

# CHANGE ORDER

Number 2

Date: November 7, 2023  
To: Agave Construction, LLC  
From: City of Grand Junction, Department of Public Works and Utilities  
Project: **Persigo WWTP Sidewalk Replacement**  
P.O.: **2023-00000421**

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

Change Order #2 establishes the final contract price based on installed quantities and establishes the final contract completion date.

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

Original Contract Amount	\$40,685.00
Approved Change Orders	15,103.00
This Change Order	<u>(2,598.20)</u>
Revised Contract Amount	\$53,189.80

Summary of Contract time adjustments:

Original Contract Time	25.	Cal. Days
Approved Change Orders	0.	
This Change Order	<u>-14.</u>	
Revised Contract Time	11.	Cal. Days

Construction Start Date: September 18, 2023  
Contract Completion Date: September 28, 2023

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

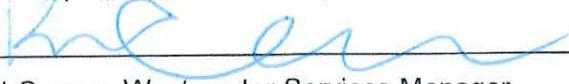
Owner: **City of Grand Junction**

Prepared by:

  
Lee Cooper, Wastewater Project Manager

Date: 11/7/2023

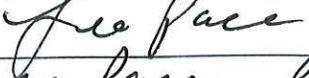
Approved by:

  
Kurt Carson, Wastewater Services Manager

Date: 11/7/2023

Contractor: **Agave Construction, LLC**

Signature:

  
Leo Pace, President

Date: 11/16/23

Persigo WWTP Sidewalk Replacement -- City P.O. No. 2023-00000421  
 Change Order No. 2

November 7, 2023

Item No.	CDOT, City Ref.	Description	Current Contract [1]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	25	Cal. Days	---	---	11	Cal. Days	---	---	(14)
1 [1]	202	Removal of Asphalt Mat (Full Depth)	8.	Sq. Yd.	\$ 8.00	\$ 64.00	8	Sq. Yd.	\$ 8.00	\$ 64.00	
2 [1]	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	202.	Sq. Yd.	\$ 8.00	\$ 1,616.00	202	Sq. Yd.	\$ 8.00	\$ 1,616.00	
3 [1]	202	Removal of Sod	2,234.	Sq. Ft.	\$ 2.50	\$ 5,585.00	2234	Sq. Ft.	\$ 2.50	\$ 5,585.00	
4	208	Concrete Washout Facility	1.	Each	\$ 500.00	\$ 500.00	1	Each	\$ 500.00	\$ 500.00	
5 [1]	304	Aggregate Base Course (Class 6) (6" Thick)	66.	Sq. Yd.	\$ 6.00	\$ 396.00	66	Sq. Yd.	\$ 6.00	\$ 396.00	
6 [1]	304	Aggregate Base Course (Class 6) (8" Thick)	316.	Sq. Yd.	\$ 6.00	\$ 1,896.00	316	Sq. Yd.	\$ 6.00	\$ 1,896.00	
7 [1]	401	Hot Bituminous Pavement (Patching) (5" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	8.	Sq. Yd.	\$ 98.00	\$ 784.00	8	Sq. Yd.	\$ 98.00	\$ 784.00	
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16.	Sq. Yd.	\$ 180.00	\$ 2,880.00	16	Sq. Yd.	\$ 180.00	\$ 2,880.00	
9 [1]	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	66.	Sq. Yd.	\$ 93.50	\$ 6,171.00	66	Sq. Yd.	\$ 93.50	\$ 6,171.00	
10 [1]	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	278.	Sq. Yd.	\$ 102.00	\$ 28,356.00	278	Sq. Yd.	\$ 102.00	\$ 28,356.00	
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24.	Sq. Ft.	\$ 30.00	\$ 720.00	24	Sq. Ft.	\$ 30.00	\$ 720.00	
12	620	Portable Sanitary Facility	1.	Each	\$ 120.00	\$ 120.00	1	Each	\$ 120.00	\$ 120.00	
13	625	Construction Surveying	1.	Lump Sum	\$ 1,200.00	\$ 1,200.00	1	Lump Sum	\$ 1,200.00	\$ 1,200.00	
14	626	Mobilization	1.	Lump Sum	\$ 2,500.00	\$ 2,500.00	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	
MCR		Minor Contract Revisions	---	---	\$ 3,000.00	\$ 3,000.00	---	---	\$ 401.80	\$ 401.80	\$ (2,598.20)

Persigo WWTP Sidewalk Replacement – City P.O. No. 2023-00000421  
 Change Order No. 2

November 7, 2023

Item No.	CDOT, City Ref.	Description	Current Contract [1]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	25	Cal. Days	---	---	11	Cal. Days	---	---	(14)
TOTALS:					\$ 55,788.00			\$ 53,189.80		\$ (2,598.20)	

Change

**CHANGE ORDER****Number 1**

Date: September 25, 2023  
 To: Agave Construction, LLC  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Persigo WWTP Sidewalk Replacement**  
 P.O.: **2023-0000421**

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

Change Order #1 includes increasing the total quantities on several line items to adjust for additional concrete work the City has requested Agave Construction perform as part of this Project. There are a few locations at Persigo where either concrete sidewalk was missing, or the existing concrete sidewalks were broken and in poor condition. With Agave Construction on-site, I thought this was a good opportunity to have additional concrete sidewalk work completed.

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

Original Contract Amount	\$40,685.00
Approved Change Orders	0.00
This Change Order	15,103.00
Revised Contract Amount	<u>\$55,788.00</u>

Summary of Contract time adjustments:

Original Contract Time	25.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	<u>25.</u>	Cal. Days

Construction Start Date: September 18, 2023  
 Contract Completion Date: October 12, 2023

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

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:

*Lee Cooper*  
17B20F90C55F422

Lee Cooper, Wastewater Project Manager

Date: 9/28/2023

Recommended by:

DocuSigned by:

*Kurt Carson*  
177490928C9B97

Kurt Carson, Wastewater Services Manager

Date: 9/29/2023

Approved by:

DocuSigned by:

*Randi Kim - Utilities Director, City of Grand Junction*  
F3B7E9047688412

Randi Kim, Utilities Director

Date: 10/3/2023

Contractor: **Agave Construction, LLC**

Signature:

DocuSigned by:

*Leo Pace - President, Agave Construction, LLC*  
F4B6C04579E6A8A

Leo Pace - President, Agave Construction, LLC  
 President

Date: 9/28/2023

Name and Title:

**Persigo WWTP Sidewalk Replacement -- City P.O. No. 2023-0000421**  
**Change Order No. 1**

September 25, 2023

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	25	Cal. Days	---	---	25	Cal. Days	---	---	-
1	202	Removal of Asphalt Mat (Full Depth)	5.	Sq. Yd.	\$ 8.00	\$ 40.00	8	Sq. Yd.	\$ 8.00	\$ 64.00	\$ 24.00
2	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	132.	Sq. Yd.	\$ 8.00	\$ 1,056.00	202	Sq. Yd.	\$ 8.00	\$ 1,616.00	\$ 560.00
3	202	Removal of Sod	1,209.	Sq. Ft.	\$ 2.50	\$ 3,022.50	2234	Sq. Ft.	\$ 2.50	\$ 5,585.00	\$ 2,562.50
4	208	Concrete Washout Facility	1.	Each	\$ 500.00	\$ 500.00	1	Each	\$ 500.00	\$ 500.00	
5	304	Aggregate Base Course (Class 6) (6" Thick)	15.	Sq. Yd.	\$ 6.00	\$ 90.00	66	Sq. Yd.	\$ 6.00	\$ 396.00	\$ 306.00
6	304	Aggregate Base Course (Class 6) (8" Thick)	255.	Sq. Yd.	\$ 6.00	\$ 1,530.00	316	Sq. Yd.	\$ 6.00	\$ 1,896.00	\$ 366.00
7	401	Hot Bituminous Pavement (Patching) (5" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	5.	Sq. Yd.	\$ 98.00	\$ 490.00	8	Sq. Yd.	\$ 98.00	\$ 784.00	\$ 294.00
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16.	Sq. Yd.	\$ 180.00	\$ 2,880.00	16	Sq. Yd.	\$ 180.00	\$ 2,880.00	
9	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	15.	Sq. Yd.	\$ 93.50	\$ 1,402.50	66	Sq. Yd.	\$ 93.50	\$ 6,171.00	\$ 4,768.50
10	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	217.	Sq. Yd.	\$ 102.00	\$ 22,134.00	278	Sq. Yd.	\$ 102.00	\$ 28,356.00	\$ 6,222.00
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24.	Sq. Ft.	\$ 30.00	\$ 720.00	24	Sq. Ft.	\$ 30.00	\$ 720.00	
12	620	Portable Sanitary Facility	1.	Each	\$ 120.00	\$ 120.00	1	Each	\$ 120.00	\$ 120.00	
13	625	Construction Surveying	1.	Lump Sum	\$ 1,200.00	\$ 1,200.00	1	Lump Sum	\$ 1,200.00	\$ 1,200.00	
14	626	Mobilization	1.	Lump Sum	\$ 2,500.00	\$ 2,500.00	1	Lump Sum	\$ 2,500.00	\$ 2,500.00	
MCR		Minor Contract Revisions	---	---	\$ 3,000.00	\$ 3,000.00	---	---	\$ 3,000.00	\$ 3,000.00	\$ 0.00

**Persigo WWTP Sidewalk Replacement -- City P.O. No. 2023-0000421  
Change Order No. 1**

September 25, 2023

Item No.	CDOT, City Ref.	Description	<u>Original Contract</u>			<u>Revised</u>			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	25	Cal. Days	---	---	25	Cal. Days	---	---	-
TOTALS:					\$ 40,685.00			\$ 55,788.00		\$ 15,103.00	



### NOTICE TO PROCEED

Date: September 13, 2023

Company: Agave Construction, LLC

Project: Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

In accordance with the contract dated August 21, 2023, the Contractor is hereby notified to begin work on the Project on or before September 18, 2023.

The date of final completion as determined is October 13, 2023.

### CITY OF GRAND JUNCTION, COLORADO

  
Kathleen Franklin, Senior Buyer

### SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Agave Construction, LLC

By: 

Print Name: Leo Pace

Title: President

Date: 9/14/2023



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 21<sup>st</sup> day of August 2023 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Agave Construction, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS the Owner advertised 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 the Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project including all Addenda: Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF
- c. Notice of Award
- d. Contractor's Response to the Solicitation

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

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

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

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Forty Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$40,685.00)**. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or another 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 the 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 (30) 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

Contract Binding: The Owner and the Contractor each bind itself, its partners, successors, assigns and legal representatives to the other party hereto in respect of 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 7

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





## **Invitation for Bid**

**IFB-5268-23-KF**

### **Persigo WWTP Sidewalk Replacement Project**

#### **Responses Due:**

August 16, 2023, prior to 2:00 p.m. MDT

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

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

**All City solicitation openings will be held virtually.**

#### **Purchasing Agent:**

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

# **Invitation for Bid**

## **Table of Contents**

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Section 2.0	General Contract Conditions
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Section 4.0	Contractor's Bid Form
	Bid Schedule Form
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	Appendix A – Project Submittal Form
	Appendix B – Construction Drawings

## **1.0 Instructions to Bidders**

It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has 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. Issuing Office:** Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*
- 1.3. Purpose:** The City of Grand Junction, Colorado is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, materials, and supplies required for the Persigo Wastewater Treatment Plant (WWTP) Sidewalk Replacement Project. All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.
- 1.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. "Owner" means the Owner or authorized representative(s).
- 1.5. Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.6. Procurement Process:** The current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting and applies to this solicitation.
- 1.7. Submission:** **Each bid shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).** *This site offers both "free" and "paying" registration options which allow for full access of the Owner's documents and for electronic submission of Bids. ("free" registration may take up*

*to 24 hours to process. Please Plan accordingly.)* Please view Owner “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, Contractor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**.

See section 4.0 for preparation and Submittal Terms. Bids must be formatted as directed in Section 4.0. Submittals which fail to follow this format may be ruled nonresponsive. The uploaded response shall be a single PDF document with all required information included.

**Bid Opening, Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF  
Aug 16, 2023, 2:00 – 2:30 PM (America/Denver)**

***Please join the meeting from a computer, tablet, or smartphone.***

<https://meet.goto.com/635914429>

***Dial in by phone.***

Access Code:

635-914-429

United States:

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

***Join from a video-conferencing room or system.***

Meeting ID:

635-914-429

Dial in or type:

67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly:

635914429@67.217.95.2 or 67.217.95.2##635914429

**Get the app now and be ready when the first meeting starts:**

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

- 1.8. Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening. Bids may not be altered, modified, or amended after submission date.
- 1.9. 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 Bidder 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 Bidder, Bidder'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 Bidder'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.

