

# CHANGE ORDER

## Number 1

Date: 4/1/2024  
 To: Dirtworks Construction, LLC  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **I-70B Waterline Replacements - 1st Street to 3rd Street**  
 P.O.: **2024-0000025**

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

27 days are added to the 60-day waterline installation milestone date. The contract amount remains the same.

**See attachments:**

1. Tabulation of Quantities
2. Change Order Narrative
3. Restraint Redlines
4. CDOT Trench Details
5. Temporary Water Service Summary
6. Milling and Water Service Summary
7. RFI #3 for milestone days

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

Original Contract Amount	\$1,779,908.94
Approved Change Orders	0.00
This Change Order	0.00
Revised Contract Amount	<u>\$1,779,908.94</u>

Summary of Contract time adjustments:

Original Contract Time	130.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	<u>130.</u>	Cal. Days

Construction Start Date: January 29, 2024  
 Waterline Milestone Date: April 25, 2024  
 Contract Completion Date: June 6, 2024

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

Owner:

### City of Grand Junction

DocuSigned by:

Prepared by:

*William Comer*

Date: 4/2/2024

639055AD8427468...

DocuSigned by:

Project Engineer

Approved by:

*Mark Ritterbush*

Date: 4/2/2024

A379FCD69FBB447...

DocuSigned by:

MARK RITTERBUSH, Water Services Manager

Contractor:

### Dirtworks Construction, LLC

DocuSigned by:

Signature:

*Brandon Hughes*

Date: 4/2/2024

Name and Title:

5B7B25851D2643D...  
BRANDEN HUGHES

President/Owner

## Tabulation of Quantities

### I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-0000025 Change Order No. 1

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
1	202-00000	Sawing Asphalt Material (6 Inch)	7,182.	LF	\$ 5.25	\$ 37,705.50	7182	LF	\$ 5.25	\$ 37,705.50	
2	202-00032	Removal of Valve	18.	EA	\$ 500.00	\$ 9,000.00	18	EA	\$ 500.00	\$ 9,000.00	
3	202-00035	Removal of Pipe	3,326.	LF	\$ 24.00	\$ 79,824.00	3326	LF	\$ 24.00	\$ 79,824.00	
4	202-00220	Removal of Asphalt Mat	2,789.	SY	\$ 5.96	\$ 16,622.44	2789	SY	\$ 5.96	\$ 16,622.44	
5	206-00065	Structure Backfill (Flow-Fill)	812.	CY	\$ 127.00	\$ 103,124.00		CY	\$ 127.00		\$ (103,124.00)
6	206-00510	Filter Material (Class A)	650.	CY	\$ 45.00	\$ 29,250.00	1176	CY	\$ 45.00	\$ 52,920.00	\$ 23,670.00
7	210-00035	Reset Water Meter	3.	EA	\$ 2,000.00	\$ 6,000.00	3	EA	\$ 2,000.00	\$ 6,000.00	
8	210-00050	Reset Fire Hydrant	8.	EA	\$ 5,500.00	\$ 44,000.00	8	EA	\$ 5,500.00	\$ 44,000.00	
9	210-04060	Adjust Water Meter	35.	EA	\$ 500.00	\$ 17,500.00	35	EA	\$ 500.00	\$ 17,500.00	
10	304-06000	Aggregate Base Course (Class 6)	1,480.	TON	\$ 25.00	\$ 37,000.00	1480	TON	\$ 25.00	\$ 37,000.00	
11	403-00720	HMA (Patching)(Includes temporary Curb, Gutter, and Sidewalk as directed)	978.	TON	\$ 225.00	\$ 220,050.00	636.84	TON	\$ 225.00	\$ 143,288.79	\$ (76,761.21)
12	619-00002 108.4	Water Service	1.	EA	\$ 1,800.00	\$ 1,800.00	1	EA	\$ 1,800.00	\$ 1,800.00	
13	619-00006 108.3	Connect to New Waterline	2.	EA	\$ 2,500.00	\$ 5,000.00	2	EA	\$ 2,500.00	\$ 5,000.00	
14	619-00007 108.3	Connect to Existing Waterline	5.	EA	\$ 1,200.00	\$ 6,000.00	5	EA	\$ 1,200.00	\$ 6,000.00	
15	619-40060 108.4	3/4 Inch Copper Pipe	540.	LF	\$ 20.00	\$ 10,800.00	540	LF	\$ 20.00	\$ 10,800.00	

