



NOTICE TO PROCEED

Date: March 1, 2024

Contractor: Kilgore Companies LLC dba Elam Construction

Project: 30 Road Overlay D Rd to E Rd IFB-5360-24-DD

In accordance with the contract dated February 22, 2024, the Contractor is hereby notified to begin work on the Project on or before March 11, 2024.

The date of final completion as determined is April 30, 2024.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Kilgore Companies LLC, DBA LeGrand Johnson Construction Co.

By: DocuSigned by:
Russell Larsen
29CCAB5DBB34472..._____

Print Name: Russell Larsen

Title: President

Date: 3/4/2024



**Purchase Order
No. 2024-00000083**

DATE 02/22/2024

Ph. (970) 256-4048

Fax

Ship To City of Grand Junction
Public Works Administration
333 West Ave
GRAND JUNCTION, CO 81501

Bill To City of Grand Junction
Public Works Administration
333 West Ave
GRAND JUNCTION, CO 81501

Vendor **VENDOR NO. 8475**
Kilgore Companies LLC
PO Box 741805
Los Angeles, CA 90074-1805
Phone: (801) 250-0132

PAGE 1 of 1
SHIP VIA
DELIVER BY 03/30/2024
FREIGHT TERMS FOB Dest, Frght Prepaid ,Allow
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

Award IFB-5360-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - 30 ROAD OVERLAY PROJECT 201-330-010.8355 - Street Maintenance 498,008.45 F0001-F000133	498,008.4500	\$498,008.45
1.0000	Each	CONTRACT SERVICES - Minor Contract Revisions 201-330-010.8355 - Street Maintenance 50,000.00 F0001-F000133	50,000.0000	\$50,000.00
1.0000	Each	CONTRACT SERVICES - Retainage 201-330-010.8355 - Street Maintenance 28,842.55 F0001-F000133	28,842.5500	\$28,842.55
PURCHASE ORDER TOTAL				\$576,851.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly f. Daniels



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 22nd day of February 2024 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 Kilgore Companies, LLC dba Elam Construction 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 30 Road Overlay – D Road to E Road (IFB-5360-24-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; **30 Road Overlay D Road to E Road (IFB-5360-24-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 Five Hundred, Seventy-Six Thousand, Eight Hundred, Fifty-One and 50/100 Dollars (\$576,851.50)**. 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. 2/22/2024
9F789F7D59F148C...
Duane Hoff, Jr. Contracts Administrator Date

Kilgore Companies, LLC dba Elam Construction

DocuSigned by:
By: Russell Larsen 2/22/2024
89C1A8A0B134172...
Russell A. Larsen, President Date



Purchasing Division

Invitation for Bid

IFB-5360-24-DD

30 Road Overlay – D Road to E Road

Responses Due:

February 6, 2024, 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 the 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 Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form Price Bid Schedule

Attachments

A: 30 Road Project Limits

1. Instructions to Bidders

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that 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 A.D.A Document Compliance Requirements: All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

1.2 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.

1.3 Non-Mandatory Pre-Bid Meeting: Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5th St on Monday January 22, 2024 at 9:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

1.4 Prequalification Requirement: Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the Solicitation document. Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

1.5 Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required to perform overlay on Road 30 from D Road to E Road. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

- 1.6 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.
- 1.7 Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instructions 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 Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.8 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.
- 1.9 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 30 Road Overlay D Road to E Road

Feb 6, 2024, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/333700285>

You can also dial in using your phone.

Access Code: 333-700-285

United States: [+1 \(408\) 650-3123](tel:+14086503123)

Join from a video-conferencing room or system.

Meeting ID: 333-700-285

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 333700285@67.217.95.2 or 67.217.95.2##333700285

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

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

- 1.10 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.
- 1.11 Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended

amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Price Bid Schedule must be properly filled out.

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

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

All names must be typed or printed below the signature. The Bidder's Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Bid Form. The contact information to which communications regarding the Bid are to be directed must be shown.

- 1.12 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.13 Contract Documents:** The complete IFB and Bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.14 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>.
- 1.15 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.16 Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Bidder shall, at a minimum:
- a. Examine the *Contract Documents* thoroughly.
 - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;

- d. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- 1.17 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.
- 1.18 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.
- 1.19 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.20 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.
- 1.21 Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
- 1.22 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Bidder has not taken exception, and if awarded a Contract shall hold the Bidder responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.

1.23 Collusion Clause: Each Bidder submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Bidders. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.

1.24 Disqualification of Bidders: 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.

Bidders may be required to submit satisfactory evidence of responsibility, 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 a Bidder 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 Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future Work of the Owner until such participant has been reinstated as a qualified Bidder.

1.25 Public Disclosure Record: If the Bidder has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2. 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 (City) 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 the Owner's 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 Contract 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, Specifications 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 Bid 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 Bidder submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. 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 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:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) 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:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

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

ONE MILLION DOLLARS (\$1,000,000) 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 Bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City with 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 Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the successful Bidder has ten (10) calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages. Each Bidder shall guarantee 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 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 completion of the entire Contract. The amount to be retained from partial payments will be five (5%) percent of the value of the completed Work, and not greater than five (5%) percent of the amount of the Contract. When the retainage has reached five (5%) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the successful Bidder fail or refuse to enter into the Contract within ten (10) Calendar days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the successful Bidder of all claims arising from the City's issuance of the Notice of Award and the successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

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

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor fails to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due to 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 a 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 proceed 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 shall be removed from the site where necessary and the Work shall be corrected to comply with

the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.34 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35 Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36 Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing 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 Work 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 the Contractor with 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 Bidders: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, 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 Bidder, 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 Bidder shall furnish the Owner with all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work therein.

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

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

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

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

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

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

2.51. Ownership: All 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 Bidder and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of 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. The 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. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Bidder and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricing established in this Bid. The quantities furnished in this Bid document are only for the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on 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 to perform overlay on Road 30 from D Road to E Road. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2 PROJECT DESCRIPTION: The Project includes approximately 18,500 SY of asphalt milling, 2,585 tons of asphalt paving, traffic control, and other components to deliver a complete Project.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Non-Mandatory Pre-Bid Meeting: Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5th St on Monday January 22, 2024 at 9:00 AM.** The purpose of this meeting 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 Eric Rink, who can be reached at (970) 244-1585. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and emailed or delivered to:

City of Grand Junction
Attn: Eric Rink, Project Engineer
244 N. 7th Ave.
Grand Junction, CO 81501
ericr@gjcity.org

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

3.3.6 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.

3.3.7 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.

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

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

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Bidder expressly and explicitly understands and agrees

that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.3.9 Time of Completion: The scheduled time of completion for the Project is **30 Calendar Days** from the starting date specified in the Notice to Proceed. The start date is flexible but should be no later than July 1, 2024.

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.

3.3.10 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.

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

3.3.11 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.

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

- None

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

- None

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

- None

3.3.14 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with an approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City at least 2 days prior to the start of work such that adequate notices can be provided to the traveling public.

Lane closures and lane shifts will be allowed on 30 Road but must always maintain at least one lane northbound and one lane southbound throughout the duration of the Project.

Traffic control will be paid as lump sum and shall include all associated signs, cones, traffic control supervisor, assistant to the traffic control supervisor, set up and tear down.

3.3.15 Project Signs: 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 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.
- 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 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.
- 3.3.20 Quality Control Testing:** Contractor shall perform quality control testing on concrete. The City will perform all other necessary QA/QC.
- 3.3.21 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plan
 - Project Schedule
 - Asphalt Mix Design for SX Mix
 - Tack Coat
 - Emulsified Asphalt
- 3.3.22 Excess Material:** All excess materials shall be disposed of in accordance with General Contract Condition Section 50.
- 3.3.23 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.
- 3.3.24 Incidental Items:** Any item of Work not specifically identified or paid for directly which is necessary for the completion of any paid items of Work, will be considered as incidental to those items, and will be included in the cost of those items.
- 3.3.25 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.
- 3.3.26 Work to be Performed by the City (Prior to Construction):**
- None