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.11. **Contract Documents:** The complete IFB and Bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.12. **Additional Documents:** The July 2010 edition of the City "Standard Contract Documents for Capital Improvements Construction," Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I General, Section 3 of the General Contract Conditions in the [Standard Contract Documents for Capital Improvements Construction](#).
- 1.14. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Bidder shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - d. 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 Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder'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 Bidder 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 Bidder shall be subject to prior approval of Owner and applicable agencies. Bidder 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 Bidder 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 Bidder shall be conclusively presumed to represent that the Bidder 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.

- 1.15. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.
- 1.16. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>. And issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). 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 Agent.
- 1.17. **Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees shall not include taxes.
- 1.18. **Sales and Use Taxes:** The Contractor and all Sub-Contractors 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 Section XVI "Taxes."

Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.

- 1.19. 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 Agent, agrees to an extension.
- 1.20. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 or scope of the bid and Contract Documents.
- 1.21. 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, at its discretion, accept future bids for the same Work or commodities from participants in such collusion.
- 1.22. 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 it is responsible, have a practical knowledge of the project bid upon and has 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.
- 1.23. Public Disclosure Record:** If the Bidder has knowledge of its employee(s) or Sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## **2.0. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. 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 and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 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 authorized representative(s). 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 itself 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 its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative(s). 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 it 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 its authorized representative(s).
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the bid requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid 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 Bidder submits a written request for approval to the Purchasing Agent 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 Bidder 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. Bidders 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 its best skill and attention. The Contractor 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 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 Owner 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 its 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all Sub-Contractors, its agents and employees, and all other persons performing any of the Work under a Contract.
- 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 operations. At the completion of Work, shall remove

all waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery, and surplus materials.

- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interest's provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the Work performed as a result of responding to this Solicitation. With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

- 2.16.1. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- 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 bid award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.
- 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. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor will begin Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract Time/by the Completion Date.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

**2.22. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful Bidder has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

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

**2.24. Retention:** The Owner shall deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

**2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten (10) 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 re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.

**2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect,

refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** 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 fails to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

**2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project

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

- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it 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, it shall restore, at its 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 shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the

Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.

- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Offers must comply with all Federal, State, County and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 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 Owner employee shall have interest in the Contract resulting from this Invitation For Bid.
- 2.39. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work 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 at least thirty (30) days past notification.

- 2.40. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to:
- 2.40.1.** 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.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the 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 Section 9 "Affirmative Action/EEO."
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor 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 laws regulating immigration compliance.
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or 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 perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional services and materials necessary to perform the Work. 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 of the Contract Documents at any time in accordance with the terms thereof.
- 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, 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 Bidder 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 Sub-Contractors 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 Bidders:** 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 Sub-Contractors 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 Sub-Contractors 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 Bidder, proposed Sub-Contractors 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 Bidder shall furnish the Owner all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Bidder 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 a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificates of Insurance shall be submitted to the City within ten (10) days of Contract execution. 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 documents, plans, prints, designs, concepts, and work prepared pursuant to the Contract, etc., created by the Contractor for this project, shall become the property of the Owner. All information furnished by the Owner are and shall remain, Owner property.
- 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 claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- 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. Governing Law:** Any agreement as a result of responding to this Invitation For Bid 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. Any action arising out of or under the Contract shall be in District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of or under a Contract.
- 2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal

year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).

**2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 Owner. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on the Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

**2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

**2.60.1.** "Public Project" is defined as:

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

### **3.0. Statement of Work**

- 3.1. General:** The City is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, materials, and supplies required for the Persigo Wastewater Treatment Plant (WWTP) Sidewalk Replacement Project. All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.

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:** Concrete replacement project located at the City of Grand Junction's Persigo Wastewater Treatment Plant. This project generally includes removing approximately 132 square yards of 4" thick concrete sidewalk and constructing 217 square yards of new 6" thick concrete sidewalk, 15 square yards of 4" thick concrete sidewalk, place, and compact Class 6 aggregate base course, construct one concrete curb ramp, and a small amount of asphalt patching.

**3.3. Special Conditions & Provisions:**

**3.3.1. Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant Administration Building, Training Room**, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.3.2. Questions Regarding Solicitation Process/Scope of Work:**

Kathleen Franklin, Senior Buyer  
City of Grand Junction  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

**3.3.3. Project Manager:** The Project Manager for the Project is Lee Cooper, Wastewater Project Manager, who can be reached at (970) 256-4155 or email [leec@gjcity.org](mailto:leec@gjcity.org). During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Persigo Wastewater Treatment Plant

Attn: Lee Cooper, Wastewater Project Manager  
2145 River Rd.  
Grand Junction, CO 81505

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

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

**3.3.5. Prequalification:** Contractors must be prequalified in the following category to submit a bid response to this project:

- Concrete Sidewalk, Curb, & Gutter (CDOT Work code 12)

Contractors may view its approved prequalified categories by clicking the [Prequalification List Link](#). Application form for prequalification is available by clicking the [Application Link](#). Call 970-256-4082 for additional information.

**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 1.12, (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 and other law as applicable.
- 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 **25 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

All Work will be performed Monday – Friday, between the hours of 7:00 a.m. to 5:00 p.m.

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

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

- None

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

- None

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

- AutoCAD drawings for survey staking.

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

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

**3.3.17. Clean-Up:** The Contractor is responsible for cleaning up all loose materials which 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.

**3.3.18. Quality Control Testing:** Contractor and/or concrete supplier are responsible for Quality Control (QC) testing on the concrete. The City will perform all other necessary Quality Assurance (QA) testing on the Class 6 aggregate base course and the concrete.

The Contractor shall give the City Project Manager a minimum of 24 hours' notice for all testing needed. The City's consultant for all QA testing is RockSol Consulting Group.

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

- Construction Schedule
- Concrete Mix Design
- Class 6 Aggregate Base Course
- Asphalt Mix Design
- Detectable Warnings (Truncated Domes)

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

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

**3.3.22. Excess Material:** All excess materials shall be disposed in accordance with General Contract Conditions, Section 50.

**3.3.23. Existing Utilities and Structures:** Utilities were not potholed during design of this project. The location of existing utilities and structures show on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions, Section 37.

**3.3.24. 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.

**3.3.25. Survey:** The Contractor shall perform all necessary construction surveying for this project.

**3.3.26. Work to be Performed by the City (Prior to Construction):**

- None

**3.3.27. 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.

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

**3.3.29. Existing Irrigation/Sprinkler System:** City staff at the Persigo WWTP will be responsible for relocating and/or repairing any sprinkler heads and/or broken irrigation pipes during this project. The City will work to relocate and/or plug the existing sprinkler heads that are near the existing concrete sidewalk prior to the Contractor starting its work.

**3.3.30. Concrete Placement:** Due to the location of the concrete sidewalks that are part of this project, the Contractor shall be prepared to use a concrete pumper truck to deliver concrete to the sidewalk locations.

**3.4. Scope of Work:** This project generally includes removing approximately 132 square yards of 4" thick concrete sidewalk and constructing 217 square yards of new 6" thick concrete sidewalk, 15 square yards of 4" thick concrete sidewalk, place, and compact Class 6 aggregate base course, construct one concrete curb ramp, and a small amount of asphalt patching.

**3.5. Attached Documents:**

- Appendix A: Project Submittal Form
- Appendix B: Construction Drawings

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

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

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	July 17, 2023
Non-Mandatory Pre-Bid Meeting	August 3, 2023, 9:00 a.m.
Inquiry deadline, no questions after this date	August 9, 2023
Addendum Posted	August 11, 2023
Submittal deadline for bids	August 16, 2023, 2:00 p.m.
City Council Approval <i>(if required)</i>	September 6, 2023
Notice of Award & Contract execution	September 8, 2023
Bonding & Insurance Cert due	September 15, 2023
Preconstruction meeting	To Be Determined
Work begins no later than	Receipt of Notice to Proceed
Final Completion	25 Calendar Days from start date of Notice to Proceed

Holidays:

Labor Day	September 4, 2023
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## 4.0. Contractor's Bid Form

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

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement 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 it is a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the bid with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

**Bid Schedule: IFB-5268-23-K "Persigo WWTP Sidewalk Replacement"**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Full Depth)	5.	Sq. Yd.	\$ _____	\$ _____
2	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	132.	Sq. Yd.	\$ _____	\$ _____
3	202	Removal of Sod	1,209.	Sq. Ft.	\$ _____	\$ _____
4	208	Concrete Washout Facility	1.	Each	\$ _____	\$ _____
5	304	Aggregate Base Course (Class 6) (6" Thick)	15.	Sq. Yd.	\$ _____	\$ _____
6	304	Aggregate Base Course (Class 6) (8" Thick)	255.	Sq. Yd.	\$ _____	\$ _____
7	401	Hot Bituminous Pavement (Patching) (5 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	5.	Sq. Yd.	\$ _____	\$ _____
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16.	Sq. Yd.	\$ _____	\$ _____
9	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	15.	Sq. Yd.	\$ _____	\$ _____
10	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	217.	Sq. Yd.	\$ _____	\$ _____
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24.	Sq. Ft.	\$ _____	\$ _____
12	620	Portable Sanitary Facility	1.	Each	\$ _____	\$ _____
13	625	Construction Surveying	1.	Lump Sum	\$ _____	\$ _____
14	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>3,000.00</u>
					<b>Bid Amount:</b>	\$ _____

**Total Bid Amount written:****dollars**

## Bid Schedule: Persigo WWTP Sidewalk Replacement

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
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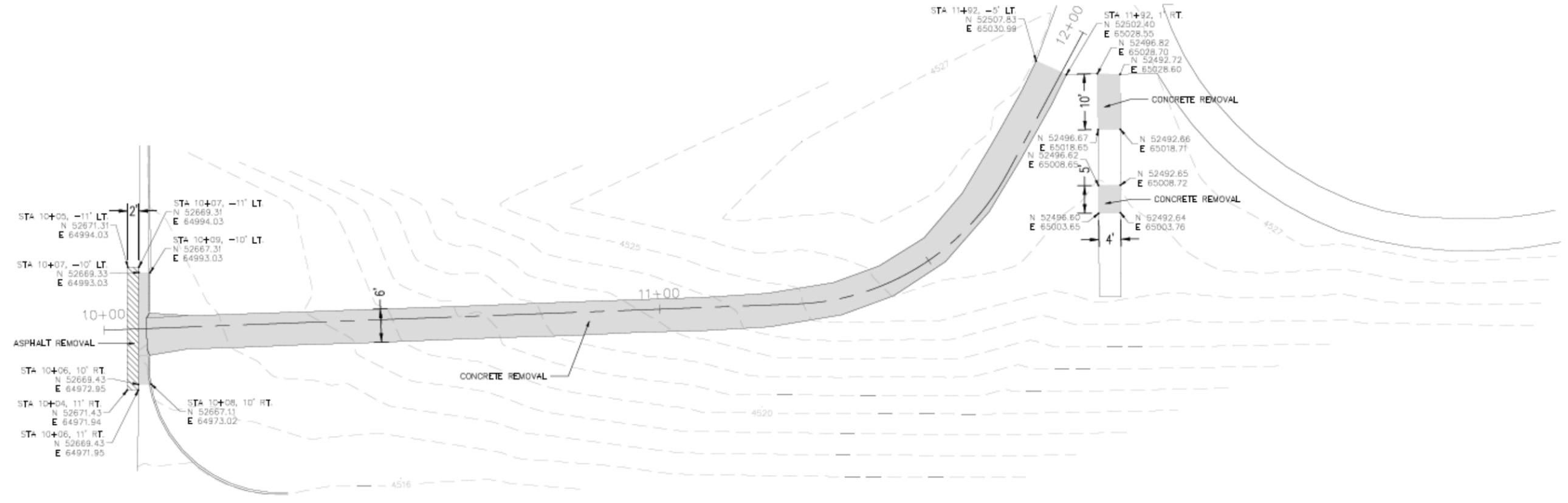
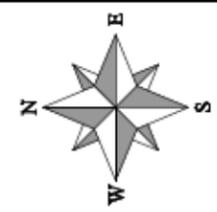
<b>Contractor Name:</b>
<b>Contractor Address:</b>
<b>Contractor Phone #:</b>

**Appendix A**  
**Project Submittal Form**

**PROJECT SUBMITTAL FORM****PROJECT:** IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement Project"**CONTRACTOR:** \_\_\_\_\_**PROJECT MANAGER:** Lee Cooper, P.E.

