



NOTICE TO PROCEED

Date: October 18, 2023

Contractor: M.A. Concrete Construction, Inc.

Project: 2023 Sewer Replacements – Various Locations IFB-5289-23-DD

In accordance with the contract dated October 5, 2023, the Contractor is hereby notified to begin work on the Project on or before October 23, 2023.

The date of final completion as determined is December 10, 2023.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: DocuSigned by:
Andy Azcarraga
B79F568890F14D6..._____

Print Name: Andy Azcarraga

Title: project manager

Date: 10/20/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **5th day of October 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 **M. A. Concrete Construction, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses 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 **2023 Sewer Replacements – Various Locations IFB-5289-23-DD.**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **2023 Sewer Replacements – Various Locations IFB-5289-23-DD**
- Notice of Award
- Contractor’s Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, **the Lump Sum Amount of Two Hundred, Seventy-Three Thousand, Six Hundred, Sixteen and 00/100 Dollars (\$273,616.00)**. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general

circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. Thirty (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 Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents; such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff, Jr. Contracts Administrator

10/9/2023
Date

M. A. Concrete Construction, Inc.

DocuSigned by:
By: Andy Azcarraga
879F508890F14D5...
Andy Azcarraga Vice President

10/6/2023
Date



NOTICE OF AWARD

Date: October 5, 2023
Company: M. A. Concrete Construction, Inc.
Project: 2023 Sewer Replacements – Various Locations IFB-5289-23-DD

You have been awarded the City of Grand Junction Contract for the 2023 Sewer Replacements – Various Locations (IFB-5289-23-DD for a lump sum fee of **\$273,616.00**.

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

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: M.A. Concrete Construction, Inc.
By: *Andy Azcarraga*
Title: project manager
Date: 10/6/2023



Purchasing Division

Invitation for Bid

IFB-5289-23-DD

2023 Sewer Replacement – Various Locations

Responses Due:

September 18th, 2023, Prior to 2:00 PM

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)

www.bidnetdirect.com/colorado

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

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

Invitation for Bids

Table of Contents

Section 1	Instruction to Offerors
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments
	A: Arial Photos (Locations Map)

1. Instructions to Offerors

NOTE: 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:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer
dollyd@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:** **Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on August 31st at 10:00AM.** Meeting location shall be in the City Hall Auditorium located at 250 N 5th St, Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the 2023 Sewer Replacement at selected sites requiring repair – Railyard Manhole, 30 Road at Grand Valley Canal and 25th Street. This construction is required to repair failing sanitary sewer pipe and manholes. Additional repair locations as identified by the Owner may be added and addressed on an as needed basis. 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. The term Owner means the Owner or its authorized representative.
- 1.5 Compliance:** All Offerors, 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 clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.6 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.

- 1.7 **Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

Bid Opening Sewer Replacement Various Locations IFB-5289-23-DD

Sep 18, 2023, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/320519565>

You can also dial in using your phone.

Access Code:

320-519-565

United States:

[+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID:

320-519-565

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

320519565@67.217.95.2 or 67.217.95.2##320519565

Get the app now and be ready when your 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.
- 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 Offeror.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted. Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid. All blank spaces in the Price Bid Schedule must be properly filled out.

Bids by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form.

The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.10 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.11 Contract Documents:** The complete IFB and Offeror'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, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.14 Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
 - a. Examine the *Contract Documents* thoroughly.
 - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Study and carefully correlate Offeror'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 Offeror access to the site to conduct such investigations and tests as each Offeror deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface,

subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the Offeror deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Offerors, 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>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.17 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.18 Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions, 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 Offeror, 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. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror 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 Offeror has not taken exception, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.21 Collusion Clause:** Each Offeror 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 Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.22 Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, 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.

Contractor may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project bid upon and that 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 an Offeror and Bid:

- a. More than one Bid is submitted for the same Work from an individual, Contractor, or corporation under the same or different name: and
 - b. Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.
- 1.23 Public Disclosure Record:** If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror 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. 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 local 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 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 its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize 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. 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.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the 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 Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of

Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of 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 with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its 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 interests' 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 professional Services 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 proposal award. Contractor shall pay any judgment with cost 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 Offeror 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 Offeror to satisfy the City of its ability to complete the Work within the Contract time set forth in the Contract Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin the 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 Offeror 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 Offeror 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 Offeror 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 will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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 shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

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

Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.

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

Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.34 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35 Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36 Compliance with Laws:** 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 City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39 Contract Termination:** This 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 services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national

origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.40.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions 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 nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to 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 costs resulting in additional Work, materials and/or administration services 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 Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

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

2.49. Evaluation of Bids and Offerors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

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

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

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

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

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

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

2.50. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Offeror shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract

execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Offeror'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 Offeror in the same manner as previously prescribed.

- 2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any 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. Venue:** 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.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Offeror 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 this 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/Board of County Commissioners for the stated fiscal year only. State of Colorado 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 obligations as required by Art 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 City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the

participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on 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. Statement of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the 2023 Sanitary Sewer Replacement Railyard on 30 road at Grand Valley Canal 27 Road Project.