- 3.3.27 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested surveys.
- 3.3.28 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.29 Pre-Qualification:** Contractors must be pre-qualified in the following categories to submit a bid response to this Project:
- 2B Asphalt Paving
- 3.3.30 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.31 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The existing sidewalks, pans, fillets, curb, and gutter are in good serviceable condition. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.
- 3.3.32 Special Equipment:** Auger extensions shall be used when the screed is extended to a width greater than two feet beyond the auger. The auger extensions shall be installed to ensure a constant head of material.
- 3.3.34 Arterial and Collector Streets:** All paving shall be completed a maximum of 7 calendar days after the milling at ALL locations.
- 3.3.35 Asphalt Paper Joints:** The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. **In the event the paper joints are not installed immediately following milling operations, the Contractor shall be subjected to a \$500/day penalty at each unprotected joint location.** The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.
- 3.3.36 Tack Coat:** Tack Coat will be required between the existing asphalt and the leveling asphalt, existing asphalt, and new overlay, and between leveling asphalt and new overlay asphalt. The tack coat shall meet the requirements of Section 407 of the *Standard Specifications for Road and Bridge Construction*, as modified, herein. The cost of the tack coat will be considered incidental to the work and will not be paid for separately.
- 3.3.37 Milling at Drainage Inlets:** When milling adjacent to inlets that have a concrete edge protruding into the street, it shall be the Contractor's responsibility to provide an approved marker or barricade to protect vehicle tires from damage until the overlay is

placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system.**

- 3.3.38 Painted Lane Lines:** The Contractor shall be responsible for recording the location of all existing striping and shall place longitudinal paving joints on or immediately adjacent to said striping. Any locations where striping will differ from existing locations are indicated on the project plans, and longitudinal paving joints shall be placed on or immediately adjacent to proposed striping locations.
- 3.3.39 Temporary Pavement Marking Tape:** The Contractor shall be responsible for furnishing and placing temporary pavement marking tape in the event that existing stripes were removed during milling operation. The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping or new striping locations per provided project plans. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.
- 3.3.40 Transverse Milling:** Butt joints (Transverse Milling) shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Project Engineer or their representative.
- 3.3.41 Pavement Cross Slope:** Each paving machine shall be equipped with a 4' carpenters' level. On those occasions when the paving foreman determines that an existing street has little or no cross slope, the Contractor shall advise the Engineer of his observations rather than overlaying the street as is. The Engineer or his representative will then determine how best to correct the inadequate cross slope.
- 3.3.42 Payment for Hot Mix Asphalt:** Section 401.07.1 of the City of Grand Junction Standard Specifications for Road and Bridge Construction will be used to determine Pay Factors for calculating the basis of payment for Hot Bituminous Pavement with the following modifications:

The pay factor (PF) should be calculated for mat density (excluding joint density), air voids, and VMA daily. An average daily pay factor (DPF) should then be calculated/weighted in the following proportion:

- Mat Density (excluding joint density) – 50%
- Air Voids – 25%
- VMA – 25%

The incentive payment will then be based on a weighted average project pay factor (PPF). The PPF shall be calculated/weighted per the DPFs, and accepted quantities placed for each day's production of each pay item. This PPF will then be applied to the total accepted quantities for each pay item, as applicable.

- 3.3.43 Manholes and Water Valves:** It shall be the contractors' responsibility to accurately record and adjust all manholes, valve boxes and survey monuments to final grade. In the event that a utility is paved over it shall be the contractors' responsibility to expose and

adjust to final grade within 2 days. In all other cases utilities shall be raised to final grade within 7 days after completion of paving each street segment, and it shall be the contractors' responsibility to expose the affected utility during the event of an emergency.

3.3.44 Materials: In the event that excavation of the manholes grade rings are disturbed or removed and replaced due to damage the Contractor is instructed to follow these guidelines:

The annular area beneath the bottom of the uppermost grade ring shall either be filled with a self-consolidating material, i.e. ¾" screened rock or engineer approved equal or shall be completely filled with Quikrete's Rapid Road Repair or Engineer approved equal. No other means will be considered.

3.4 SCOPE OF WORK: The Project includes approximately 18,500 SY of asphalt milling, 2,585 tons of asphalt paving, traffic control, and other components to deliver a complete Project.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The *City of Grand Junction Standard Specifications for Road and Bridge Construction* are hereby modified or supplemented for this Project by the following modifications to *The Standard Specifications for Road and Bridge Construction*, State Department of Highways, Division of Highways, State of Colorado:

SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 210.10, Adjust Structure, shall include the following:

- (1) The following shall apply to adjusting manhole rings in traveled through lanes:
 - (a) Manholes shall be paved over during the overlay. Sand or paper will be used to prevent the asphalt from adhering to the manhole cover. After paving, the manhole ring shall be adjusted to grade by the use of concrete grade rings. The cut area around the manhole shall then be patched with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. When adjusting the manhole ring to match the cross slope of the street, the Contractor shall fill the space between the concrete grade ring and the cast iron ring with Rapid Road Repair or Engineer approve equal. In the event that grade rings are removed and or replaced as part of the adjustment the contractor shall fill the annular area below the uppermost grade ring with a self-consolidating media such as ¾" washed rock or completely fill the area with Rapid Road Repair or Engineer approved equal.
 - (b) Manhole adjustment tolerance: all manholes adjusted as part of this project shall meet the following criteria: level with the adjacent asphalt or (-)1/4". Manholes set outside of this tolerance will be rejected.
- (2) Valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. After adjusting the height of the valve box, the area around the valve box shall be filled with Grading-SX, Hot Mix

Asphalt to the same thickness as the adjacent pavement. Water valve tolerance will be the same as section 1 b.

Subsection 202.12, shall include the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts shall be incidental to work.

SP-2 SECTION 203 – EXCAVATION AND EMBANKMENT

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Section 203.03 shall include the following:

Unclassified Excavation shall consist of materials excavated and placed to facilitate the construction of the road widening. All placed embankment material shall be free of trash and organic materials. It is anticipated that the excavated materials will be generally suitable for placement as part of the new embankment sections on this road. Any unsuitable materials identified by the contractor and/or representative of the City shall be brought to the attention of the Project Engineer and once confirmed by the Engineer, will be considered excess materials incidental to this pay item. This item will be paid for as total cubic yards excavated per plan. The materials placed and compacted per plan will be considered an incidental cost to this item.

Section 203.07 shall be revised, where applicable, to include the following:

Soil embankment materials shall be tested for compaction. Materials classified as AASHTO A-1 through A-4 soils shall be compacted at ± 2 percent of Optimum Moisture Content (OMC) and to at least 95 percent of the maximum dry density determined in accordance with AASHTO T 180. Materials classified as AASHTO A-5 through A-7 Materials shall be compacted at a moisture content ranging from minus 1 percent to plus 3 percent of OMC and to at least 95 percent of the maximum dry density determined in accordance with AASHTO T 99.

Section 203.14 shall include the following:

Payment for work shall be made under Excavation and Embankment and will be measured by planned cut quantity. Unsuitable material exported from the site will not be measured or paid for separately and will be considered excess materials incidental to this pay item.

Pay Item	Pay Unit
Excavation and Embankment	CY

SP-3 SECTION 304 – AGGREGATE BASE COURSE

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.01 shall include the following:

In areas of asphalt overlay where there is no curb and gutter and/or a drainage pan, the Contractor shall backfill the shoulder with Class-6 Aggregate Base Course and compact immediately following the overlay. The shoulder shall have a slope of 1:12 or flatter and shall extend a maximum 4' from the edge of asphalt. The aggregate base course shall be brought level to the new pavement surface and compacted. An exception to this will be made in areas where shoulder material would extend into existing yards or landscaping adjacent to the roadway. In these locations, it will be necessary to provide materials that match the existing landscape.

SP-4 SECTION 401 – PLANT MIX PAVEMENTS - GENERAL

REVISION OF SECTION 401 PLANT MIX PAVEMENTS

Section 401 of the Standard Specifications are hereby revised for this project as follows:

401.01 Description.

Add the following:

This work shall consist of providing a Hot Mix Asphalt (HMA) to be placed as shown on the plans, or as directed by the Owner. The Contractor shall be responsible for Process Control (PC) of the HMA; including the design, and control of the quality of the material incorporated into the project.

401.02 Composition of Mixtures.

Delete subparagraph (a) *Mix Design* and replace with the following:

A Job Mix Formula (JMF) design shall be submitted for each mixture required, at least 10 calendar days prior to placing any mix on the project, for acceptance by the Owner. JMF's previously approved by CDOT within the past six months may be utilized. The JMF design shall be determined using AASHTO T-312 or CP-L 5115 for the Method of Mixture Design. Grading ST, SX, and S shall be designed using 100mm molds. The job mix gradation shall be wholly within the Master Range Table in subsection 703.04 before the tolerances shown in Section 401 are applied.

Designs shall be developed and performed in a materials laboratory that meets the requirements set forth by AASHTO Materials Reference Laboratory (AMRL) for all testing procedures. The design shall be stamped and signed by a Professional Engineer licensed in the State of Colorado. In addition, the Contractor shall submit, as part of the mixture design, laboratory data documents to verify the following:

- Gradation, specific gravity, source and description of individual aggregate and properties, and the final blend.
- Aggregate physical properties.
- Source and Grade of the Performance Graded Binder.

- Proposed Design Job Mix: aggregate and additive blending, final gradation, optimum binder content.
- Mixing and compaction temperatures used.
- Mixture properties shall be determined with a minimum of four binder contents.

The JMF for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to the aggregate, and a single temperature for the mixture at the discharge point of the plant.