<b>STREET &amp; SIDEWALK CONSTRUCTION</b>				
<b>Description</b>	<b>Date Received</b>	<b>Resubmittal Requested</b>	<b>Resubmittal Received</b>	<b>Date Accepted</b>
Asphalt Mix Design: Grading SX, Binder Grade PG 64-22				
Aggregate Base Course Gradation, Proctor Curve Class 6				
Concrete Mix Design - (CDOT Class D, 4500 psi @ 28-day)				
Detectable Warnings (Truncated Domes)				
PERMITS, PLANS, OTHER				
Construction Schedule				

**Appendix B**  
**Construction Drawings**



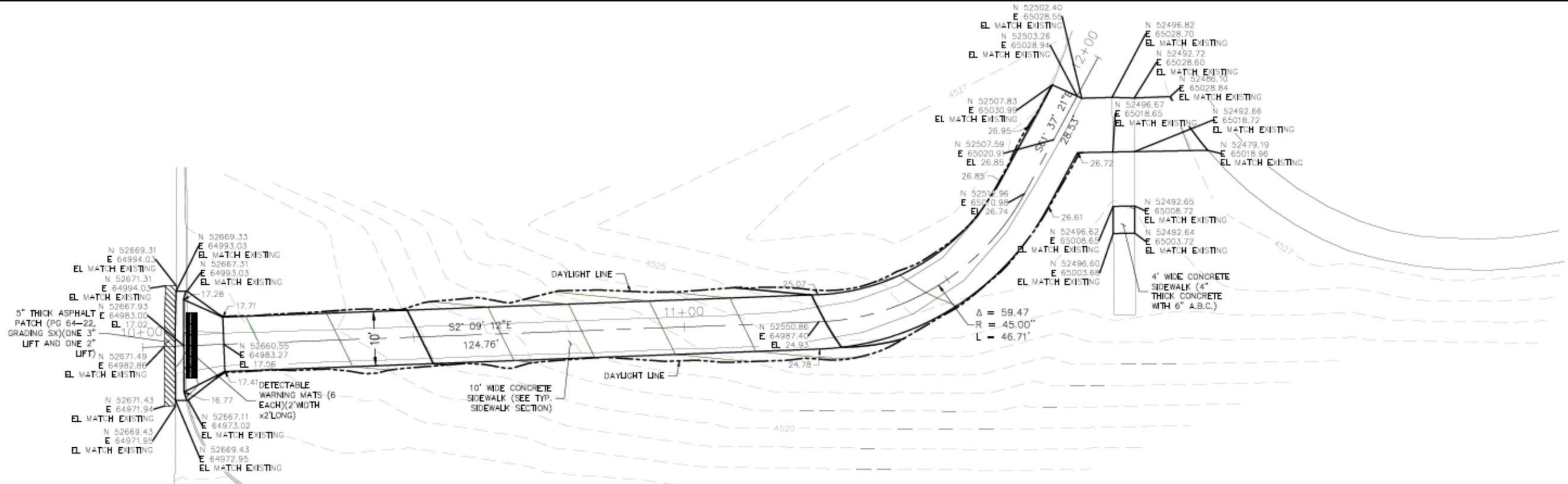
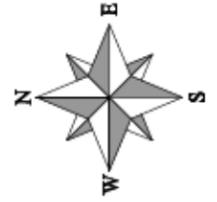
REVISION	DESCRIPTION	DATE	PROJECT NO. F210703
REVISION A XXX		202X	DRAWN BY DJM DATE 06/2023
REVISION B XXX		202X	DESIGNED BY LC DATE 06/2023
REVISION C XXX		202X	CHECKED BY LC DATE 06/2023
REVISION D XXX		202X	APPROVED BY LC DATE 06/2023

SCALES: PLAN & PROFILE	
HORIZONTAL	1" = 20'
VERTICAL	1" = 5'

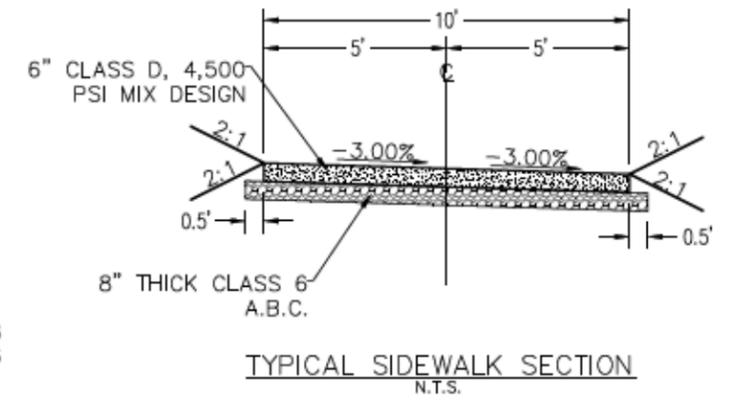
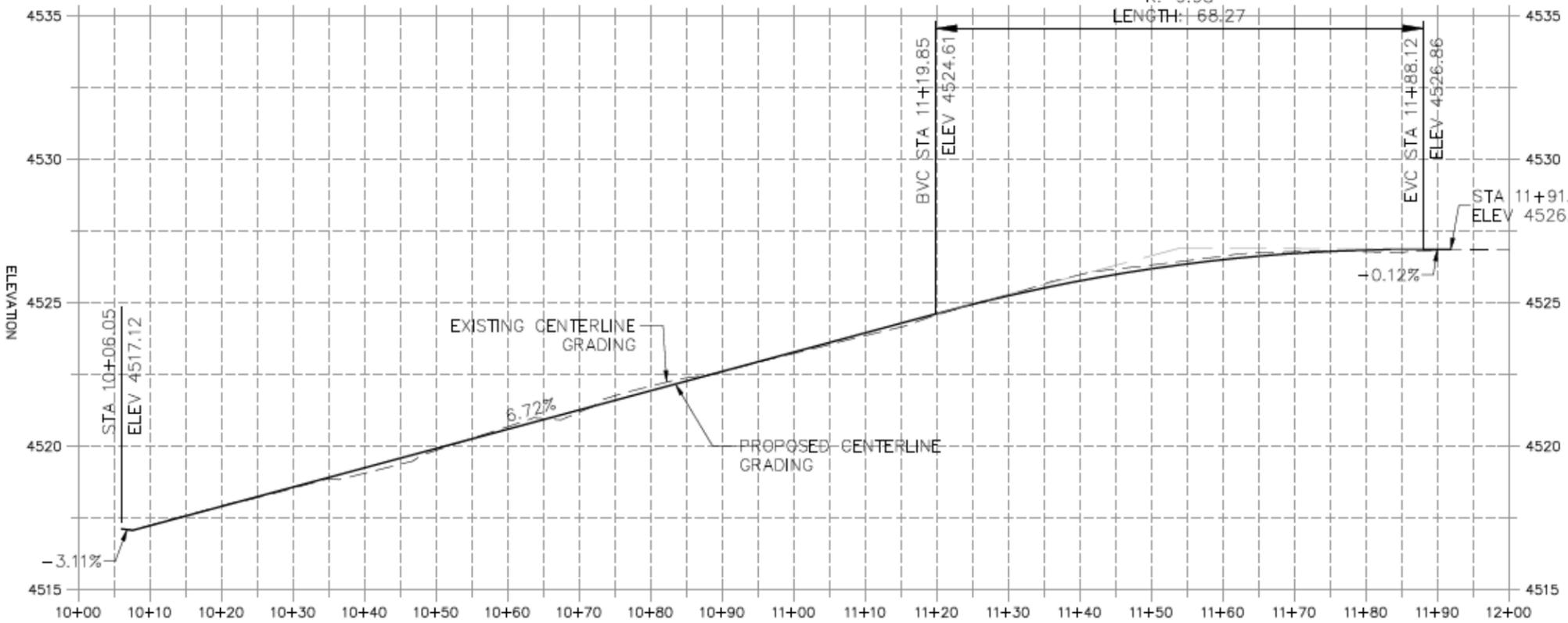