3.2. PROJECT DESCRIPTION: Includes bypass pumping, replacing manholes, asphalt "T" patches and replacing disturbed irrigation piping.

3.3. SPECIAL CONDITIONS & PROVISIONS: See attached Project Manual.

3.3.1 Non-Mandatory Pre-Bid Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on August 31, 2023, at 10:00AM. Meeting location shall be in the City Hall Auditorium located at 250 N 5th St, Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Dolly Daniels; Senior Buyer
City of Grand Junction
dollyd@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Toby Thieman, Project Engineer, who can be reached at (970) 712-2757. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works
Attn: Toby Thieman, Project Manager
744 N. 7th St
Grand Junction, CO 81501

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

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

3.3.5 Pre-Qualification: Contractors are not required to be pre-qualified for this Project. Since this project is estimated to be less than \$500,000.

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

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

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

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

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

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

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

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror 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 **40 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

All Work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

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:

Mesa County Stormwater Permit – if necessary
Mesa County Dewatering Permit – if necessary
CDOT Permit – if necessary

City of Grand Junction Right-of-Way Permit – where necessary

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

Door Hangers

3.3.15 Project Sign: Project Signs, if any, will be furnished and installed by the City.

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

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the work is scheduled to begin.

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

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

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

- 30 Road can have lane alignment and one lane each way
- 25th Street will have one lane open with flaggers
- Railyard will not need traffic control

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

3.3.21 Quality Control Testing: Contractor shall perform Quality Control testing on concrete soil compaction and asphalt densities at least as often as the Quality Assurance frequency states in City Standards UU-3.

3.3.22 Quality Assurance Testing: The City of Grand Junction will perform all other necessary Quality Assurance Testing.

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

Traffic Control Plans

- Project Schedule
- Pipe material and fittings
- Manhole Design
- Asphalt Design mix
- Concrete Design Mix

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

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

3.3.26 Excess Material: All excess materials shall be disposed in accordance with General Contract Condition Section 50.

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

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

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

3.3.30 Work to be Performed by the City (Prior to Construction):

- Sign removal and relocation

3.3.31 Existing Concrete Sidewalks, Pans, Fillets, Curbs, and Gutters: The existing sidewalks, pans, fillets, curbs, and gutters 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.

3.4 SCOPE OF WORK: This project has three locations:

- 1.) Removing and replace one brick manhole C4-261-001 in the Railyard between South Avenue and 4th Avenue with reconnection to 4 live sanitary sewer lines.
- 2.) Remove 375 lineal feet of 8" VCP Sanitary Sewer pipe and replace with 8" PVC and one Manhole E1-272-046 in 25th street. This is the sewer main behind Tequila's and Wienerschnitzel on the north side of North Avenue.

3.) Remove and replace 91 linear feet of 8” diameter VCP that has been deformed. From Manhole E2-292-002 to Manhole E2-292-003. On the south side of the canal there is 17 linear feet of 8” VCP that needs to be removed and replaced due to a misaligned pipe joint 17’ north of the Manhole E2-292-005.

Included in this contract is removal of asphalt, milling where replacement of asphalt meets with existing asphalt. All asphalt that is removed with painted traffic control lines or parking lines must be repainted. Sanitary sewer bypass pumping where used will be required to have a representative on site 100% of the time bypassing is occurring. Traffic control & an approved traffic plan is required. Plan on trench boxes and practice OSHA safety. Ground water is expected.

Additional repair locations as identified by the Owner may be added and addressed on an as needed basis.

3.5 Attachments:
A: Arial Photos (Locations)

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

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	August 18, 2023
Non-Mandatory Pre-Bid Meeting	August 31, 2023 10:00 AM
Inquiry deadline, no questions after this date	September 6, 2023
Addendum Posted	September 8, 2023
Submittal deadline for proposals	September 18, 2023
City Council Approval (if required)	October 4, 2023
Notice of Award & Contract execution	October 5, 2023
Bonding & Insurance Cert due	October 12, 2023
Preconstruction meeting	October 16, 2023
Work begins no later than	Receipt of Notice to Proceed
Final Completion	40 Calendar Days from Notice to Proceed
 Holidays:	
Labor Day	September 4 th
Veterans Day (observed)	November 10 th
Thanksgiving Day	November 23 rd
Day after Thanksgiving	November 24 th

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5289-23-DD "2023 Sewer Replacement – Various Locations"

Bidding Contractor: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____.

It is the responsibility of the Offeror 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 Offeror proposes to subcontract the following portion of Work:

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

The undersigned Offeror 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 Offeror 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 Offeror or with any competitor.