The Owner reserves the right to verify the asphalt supplier's mix design for each JMF design utilizing materials produced and stockpiled. The asphalt supplier shall provide, at no cost, a sufficient quantity of each aggregate, mineral filler, Recycled Asphalt Pavement (RAP), and additive for the required laboratory tests, as well as all Certificates of Conformance/ Compliance at any time on any material used. The Asphalt Supplier shall provide copies of quality control testing results during the production of HMA used within one business day from the sampling date.

Mixture design of HMA shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403. For mixes requiring a design gyration of 100 (ESALs greater than 3 million) the Project Special Conditions should be used. This gyration is not recommended for the majority of roads within Mesa County.

Delete subparagraph *(b) Mixtures Furnished to the Project* and replace with the following:

Production verification shall occur prior to, or during, the start of the project. Volumetric properties of the mix shall be verified by LabCAT Level C Certified Technicians. If the mix was produced for another project within the last 90 days, data from that project can be submitted for verification. All mixtures furnished for the project shall conform within the ranges of tolerance listed in Table 401.02A. The mix verification test reports shall be submitted to the Owner prior to mix placement.

TABLE
401.02A
Production Mix
Tolerances

<u>Property</u>	<u>Toleranc</u>
<u>Asphalt Cement</u>	<u>± 0.3%</u>
<u>VMA</u>	<u>± 1.2%</u>
<u>Air Voids</u>	<u>± 1.2%</u>

Verification testing for binder content, gradation and physical properties shall be performed at the frequencies listed in Table 401.23-1.

There shall be no substitutions of materials allowed during production, unless approved in advance by the Owner. All substitutions will require checkpoint verification. If the checkpoint differs from the Job Mix Formula (JMF), a new mix design will be required. Upon request of the Owner, the binder grade may be changed by one available binder grade level without requiring a new mix design.

Should a change in the source of any material used in the production of HMA (aggregate, mineral filler, lime, or performance graded asphalt binder) occur, a one-point verification test (at optimum binder content) of the mix must be performed to verify that the applicable criteria shown on Table 403-1 (HMA) and Table 403-2 (VMA) of Revision to Section 403 are still met. If this testing shows noncompliance, the Contractor shall establish a new job mix design and obtain approval by the Owner before the new HMA is used.

Add the following new subparagraphs:

(c) *Reclaimed Asphalt Pavement (RAP)*. RAP shall be allowed in HMA up to a maximum binder replacement of 23 percent, unless otherwise specified in the contract, and provided that all the specifications for the HMA are met. Fine Aggregate Angularity requirements shall apply only to the virgin fraction of the fine aggregate. RAP shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. RAP shall not contain clay balls, vegetable matter, or other deleterious substances.

The Contractor shall have an approved mix design for the amount of RAP to be used. The AC content of the RAP utilized in the Contractor RAP mix design shall be the average AC content determined in accordance with 1B or 1C, below, or alternatively, a minimum of five samples of the Contractors RAP stockpile may be sampled and the average AC content of the RAP be determined using AASHTO T-164, Method A or B, or in accordance with 1C below. The Contractor shall determine the total binder replaced by the binder in the RAP pursuant to the following equation:

Total Binder Replaced = $(A \times B) \times 100/E$

Where:

A = RAP % Binder Content *

B = RAP % in Mix *

E = Total Effective Binder Content *

* in decimal format (i.e. 2% is 0.02)

The Total Binder Replaced by the binder in the RAP shall not exceed 23 percent of the effective binder content of either the mix design or the produced mix.

The Contractor shall have an approved Quality Control (QC) Plan that details how the RAP will be processed and controlled. The QC plan shall address the following:

1. RAP Processing Techniques. This requires a schematic diagram and narrative that explains the processing (crushing, screening, and rejecting) and stockpile operation for this specific project.
2. Control of RAP Asphalt Binder Content (AASHTO T-164, Method A or B). RAP Asphalt Binder Content may also be determined in accordance with CP-L 5120,

provided an RAP AC content correction factor is determined through correlation testing with AASHTO T-164, Method A or B. The correction factor shall be determined by performing correlation testing on the first five samples of the RAP AC content, then at a frequency of one for every five AC content tests thereafter. The correction factor shall be determined by calculating the average difference in AC content between CP-L 5120 and AASHTO T-164, Method A or B, and applying the correction to the AC content determined in accordance with CP-L 5120:

Frequency: 1 per 1000 tons of processed RAP material (minimum five tests)

3. (Alternate) The Contractor may propose a RAP asphalt content correction factor to be used in conjunction with CP-L 5120. The proposed CP-L 5120 RAP asphalt content correction factor shall be used with all RAP asphalt contents tested for the mixture design and quality control sampling and testing. The methodology of the proposed CP-L 5120 RAP asphalt content correction factor shall be outlined in detail in the approved RAP QC Plan. At a minimum, the proposed CP-L 5120 correction factor shall identify the principal source locations of the RAP aggregate, gradation of the material tested, and specific ignition oven serial number used in all the RAP asphalt content testing. The RAP source locations, material gradation, and specific equipment used shall substantiate the CP-L 5120 asphalt content correction factor used for the testing. The substantiation must be from data gathered from historical information or specific asphalt content correction data obtained from tests performed on similar virgin aggregate sources, virgin material gradations, and the specific equipment used.
4. Control of RAP Gradation (CP31 or AASHTO T-30):
Frequency: 1 per 1000 tons of processed RAP material (minimum three tests, sampling from belt feed and not stockpile)
5. Process Control Charts shall be maintained for binder content and each screen listed in Table 401.2C, during addition of any RAP material to the stockpile. The Contractor shall maintain separate control charts for each RAP stockpile. The control charts shall be displayed and shall be made available, along with RAP AC extraction testing laboratory reports to the Engineer upon request.

The processed RAP must be 100 percent passing the 31.5 mm (1¼ inch) sieve. The aggregate obtained from the processed RAP shall be 100 percent passing the 25.0 mm (1 inch) sieve. The aggregate and binder obtained from the processed RAP shall be uniform in all the measured parameters in accordance with the following:

**Table 401.2C
RAP Binder & Aggregate Uniformity Tolerances**

Element	Standard Deviation
Binder Content	0.5
% Passing ¾"	4.0
% Passing ½"	4.0
% Passing 3/8"	4.0
% Passing #4	4.0
% Passing #8	4.0
% Passing #30	3.0

% Passing #200	1.5
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(d) *Warm Mix Asphalt (WMA) Technology.* The Contractor may choose to use a WMA Technology that is included on the CDOT approved products list (<https://www.codot.gov/business/apl/asphalt-warm-mix.html>).

WMA technologies (additive or foaming) used shall be identified on the mix design, indicating usage as a workability additive and/or anti-strip additive. WMA shall be submitted and approved by the Owner for use on a project.

The addition of WMA additives during production, including foaming, shall be controlled by a calibrated metering system interlocked with the plant's controls per the manufacturers' recommendation. Additives may be added at the asphalt terminal at the dosage rate recommended by the WMA technology provider. The foaming process mixes water and binder to create microscopic steam bubbles. Typical water injection rate is $\leq 2\%$ of binder flow rate or per manufacturers' recommendation.

(e) *Anti-Strip Additives.* Anti-Strip shall be added into the HMA. Anti-Strip agents may be liquids (added to the binder), lime (added to the aggregates) or other products, and shall be submitted for approval by the Owner.

The minimum value for Tensile Strength Ratio (TSR) tested in accordance with Table 401.21-1 shall be 80% for the mix design and 70% during production.

There are various types of liquid Anti-Strips. Amine and Organo-silane type liquid Anti-Strip additives are physically mixed with the asphalt binder. Liquid Anti-Strip agents shall be added per the manufacture's recommendations. Typical product dosages are provided in Table 401.2E-1.

**TABLE 401.2E-1
Liquid Anti-Strip Dosage Rates**

Type	Typical Dosage Rate
Amine	0.4% to 0.8%
Organo-silane	0.05% to 0.15%

WMA chemical products which display Anti-Stripping characteristics will be classified, and identified on the mix design, as a liquid Anti-Strip additive.

When a liquid Anti-Strip additive is used, the Contractor shall include the following information with the mix design submission:

- Information on the type of liquid Anti-Strip additive to be supplied, including product name, product manufacturer/supplier.
- Additive rate
- TSR values for the treated mixes
- The proposed method for incorporating the additive into the plant produced mix.

401.03 Aggregates.

Add the following:

The percentage of fractured faces shall be as shown in Table 403.1 of the Revision to Section 403.

Grading ST (3/8" nominal) mixes may be used for leveling, maintenance, bike paths, sidewalks and thin lift overlays. Grading SX (1/2" nominal) mixes shall be used on top and bottom lifts and for patching. Grading S (3/4" nominal) mixes may be used for bottom lifts.

401.05 Hydrated Lime.

Add the following:

When used in the HMA, hydrated lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve.