**PUBLIC WORKS  
ENGINEERING DIVISION**

**PERSIGO SIDEWALK REPLACEMENT  
REMOVAL PLAN  
STA 10+00 TO STA 12+00**



HP STA: 11+86.90  
 HP ELEV: 4526.862  
 PM STA: 11+53.95  
 PM ELEV: 4526.90  
 K: 9.98  
 LENGTH: 68.27



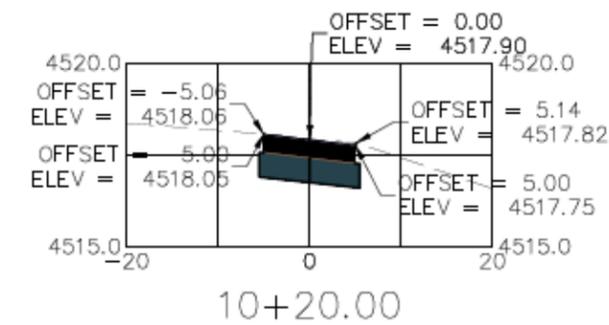
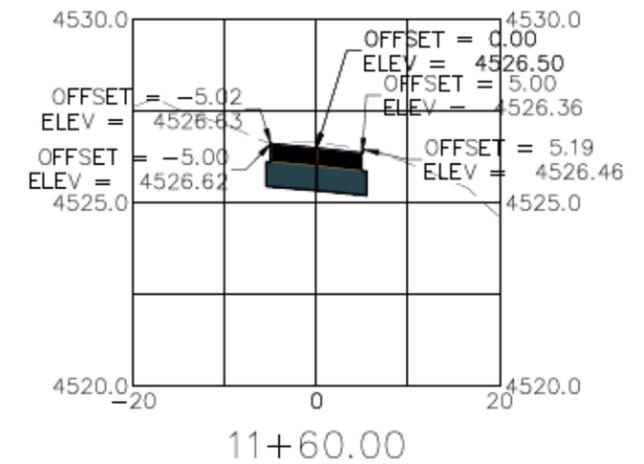
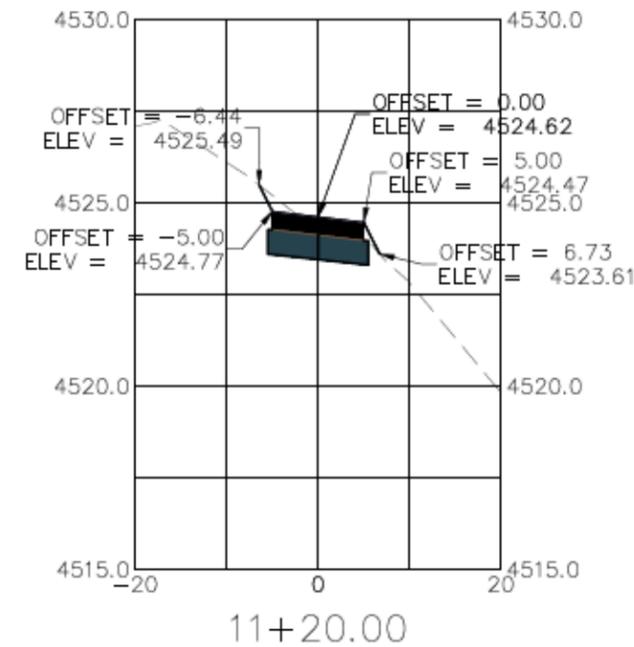
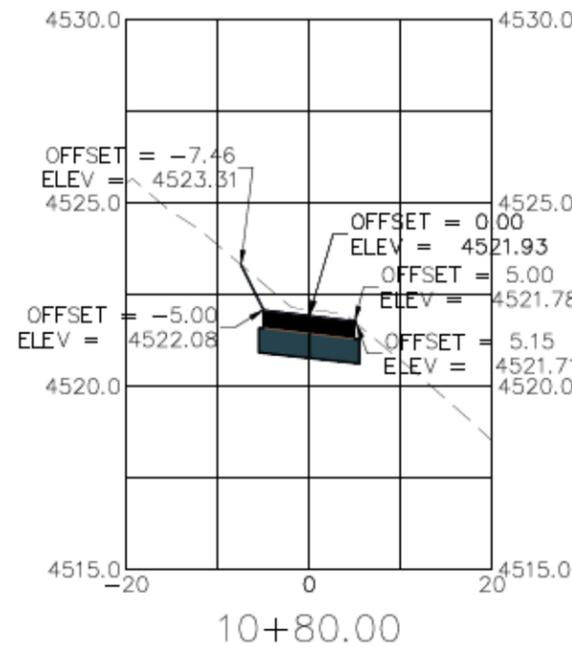
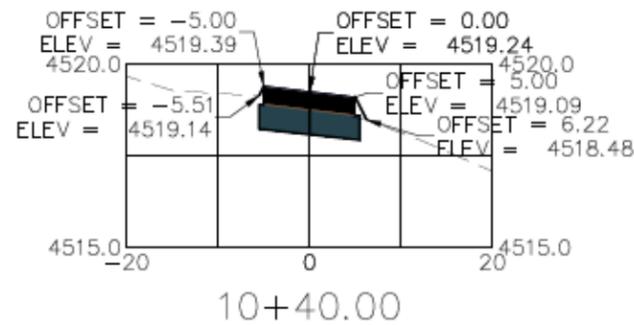
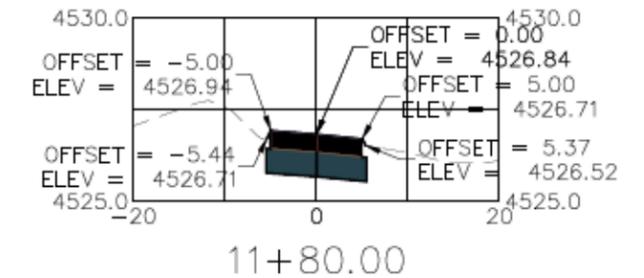
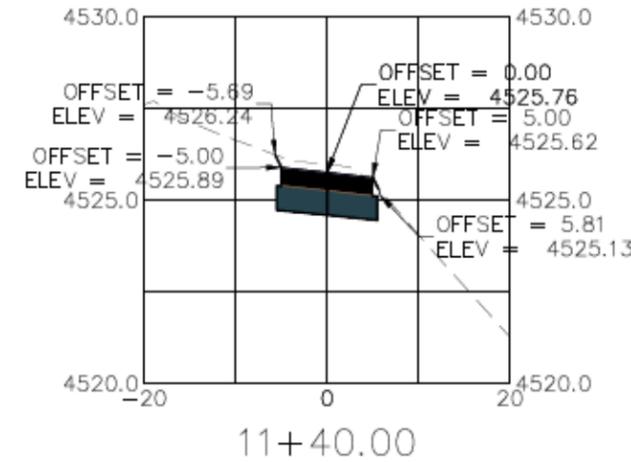
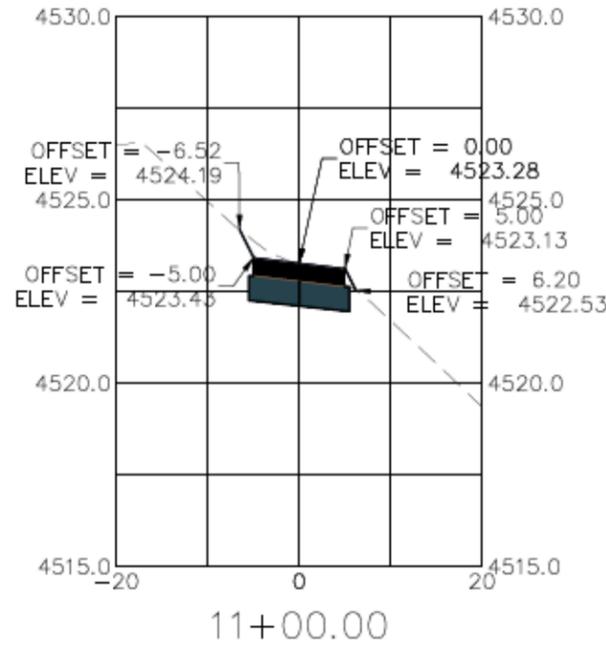
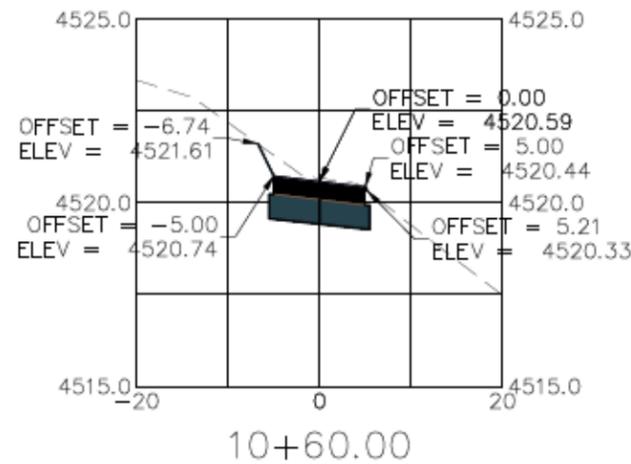
REVISION	DESCRIPTION	DATE	PROJECT NO. F210703
REVISION A XXX		202X	
REVISION B XXX		202X	
REVISION C XXX		202X	
REVISION D XXX		202X	

SCALE	DATE
DRAWN BY DJM	DATE 06/2023
DESIGNED BY LC	DATE 06/2023
CHECKED BY LC	DATE 06/2023
APPROVED BY LC	DATE 06/2023



**PUBLIC WORKS  
 ENGINEERING DIVISION**

**PERSIGO SIDEWALK REPLACEMENT  
 SIDEWALK PLAN AND PROFILE  
 STA 10+00 TO STA 12+00**



REVISION	DESCRIPTION	DATE	PROJECT NO. F210703
REVISION A XXX		202X	DRAWN BY DJM DATE 06/2023
REVISION B XXX		202X	DESIGNED BY LC DATE 06/2023
REVISION C XXX		202X	CHECKED BY LC DATE 06/2023
REVISION D XXX		202X	APPROVED BY LC DATE 06/2023

SCALES: PLAN & PROFILE
HORIZONTAL: 1" = 20'
VERTICAL: 1" = 5'



PUBLIC WORKS  
ENGINEERING DIVISION

PERSIGO SIDEWALK REPLACEMENT  
SIDEWALK CROSS SECTIONS  
STA 10+00 TO STA 12+00



## ADDENDUM NO. 1

**DATE:** August 4, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

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

Please make note of the following clarifications:

1. **Q:** Is there a way to get an aerial map photo of where the work is being completed, its hard to tell based on the plans. Also is there a way to get some site pictures, to determine how to get concrete in place? Or meet at location?

**A:** City of Grand Junction GIS is a great resource, enter address in search field.  
<https://external-gis.qicity.org/City%20Map%20External/>

Providing an aerial photo of the project site does not show the elevation differences and slopes specific to this project. Scheduling an alternate Non-mandatory Pre-Bid Meeting on Tuesday, August 8, 2023, at 9:00 a.m. to encourage interested Contractors to visit site.

2. Revised sections of Solicitation to add an alternate pre-bid meeting:

**1.2. Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m. or alternate non-mandatory pre-bid meeting on August 8, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.3.1 Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m. or alternate non-mandatory pre-bid meeting on August 8, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	July 17, 2023
Non-Mandatory Pre-Bid Meeting	August 3, 2023, 9:00 a.m.
<b>Alternate Non-Mandatory Pre-Bid Meeting</b>	<b>August 8, 2023, 9:00 a.m.</b>
Inquiry deadline, no questions after this date	August 9, 2023
Addendum Posted	August 11, 2023
Submittal deadline for bids	August 16, 2023, 2:00 p.m.
City Council Approval <i>(if required)</i>	September 6, 2023
Notice of Award & Contract execution	September 8, 2023
Bonding & Insurance Cert due	September 15, 2023
Preconstruction meeting	To Be Determined
Work begins no later than	Receipt of Notice to Proceed
Final Completion	25 Calendar Days from start date of Notice to Proceed

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

All other conditions of subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado



## **ADDENDUM NO. 2**

**DATE:** August 10, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

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

Please make note of the following clarifications:

1. Revised Solicitation Section 3.3.28  
**ACI Concrete and Flatwork Finisher and Technician:** Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

Craftsman certificate verification will be required at time of bid opening. Contractor to provide information in section 4.0 of this solicitation.

2. Contractors shall use 4.0 Contractor's Bid Form (Addendum 2) version attached for bid submittal.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink, appearing to read "K. Franklin".

Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado

## **4.0. Contractor's Bid Form (Addendum 2)**

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

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement 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 it is a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the bid with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its 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.

Craftsman holding ACI Concrete and Flatwork Certification:

Full Name: \_\_\_\_\_  
\* Last Name (must be an exact match to ACI website) \*

Certification ID Number: \_\_\_\_\_

Expires: \_\_\_\_\_

Alternate Flatwork Finisher certification will require photocopy of certificate, to be approved by the City Engineering Manager.

ACI information provided by: \_\_\_\_\_

Company & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## **4.0. Contractor's Bid Form (Addendum 2)**

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

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement 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.
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- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its 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.

Craftsman holding ACI Concrete and Flatwork Certification:

Full Name: \_\_\_\_\_  
\* Last Name (must be an exact match to ACI website) \*

Certification ID Number: \_\_\_\_\_

Expires: \_\_\_\_\_

Alternate Flatwork Finisher certification will require photocopy of certificate, to be approved by the City Engineering Manager.

ACI information provided by: \_\_\_\_\_

Company & Title: \_\_\_\_\_

Signature: \_\_\_\_\_



**NOTICE OF AWARD**

Date: August 21, 2023  
Company: Agave Construction, LLC  
Project: Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

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Agave Construction, LLC has been awarded the City of Grand Junction Contract for Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF for a lump sum fee of **\$40,685.00**.

Please coordinate with Lee Cooper, Wastewater Project Manager at (970) 256-4155 or [leec@gjcity.org](mailto:leec@gjcity.org) for project scheduling. The City Purchasing Manual, section 7.6(b) states Performance & Payments Bonds will be required for public improvement awarded in excess of \$50,000, therefore the bonds are *not* required for this project. Please send the current certificate of insurance to the City Purchasing Division within ten (10) calendar days in accordance with the contract documents.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
*Duane Hoff Jr.*  
9170AE71D0F1380C  
Duane Hoff, Jr. Contracts Administrator

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Agave Construction, LLC  
By: DocuSigned by:  
*Leo Pace* Leo Pace  
Title: President  
Date: 8/22/2023

## 4.0. Contractor's Bid Form (Addendum 2)

Bid Date: 08/16/2023

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement Project"

Bidding Company: Agave Construction, LLC

Name of Authorized Agent: Leo Pace

Email: leo@agave-construction.com

Telephone: (970) 640-3237 Address: 623 25 Rd

City: Grand Junction State: Colorado zip: 81505

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

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

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

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

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

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

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

State number of Addenda received: 2

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: Agave Construction, LLC

Authorized Signature: Leo Pace

Title: President

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
Rolland Consulting Engineers	Survey	3
_____	_____	_____
_____	_____	_____

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 its 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.

Craftsman holding ACI Concrete and Flatwork Certification:

Full Name: Leo Pace  
*\* Last Name (must be an exact match to ACI website) \**  
Certification ID Number: 02033431  
Expires: 05/14/2025

Alternate Flatwork Finisher certification will require photocopy of certificate, to be approved by the City Engineering Manager.

ACI information provided by: Leo Pace  
Company & Title: Agave Construction, LLC. President  
Signature: *Leo Pace*

## Agave Construction, LLC

**Bid Schedule: IFB-5268-23-K "Persigo WWTP Sidewalk Replacement"**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Full Depth)	5	Sq. Yd.	\$ <u>8.00</u>	\$ <u>40.00</u>
2	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	132	Sq. Yd.	\$ <u>8.00</u>	\$ <u>1,056.00</u>
3	202	Removal of Sod	1,209	Sq. Ft.	\$ <u>2.50</u>	\$ <u>3,022.50</u>
4	208	Concrete Washout Facility	1	Each	\$ <u>500.00</u>	\$ <u>500.00</u>
5	304	Aggregate Base Course (Class 6) (6" Thick)	15	Sq. Yd.	\$ <u>6.00</u>	\$ <u>90.00</u>
6	304	Aggregate Base Course (Class 6) (8" Thick)	255	Sq. Yd.	\$ <u>6.00</u>	\$ <u>1,530.00</u>
7	401	Hot Bituminous Pavement (Patching) (5" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	5	Sq. Yd.	\$ <u>98.00</u>	\$ <u>490.00</u>
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16	Sq. Yd.	\$ <u>180.00</u>	\$ <u>2,880.00</u>
9	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	15	Sq. Yd.	\$ <u>93.50</u>	\$ <u>1,402.50</u>
10	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	217	Sq. Yd.	\$ <u>102.00</u>	\$ <u>22,134.00</u>
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24	Sq. Ft.	\$ <u>30.00</u>	\$ <u>720.00</u>
12	620	Portable Sanitary Facility	1	Each	\$ <u>120.00</u>	\$ <u>120.00</u>
13	625	Construction Surveying	1	Lump Sum	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
14	626	Mobilization	1	Lump Sum	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>3,000.00</u>
					<b>Bid Amount:</b>	<b>\$ <u>40,685.00</u></b>

**Total Bid Amount written:****dollars**

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Agave Construction, LLC  
623 25 Road  
Grand Junction, CO 81505

**SURETY:**  
*(Name, legal status and principal place of business)*  
American Southern Insurance Company  
365 Northridge Road, Suite 250  
Atlanta, GA 30350

**OWNER:**  
*(Name, legal status and address)*  
City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

**BOND AMOUNT:** Five Percent of Amount Bid Not to Exceed Five Thousand and no/100 Dollars (5% NTE \$5,000.00)

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Persigo WWTP Sidewalk Replacement

Project Number, if any:

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

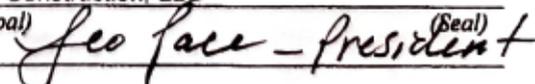
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 16th day of August, 2023.

