.50 §	2,530.00
187	620	(Pole/Slipbase) Sanitary Facility	1.	EA	\$ 14,800.00 \$	14,800.00
188	625	Construction Surveying	Lump	SUM	\$	251,318.00
189	626	Mobilization	Lump	SUM	8	795,000.00
190	627	Pavement Marking Paint (parking at Canyon	20.	Gal	§ 93.50 §	1,870.00
191	627	Epoxy Pavement Marking (asphalt only) (Roadway Striping)	285.	Gal	\$ 203.50	57,997.50
192	627	Preformed Plastic Pavement Marking (Type II) (Inlaid) (includes black background paint)	1,370.	SF	\$ \$	33,154.00
193	627	(Roundabout Striping) Preformed Thermoplastic Pavement Marking (Word-Symbol) (Asphalt and Concrete)	1,841.	SF	\$_24.20 \$	44,552.20
194	627	Preformed Thermoplastic Pavement Marking (X-Walk-Stop Line) (Asphalt and Concrete)	2,300.	SF	\$_ <u>24.20</u> \$	55,660.00
195	630	Traffic Control (Complete In Place)	Lump	SUM	\$	560,000.00
196	630	Traffic Control Plan	Lump	SUM	\$	1,400.00

# Bid Schedule: 24 Road and G Road Capacity Improvement ADDENDUM 7

		AUU!				
ltem	CDOT,					
No.	City Ref.	Description	Quantity	Units	Unit Pric	ce Total Price
197	630	Construction Phasing Plan	Lump	SUM		\$_50,000.00
198	630	Temporary Paving	3,500.	SY	\$_50.00	\$ 175,000.00
199	LSC	Landscape Rock (639 24 Road)	135.	SF	\$ 1.40	\$ 189.00
200	LSC	Landscape Cobble (639 24 Road)	600.	SF	\$ 1.40	\$ <u>840.00</u>
201	M-620	Field Office, Class 1	Lump	SUM		\$ 48,000.00
202	PH	Potholing	1.	LS	\$ 16,000.00	\$ 16,000.00
203	SP-9	Portable Message Sign Panel	4.	EA	\$ 13950.00	\$ 55,800.00
INC	SP-4	HMA Incentive				\$ 75,000.00
MCR		Minor Contract Revisions			07 W 08	\$ 350,000.00
			Bio	l Amour	nt:	\$ 13,511,436.60

# Bid Schedule: 24 Road and G Road Capacity Improvement ADDENDUM 7

# **Bid Amount:**

Thirteen Million five hundred eleven thousand four hundred thirty six dollars and sixty cents dollars

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

Name & address of Sub-Contractor	Description of work to be performed	% of <u>Contract</u>
Mays Concrete 2395 River Road GJ CO	Concrete	<u>   11.74%</u>
TS&L PO Box 1240 Grand Junction CO	Electrical and Lighting	9.92%
MA Concrete 2223 River Road GJ CO	Storm, IRR and Sanitary	7.92%
CC ENT 830 21 1/2 RD GJ CO	Traffic Control and Signage	5.24%

Deep Creek Landscaping 840 23 1/2 RD GJ CO Landscaping and Irrigation 4.91% 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.

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

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

#### I. ELECTION OF OFFICERS

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

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

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

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

Gary P. Hickman	Assistant Secretary	
William B. Miller	Assistant Secretary	]
David M. Toolan	Assistant Secretary	]

Xavier Balderas David C. Lewis Michael F. Deaton Assistant Secretary Assistant Secretary Assistant Secretary

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

#### II. REMOVALS

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

## III. AUTHORIZATION OF TRADE AND DIVISIONAL NAMES

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

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

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

### IV. MISCELLANEOUS

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

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

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

Locusigned by: Amplifactor SCOLLEPERSON 1/21/2020



# Fidelity and Deposit Company of Maryland

# **BID BOND**

KNOW ALL MEN BY THESE PRESENTS:

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

WHEREAS, the Principal has submitted a bid for IFB-5069-22-DH 24 and G Road Improvements Phase II Project .

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

Signed and sealed this 5th day of December A.D., 2022.

Witness

SonaVanHorn

Witness

Oldcastle SW Group, Inc., dba United C of Mesa County Kyle Alpha, Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

Debbie Elliott, Attorney in Fact

C325-150M,

Approved by The American Institute of Architects, A.I.A. Document No. A-310 February 1970 Edition.

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

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

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

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



COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ZURICH AMERICAN INSURANCE COMPANY

ATTEST:

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

#### State of Maryland County of Baltimore

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

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

Constance a. Dum

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

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

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

#### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>______</u> that day of <u>______</u> December <u>______</u>, 2022.



mgPetlick

Mary Jean Pethick, Vice President

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

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



Linda Nipper Assistant Vice President Marsh USA, Inc. 15 W South Temple Ste 700 Sait Lake City, UT 84101 Linda.L.Nipper@marsh.com 801.533.3629 www.marsh.com

November 30, 2022

Re: Prequalification for Oldcastle SW Group, Inc.