**Tabulation of Quantities**

**I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-0000025  
Change Order No. 1**

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
16	619-40120 108.4	1.5 Inch Copper Pipe	64.	LF	\$ 80.00	\$ 5,120.00	120	LF	\$ 80.00	\$ 9,600.00	\$ 4,480.00
17	619-50240 108.4	3 Inch Plastic Pipe (ASTM D-2241 PVC)	32.	LF	\$ 25.00	\$ 800.00	32	LF	\$ 25.00	\$ 800.00	
18	619-50320 108.2	4 Inch Plastic Pipe (C-900 PVC, DR18)	32.	LF	\$ 30.00	\$ 960.00	32	LF	\$ 30.00	\$ 960.00	
19	619-50480 108.2	6 Inch Plastic Pipe (C-900 PVC, DR18)	376.	LF	\$ 75.00	\$ 28,200.00	376	LF	\$ 75.00	\$ 28,200.00	
20	619-50640 108.2	8 Inch Plastic Pipe (C-900 PVC, DR18)	2,547.	LF	\$ 90.00	\$ 229,230.00	2547	LF	\$ 90.00	\$ 229,230.00	
21	619-75048 108.3	6 Inch Gate Valve	9.	EA	\$ 2,200.00	\$ 19,800.00	9	EA	\$ 2,200.00	\$ 19,800.00	
22	619-75064 108.3	8 Inch Gate Valve	10.	EA	\$ 2,800.00	\$ 28,000.00	10	EA	\$ 2,800.00	\$ 28,000.00	
23	619-77206 102.8c	6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	77.	EA	\$ 800.00	\$ 61,600.00		EA	\$ 800.00		\$ (61,600.00)
24	619-77208 102.8c	8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	201.	EA	\$ 825.00	\$ 165,825.00		EA	\$ 825.00		\$ (165,825.00)
25	619-77300 108.4	Corporation Stop	39.	EA	\$ 100.00	\$ 3,900.00	39	EA	\$ 100.00	\$ 3,900.00	

## Tabulation of Quantities

### I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-0000025 Change Order No. 1

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
26	625-00000	Construction Surveying (Includes As-Built Drawings)	1.	LS	\$ 12,000.00	\$ 12,000.00	1.42	LS	\$ 12,000.00	\$ 17,000.00	\$ 5,000.00
27	626-00000	Mobilization	1.	LS	\$ 85,000.00	\$ 85,000.00	1	LS	\$ 85,000.00	\$ 85,000.00	
28	630	Traffic Control (Complete in Place)	130.	DAY	\$ 2,000.00	\$ 260,000.00	130	DAY	\$ 2,000.00	\$ 260,000.00	
29	108.3	6" 11.25° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	2.	EA	\$ 450.00	\$ 900.00	2	EA	\$ 450.00	\$ 900.00	
30	108.3	6" 22.5° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	1.	EA	\$ 350.00	\$ 350.00	1	EA	\$ 350.00	\$ 350.00	
31	108.3	6" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	9.	EA	\$ 400.00	\$ 3,600.00	9	EA	\$ 400.00	\$ 3,600.00	
32	108.3	8" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	13.	EA	\$ 425.00	\$ 5,525.00	13	EA	\$ 425.00	\$ 5,525.00	
33	108.3	8"x6" Reducer (Epoxy Coated)	2.	EA	\$ 400.00	\$ 800.00	2	EA	\$ 400.00	\$ 800.00	
34	108.3	8"x6" Swivel Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	7.	EA	\$ 900.00	\$ 6,300.00	7	EA	\$ 900.00	\$ 6,300.00	
35	108.3	8"x8" Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	5.	EA	\$ 900.00	\$ 4,500.00	5	EA	\$ 900.00	\$ 4,500.00	
36	108.4	6"x1.5" Tapping Saddle	2.	EA	\$ 600.00	\$ 1,200.00	2	EA	\$ 600.00	\$ 1,200.00	
37	108.4	8"x1.5" Tapping Saddle	1.	EA	\$ 630.00	\$ 630.00	1	EA	\$ 630.00	\$ 630.00	
38	108.4	8"x3/4" Tapping Saddle	32.	EA	\$ 480.00	\$ 15,360.00	32	EA	\$ 480.00	\$ 15,360.00	