401.06 Asphalt Cement.

Revise the second paragraph to read as follows:

The asphalt cement shall meet the applicable requirements of subsection 702.01.

Add the following:

The Contractor shall provide to the Owner acceptable 'Certifications of Compliance' of each applicable asphalt binder grade from the supplier. Should testing or certificate show nonconformance with the specifications, the asphalt binder may be rejected. When production begins, the Contractor shall, upon request, provide to the Owner a one quart can of each specified asphalt binder for analysis. Additionally, the Contractor shall provide the refinery test results that pertain to the asphalt binders used during production.

Based on climatic conditions and reliability, binder grades approved for use in Mesa County are as follows in Table 401.06A-1:

**TABLE
401.06A-1
Recommended Performance Graded
Binders**

Condition	Non-modified Binder	Modified Binder
Free flowing traffic loads and 300,000 to 1 million 18K ESAL	PG 64-22	
Free flowing traffic loads and 300,000 to 1 million 18K ESAL, plus above 6000 elevation	PG 58-28	
Slow moving or standing trucks, major street intersections and/or 10,000,000 18K ESAL		PG 76-28 (top lift only)

Binder grades other than those shown above shall not be used unless the proposed binder and the mix design are approved in writing by the OWNER. The asphalt cement shall meet the requirements of subsection 702.01.

401.07 Weather Limitations and Placement Temperatures.

Revise as follows:

Surface temperatures shall be used to determine placement of APM. APM produced with documented WMA will be allowed a reduction in minimum surface temperatures for placement as provided in Table 401.07A-1. Ambient temperatures and other weather conditions shall be considered prior to placement.

**TABLE 401.07A-1
Minimum Surface Temperatures for placement of APM**

Compacted Layer Thickness (in.)	Minimum Surface Temperature (°F)			
	Top Layer		Layers Below the Top Layer	
Product	APM	with WMA	APM	with WMA
<1½	60	50	50	40
1½ - <3	50	45	40	35
3 or more	45	40	35	35

401.08 Asphalt Mixing Plant.

Delete the last paragraph of the subsection.

401.09 Hauling Equipment.

Add the following:

The Owner may reject any HMA which demonstrates it has been contaminated from a petroleum distillate release agent. The Owner may reject any uncovered HMA which demonstrates it has been impacted by contamination and/or weather.

401.10 Asphalt Pavers.

Delete the twelve paragraph and replace with the following:

Contractor shall submit for and receive approval of the screed control devices to be utilized on the paver prior to use for placing HMA on the Project.

Add the following:

A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA if the Contractor is not able to demonstrate the ability for continuous straight-line paver operations and ability to eliminate the need to stop the paver in between each haul truck. The MTV shall be a self-propelled unit with on-board storage of material.

An MTD is a non-self-propelled unit. Both MTV and MTD are capable of receiving material from trucks or from the ground, transferring the material from the unit to a paver hopper insert via a conveyor system.

401.11 Tack Coat.

Delete and replace with the following:

A tack coat shall be applied between pavement course and to all existing concrete and asphalt surfaces per Section 407. Tack coat is considered incidental to the cost of the HMA.

401.15 Mixing.

Add the following:

If a WMA technology (additive or foaming) is used, the discharge temperatures may be lowered during production at the discretion of the Contractor provided all specifications are achieved. Mix design is to indicate revised allowable discharge temperatures with WMA usage.

401.16 Spreading and Finishing.

Revise as follows:

Joints in the top layer of new pavement shall be located on lane lines unless otherwise shown on the plans. Longitudinal joints shall be minimized with wide paving pulls. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. Tack coat material shall be applied to contact surfaces of all joints before additional mixture is placed against the previously compacted material.

401.17 Compaction.

Revise as follows:

Equipment used for compaction of the HMA will be at the discretion of the Contractor. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density and surface texture.

All joints shall be compacted to 92% of maximum theoretical specific gravity (Rice), taken six inches offset from the joint. The allowable variance shall be $\pm 2\%$. Joint density will be determined using nuclear density equipment.

Delete paragraphs six through eight, and paragraphs eleven to the end of the subsection and replace with the following:

Cores may be used to verify compaction results. The Contractor shall core the pavement, as required by the Owner; in accordance with AASHTO T 230, Method B, or for field calibration of nuclear density equipment in accordance with the ASTM D 2950. At a minimum, cores for nuclear density equipment correlation shall be taken at the beginning of placement of each project or change of mixture materials or gradation, unless otherwise approved by the Engineer. If the correlation cores were produced for another project within the last 90 days,

data from that project can be submitted for verification if no change in materials or gradation has occurred. When cores are used, the Contractor shall provide all labor and equipment for the coring and repair of the holes.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall meet all project compaction specifications. Any mixture that is defective shall be corrected to meet the project specifications at the expense of the Contractor.

401.20 Surface Smoothness.

Delete and replace with the following:

The finish transverse and longitudinal surface elevation of the pavement shall be measured using a 10-foot straightedge. Surface smoothness shall be verified following the finish roller pass. Surface variation shall not exceed 3/16 inch in 10 feet for full lane width paving. For patching, the variation shall not exceed 3/8 inch in 10 feet. The final pavement surface shall not vary from the specified cross section by more than one inch at any point. Transverse measurements for variations shall exclude breaks in the crown sections. If the surface tolerance exceeds 3/16" across transverse joints, measured in at least three locations, the Contractor shall make corrections to the joint before proceeding. All corrections shall be made at the Contractor's expense.

The final surface pavement adjacent to curb and gutter shall be finished from 1/8-inch to 3/8-inches above the lip for catch curb and shall not extend above the lip for spill curb.

The Contractor shall adjust all manholes, valve boxes, and survey range boxes 0 to 1/4-inch below final grade and adjusted to match the slope of the roadway. Valve boxes and manholes are to be maintained fully accessible at all times for emergency and maintenance operations. The cost of adjusting valve boxes, manholes, and survey range boxes shall be included in the work, unless otherwise specified. The Contractor shall be responsible for any cost incurred by the Owner to provide access to the covered manholes or valve boxes. Final adjustment of all utility access points shall be completed within seven days from the time the HMA was placed.

Add the following new subsections:

401.23 Testing and Inspection

The Contractor shall assume full responsibility for controlling all operations and processes to meet the Specifications. The Contractor shall perform all tests necessary for process control purposes on all elements at the frequency listed in Table 401.23-1. The Contractor shall maintain a log of all process control testing. Test results that have sampling or testing errors shall not be used. Process control testing shall be performed at the expense of the Contractor.

Laboratories shall be accredited by AASHTO Materials Reference Laboratory (AMRL) for the tests being performed. Technicians obtaining samples and conducting compaction tests must have a LabCAT Level A certification. Technicians conducting tests of asphalt content and gradation must have a LabCAT Level B certification. Technicians performing volumetric

testing must have a LabCAT Level C certification. Equivalent NICET certification for all technicians is acceptable.

When requested by the Owner, the Contractor shall submit a quality control plan that addresses production, sampling, testing, and qualifications of testing personnel, timing, and methods for making adjustments to meet the specifications. The Contractor will provide a process or schedule for making corrections for material that was placed but does not meet specifications as well as obtain a follow up sample immediately after corrective actions are taken to assess the adequacy of the corrections. In the event the follow-up process control sample also fails to meet Specification requirements, the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the Owner.

**TABLE
401.23-1
Minimum Materials Sampling and Testing
for Process Control and Owners
Acceptance**

Test	Standard	Minimum Frequency
Sampling	AASHTO T168, ASTM D 979 and ASTM D3665, CP 41	1/1000 tons or fraction thereof (not less than one test per day)
In-Place Density	AASHTO T 166, T 238, T 230, CP 81 (nuclear), CP 44 (coring)	One test for each 250 lineal feet per lane and one test per 1,000 lineal feet of joint per lift
Thickness (Core) (when called for in Project specs.)	ASTM D3549	One test for each 1000 lineal feet per lane
Air Voids & VMA	CP-L 5115 A.I. SP-2	1/1000 tons or fraction thereof (not less than one test per day)
Gradation	AASHTO T 27/T 11, CP 31	1/1000 tons or fraction thereof (not less than one test per day)
Hveem/Marshall Stability As Applicable	CP-L 5016	One per project per mix used
Binder Content	CP-L 5120, AASHTO T 164 or other methods agreed upon between Owner and Contractor	1/1000 tons or fraction thereof (not less than one test per day)
Maximum Theoretical Specific Gravity (Rice)	AASHTO T 209 (Rice), CP-L 51	1/1000 tons or fraction thereof (not less than one test per day)
Lottman Stripping, TSR & Dry Density	CP-L 5109	One per project per mix used.

Field control testing of dense graded asphalt mixes for the above tests shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403.