To Whom It May Concern:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation under the laws of the State of Illinois with an office and place of business located at 1299 Zurich Way, Schaumburg, IL 60196-1056, represents **Oldcastle SW Group, Inc.** for its surety bonding needs.

As of the date of this writing, **Oldcastle SW Group**, **Inc.** remains in good standing with FIDELITY AND DEPOSIT COMPANY OF MARYLAND, which is affording continued surety credit for bonded obligations with single project sizes up to \$50,000,000 within an aggregate bonded surety program of \$500,000,000.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of FIDELITY AND DEPOSIT COMPANY OF MARYLAND'S past experience and confidence in the firm. We reserve the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Linda Nipper Attorney-In-Fact for Fidelity and Deposit Company of Maryland A+ by A.M. Best Financial Size Category gXV





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

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

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

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



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

By: Robert D. Murray Vice President

Dawn & yhour

By: Dawn E. Brown Secretary

#### State of Maryland County of Baltimore

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

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



Constance a. Dum

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

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

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

#### CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>30th</u> day of <u>November</u>, <u>2022</u>.



Kuen Hodges

Brian M. Hodges, Vice President

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

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



# ADDENDUM Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Facts within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company Fidelity and Deposit Company of Maryland Colonial American Insurance Company

**Robert D. Murray** Executive Vice President Head of Surety



PERFORMANCE BOND		BOND NO	9422263			
KNOW ALL BY THESE PRESENTS, That we,	Oldcastle SW Group, Inc. dba	United Companies				
2273 River Rd, PO Box 3	3609, Grand Junction CO 81502	(hereinafter	called the Principal),			
as Principal, and	Fidelity and Deposit Company of Maryland		, a corporation			
	IL (hereinafter called th	ne Surety), as Sure	ty, are held and firmly			
bound unto	City of Grand Junction		1			
	Twelve Million Eight Hundred Sixty-five Thousand	Four Hundred Seven	teen & 35/100			
( \$12,865,417.35 ) Dollars, for the p	ayment of which sum well and truly to be m	ade, we, the said	Principal and the said			
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents						
Signed and sealed this 17th	day ofJanuary 2023 .					
WHEREAS, said Principal has entered into a we	ritten Contract with said Obligee, dated	December 22, 2022				
for _ 24	Road & G Road Improvements Phase II IFB-5150-22-	DH				

in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

NO SUIT, ACTION OR PROCEEDING by the Obligee to recover on this bond shall be sustained unless the same be compensed within (2) years following the date on which Principal ceased work on said Contract.

Oldcastle SW Group, Inc. dba United ( Vice Preside Kyle Alpha, Fidelity and Deposit Company of Maryland By_ Linda Lee Nipper, Attorney-in-Fact

PAYMENT BOND	BOND NO9422263
KNOW ALL BY THESE PRESENTS, That we,	Oldcastle SW Group, Inc. dba United Companies
2273 River Rd, PO Box 3609, Grand Junction CO 815	
Fidelity and Deposit Company of Maryland	
hereinafter called Surety, are held and firmly bound unto	
the amount of Twelve Million Eight Hundred Sixty-five Thousand F	einafter called Owner, for the use and benefit of Claimants as herein defined, in Four Hundred Seventeen & 35/100 Dollars (\$12,865,417.35), for the irs, executors, administrators, successors and assigns, jointly and severally, firmly
WHEREAS Principal has by written agreement dated December	r 22, 2022 entered into a contract with Owner for
	provements Phase II IFB-5150-22-DH
	I, That if the Principal shall promptly make payment to all Claimants as hereinafter for use in the performance of the Contract, then this obligation shall be void; , to the following conditions:
1. A Claimant is defined as one having a direct Contract with the for reasonably required for use in the performance of the Contract	Principal or with a Subcontractor of the Principal for labor, material, or both, used
been paid in full before the expiration of the period of ninety (90)	erally agree with the Owner that every Claimant as herein defined, who has not ) days after the date on which the last of such Claimant's work or labor was done may sue on this bond for the use of such Claimant, prosecute the suit to final have execution thereon.
3. No suit or action shall be commenced hereunder by any Claima	nt.
	he Principal, shall have given notice to any two of the following: The Principal, the such Claimant did or performed the last of the work or labor, or furnished the last
	Principal ceased work on said Contract. If the provisions of paragraph are void or ureties as a defense in the jurisdiction of the suit shall be applicable.
	the county or other political subdivision of the state in which the Project, or any for the district in which the Project, or any part thereof, is situated and not
4. The amount of this bond shall be reduced by and to the extent of	of any payment or payments made in good faith hereunger
Signed and sealed this17thday ofJanuary	2023
	Oldcastle SW Group, Inc. dba United Companies
	Principal
	By C C
	Kyle Alpha, Vice President
	Fidelity and Deposit Company of Maryland
	~ × > )
	Ву
	Linda Lee Nipper, Attorney-in-Fact

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

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

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

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



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

By: Robert D. Murray Vice President

Jauri & Brows

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

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

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



notance a. Dum

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

#### EXTRACT FROM BY-LAWS OF THE COMPANIES

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this <u>17th</u> day of <u>January</u>, <u>2023</u>.