  
*(Witness)*

  
*(Witness)*

Agave Construction, LLC  
*(Principal)*  *(Seal)*  
*(Title)*  
American Southern Insurance Company  
*(Surety)*  *(Seal)*  
*(Title)* Stefan E. Tauger, Attorney In Fact

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

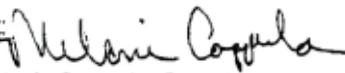
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

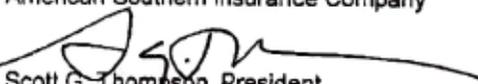
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13th day of April 2022.

Attest:   
Melonie A. Coppola, Secretary

American Southern Insurance Company

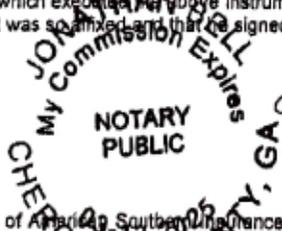
  
Scott G. Thompson, President

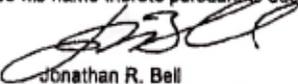


STATE OF GEORGIA  
COUNTY OF FULTON

On this 13th day of April 2022, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so annexed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
COUNTY OF FULTON

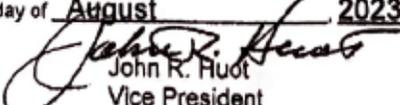


  
Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 16th day of August 2023.

Power No. 53800

  
John R. Huot  
Vice President

# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**LEO PACE**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

**ACI Advanced Concrete Flatwork Finisher**

**Certified Date: 05/15/2020**

**Expires: 05/14/2025**



**Examiner of Record: Prometric Testing Centers**

*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*



## Invitation for Bid

IFB-5268-23-KF

### Persigo WWTP Sidewalk Replacement Project

#### Responses Due:

August 16, 2023, prior to 2:00 p.m. MDT

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

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

**All City solicitation openings will be held virtually.**

#### **Purchasing Agent:**

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

# **Invitation for Bid**

## **Table of Contents**

Section 1.0	Instructions to Bidders
Section 2.0	General Contract Conditions
Section 3.0	Statement of Work
Section 4.0	Contractor's Bid Form
	Bid Schedule Form
	Appendices:
	Appendix A – Project Submittal Form
	Appendix B – Construction Drawings

## 1.0 Instructions to Bidders

It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has 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. **Issuing Office:** Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. **Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*
- 1.3. **Purpose:** The City of Grand Junction, Colorado is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, materials, and supplies required for the Persigo Wastewater Treatment Plant (WWTP) Sidewalk Replacement Project. All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.
- 1.4. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. "Owner" means the Owner or authorized representative(s).
- 1.5. **Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.6. **Procurement Process:** The current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting and applies to this solicitation.
- 1.7. **Submission:** *Each bid shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).* *This site offers both "free" and "paying" registration options which allow for full access of the Owner's documents and for electronic submission of Bids. ("free" registration may take up*

to 24 hours to process. Please Plan accordingly.) Please view Owner “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. Purchasing Agent does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, Contractor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**.

See section 4.0 for preparation and Submittal Terms. Bids must be formatted as directed in Section 4.0. Submittals which fail to follow this format may be ruled nonresponsive. The uploaded response shall be a single PDF document with all required information included.

**Bid Opening, Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF  
Aug 16, 2023, 2:00 – 2:30 PM (America/Denver)**

**Please join the meeting from a computer, tablet, or smartphone.**

<https://meet.goto.com/635914429>

**Dial in by phone.**

Access Code:

635-914-429

United States:

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

**Join from a video-conferencing room or system.**

Meeting ID:

635-914-429

Dial in or type:

67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly:

635914429@67.217.95.2 or 67.217.95.2##635914429

**Get the app now and be ready when the first meeting starts:**

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

- 1.8. **Modification and Withdrawal of Bids Before Opening:** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening. Bids may not be altered, modified, or amended after submission date.
- 1.9. **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 Bidder 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 Bidder, Bidder'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 Bidder'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.

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.11. **Contract Documents:** The complete IFB and Bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.12. **Additional Documents:** The July 2010 edition of the City "Standard Contract Documents for Capital Improvements Construction," Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I General, Section 3 of the General Contract Conditions in the [Standard Contract Documents for Capital Improvements Construction](#).
- 1.14. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Bidder shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - d. 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 Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder'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 Bidder 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 Bidder shall be subject to prior approval of Owner and applicable agencies. Bidder 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 Bidder 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 Bidder shall be conclusively presumed to represent that the Bidder 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.

- 1.15. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.
- 1.16. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>. And issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). 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 Agent.
- 1.17. **Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees shall not include taxes.
- 1.18. **Sales and Use Taxes:** The Contractor and all Sub-Contractors 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 Section XVI "Taxes."

Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.

- 1.19. 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 Agent, agrees to an extension.
- 1.20. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 or scope of the bid and Contract Documents.
- 1.21. 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, at its discretion, accept future bids for the same Work or commodities from participants in such collusion.
- 1.22. 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 it is responsible, have a practical knowledge of the project bid upon and has 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.
- 1.23. Public Disclosure Record:** If the Bidder has knowledge of its employee(s) or Sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## **2.0. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Bid documents. 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 and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 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 authorized representative(s). 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 itself 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 its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative(s). 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 it 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 its authorized representative(s).
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the bid requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid 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 Bidder submits a written request for approval to the Purchasing Agent 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 Bidder 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. Bidders 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 its best skill and attention. The Contractor 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 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 Owner 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 its 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all Sub-Contractors, its agents and employees, and all other persons performing any of the Work under a Contract.
- 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 operations. At the completion of Work, shall remove

all waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery, and surplus materials.

- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interest's provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the Work performed as a result of responding to this Solicitation. With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

- 2.16.1. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- 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 bid award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.
- 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. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor will begin Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract Time/by the Completion Date.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

**2.22. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful Bidder has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

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

**2.24. Retention:** The Owner shall deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

**2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten (10) 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 re-advertise, or otherwise dispose of the Work as the City may determine best serves its interest.

**2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect,

refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** 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 its 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 fails to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

**2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project

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

- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it 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, it shall restore, at its 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 shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the

Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.

- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Offers must comply with all Federal, State, County and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 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 Owner employee shall have interest in the Contract resulting from this Invitation For Bid.
- 2.39. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work 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 at least thirty (30) days past notification.

- 2.40. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to:
- 2.40.1.** 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.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the 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 Section 9 "Affirmative Action/EEO."
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor 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 laws regulating immigration compliance.
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or 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 perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional services and materials necessary to perform the Work. 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 of the Contract Documents at any time in accordance with the terms thereof.
- 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, 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 Bidder 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 Sub-Contractors 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 Bidders:** 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 Sub-Contractors 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 Sub-Contractors 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 Bidder, proposed Sub-Contractors 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 Bidder shall furnish the Owner all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Bidder 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 a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificates of Insurance shall be submitted to the City within ten (10) days of Contract execution. 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 documents, plans, prints, designs, concepts, and work prepared pursuant to the Contract, etc., created by the Contractor for this project, shall become the property of the Owner. All information furnished by the Owner are and shall remain, Owner property.
- 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 claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- 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. **Governing Law:** Any agreement as a result of responding to this Invitation For Bid 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. Any action arising out of or under the Contract shall be in District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.56. **Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.57. **Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of or under a Contract.
- 2.58. **Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal

year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).

**2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 Owner. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on the Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

**2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

**2.60.1.** "Public Project" is defined as:

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

### **3.0. Statement of Work**

- 3.1. General:** The City is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, materials, and supplies required for the Persigo Wastewater Treatment Plant (WWTP) Sidewalk Replacement Project. All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.

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:** Concrete replacement project located at the City of Grand Junction's Persigo Wastewater Treatment Plant. This project generally includes removing approximately 132 square yards of 4" thick concrete sidewalk and constructing 217 square yards of new 6" thick concrete sidewalk, 15 square yards of 4" thick concrete sidewalk, place, and compact Class 6 aggregate base course, construct one concrete curb ramp, and a small amount of asphalt patching.

**3.3. Special Conditions & Provisions:**

**3.3.1. Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.3.2. Questions Regarding Solicitation Process/Scope of Work:**

Kathleen Franklin, Senior Buyer  
City of Grand Junction  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

**3.3.3. Project Manager:** The Project Manager for the Project is Lee Cooper, Wastewater Project Manager, who can be reached at (970) 256-4155 or email [leec@gjcity.org](mailto:leec@gjcity.org). During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Persigo Wastewater Treatment Plant

Attn: Lee Cooper, Wastewater Project Manager  
2145 River Rd.  
Grand Junction, CO 81505

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

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

**3.3.5. Prequalification:** Contractors must be prequalified in the following category to submit a bid response to this project:

- Concrete Sidewalk, Curb, & Gutter (CDOT Work code 12)

Contractors may view its approved prequalified categories by clicking the [Prequalification List Link](#). Application form for prequalification is available by clicking the [Application Link](#). Call 970-256-4082 for additional information.

**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 1.12, (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 and other law as applicable.
- 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 **25 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

All Work will be performed Monday – Friday, between the hours of 7:00 a.m. to 5:00 p.m.

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

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

- None

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

- None

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

- AutoCAD drawings for survey staking.

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

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

**3.3.17. Clean-Up:** The Contractor is responsible for cleaning up all loose materials which 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.

**3.3.18. Quality Control Testing:** Contractor and/or concrete supplier are responsible for Quality Control (QC) testing on the concrete. The City will perform all other necessary Quality Assurance (QA) testing on the Class 6 aggregate base course and the concrete.

The Contractor shall give the City Project Manager a minimum of 24 hours' notice for all testing needed. The City's consultant for all QA testing is RockSol Consulting Group.

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

- Construction Schedule
- Concrete Mix Design
- Class 6 Aggregate Base Course
- Asphalt Mix Design
- Detectable Warnings (Truncated Domes)

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

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

**3.3.22. Excess Material:** All excess materials shall be disposed in accordance with General Contract Conditions, Section 50.

**3.3.23. Existing Utilities and Structures:** Utilities were not potholed during design of this project. The location of existing utilities and structures show on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions, Section 37.

**3.3.24. 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.

**3.3.25. Survey:** The Contractor shall perform all necessary construction surveying for this project.

**3.3.26. Work to be Performed by the City (Prior to Construction):**

- None

**3.3.27. 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.

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

**3.3.29. Existing Irrigation/Sprinkler System:** City staff at the Persigo WWTP will be responsible for relocating and/or repairing any sprinkler heads and/or broken irrigation pipes during this project. The City will work to relocate and/or plug the existing sprinkler heads that are near the existing concrete sidewalk prior to the Contractor starting its work.

**3.3.30. Concrete Placement:** Due to the location of the concrete sidewalks that are part of this project, the Contractor shall be prepared to use a concrete pumper truck to deliver concrete to the sidewalk locations.

**3.4. Scope of Work:** This project generally includes removing approximately 132 square yards of 4" thick concrete sidewalk and constructing 217 square yards of new 6" thick concrete sidewalk, 15 square yards of 4" thick concrete sidewalk, place, and compact Class 6 aggregate base course, construct one concrete curb ramp, and a small amount of asphalt patching.