Bid Schedule: Sanitary Sewer Replacement – Various Locations IFB-5289-23-DD

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30 Road						
1	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Native Backfill Material)	109.	LF	\$ _____	\$ _____
2	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft ³)	18.	Ton	\$ _____	\$ _____
3	108.3	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1.	Lump Sum	\$ _____	\$ _____
4	108.3	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1.	Each	\$ _____	\$ _____
5	108.3	Portable Sanitary Facility	1.	Each	\$ _____	\$ _____
6	625.11a	Construction Surveying (Includes As-Built Drawings)	1.	Each	\$ _____	\$ _____
7	626	Mobilization	1.	Each	\$ _____	\$ _____
8	630.09	Traffic Control (Complete in Place)	1.	Each	\$ _____	\$ _____
9	108.3	Removal of Asphalt Mat (Full Depth)	73.	Sq Yd	\$ _____	\$ _____
10	108.3	Removal of Asphalt Mat (Plaining) (2" Thick for T-Top Section)	51.	Sq Yd	\$ _____	\$ _____
11	108.3	Aggregate Base Course (Class 6) (12" thick)	73.	Sq Yd	\$ _____	\$ _____
12	108.3	Hot Bituminous Pavement (Patching) (2 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Lift Bottom Mat)	73.	Sq Yd	\$ _____	\$ _____

13	108.3	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (T-Top)	124.	Sq Yd	\$ _____	\$ _____
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14	108.2	Repaint Traffic Control Striping to match existing	1.	Each	\$ _____	\$ _____
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South Avenue Railyard Manhole

15	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	6.	Lf	\$ _____	\$ _____
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16	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	12.	Lf	\$ _____	\$ _____
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17	108.5	Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	1.	Each	\$ _____	\$ _____
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18	108.5	Manhole Barrel Section (D>5') (60" I.D.)	17.	Ft	\$ _____	\$ _____
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19	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft3)	5.	Ton	\$ _____	\$ _____
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20	103.13	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1.	Each	\$ _____	\$ _____
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21	202	Portable Sanitary Facility	1.	Each	\$ _____	\$ _____
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22	625.11a	Construction Surveying (Includes As-Built Drawings)	1.	Each	\$ _____	\$ _____
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23	626	Mobilization	1.	Each	\$ _____	\$ _____
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25th Street - Tequila's & Wienerschnitzel

24	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and connection to Service)	10.	Ft	\$ _____	\$ _____
25	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	374.	Ft	\$ _____	\$ _____
26	108.5	Manhole Barrel Section (D>5') (48" I.D.)	4.	Ft	\$ _____	\$ _____
27	108.5	Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	1.	Each	\$ _____	\$ _____
28	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft ³)	20.	Ton	\$ _____	\$ _____
29	108.2	8" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	6.	Each	\$ _____	\$ _____
30	130.13	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1.	Each	\$ _____	\$ _____
31	608	Portable Sanitary Facility	1.	Each	\$ _____	\$ _____
32	625.11a	Construction Surveying (Includes As-Built Drawings)	1.	Each	\$ _____	\$ _____
33	626	Mobilization	1.	Each	\$ _____	\$ _____
34	630.09	Traffic Control (Complete in Place)	1.	Each	\$ _____	\$ _____
35	108.9	Removal of Asphalt Mat (Full Depth)	167.	Sq Yd	\$ _____	\$ _____
36	108.9	Removal of Asphalt Mat (Plaining) (2" Thick for T-Top Section)	168.	Sq Yd	\$ _____	\$ _____