401.24 Acceptance

If any materials furnished, or work performed, fails to meet the specification requirements, such deficiencies shall be documented and reported to the Owner. Copies of all process control tests shall be delivered to the Owner within one business day. Test results that cannot be completed within one day shall be provided to the Owner no later than three days after the sample was obtained.

Owners Acceptance (OA) test results, if any, and/or Process Control (PC) test results will be evaluated to determine acceptability. If the Contractor does not meet the project specifications, but acceptable work has been produced, the Owner shall determine the extent of the work to be accepted. If the Owner determines the work is not acceptable, the Contractor shall correct the work, as approved by the Owner, at the expense of the Contractor.

SP-5 SECTION 403 – HOT MIX ASPHALT

REVISION OF SECTION 403 HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

403.02 Materials

Delete and replace with the following:

The materials shall conform to the requirements of subsections 401.2 of the Revised Section 401 above.

The design mix for hot mix asphalt (HMA) shall conform to the following Table 403-1 and Table 403-2:

**Table 403-1
Mixture Properties for Hot Mix Asphalt**

Property	Test Method	Value
Air Voids, percent at: N (design)	AASHTO T-132, CPL 5115	3.0 – 4.0
Lab Compaction (Revolutions): N (design)	CPL 5115	75
Hveem Stability, (Grading ST, SX & S only)	CPL 5106	28 min.
Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces	CP 45	60% min.
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman)(for S & SX mixes)	AASHTO T-283 Method B, CPL 5109 Method B	80 min.
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30) min.
Voids in the Mineral Aggregate (VMA) % minimum	CP 48, AI-SP2	See Table 403-2
Voids Filled with Asphalt (VFA)	AI MS-2	65-80%
Dust to Asphalt Ratio: Fine Gradation Coarse Gradation	CP 50	0.6 – 1.2 0.8 – 1.6
<p>Note: AI MS-2 = Asphalt Institute Manual Series 2</p> <p>Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.</p> <p>Note: Gradations for mixes with a nominal maximum aggregate size of one inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of 3/4” to 3/8” are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.</p>		

Table 403-2
Minimum Voids in Mineral Aggregate (VMA)

Nominal Maximum Size*, mm (inches)	***Design Air Voids **		
	3.5%	4.0%	4.5%
37.5 (1½)	11.6	11.7	11.8
25.0 (1)	12.6	12.7	12.8
19.0 (¾)	13.6	13.7	13.8
12.5 (½)	14.6	14.7	14.8
9.5 (¾)	15.6	15.7	15.8
4.75 (No. 4)	16.6	16.7	16.8
* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%. ** Interpolate specified VMA values for design air voids between those listed. *** Extrapolate specified VMA values for production air voids beyond those listed.			

403.03 Construction Requirements

Delete the first paragraph and replace with the following:

The construction requirements shall be as prescribed in subsections 401.3 through 401.14 of the Revised Section 401 above.

403.04 Method of Measurement

Delete and replace with the following:

Hot Mix Asphalt will be measured by the ton or the square yard. Batch weights will not be permitted as a method of measurement when measured by the ton. The tonnage shall be the weight used in the accepted pavement.

403.05 Basis of Payment

Delete and replace with the following:

The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton or square yard for the asphalt mixture.

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Grading __)(PG __)	Ton
Hot Mix Asphalt (Grading __)(PG __)	Square Yard
Hot Mix Asphalt (Patching)	Square Yard

Aggregate, asphalt cement, asphalt recycling agent, additives, hydrated lime, tack coat, and all other work necessary to complete each hot mix asphalt items will not be paid for separately but shall be included in the unit price bid.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately but shall be included in the work.

SP-7 SECTION 407 – PRIME COAT, TACK COAT, AND REJUVINATING AGENT

REVISIONS OF SECTION 407 PRIME COAT, TACK COAT, AND REJUVENATING AGENT

Section 407 of the Standard Specifications is hereby revised for this project as follows:

407.01 Description

Add the following:

Prior to placement of APM, a tack coat shall be applied to all existing concrete and asphalt surfaces.

407.02 Asphalt Material.

Add the following:

The tack coat shall meet the specification for emulsified asphalt, consisting of CSS-1h or SS-1h, and conform to AASHTO M208 or M140.

407.07 Application of Asphalt Material.

Add the following:

The tack coat shall be applied at the rates specified in Table 407-1. The surface receiving the tack coat shall be dry and clean, and dust, debris, and foreign matter shall be removed. Tack coat shall be applied uniformly. The Contractor shall allow the tack coat to cure (dehydrate) prior to the placement of APM. If the tack becomes contaminated during construction, it shall be cleaned, and if necessary, additional tack coat shall be reapplied and allowed to cure before paving resumes.

**TABLE 407-1
Tack Coat Application Rates**

Pavement Condition	Application Rate (gal/yd ²)		
	Residual	Undiluted	Diluted (1:1)
New asphalt	0.03 - 0.04	0.05 - 0.07	0.10 - 0.13
Oxidized asphalt	0.04 - 0.06	0.07 - 0.10	0.13 - 0.20
Milled Surface (asphalt)	0.06 - 0.08	0.10 - 0.13	0.20 - 0.30
Milled Surface (PCC)	0.06 - 0.08	0.10 - 0.13	0.20 - 0.30
Portland Cement Concrete	0.04 - 0.06	0.07 - 0.10	0.13 - 0.20

407.09 Method of Measurement and Basis of Payment.

Delete and replace the following:

Tack Coat will not be measured and paid separately but shall be considered included in the work for Section 401 – Asphalt Pavement Materials.

SP-7 SECTION 601 – STRUCTURAL CONCRETE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air \pm 1.5%
- Slump 4", Loads exceeding 4 ½" shall be rejected.
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type brand and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator.
2. Number of revolutions of the drum for mixing
3. Discharge time

SP-8 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, removal of existing base course, disposal of excavated and removed materials; furnishing, placement and compaction of Class 6 Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

SP-9 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications are hereby revised for this project as follows:

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two-way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original contract price for the project.
4. Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.

Subsection 630.14, Method of Measurement, shall include the following:

Distribution of door-hanger notices to all businesses and / or residents located adjacent to the overlay work will not be paid for separately but shall be included in the pay item for Traffic Control (Complete in Place). The City will provide the door hangers for distribution.

3.5 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

3.6 Attachments:

- A: Price Bid Schedule**
- B: Project Map Limits**

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	January 12, 2024
Non-Mandatory Pre-Bid Meeting	January 22, 2024 @ 9:00 AM
Pre-Qualification Application Deadline	January 26, 2024
Inquiry deadline, no questions after this date	January 26, 2024
Addendum Posted	January 29, 2024
Submittal deadline for proposals	February 6, 2024 @ 2:00 PM
City Council Approval	February 21, 2024
Notice of Award & Contract Execution	February 22, 2024
Bonding & Insurance Cert due	March 1, 2024
Notice to Proceed	March 2, 2024
Pre-construction meeting	March 4, 2024
Final Completion	30 Calendar Days from NTP
Holidays:	
Martin Luther King, Jr. Day	January 15, 2024
Presidents' Day	February 19, 2024

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5360-24-DD "30 Road Overlay – D Road to E Road"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establishes 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 Bidder, authorized to represent the Bidder and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