**3.5. Attached Documents:**

- Appendix A: Project Submittal Form
- Appendix B: Construction Drawings

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

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

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	July 17, 2023	
Non-Mandatory Pre-Bid Meeting	August 3, 2023,	9:00 a.m.
Inquiry deadline, no questions after this date	August 9, 2023	
Addendum Posted	August 11, 2023	
Submittal deadline for bids	August 16, 2023,	2:00 p.m.
City Council Approval <i>(if required)</i>	September 6, 2023	
Notice of Award & Contract execution	September 8, 2023	
Bonding & Insurance Cert due	September 15, 2023	
Preconstruction meeting	To Be Determined	
Work begins no later than	Receipt of Notice to Proceed	
Final Completion	25 Calendar Days from start date of Notice to Proceed	

Holidays:

Labor Day	September 4, 2023
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## 4.0. Contractor's Bid Form

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

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement 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 it is a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the bid with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

## Bid Schedule: IFB-5268-23-K "Persigo WWTP Sidewalk Replacement"

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Full Depth)	5.	Sq. Yd.	\$ _____	\$ _____
2	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	132.	Sq. Yd.	\$ _____	\$ _____
3	202	Removal of Sod	1,209.	Sq. Ft.	\$ _____	\$ _____
4	208	Concrete Washout Facility	1.	Each	\$ _____	\$ _____
5	304	Aggregate Base Course (Class 6) (6" Thick)	15.	Sq. Yd.	\$ _____	\$ _____
6	304	Aggregate Base Course (Class 6) (8" Thick)	255.	Sq. Yd.	\$ _____	\$ _____
7	401	Hot Bituminous Pavement (Patching) (5 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	5.	Sq. Yd.	\$ _____	\$ _____
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16.	Sq. Yd.	\$ _____	\$ _____
9	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	15.	Sq. Yd.	\$ _____	\$ _____
10	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	217.	Sq. Yd.	\$ _____	\$ _____
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24.	Sq. Ft.	\$ _____	\$ _____
12	620	Portable Sanitary Facility	1.	Each	\$ _____	\$ _____
13	625	Construction Surveying	1.	Lump Sum	\$ _____	\$ _____
14	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>3,000.00</u>
					<b>Bid Amount:</b>	<b>\$ _____</b>

**Total Bid Amount written:**

**dollars**

## Bid Schedule: Persigo WWTP Sidewalk Replacement

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
----------	-----------------	-------------	----------	-------	------------	-------------

<b>Contractor Name:</b>
-------------------------

<b>Contractor Address:</b>
----------------------------

<b>Contractor Phone #:</b>
----------------------------

**Appendix A**  
**Project Submittal Form**

**PROJECT SUBMITTAL FORM**

**PROJECT:** IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement Project"

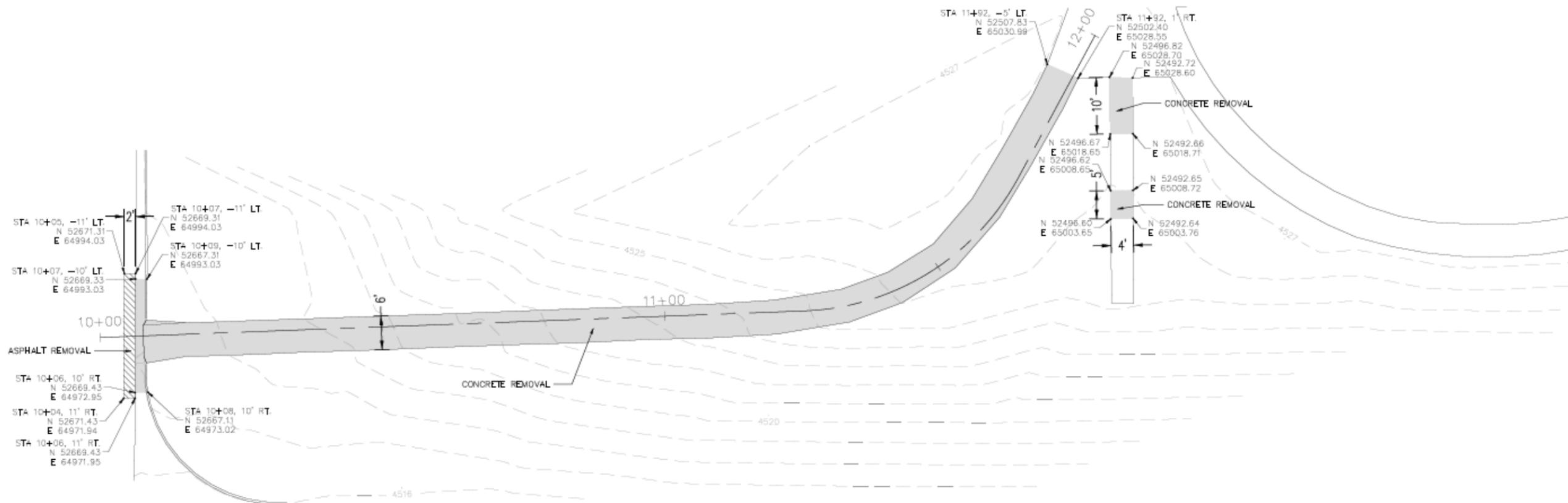
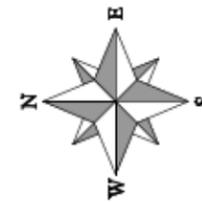
**CONTRACTOR:** \_\_\_\_\_

**PROJECT MANAGER:** Lee Cooper, P.E.

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<b>STREET &amp; SIDEWALK CONSTRUCTION</b>				
Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
Asphalt Mix Design: Grading SX, Binder Grade PG 64-22				
Aggregate Base Course Gradation, Proctor Curve Class 6				
Concrete Mix Design - (CDOT Class D, 4500 psi @ 28-day)				
Detectable Warnings (Truncated Domes)				
PERMITS, PLANS, OTHER				
Construction Schedule				

**Appendix B**  
**Construction Drawings**



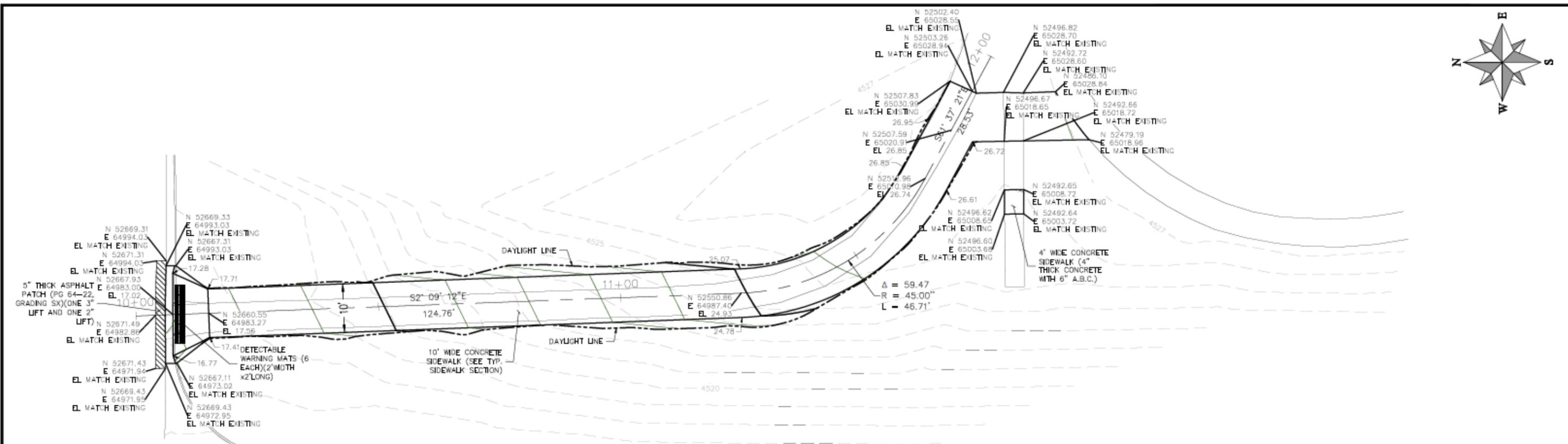
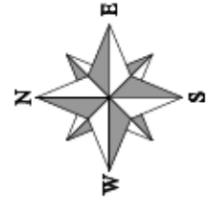
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REVISION A XXX		202X	DRAWN BY DJM DATE 06/2023
REVISION B XXX		202X	DESIGNED BY LC DATE 06/2023
REVISION C XXX		202X	CHECKED BY LC DATE 06/2023
REVISION D XXX		202X	APPROVED BY LC DATE 06/2023

SCALES: PLAN & PROFILE	
HORIZONTAL	1" = 20'
VERTICAL	1" = 5'

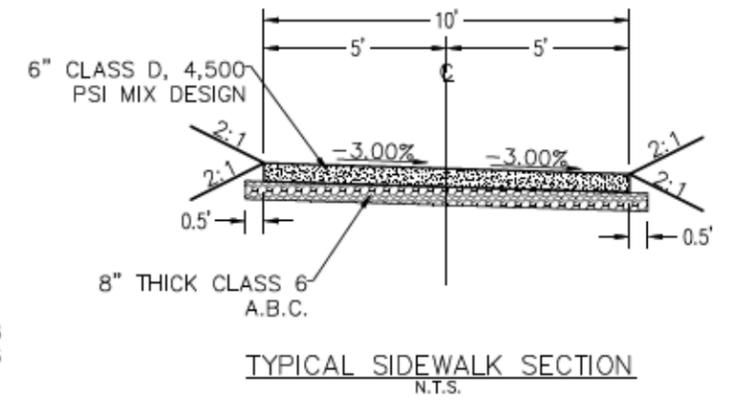
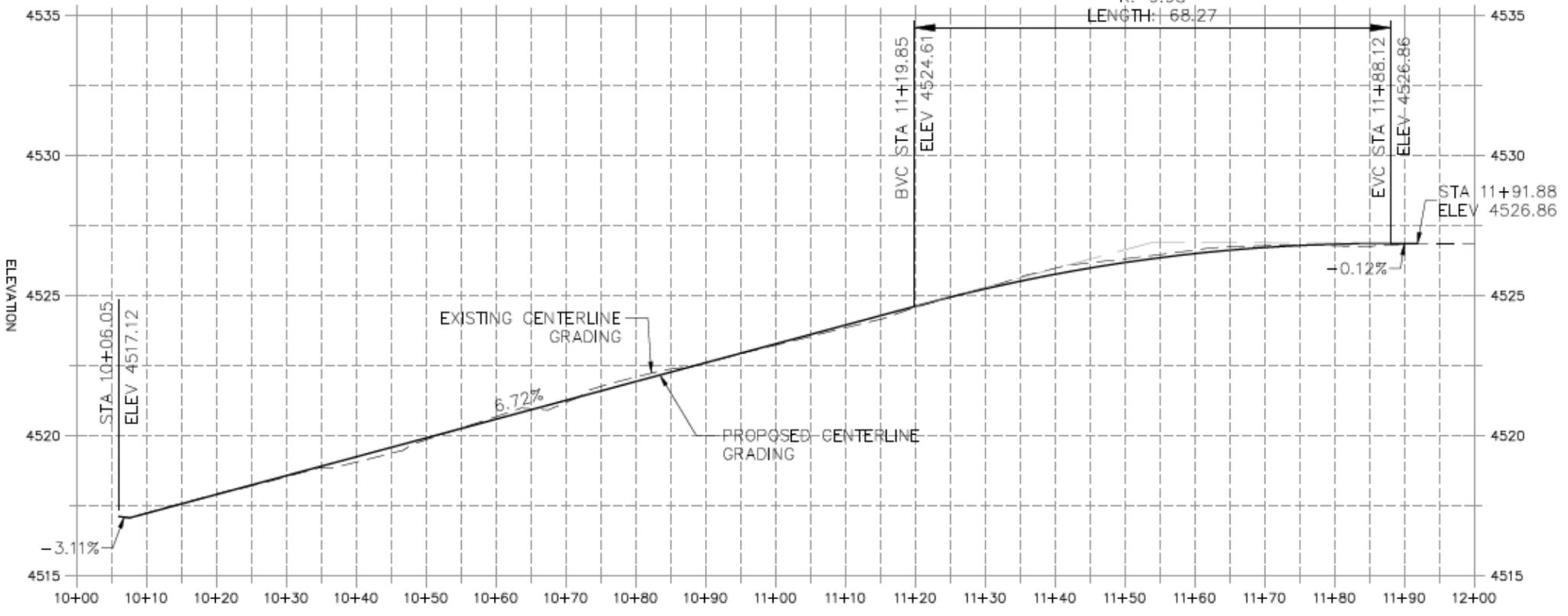