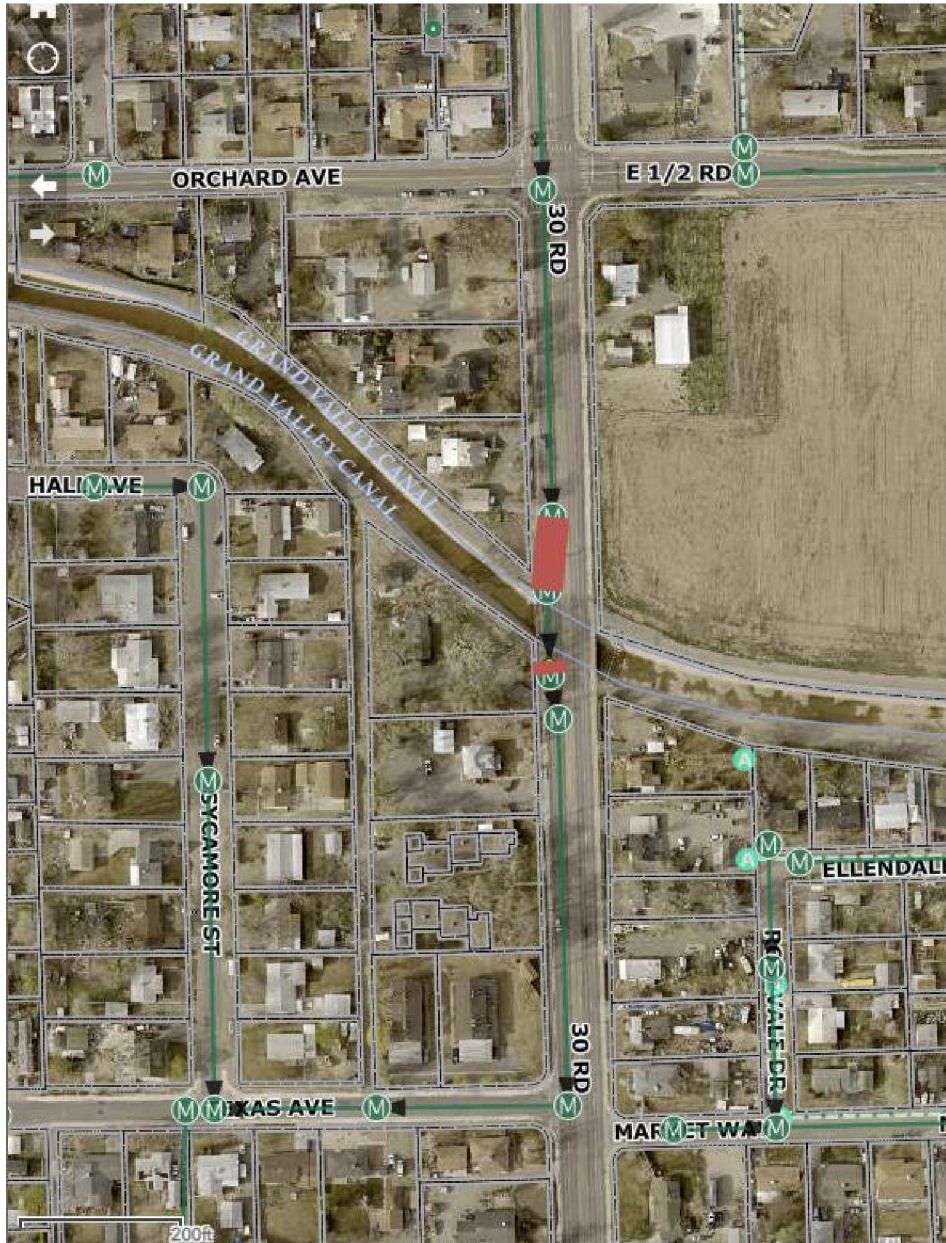
37	608.06	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	35.	Sq Yd	\$ _____	\$ _____
38	608.06	Concrete Curb and Gutter (2' Wide) (Match in Kind) (City Std. Detail C-05)	5.	Lf	\$ _____	\$ _____
39	608.06	Concrete Curb, Gutter, & Sidewalk (6' Wide) (Match in Kind) (City Std. Detail C-02)	5.	Lf	\$ _____	\$ _____
40	108.13	Protect Utility Poles (Support while excavation occurs nearby)	3.	Each	\$ _____	\$ _____
41	108.9	Aggregate Base Course (Class 6) (12" thick)	84.	Sq Yd	\$ _____	\$ _____