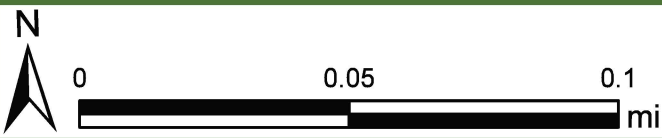
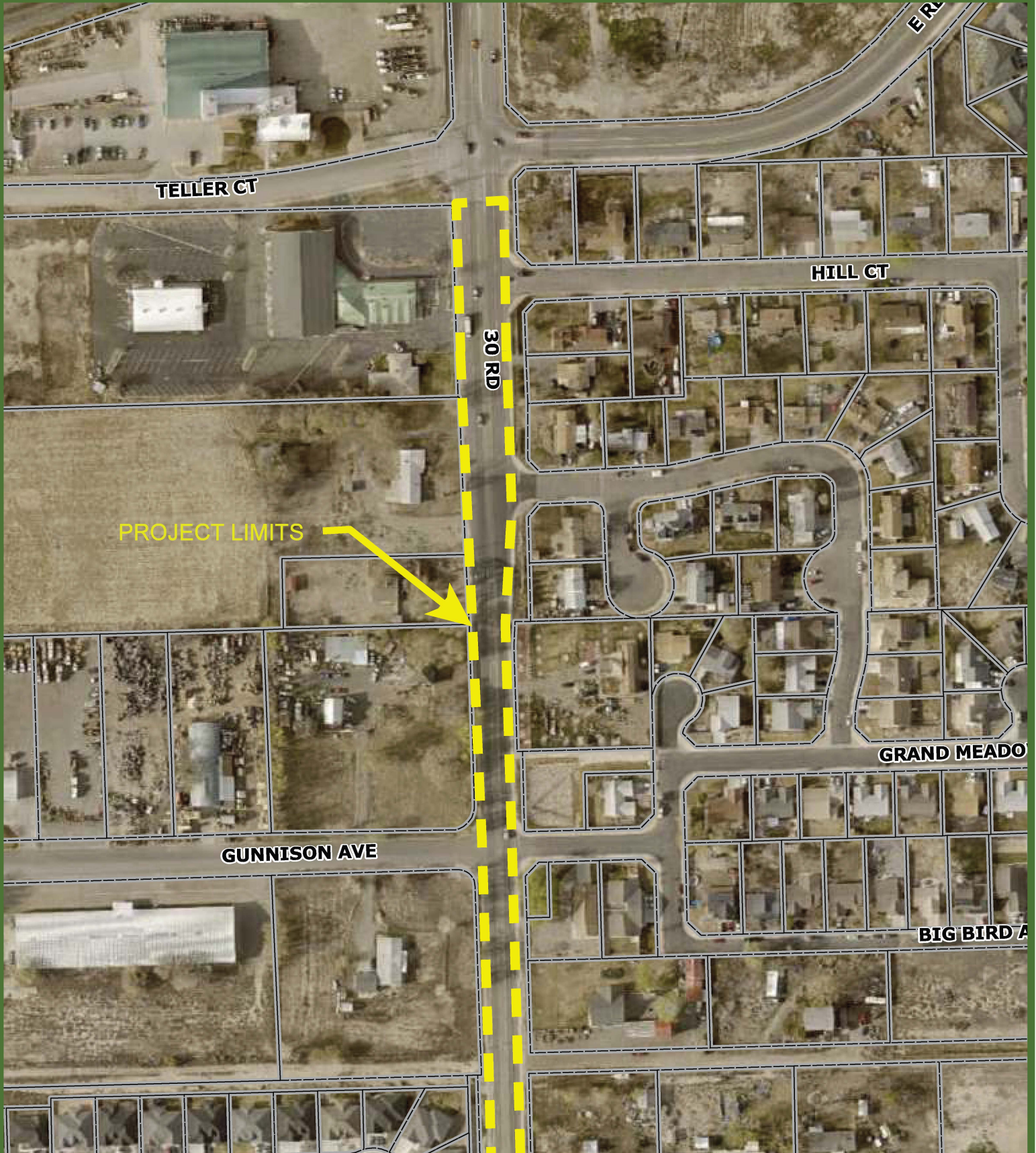
Bid Schedule: 2024 30 Road Overlay

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Asphalt Removal (Planing)(2" Typical)	18,500.	SY	\$ _____	\$ _____
2	208	Erosion Control	1.	LS	\$ _____	\$ _____
3	209	Dust Abatement	1.	LS	\$ _____	\$ _____
4	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	36.	EA	\$ _____	\$ _____
5	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	31.	EA	\$ _____	\$ _____
6	304	Subgrade Stabilization (Class 3 Aggregate Base Course - 24" Thick)(Complete in Place)(If Needed)	200.	Tons	\$ _____	\$ _____
7	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	2,585.	Tons	\$ _____	\$ _____
8	620	Sanitary Facility	1.	LS	\$ _____	\$ _____
9	625	Construction Surveying	1.	LS	\$ _____	\$ _____
10	626	Mobilization	1.	LS	\$ _____	\$ _____
11	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	493.	SF	\$ _____	\$ _____
12	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	496.	SF	\$ _____	\$ _____
13	630	Traffic Control (Complete In Place)	1.	LS	\$ _____	\$ _____
14	630	Traffic Control Plan	1.	EA	\$ _____	\$ _____
15	630	Flagging	15.	Days	\$ _____	\$ _____
 <u>ADD ALT 1 - Millings Delivery</u>						
A-1	202	Deliver Millings to 2620 Legacy Way	1.	LS	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>