PUBLIC WORKS  
ENGINEERING DIVISION

PERSIGO SIDEWALK REPLACEMENT  
REMOVAL PLAN  
STA 10+00 TO STA 12+00



HP STA: 11+86.90  
 HP ELEV: 4526.862  
 PM STA: 11+53.95  
 PM ELEV: 4526.90  
 K: 9.98  
 LENGTH: 68.27

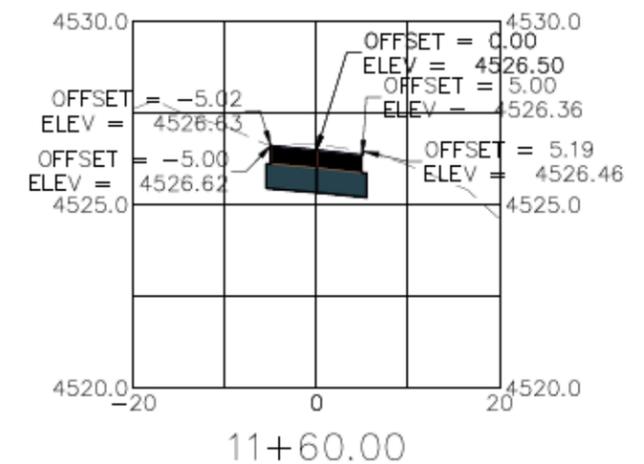
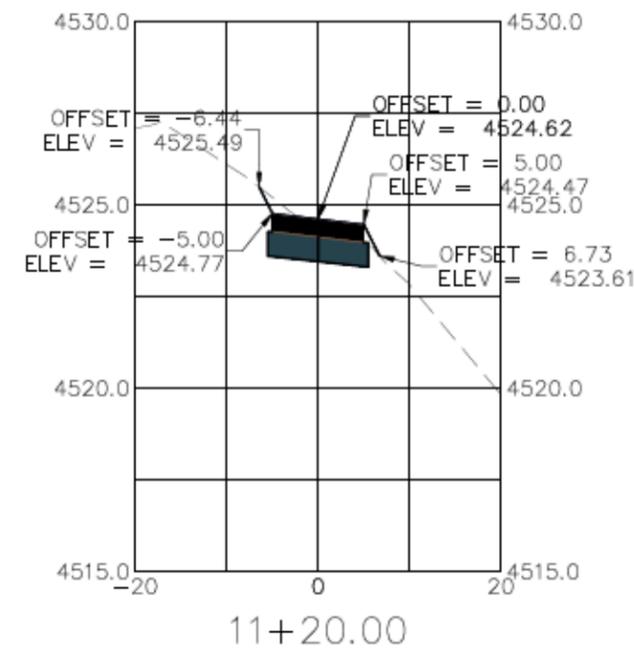
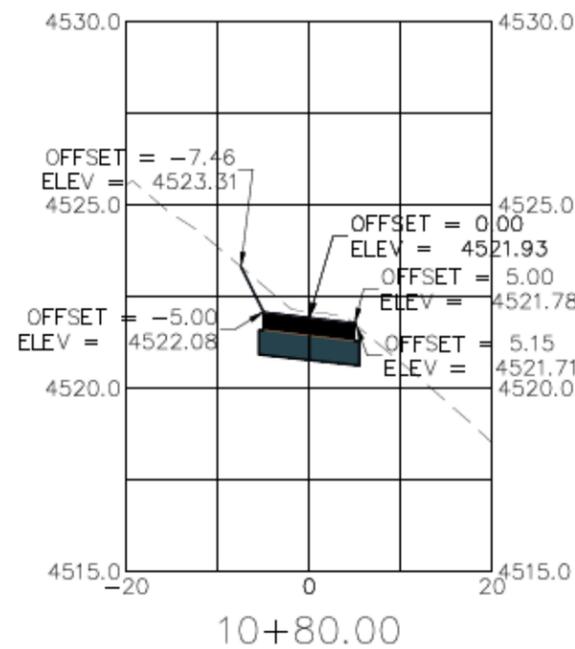
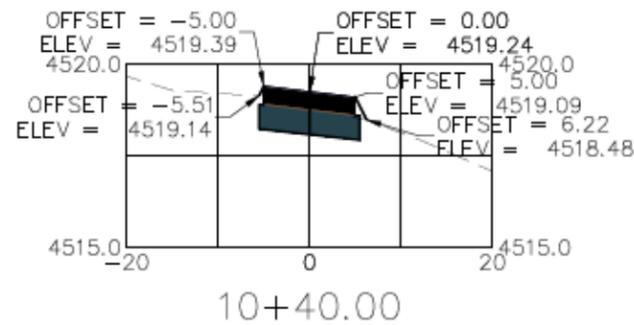
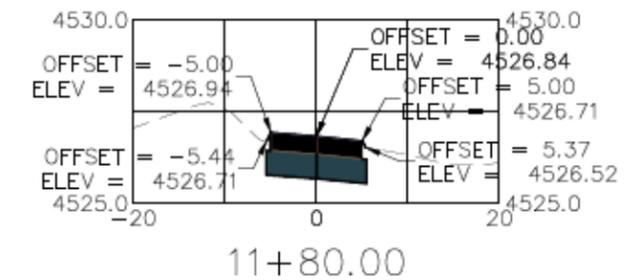
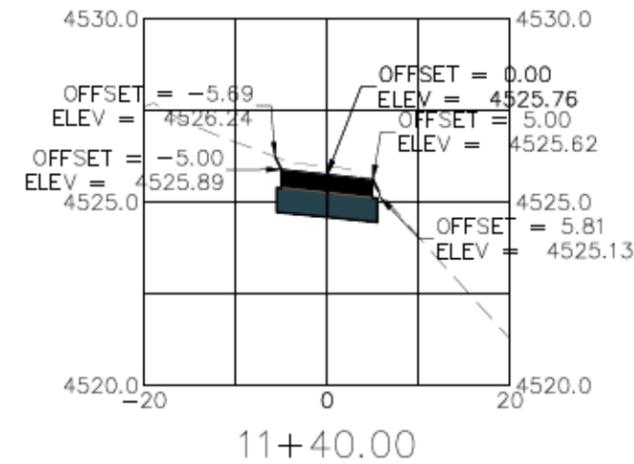
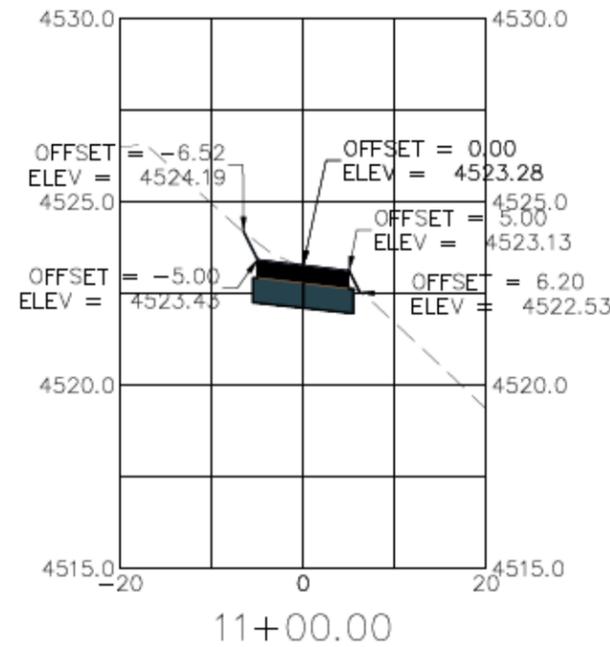
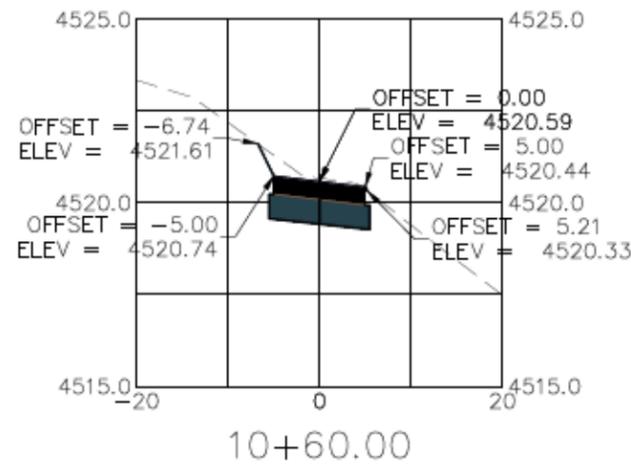


REVISION	DESCRIPTION	DATE	PROJECT NO. F210703	SCALES: PLAN & PROFILE
REVISION Δ XXX		202X	DRAWN BY DJM	HORIZONTAL 1" = 20'
REVISION Δ XXX		202X	DESIGNED BY LC	0 5 10 20
REVISION Δ XXX		202X	CHECKED BY LC	VERTICAL 1" = 5'
REVISION Δ XXX		202X	APPROVED BY LC	0 1.25 2.5 5



PUBLIC WORKS  
 ENGINEERING DIVISION

PERSIGO SIDEWALK REPLACEMENT  
 SIDEWALK PLAN AND PROFILE  
 STA 10+00 TO STA 12+00



REVISION	DESCRIPTION	DATE	PROJECT NO. F210703
REVISION A XXX		202X	
REVISION B XXX		202X	
REVISION C XXX		202X	
REVISION D XXX		202X	

SCALE	DATE
HORIZONTAL 1" = 20'	06/2023
VERTICAL 1" = 5'	06/2023



**PUBLIC WORKS  
ENGINEERING DIVISION**

**PERSIGO SIDEWALK REPLACEMENT  
SIDEWALK CROSS SECTIONS  
STA 10+00 TO STA 12+00**

## **ADDENDUM NO. 1**

**DATE:** August 4, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

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

Please make note of the following clarifications:

1. **Q:** Is there a way to get an aerial map photo of where the work is being completed, its hard to tell based on the plans. Also is there a way to get some site pictures, to determine how to get concrete in place? Or meet at location?

**A:** City of Grand Junction GIS is a great resource, enter address in search field.  
<https://external-gis.qicity.org/City%20Map%20External/>

Providing an aerial photo of the project site does not show the elevation differences and slopes specific to this project. Scheduling an alternate Non-mandatory Pre-Bid Meeting on Tuesday, August 8, 2023, at 9:00 a.m. to encourage interested Contractors to visit site.

2. Revised sections of Solicitation to add an alternate pre-bid meeting:

**1.2. Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m. or alternate non-mandatory pre-bid meeting on August 8, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.3.1 Non-Mandatory Pre-Bid Meeting:** Interested Contractors are strongly encouraged to attend a non-mandatory pre-bid meeting on **August 3, 2023, at 9:00 a.m. or alternate non-mandatory pre-bid meeting on August 8, 2023, at 9:00 a.m.** Meeting location will be the **Persigo Wastewater Treatment Plant** Administration Building, Training Room, located at 2145 River Rd, Grand Junction, CO 81505. The purpose of this site visit meeting will be to inspect and clarify the contents of this Invitation for Bid (IFB). *Nothing stated during this site visit meeting will modify the solicitation. Only information provided in an addendum can modify the IFB.*

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	July 17, 2023
Non-Mandatory Pre-Bid Meeting	August 3, 2023, 9:00 a.m.
<b>Alternate Non-Mandatory Pre-Bid Meeting</b>	<b>August 8, 2023, 9:00 a.m.</b>
Inquiry deadline, no questions after this date	August 9, 2023
Addendum Posted	August 11, 2023
Submittal deadline for bids	August 16, 2023, 2:00 p.m.
City Council Approval <i>(if required)</i>	September 6, 2023
Notice of Award & Contract execution	September 8, 2023
Bonding & Insurance Cert due	September 15, 2023
Preconstruction meeting	To Be Determined
Work begins no later than	Receipt of Notice to Proceed
Final Completion	25 Calendar Days from start date of Notice to Proceed

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

All other conditions of subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado

## **ADDENDUM NO. 2**

**DATE:** August 10, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Persigo WWTP Sidewalk Replacement Project IFB-5268-23-KF

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

Please make note of the following clarifications:

1. Revised Solicitation Section 3.3.28  
**ACI Concrete and Flatwork Finisher and Technician:** Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

Craftsman certificate verification will be required at time of bid opening. Contractor to provide information in section 4.0 of this solicitation.

2. Contractors shall use 4.0 Contractor's Bid Form (Addendum 2) version attached for bid submittal.

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

All other conditions of subject remain the same.