42	108.9	Hot Bituminous Pavement (Patching) (2 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Lift Bottom Mat)	166.	Sq Yd	\$ _____	\$ _____
43	108.9	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (T-Top)	334.	Sq Yd	\$ _____	\$ _____
44	108.13	Remove & Reinstall Parking Stops and Dowles	20.	Each	\$ _____	\$ _____
45	108.13	Repaint Parking stripes	1.	Lump Sum	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>40,000.00</u>

Bid Amount: \$ _____

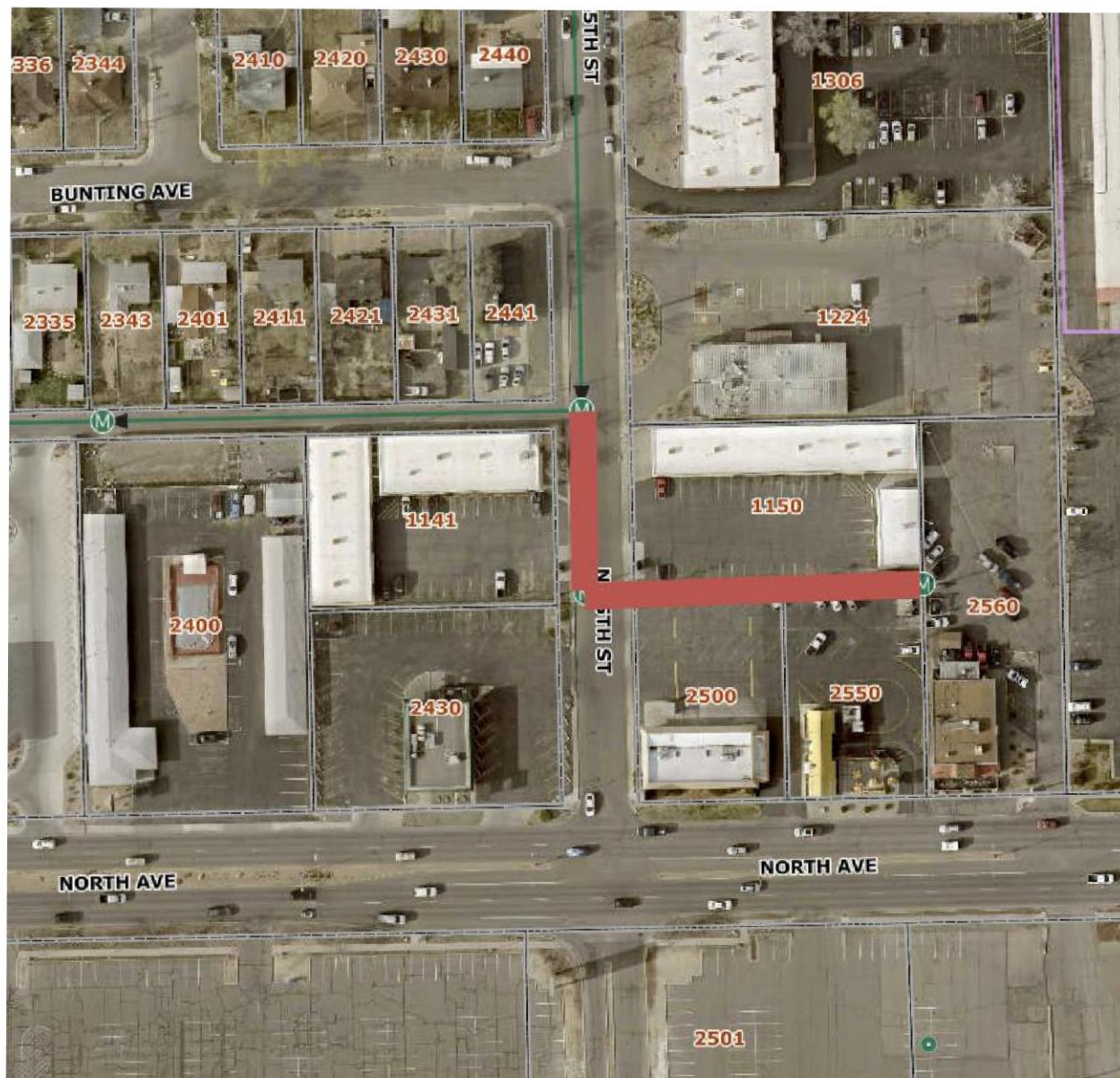
Bid Amount Written:

Dollars

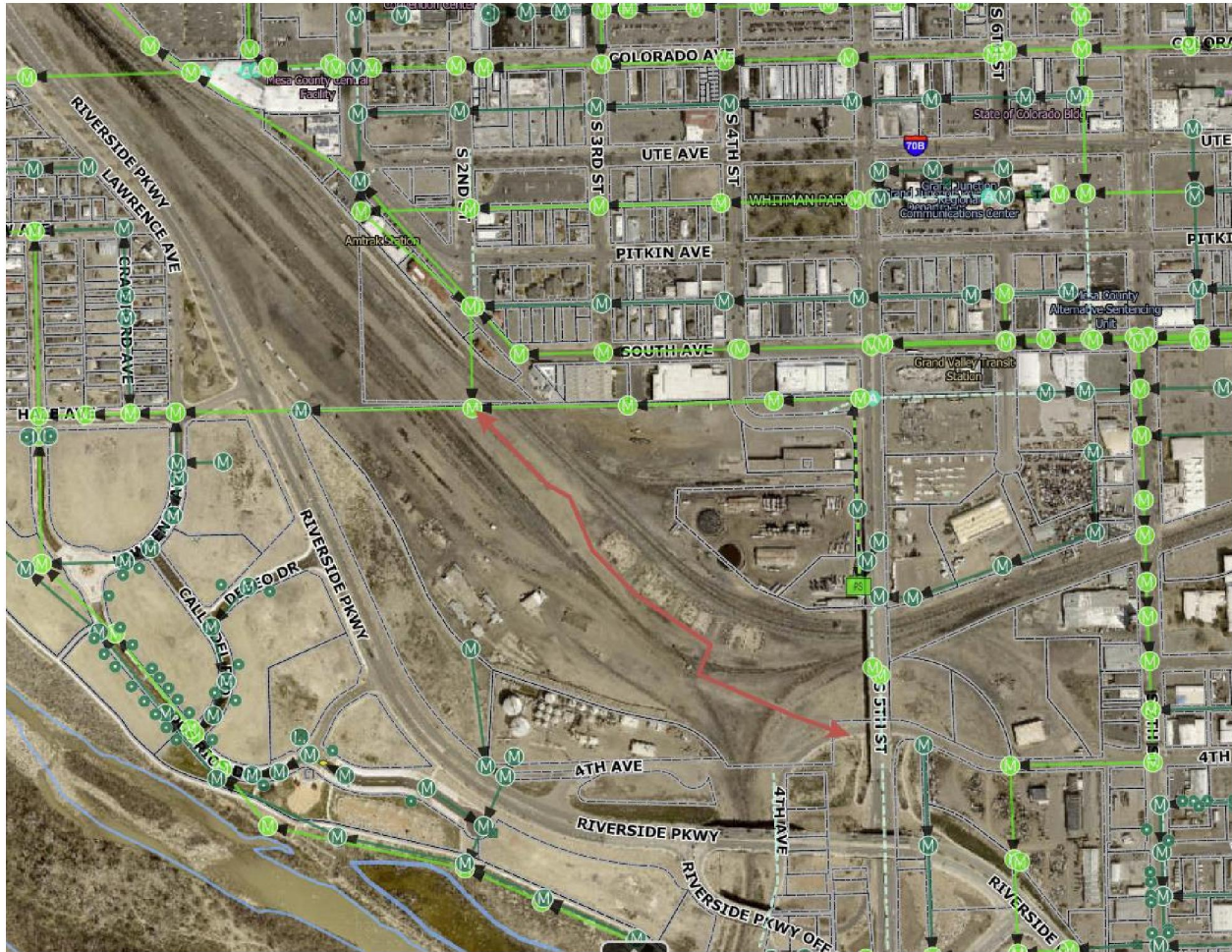
30 Road at Grand Valley Canal



25th Street behind Tequila's and Wienerschnitzel



South Avenue Rail Yard Manhole



- Entrance/Exit is from 4th Avenue. Turn West off of 7th street to access
- Be very aware, there are no railroad warning arms, warning lights or alerts. All crossing vehicle traffic must look both ways. Frequent train crossing the access road at all times and without a schedule.
- Ensure no tracking is occurring onto 4th Avenue when leaving.



Purchasing Division

ADDENDUM NO. 1

DATE: September 6, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – Various Locations IFB-5289-23-DD

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

Please make note of the following clarifications:

1. **Question:** What is the estimated flow of the Sanitary Sewer on 30 Road?
Answer: 1/3 of the pipe was full, with a slow flow rate.
2. **Question:** What is the depth of the manhole on 30 Road?
Answer: 11'4" invert to rim.
The sewer line runs under the canal.
Excavation must be after irrigation ditch is emptied.
3. **Question:** How many services on the 25th Street portion?
Answer: Estimate 6 services.
4. **Question:** What is the flow rate of South Ave Railyard?
Answer: ½ full with a rapid flow rate.
Bypass can be done at location shown below.
There are two manholes in the intersection of South Avenue and South 2nd Avenue.
Bypass pumping will be done from the west manhole into the east manhole 17' away.
MaxAdapter is required at all coupling connections of dissimilar pipe.



Purchasing Division

ADDENDUM NO. 2

DATE: September 13, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2023 Sewer Replacement – Various Locations IFB-5289-23-DD

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

Please make note of the following clarifications:

- 1. Question:** Will Railroad Flagging, Track Protection or any other permits/coordination be required through BNSF to work at the South Avenue Rail Yard manhole?
Answer: No flagging, track protection, or permits will be required at the South Avenue Railyard.
- 2. Question:** Please verify the invert depth of the manhole behind Tequila's restaurant.
Answer: 51" (4'3") invert to Rim at Manhole behind Tequila's.
- 3. Question:** When will the Grand Valley Canal irrigation water be shutoff?
Answer: Estimated to close late October to early November.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive style.

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 9-18-23

Project: IFB-5289-23-DD "2023 Sewer Replacement – Varlous Locations"

Bidding Contractor: M.A. Concrete Construction, Inc.

Name of Authorized Agent: Andy Azcaraga

Email andy@maconcreteco.com

Telephone 970-243-3221 Address 2323 River Rd.

City Grand Junction State CO Zip 81505

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1,2

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

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

Company: M.A. Concrete Construction, Inc.

Authorized Signature: Andy Azcaraga

Title: Vice President

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
<u>Asphalt Specialties G.J., Co</u>	<u>Asphalt</u>	<u>18</u>
<u>CC Enterprises G.J., Co</u>	<u>Traffic Control</u>	<u>6</u>
_____	_____	_____
_____	_____	_____

The undersigned Offeror 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 Offeror 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 Offeror or with any competitor.

Bid Schedule: Sanitary Sewer Replacement – Various Locations IFB-5289-23-DD

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
30 Road						
1	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Native Backfill Material)	109.	LF	\$ <u>135.00</u>	\$ <u>14,715.00</u>
2	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft ³)	18.	Ton	\$ <u>30.00</u>	\$ <u>540.00</u>
3	108.3	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1.	Lump Sum	\$ <u>3330.00</u>	\$ <u>3330.00</u>
4	108.3	Dewatering (Includes acquiring a CDPHE Dewatering Permit and adhering to the discharge requirements of the State Permit) (if needed)	1.	Each	\$ <u>1500.00</u>	\$ <u>1500.00</u>
5	108.3	Portable Sanitary Facility	1.	Each	\$ <u>130.00</u>	\$ <u>130.00</u>
6	625.11a	Construction Surveying (Includes As-Built Drawings)	1.	Each	\$ <u>1100.00</u>	\$ <u>1100.00</u>
7	626	Mobilization	1.	Each	\$ <u>4600.00</u>	\$ <u>4600.00</u>
8	630.09	Traffic Control (Complete in Place)	1.	Each	\$ <u>14250.00</u>	\$ <u>14250.00</u>
9	108.3	Removal of Asphalt Mat (Full Depth)	73.	Sq Yd	\$ <u>18.00</u>	\$ <u>1314.00</u>
10	108.3	Removal of Asphalt Mat (Plaining) (2" Thick for T-Top Section)	51.	Sq Yd	\$ <u>34.00</u>	\$ <u>1734.00</u>
11	108.3	Aggregate Base Course (Class 6) (12" thick)	73.	Sq Yd	\$ <u>54.00</u>	\$ <u>3942.00</u>
12	108.3	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Lift Bottom Mat)	73.	Sq Yd	\$ <u>115.00</u>	\$ <u>8395.00</u>