Bid Amount: \$ _____

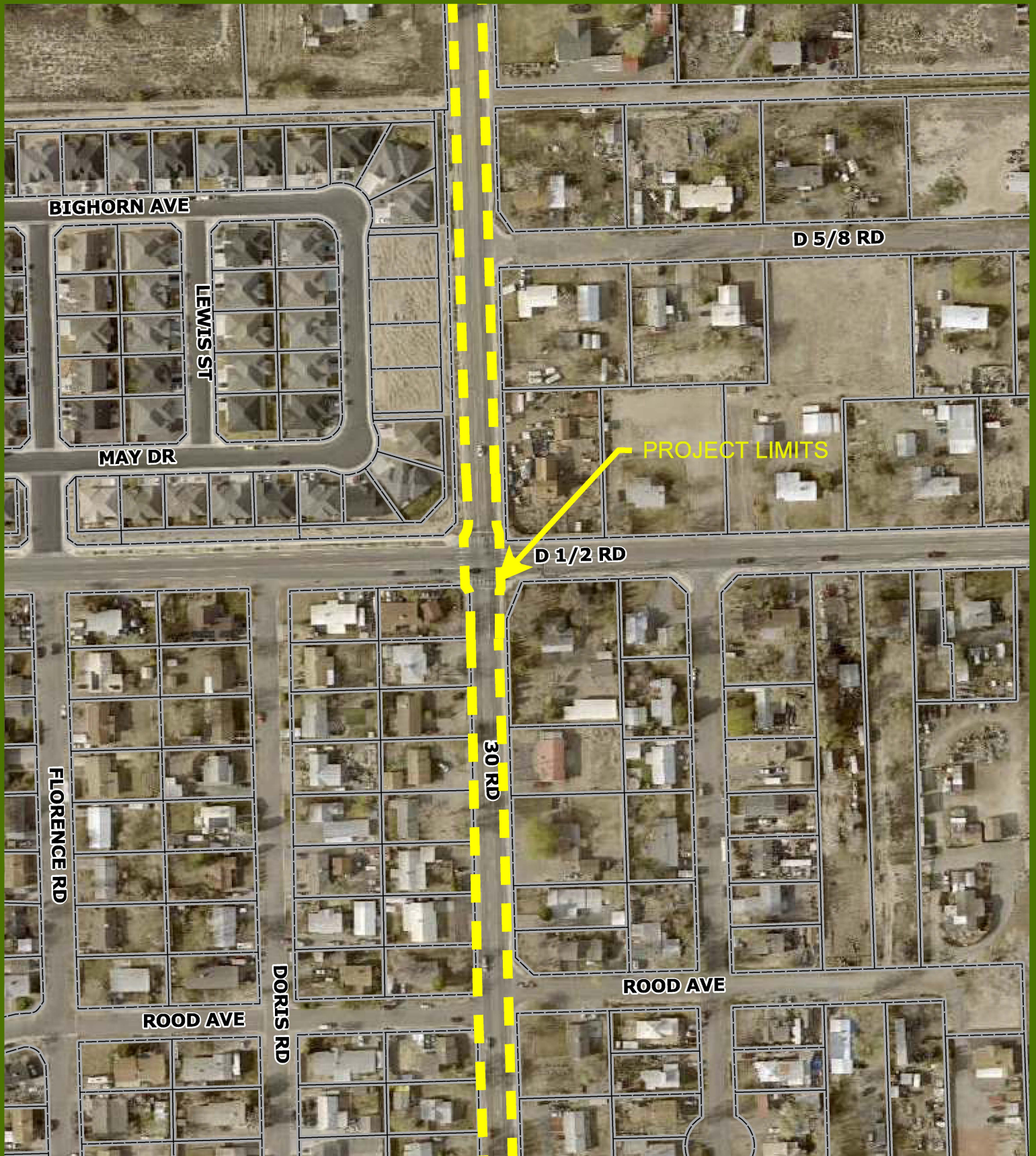
Bid Amount: _____ **dollars**

30 Road Overlay



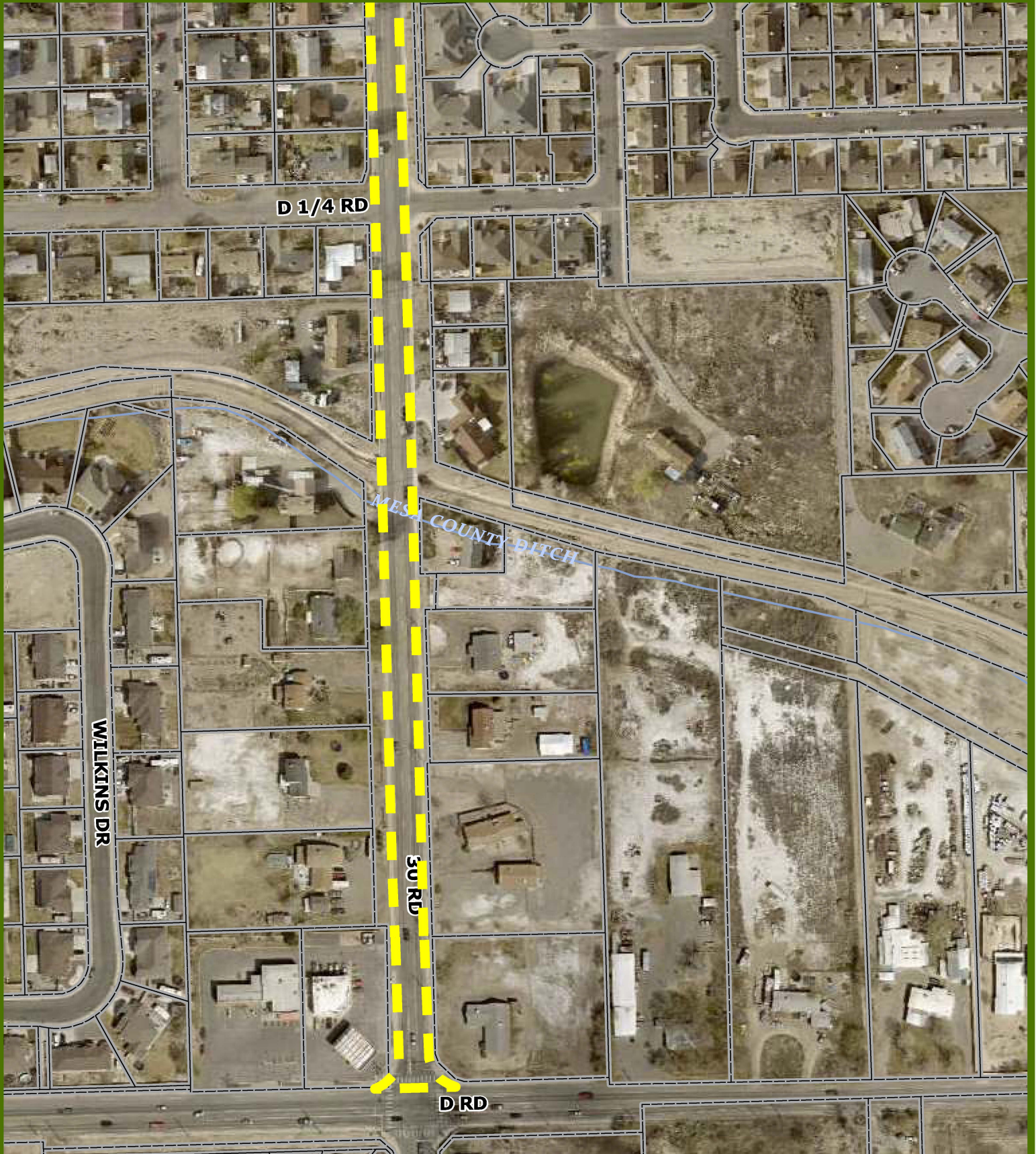
Printed: 12/29/2023
1 inch equals 188 feet
Scale: 1:2,257

30 Road Overlay



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30 Road Overlay



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1 inch equals 188 feet
Scale: 1:2,257



Purchasing Division

ADDENDUM NO. 1

DATE: January 30, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 30 Road Overlay D Road to E Road IFB-5360-24-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:** I am looking at the bid schedule for the 30 Road Overlays project and saw that there is an Add Alternate for hauling the millings. Typically, I see these as a separate item below the base bid, but this items placement appears to be included in the base bid. Is this correct?

Answer: The Add Alternate for the City to retain the millings and have the Contractor deliver them to 2620 Legacy Way shall not be included in the Base Bid. A revised Bid Schedule has been provided with this Addendum.
- 2. Question:** Going through the specifications on the 30 Road Overlay project, I saw that there is a lot of information regarding concrete and class 6. I just want to get clarification that there is no concrete work on this project as per the bid schedule. Also, there is a bid item for subgrade stabilization Class 3. Can we get more clarification on what this might include as there is nothing in the specs that describe what is needed. Will this include excavation, fabric, geogrid?

Answer: Additional language and pay items were included in the solicitation documents in case the Project encountered unforeseen subgrade issues or damaged adjacent concrete. These additional items will be removed from the base bid scope and the following is provided to clarify the Scope of Work. Any unforeseen changes in work will be processed according to the Standard Contract Documents.

 - Pay Item No. 3 for Dust Abatement has been removed from the Bid Schedule.
 - Pay Item No. 6 for Subgrade Stabilization has been removed from the Bid Schedule.
 - Section 3.4 of the Scope of Work shall be amended to remove the following Special Provision Sections; (1) SP-2 SECTION 203 – EXCAVATION AND EMBANKMENT, (2) SP-3 SECTION 304 – AGGREGATE BASE COURSE, (3) SP-7 SECTION 601 – STRUCTURAL CONCRETE, and (4) SP-8 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS.
- 3. Question:** Erosion Control – Is this item for just inlet protection or is the City anticipating silt fence or concrete washout?

- Answer:** Storm drain inlet protection is the only erosion control measure anticipated as part of the Work. Pay item No. 2 for Erosion Control shall be paid for at a lump sum contract price and shall include furnishing, installing, and maintaining the inlet protection measures.
- 4. Question:** Dust Abatement – This is a typical item for dirt projects, and I am looking for clarification on what this item would be used for. The specs are calling out for concrete and class 6 work but there isn't a bid item for either of those scopes of work.
- Answer:** See Response to Item No. 1, Question No. 3 above. Dust Abatement has been removed from the Bid Schedule.
- 5. Question:** Surveying – Can the City clarify what exactly they are anticipating for surveying work? My survey subcontractors are not sure what they should be bidding on.
- Answer:** - Adjustment of the boxes for Survey Monuments is included in Pay Item No. 4 and the Contractor is responsible for proper preservation of all monuments. No Construction Staking is anticipated.
-Pay Item No. 9 for Construction Surveying has been removed. The Contractor shall still be responsible for replacing any survey monuments if damaged.
- 6. Question:** Will night work be allowed?
- Answer:** The City will allow night work to reduce impacts on the traveling so long as adequate notice is provided and mutually agreed to in advance.
- 7. Question:** Is the City requiring Warm Mix Asphalt?
- Answer:** The Contractor may choose to use Warm Mix Asphalt technology per SP-4 Section 401.02(s) but is not required.
- 8. Question:** Will the City consider waiving the requirement for a Material Transfer Vehicle?
- Answer:** Refer to SP-4, Section 401.10 of the Solicitation, which states that "A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA if the Contractor is not able to demonstrate the ability for continuous straight-line paver operations and ability to eliminate the need to stop the paver in between each haul truck."
- 9. Clarification:** Section 3.3.12 of the Solicitation shall be amended to add the following permit to be obtained by the Contract with no permit fee: **City of Grand Junction "Construction within the Public Right-of-Way Permit"**

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Bid Schedule: 2024 30 Road Overlay Addendum No. 1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Asphalt Removal (Planing)(2" Typical)	18,500.	SY	\$ _____	\$ _____
2	208	Erosion Control	1.	LS	\$ _____	\$ _____
4	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	36.	EA	\$ _____	\$ _____
5	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	31.	EA	\$ _____	\$ _____
7	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	2,585.	Tons	\$ _____	\$ _____
8	620	Sanitary Facility	1.	LS	\$ _____	\$ _____
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11	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	493.	SF	\$ _____	\$ _____
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13	630	Traffic Control (Complete In Place)	1.	LS	\$ _____	\$ _____
14	630	Traffic Control Plan	1.	EA	\$ _____	\$ _____
15	630	Flagging	15.	Days	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>

Base Bid Amount: \$ _____

Base Bid Amount: _____ **dollars**

ADD Alternate 1 - Millings Delivery

A-1	202	City to Retain Millings and Contractor to Deliver Millings to 2620 Legacy Way	1.	LS	\$ _____	\$ _____
-----	-----	---	----	----	----------	----------



NOTICE OF AWARD

Date: February 22, 2024
Company: Kilgore Companies, LLC dba Elam Construction
Project: 30 Road Overlay – D Road to E Road IFB-5360-24-DD

You have been awarded the City of Grand Junction Contract for 30 Road Overlay D Road to E Road for a lump sum amount of **\$576,851.50**.

Please notify Kenneth Haley, Project Engineer at 970-244-1543 or kennethh@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: Kilgore Companies LLC, DBA LeGrand Johnson Construction Co.

DocuSigned by:

Russell Larsen

By: _____

29CCAB5DBB34472...

Title: President

Date: 2/22/2024

4. Contractor's Bid Form

Bid Date: February 6, 2024 - 2:00 p.m.