Suen Hodalo

Brian M. Hodges, Vice President

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

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



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

								1/	/20/2023
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							POLICIES		
IMPORTANT: If the certificate holder				olicy(i	es) must hav		AL INSURED provision	s or be	endorsed.
If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to th	ne te	rms and conditions of th	e polic	y, certain p	olicies may	nessente de la construction pressione de la construction de la constru		
PRODUCER Liberty Mutual Insurance	Co. N	Vatio	nal Insurance East	CONTAC NAME:	τ ,	/alerie Reece			
500 N 3rd St, Suite 300				PHONE FAX (A/C, No, Ext): 513-867-3822 (A/C, No):					
Wausau, WI 54403				E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com					
					and bestered and the	entered and the second second	ING COVERAGE		NAIC #
www.LibertyMutual.com							surance Company		23035
Oldcastle SW Group, Inc. (102-G	RA)			INSURE		nsurance Co	rporation		42404
2273 River Road Grand Junction CO 81505				INSURE					
				INSURE	RE:				
				INSURE	RF:				
		2.7	NUMBER: 72598480				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equif Pert Poli	REME AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF ANY	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INSR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMO	S	
	1	1	TB2-C81-004095-112		9/1/2022	9/1/2023	EACH OCCURRENCE DAMAGE TO RENTED	\$2,000	
CLAIMS-MADE  CCCUR			XCU Coverage Included				PREMISES (Ea occurrence)	\$300,0	
<ul> <li>Primary/Non-Contributory</li> <li>Separation of Insured</li> </ul>							MED EXP (Any one person) PERSONAL & ADV INJURY	\$50,00 \$2,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	•
							PRODUCTS - COMP/OP AGG	\$2,000	D,000
OTHER:								\$	
	1	1	AS2-C81-004095-122		9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$2,000	0,000
A ANY AUTO			AS2-C81-054502-522		9/1/2022	9/1/2023	BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS HIRED NON-OWNED			Physical Damage only:				BODILY INJURY (Per accident) PROPERTY DAMAGE	ծ Տ	
AUTOS ONLY AUTOS ONLY			Comprehensive Ded \$10,0 Collision Ded \$10,000	000			(Per accident)	\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
DED RETENTION \$		12/	14/4 7 000 004005 000		0/4/0000	0/4/0000	PER OTH-	\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		1	WA7-C8D-004095-022 All except OH, ND, WA, W	Y	9/1/2022	9/1/2023	STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	
B (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC7-C81-004095-012 WI, MN		9/1/2022	9/1/2023	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	.,	,
DEGONIE HOM OF OF ERVEHOING DEIDW								, <del>, , , , , , , , , , , , , , , , , , </del>	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (#	CORE	101, Additional Remarks Schedul	le, may be	attached if mon	e space is requin	ed)		
RE: 24 & G Road Improvements Phase II City of Grand Junction is listed as addition				liability	and automat	vila liability na	licica on a primany and		
non-contributory basis, where required by	writte	n cor	ntract.	-		•	and a second s		
Waiver of subrogation is included in favor of	of the	addil	ional insured, where requir	ed by w	ritten contrac	t, and where	applicable by law.		
CERTIFICATE HOLDER				CANC	ELLATION				
City of Grand Junction 250 N. 5th Street Grand Junction CO 81501				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL   Y PROVISIONS.		
	AUTHORIZED REPRESENTATIVE								
1				Valeri	e Reece		allele & reed	x	
1					501 b. 30.000 b. 00.000 b.	88-2015 AC	ORD CORPORATION.	All riat	nts reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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

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

This endorsement modifies insurance provided under the following:

# COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

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

whichever is less.

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

## SCHEDULE

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

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

Location(s) Of Covered Operations

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

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

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

# **OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

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

## Schedule

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

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

POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

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

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

#### SCHEDULE

## Name Of Person Or Organization:

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

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

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

# DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

# SCHEDULE

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

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1**. of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2**. of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form. Policy Number: AS2-C81-004095-122 Issued by: Liberty Mutual Fire Insurance Co.

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

# **DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

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

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

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

#### Schedule

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

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

### **Regarding Designated Contract or Project:**

Any

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

#### The following is added to the **Other Insurance Condition**:

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

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

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

This endorsement modifies insurance provided under the following:

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

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

# SCHEDULE

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

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

## Premium: \$ INCL

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

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

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

## Schedule

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

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

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

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

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

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

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

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

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

manual premium.

Issued by Liberty Insurance Corporation 21814

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

Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

WC 00 03 13 Ed. 04/01/1984 © 1983 National Council on Compensation Insurance.