13	108.3	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (T-Top)	124.	Sq Yd	\$ <u>115.00</u>	\$ <u>14260.00</u>
14	108.2	Repaint Traffic Control Striping to match existing	1.	Each	\$ <u>1125.00</u>	\$ <u>1125.00</u>

South Avenue Railyard Manhole

15	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	6.	Lf	\$ <u>730.00</u>	\$ <u>4380.00</u>
16	108.2	15" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	12.	Lf	\$ <u>390.00</u>	\$ <u>4680.00</u>
17	108.5	Sewer Basic Manhole (60" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	1.	Each	\$ <u>13695.00</u>	\$ <u>13695.00</u>
18	108.5	Manhole Barrel Section (D>5') (60" I.D.)	17.	Ft	\$ <u>435.00</u>	\$ <u>7395.00</u>
19	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft3)	5.	Ton	\$ <u>62.00</u>	\$ <u>310.00</u>
20	103.13	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1.	Each	\$ <u>1500.00</u>	\$ <u>1500.00</u>
21	202	Portable Sanitary Facility	1.	Each	\$ <u>130.00</u>	\$ <u>130.00</u>
22	625.11a	Construction Surveying (Includes As-Built Drawings)	1.	Each	\$ <u>1200.00</u>	\$ <u>1200.00</u>
23	626	Mobilization	1.	Each	\$ <u>4600.00</u>	\$ <u>4600.00</u>

25th Street - Tequila's & Wienerschnitzel

24	108.2	4" Sewer Service Pipe (SDR-35 PVC) (Includes Type A Bedding and Haunching Material, Backfill of Trench with Native Materials meeting 103.16 Earth Backfill material and connection to Service)	10. Ft	\$ <u>238.00</u>	\$ <u>2380.00</u>
25	108.2	8" Gravity Sewer Pipe (SDR-35 PVC) (Includes cost of connection to the existing sewer pipe and Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	374. Ft	\$ <u>57.00</u>	\$ <u>21,318.00</u>
26	108.5	Manhole Barrel Section (D>5") (48" I.D.)	4. Ft	\$ <u>364.00</u>	\$ <u>1456.00</u>
27	108.5	Sewer Basic Manhole (48" I.D.) (Includes connection of adjacent sewer line, forming inverts and adjusting to final grade. See City Std. Detail SS-02) (Includes Type A Bedding and Haunching Material and Backfill of Trench with Class 3 Imported Trench Backfill Material)	1. Each	\$ <u>5134.00</u>	\$ <u>5134.00</u>
28	108.2	Imported Trench Backfill (Class 3) (Includes haul and disposal of unsuitable excavated material) (Assumed material unit weight = 133 lbs/ft3)	20. Ton	\$ <u>30.00</u>	\$ <u>600.00</u>
29	108.2	8" x 4" Sewer Service Tap, Full Body WYE (See St. Detail SS-06)	6. Each	\$ <u>370.00</u>	\$ <u>2220.00</u>
30	130.13	Bypass Sewage Pumping (As deemed necessary by City or Contractor)	1. Each	\$ <u>1920.00</u>	\$ <u>1920.00</u>
31	608	Portable Sanitary Facility	1. Each	\$ <u>270.00</u>	\$ <u>270.00</u>
32	625.11a	Construction Surveying (Includes As-Built Drawings)	1. Each	\$ <u>4500.00</u>	\$ <u>4500.00</u>
33	626	Mobilization	1. Each	\$ <u>5600.00</u>	\$ <u>5600.00</u>
34	630.09	Traffic Control (Complete in Place)	1. Each	\$ <u>8550.00</u>	\$ <u>8550.00</u>
35	108.9	Removal of Asphalt Mat (Full Depth)	167. Sq Yd	\$ <u>15.00</u>	\$ <u>2505.00</u>
36	108.9	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	168. Sq Yd	\$ <u>16.00</u>	\$ <u>2688.00</u>

37	608.06	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)	35.	Sq Yd	\$ <u>18.00</u>	\$ <u>630.00</u>
38	608.06	Concrete Curb and Gutter (2' Wide) (Match in Kind) (City Std. Detail C-05)	5.	Lf	\$ <u>444.00</u>	\$ <u>2220.00</u>
39	608.06	Concrete Curb, Gutter, & Sidewalk (6' Wide) (Match in Kind) (City Std. Detail C-02)	5.	Lf	\$ <u>444.00</u>	\$ <u>2220.00</u>
40	108.13	Protect Utility Poles (Support while excavation occurs nearby)	3.	Each	\$ <u>1300.00</u>	\$ <u>3900.00</u>
41	108.9	Aggregate Base Course (Class 6) (12" thick)	84.	Sq Yd	\$ <u>40.00</u>	\$ <u>3360.00</u>
42	108.9	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Lift Bottom Mat)	166.	Sq Yd	\$ <u>101.00</u>	\$ <u>16,766.00</u>
43	108.9	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (T-Top)	334.	Sq Yd	\$ <u>101.00</u>	\$ <u>33,734.00</u>
44	108.13	Remove & Reinstall Parking Stops and Dowles	20.	Each	\$ <u>81.00</u>	\$ <u>1620.00</u>
45	108.13	Repaint Parking stripes	1.	Lump Sum	\$ <u>1200.00</u>	\$ <u>1200.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>40,000.00</u>