Respectfully,



Kathleen Franklin, Senior Buyer  
City of Grand Junction, Colorado

## **4.0. Contractor's Bid Form (Addendum 2)**

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

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement 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 it is a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the bid with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: \_\_\_\_\_

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

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

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its 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.

Craftsman holding ACI Concrete and Flatwork Certification:

Full Name: \_\_\_\_\_  
\* Last Name (must be an exact match to ACI website) \*

Certification ID Number: \_\_\_\_\_

Expires: \_\_\_\_\_

Alternate Flatwork Finisher certification will require photocopy of certificate, to be approved by the City Engineering Manager.

ACI information provided by: \_\_\_\_\_

Company & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

## 4.0. Contractor's Bid Form (Addendum 2)

Bid Date: 08/16/2023

Project: IFB-5268-23-KF "Persigo WWTP Sidewalk Replacement Project"

Bidding Company: Agave Construction, LLC

Name of Authorized Agent: Leo Pace

Email: leo@agave-construction.com

Telephone: (970) 640-3237 Address: 623 25 Rd

City: Grand Junction State: Colorado zip: 81505

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

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

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

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

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

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

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

State number of Addenda received: 2

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: Agave Construction, LLC

Authorized Signature: Leo Pace

Title: President

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

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<u>Rolland Consulting Engineers</u>	<u>Survey</u>	<u>3</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its 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.

Craftsman holding ACI Concrete and Flatwork Certification:

Full Name: Leo Pace  
\* Last Name (must be an exact match to ACI website) \*  
Certification ID Number: 02033431  
Expires: 05/14/2025

Alternate Flatwork Finisher certification will require photocopy of certificate, to be approved by the City Engineering Manager.

ACI information provided by: Leo Pace  
Company & Title: Agave Construction, LLC. President  
Signature: Leo Pace

**Bid Schedule: IFB-5268-23-K "Persigo WWTP Sidewalk Replacement"**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Full Depth)	5	Sq. Yd.	\$ <u>8.00</u>	\$ <u>40.00</u>
2	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	132	Sq. Yd.	\$ <u>8.00</u>	\$ <u>1,056.00</u>
3	202	Removal of Sod	1,209	Sq. Ft.	\$ <u>2.50</u>	\$ <u>3,022.50</u>
4	208	Concrete Washout Facility	1	Each	\$ <u>500.00</u>	\$ <u>500.00</u>
5	304	Aggregate Base Course (Class 6) (6" Thick)	15	Sq. Yd.	\$ <u>6.00</u>	\$ <u>90.00</u>
6	304	Aggregate Base Course (Class 6) (8" Thick)	255	Sq. Yd.	\$ <u>6.00</u>	\$ <u>1,530.00</u>
7	401	Hot Bituminous Pavement (Patching) (5" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	5	Sq. Yd.	\$ <u>98.00</u>	\$ <u>490.00</u>
8	608	Concrete Curb Ramp (6" Thick) (Class D, 4,500 psi Mix Design) (See City Std. Detail C-07)	16	Sq. Yd.	\$ <u>180.00</u>	\$ <u>2,880.00</u>
9	608	Concrete Sidewalk (4" Thick) (Class D, 4,500 psi Mix Design)	15	Sq. Yd.	\$ <u>93.50</u>	\$ <u>1,402.50</u>
10	608	Concrete Sidewalk (6" Thick) (10' Wide) (Class D, 4,500 psi Mix Design)	217	Sq. Yd.	\$ <u>102.00</u>	\$ <u>22,134.00</u>
11	608	Detectable Warning (Wet Set) (6 Total) (Cast Iron Style)	24	Sq. Ft.	\$ <u>30.00</u>	\$ <u>720.00</u>
12	620	Portable Sanitary Facility	1	Each	\$ <u>120.00</u>	\$ <u>120.00</u>
13	625	Construction Surveying	1	Lump Sum	\$ <u>1,200.00</u>	\$ <u>1,200.00</u>
14	626	Mobilization	1	Lump Sum	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>3,000.00</u>
<b>Bid Amount:</b>						\$ <u>40,685.00</u>

**Total Bid Amount written:**

**dollars**

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Agave Construction, LLC  
623 25 Road  
Grand Junction, CO 81505

**SURETY:**

(Name, legal status and principal place of business)

American Southern Insurance Company  
365 Northridge Road, Suite 250  
Atlanta, GA 30350

**OWNER:**

(Name, legal status and address)

City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

**BOND AMOUNT:** Five Percent of Amount Bid Not to Exceed Five Thousand and no/100 Dollars (5% NTE \$5,000.00)

**PROJECT:**

(Name, location or address, and Project number, if any)

Persigo WWTP Sidewalk Replacement

Project Number, if any:

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

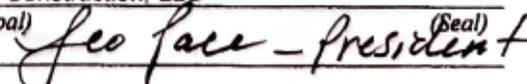
Signed and sealed this 16th day of August, 2023.

  
(Witness)

  
(Witness)

Agave Construction, LLC

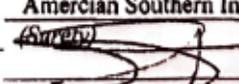
(Principal)

 - President (Seal)

(Title)

American Southern Insurance Company

(Surety)

 , Attorney In Fact (Seal)

(Title) Stefan E. Tauger

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13th day of April 2022.

Attest:



Melonie A. Coppola, Secretary

STATE OF GEORGIA

SS:

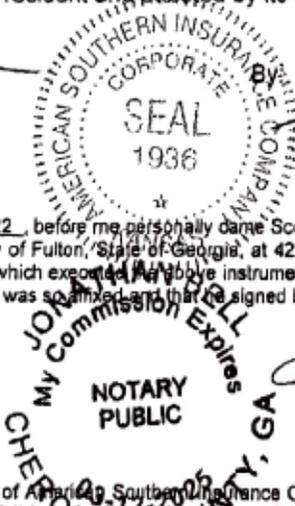
COUNTY OF FULTON

On this 13th day of April 2022, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so annexed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA

SS:

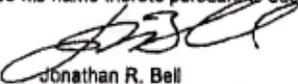
COUNTY OF FULTON



American Southern Insurance Company



Scott G. Thompson, President

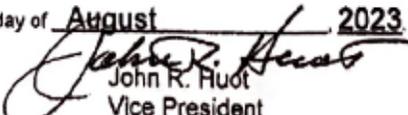


Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 16th day of August 2023.

Power No. 53800



John R. Huot  
Vice President

# AMERICAN CONCRETE INSTITUTE

*This is to certify that*

**LEO PACE**

*has demonstrated knowledge and ability by  
successfully completing the ACI Certification  
requirements and is hereby recognized as an*

**ACI Advanced Concrete Flatwork Finisher**

**Certified Date: 05/15/2020**

**Expires: 05/14/2025**



**Examiner of Record: Prometric Testing Centers**

*ACI Managing Director of Certification*

*The Authenticity of this certification can be verified at [www.ACICertification.org/verify](http://www.ACICertification.org/verify)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2023

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.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506		<b>CONTACT NAME:</b> Moody-Valley Insurance Agency <b>PHONE (A/C, No, Ext):</b> (970) 248-8300 <b>FAX (A/C, No):</b> (970) 242-1894 <b>E-MAIL ADDRESS:</b> certrequestgj@moodyins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Co of South Carolina	<b>NAIC #</b> 19259
		<b>INSURER B:</b> Pinnacle Assurance	41190
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b> Agave Construction LLC 623 25 Rd Grand Junction CO 81505			

**COVERAGES**

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S2325567	05/10/2023	05/10/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPI/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2325567	05/10/2023	05/10/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			S2325567	05/10/2023	05/10/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4192296	05/01/2023	05/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased & Rented Equipment			S2325567	05/10/2023	05/10/2024	Limit ACV \$50,000 Deductible \$1,000

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

City of Grand Junction and its elected and appointed officials, employees, and volunteers are included as additional insured in regards to the appropriate policies only.

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Junction Public Works 250 N 5th St  Grand Junction CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Moody-Valley Insurance Agency</i>
--	---

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## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Moody-Valley Insurance Agency, Inc.		<b>NAMED INSURED</b> Agave Construction LLC	
<b>POLICY NUMBER</b> _____		<b>EFFECTIVE DATE:</b> _____	
<b>CARRIER</b> _____	<b>NAIC CODE</b> _____		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

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

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

**General Liability:**

Blanket Additional Insured status applies only to the extent provided in form CG 7300 0119; CG 7988 0119 when required by written contract.  
 Blanket Waiver of Subrogation applies only to the extent provided in form CG 7300 0119 when required by written contract.  
 Primary and Non-Contributory status only to the extent provided in form CG 7300 0119 when required by written contract.  
 Designated Project & Location General Aggregate applies only to the extent provided in form CG2503 05/19; & CG2504 0509 when required by written contract.

**Auto Liability:**

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

**Excess Liability:**

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

**Worker's Compensation:**

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

**IMPORTANT:**

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

NCCI #: WC000313B  
Policy #: 4192296

Agave Construction, LLC  
623 25 Road  
Grand Junction, CO 81505

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

**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

**SCHEDULE**

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

Effective Date: May 1, 2023 Expires on: May 1, 2024  
Pinnacol Assurance has issued this endorsement May 2, 2023

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

COMMERCIAL GENERAL LIABILITY  
CG 79 88 01 19

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### 1. BLANKET ADDITIONAL INSURED

##### a. Ongoing Operations

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

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

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

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

##### b. Completed Operations

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

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

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

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

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

**d. Exclusions**

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

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

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

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

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

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

**e. Conditions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. FELLOW EMPLOYEE EXTENSION**

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

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

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

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

**5. CONTRACTUAL LIABILITY (RAILROADS)**

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

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

Any easement or license agreement;

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

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

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

**e. Contractual Liability**

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

**7. WAIVER OF GOVERNMENTAL IMMUNITY**

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

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

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

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

# ElitePac®

## General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00 01 19

### SUMMARY OF COVERAGES (including index)

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

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

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Page 1 of 9

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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 73 00 01 19

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

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

**COVERAGES - Amendments**

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

**EXCLUSIONS**

**Employer's Liability Amendment**

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

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

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

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

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

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

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

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

This exclusion does not apply to:

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

**Damage To Premises Rented to You**

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

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

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

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

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

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

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

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

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

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

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

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

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

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

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

a. **Any Insured**

To any insured.

This exclusion does not apply to:

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

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

##### **Product Amendment**

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

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

##### **Employees As Insureds Modified**

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

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

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

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

- a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B.** The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

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

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

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

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

(All other provisions of this section remain unchanged)

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

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

##### **A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

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

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

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

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

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

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

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

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

## **B. Other Additional Insureds**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This insurance does not apply to:

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

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

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

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

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

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

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

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

#### **Incidental Malpractice**

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

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

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

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

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

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

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

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

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

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

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

**Primary and Non-Contributory Provision**

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

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

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

**Unintentional Failure To Disclose Hazards**

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

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

**Waiver Of Transfer Of Rights Of Recovery**

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

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

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

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

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

**Liberalization**

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

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

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

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

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

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

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

**SECTION V - DEFINITIONS**

**Discrimination**

(This provision does not apply in New York).

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

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

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

b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

**B.** The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

#### **Electronic Data**

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

#### **Employee Amendment**

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

#### **Golfing Facility**

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

#### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

#### **Not-for-profit Member**

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2325567

COMMERCIAL GENERAL LIABILITY  
CG 25 03 05 09

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

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

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

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- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

# DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2325567

COMMERCIAL GENERAL LIABILITY  
CG 25 04 05 09

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Location(s):**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

# OTHER INSURANCE CONDITION FOR ADDITIONAL INSURED — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY  
CXL 449 06 17

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

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph **H. Other Insurance**:

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph **A.5.**, this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other insurance unless:

- a. The additional insured is a Named Insured under such other insurance;
- b. The additional insured is included as an additional insured on an "underlying policy";
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other insurance provided to the additional insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY  
CXL 456 03 20

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

**A. The following is added to Paragraph M. Transfer Of Rights Of Recovery Against Others To Us under SECTION IV - CONDITIONS:**

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

1. To waive any right of recovery against that person or organization;
2. To include such person or organization as an additional insured on an "underlying policy"; or
3. To assume the liability of that person or organization and that written contract or agreement qualifies as an "insured contract"; and
4. The "underlying insurance" contains a substantially similar waiver of recovery rights.

This endorsement applies only if the "bodily injury" or "property damage" occurs subsequent to all parties' execution of the written contract or written agreement.

**B. The following Definition is added to SECTION V - DEFINITIONS:**

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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