Project: **IFB-5360-24-DD "30 Road Overlay – D Road to E Road"**

Bidding Company: Kilgore Companies, LLC dba Elam Construction

Name of Authorized Agent: Russell A. Larsen

Email russ.larsen@kilgorecompanies.com

Telephone 970-242-5370 Address 556 Struthers Avenue

City Grand Junction State CO Zip 81501

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

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

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

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establishes 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 Bidder, authorized to represent the Bidder 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: 1

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

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

Company: Kilgore Companies, LLC dba Elam Construction

Authorized Signature: 

Title: President

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

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<u>Western Milling -2765 Hwy 50, GJ, CO 81503</u>	<u>Asphalt Milling</u>	<u>4%</u>
<u>ACM Construction-30908 US 160, Durango, CO 81303</u>	<u>Traffic Control</u>	<u>6%</u>
<u>TY Striping-970 Old 6&50, Mack, CO 81525</u>	<u>Pavement Marking</u>	<u>4%</u>
<u> </u>	<u> </u>	<u> </u>

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

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



Purchasing Division

ADDENDUM NO. 1

DATE: January 30, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 30 Road Overlay D Road to E Road IFB-5360-24-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:** I am looking at the bid schedule for the 30 Road Overlays project and saw that there is an Add Alternate for hauling the millings. Typically, I see these as a separate item below the base bid, but this items placement appears to be included in the base bid. Is this correct?

Answer: The Add Alternate for the City to retain the millings and have the Contractor deliver them to 2620 Legacy Way shall not be included in the Base Bid. A revised Bid Schedule has been provided with this Addendum.
- 2. Question:** Going through the specifications on the 30 Road Overlay project, I saw that there is a lot of information regarding concrete and class 6. I just want to get clarification that there is no concrete work on this project as per the bid schedule. Also, there is a bid item for subgrade stabilization Class 3. Can we get more clarification on what this might include as there is nothing in the specs that describe what is needed. Will this include excavation, fabric, geogrid?

Answer: Additional language and pay items were included in the solicitation documents in case the Project encountered unforeseen subgrade issues or damaged adjacent concrete. These additional items will be removed from the base bid scope and the following is provided to clarify the Scope of Work. Any unforeseen changes in work will be processed according to the Standard Contract Documents.

 - Pay Item No. 3 for Dust Abatement has been removed from the Bid Schedule.
 - Pay Item No. 6 for Subgrade Stabilization has been removed from the Bid Schedule.
 - Section 3.4 of the Scope of Work shall be amended to remove the following Special Provision Sections; (1) SP-2 SECTION 203 – EXCAVATION AND EMBANKMENT, (2) SP-3 SECTION 304 – AGGREGATE BASE COURSE, (3) SP-7 SECTION 601 – STRUCTURAL CONCRETE, and (4) SP-8 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS.
- 3. Question:** Erosion Control – Is this item for just inlet protection or is the City anticipating silt fence or concrete washout?

Answer: Storm drain inlet protection is the only erosion control measure anticipated as part of the Work. Pay item No. 2 for Erosion Control shall be paid for at a lump sum contract price and shall include furnishing, installing, and maintaining the inlet protection measures.

4. **Question:** Dust Abatement – This is a typical item for dirt projects, and I am looking for clarification on what this item would be used for. The specs are calling out for concrete and class 6 work but there isn't a bid item for either of those scopes of work.

Answer: See Response to Item No. 1, Question No. 3 above. Dust Abatement has been removed from the Bid Schedule.

5. **Question:** Surveying – Can the City clarify what exactly they are anticipating for surveying work? My survey subcontractors are not sure what they should be bidding on.

Answer: - Adjustment of the boxes for Survey Monuments is included in Pay Item No. 4 and the Contractor is responsible for proper preservation of all monuments. No Construction Staking is anticipated.
-Pay Item No. 9 for Construction Surveying has been removed. The Contractor shall still be responsible for replacing any survey monuments if damaged.

6. **Question:** Will night work be allowed?

Answer: The City will allow night work to reduce impacts on the traveling so long as adequate notice is provided and mutually agreed to in advance.

7. **Question:** Is the City requiring Warm Mix Asphalt?

Answer: The Contractor may choose to use Warm Mix Asphalt technology per SP-4 Section 401.02(s) but is not required.

8. **Question:** Will the City consider waiving the requirement for a Material Transfer Vehicle?

Answer: Refer to SP-4, Section 401.10 of the Solicitation, which states that "A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA if the Contractor is not able to demonstrate the ability for continuous straight-line paver operations and ability to eliminate the need to stop the paver in between each haul truck."

9. **Clarification:** Section 3.3.12 of the Solicitation shall be amended to add the following permit to be obtained by the Contract with no permit fee: **City of Grand Junction "Construction within the Public Right-of-Way Permit"**

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

**Bid Schedule: 2024 30 Road Overlay
Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Asphalt Removal (Planing)(2" Typical)	18,500.	SY	\$ <u>2.65</u>	\$ <u>49,025.00</u>
2	208	Erosion Control	1.	LS	\$ <u>9,700</u>	\$ <u>9,700</u>
4	210	Adjust Valve Box (Price to Include adjustment of Survey Monuments)	36.	EA	\$ <u>70.00</u>	\$ <u>2,520.00</u>
5	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	31.	EA	\$ <u>1275.00</u>	\$ <u>39,525.00</u>
7	401	Hot Mix Asphalt (2" thick) (Grading SX, Binder Grade 64-22)	2,585.	Tons	\$ <u>119.00</u>	\$ <u>307,615.00</u>
8	620	Sanitary Facility	1.	LS	\$ <u>1,300.00</u>	\$ <u>1,300.00</u>
10	626	Mobilization	1.	LS	\$ <u>45,000.00</u>	\$ <u>45,000.00</u>
11	627-30405	Preformed Thermoplastic Pavement Marking (Word/Symbol)	493.	SF	\$ <u>21.50</u>	\$ <u>10,599.50</u>
12	627-30410	Preformed Plastic Pavement Marking (X-Walk/Stopline)	496.	SF	\$ <u>14.50</u>	\$ <u>7,192.00</u>
13	630	Traffic Control (Complete In Place)	1.	LS	\$ <u>21,000.00</u>	\$ <u>21,000.00</u>
14	630	Traffic Control Plan	1.	EA	\$ <u>1,550.00</u>	\$ <u>1,550.00</u>
15	630	Flagging	15.	Days	\$ <u>455.00</u>	\$ <u>6,825.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>
Base Bid Amount:						\$ <u>551,851.50</u>

Base Bid Amount:

Five Hundred Fifty One Thousand, Eight Hundred Fifty One. 50/100

dollars

ADD Alternate 1 - Millings Delivery

A-1	202	City to Retain Millings and Contractor to Deliver Millings to 2620 Legacy Way	1.	LS	\$ <u>25,000</u>	\$ <u>576,851.50</u>
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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310
Bond Number: 71920-LIB-24-08

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Kilgore Companies, LLC dba Elam Construction
556 Struthers Avenue
Grand Junction, CO 81501

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
State of Inc: Massachusetts

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

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

OWNER:

(Name, legal status and address)

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

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

IFB-5360-24-DD, 30 Road Overlay - D Road to E Road

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

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

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

Signed and sealed this 5th day of February, 2024

[Signature]

(Witness)

Rita Alfano

(Witness) Rita Alfano

Kilgore Companies, LLC dba Elam Construction

(Principal) (Seal)

[Signature]

(Title) President

Liberty Mutual Insurance Company

(Surety) (Seal)

[Signature]

(Title) Kimberly Leonard, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberly Leonard

all of the city of Morristown, state of New Jersey each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: *David M. Carey*

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of February, 2024.



By: *Renee C. Llewellyn*

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks.....	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums	7,929,876,358	Reserve for Commissions, Taxes and	
Accrued Interest and Rents.....	166,740,412	Other Liabilities	9,206,000,954
Other Admitted Assets.....	15,968,062,977	Total.....	\$47,860,270,390
Total Admitted Assets.....	<u>\$69,850,735,943</u>	Special Surplus Funds	\$195,696,103
		Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus.....	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMikolajewski

Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: Brian M Lynch PHONE (A/C, No., Ext): 212-345-0557 FAX (A/C, No.): 212-948-5527 E-MAIL ADDRESS: Brian.Lynch@marsh.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER C : ACE Property and Casualty Insurance Company</td> <td>20699</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : ACE Fire Underwriters Insurance Company	20702	INSURER C : ACE Property and Casualty Insurance Company	20699	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED Kilgore Companies, LLC dba Elam Construction 556 Struthers Avenue Grand Junction, CO 81501														

COVERAGES **CERTIFICATE NUMBER:** NYC-011887984-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G48899961	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10819295	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			G27969355 009	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C55521402 AL,AR,AZ,CO,CT,FL,ID,IA,KS,KY,MD MO,NC,NJ,NV,OK,SC,TN,TX,UT,VA,WW SCF C55521475 (WI)	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Grand Junction is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER City of Grand Junction 250 North 5th Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>
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