Bid Amount: \$ 273,616.00

Bid Amount Written:

Two hundred seventy three thousand six hundred sixteen +^{no}/100 Dollars

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
submitted the accompanying Bid dated September 18, 2023 for construction of 2023
Sewer Replacement - Various Locations - IFB-5289-23-DD
_____ (the Project) for the City and

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

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

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

Dated this 18th day of September, 2023.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road
Grand Junction, CO 81505

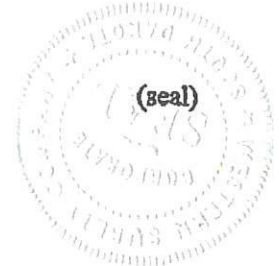
Signed: By: *Andy Cochran*
Title: *Vice President*

(seal)

Surety: Western Surety Company

Address: 151 N. Franklin Street
Chicago, IL 60606

Signed: By: *Tina Marie Post*
Title: Tina Marie Post Attorney-in-Fact



INSTRUCTIONS FOR COMPLETING BID BOND

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of June, 2023.



WESTERN SURETY COMPANY

Larry Kasten

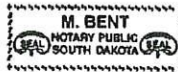
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 26th day of June, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-4-2023

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

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

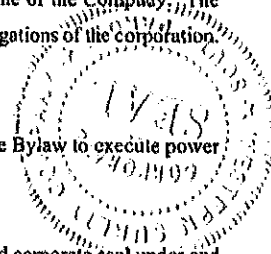
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."



AGENCY CUSTOMER ID: 00022370

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

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

Auto Liability:

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

Umbrella Liability:

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

Excess Liability:

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

Worker's Compensation:

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

IMPORTANT:

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

Construction References

Company/Entity	Name of Contact	Title	Phone Number
Mesa County Public Works	Connie Hahn	Operations Manager	(970) 244-1765
Clifton Water District	David Reinertsen	Assistant Manager	(970) 434-7328
City of Grand Junction	Lee Cooper	Project Engineer	(970) 256-4155
Ute Water Conservancy District	David Piske	Manager/Engineer	(970) 242-7491
City of Fruita	John Vasey	Project Engineer	(970) 858-8377
Clifton Sanitation District	Eli Jennings	District Manager	(970) 434-7422
City of Grand Junction	John Eklund	Project Engineer	(970) 256-4155

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation
organized under the laws of the State of _____ CO _____, hereinafter
referred to as the "Contractor" and Western Surety Company
_____, a corporation organized under the laws of the State of _____ SD
_____, and authorized and licensed to transact business in the State of
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City
of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of
Two Hundred Seventy Three Thousand Six Hundred Sixteen Dollars and 00/100
_____ dollars (\$ 273,616.00 _____), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally by these presents.

WHEREAS, the above Contractor has on the 5th day of October
2023, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of 2023 Sewer Replacement - Various Locations
_____ (the "Project") and Contract No. IFB-5289-23-DD _____, if appropriate, in
accordance with the Contract, Special Conditions, Special Provisions, General Contract
Conditions, Contract Drawings, Specifications and all other Contract Documents
therefor which are incorporated herein by reference and made a part hereof, and are
herein referred to as the "Contract".

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11th day of October, 2023.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: 

Title: Vice President

ATTEST: 
Secretary

SURETY: Western Surety Company

By: 

Title: Jody L. Anderson Attorney-in-Fact

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation _____ organized
under the laws of the State of _____ CO _____, hereinafter referred to as the
"Contractor" and _____ Western Surety Company _____
_____, a corporation organized under the laws of the State of _____ SD _____
_____, and authorized and licensed to transact business in the State of Colorado,
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of _____
Two Hundred Seventy Three Thousand Six Hundred Sixteen Dollars and 00/100 _____
_____ dollars (\$273,616.00 _____), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 5th day of October,
2023, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of 2023 Sewer Replacement - Various Locations
_____ (the "Project") and Contract No. IFB-5289-23-DD, if appropriate, in
accordance with the Contract, Special Conditions, Special Provisions, General Contract
Conditions, Contract Drawings, Specifications and all other Contract Documents
therefor which are incorporated herein by reference and made a part hereof, and are
herein referred to as the "Contract".

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 11th day of October, 2023.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: 

Title: Vice President

ATTEST: 
Secretary

SURETY: Western Surety Company

By: 

Title: Jody L. Anderson Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

Jody L. Anderson , Individually

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

- In Unlimited Amounts -

Surety Bond No.: 30201230
Principal: M.A. Concrete Construction, Inc.
Obligee: City of Grand Junction

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten

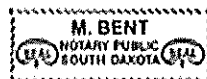
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of October, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”