## Tabulation of Quantities

### I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-0000025 Change Order No. 1

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
39	102.8d	8"x4" Tapping Sleeve	2.	EA	\$ 2,400.00	\$ 4,800.00	EA	\$ 2,400.00		\$ (4,800.00)	
40	202	Removal of Concrete (Curb, Gutter, and Sidewalk)	744.	SY	\$ 5.00	\$ 3,720.00	744	SY	\$ 5.00	\$ 3,720.00	
41	203	Unclassified Excavation (Includes haul and disposal of excavated material)	1,461.	CY	\$ 15.00	\$ 21,915.00	4101	CY	\$ 15.00	\$ 61,515.00	\$ 39,600.00
42	208	Erosion and Sediment Control	1.	LS	\$ 7,500.00	\$ 7,500.00	1	LS	\$ 7,500.00	\$ 7,500.00	
43	210	Reset Valve	2.	EA	\$ 4,200.00	\$ 8,400.00	EA	\$ 4,200.00		\$ (8,400.00)	
44	620	Portable Sanitary Facility	1.	EA	\$ 1,500.00	\$ 1,500.00	1	EA	\$ 1,500.00	\$ 1,500.00	
45	630	Traffic Control Plan	1.	LS	\$ 1,500.00	\$ 1,500.00	1	LS	\$ 1,500.00	\$ 1,500.00	
46	304	Structural Backfill (Class 3 Pit or Bank Run)					4301	TON	\$ 22.50	\$ 96,772.50	\$ 96,772.50
47	-	Temporary Water Services					1	LS	\$ 114,589.79	\$ 114,589.79	\$ 114,589.79
48	104.3g	Fire Hydrant extensions (Install only)					7	EA	\$ 500.00	\$ 3,500.00	\$ 3,500.00
49	202	Asphalt Removal (Planing)					44	HR	\$ 846.00	\$ 37,224.00	\$ 37,224.00
50	202	Mobilization - Asphalt Removal (Planing)					6	EA	\$ 1,200.00	\$ 7,200.00	\$ 7,200.00

## Tabulation of Quantities

### I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-0000025 Change Order No. 1

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
51	108.4	Two additional 3/4" Water Services and 4" Fire Line for Kevin Tinsley: (226 Pitkin, 230 Pitkin, 238 Pitkin) 2 EA Water Service (3/4") @ \$1,800.00 EA 1 EA 8"x4" Tee @ \$2,400.00 EA 1 EA 4" Gate Valve @ \$1,850.00 EA 15 LF 4" C900 Pipe @ \$30.00/LF 2 SY Removal of Asphalt Mat @ \$5.96/SY 10 TONS Class 3 @ \$15.00/TON 3 TONS Class 6 @ \$25.00/TON 4 CY Class A @ \$45.00/CY 1 TON HMA @ \$225.00/TON 1 TON Cold Patch @ \$275.00/TON 13 CY Unclassified Excavation @ \$15.00/CY 1 EA 4" Cap @ \$525.00					1 EA	\$ 9,936.92	\$ 9,936.92	\$ 9,936.92	
52	108.4	2" Water Service Line (Type K Copper)					60 LF	\$ 105.00	\$ 6,300.00	\$ 6,300.00	
53	108.4	2" Corporation Stop					1 EA	\$ 780.00	\$ 780.00	\$ 780.00	
54	108.4	1.5" Corporation Stop					2 EA	\$ 535.00	\$ 1,070.00	\$ 1,070.00	
55	108.4	8"x2" Tapping Saddle					1 EA	\$ 800.00	\$ 800.00	\$ 800.00	
56	108.3	4" Gate Valve					2 EA	\$ 1,850.00	\$ 3,700.00	\$ 3,700.00	
57	102.8c	6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all					14 EA	\$ 400.00	\$ 5,600.00	\$ 5,600.00	
58	102.8c	8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all					48 EA	\$ 425.00	\$ 20,400.00	\$ 20,400.00	
59	-	Temporary Patching (Cold Patch)(As Directed)					347 TON	\$ 275.00	\$ 95,425.00	\$ 95,425.00	
60	108.3	8"x4" Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)					5 EA	\$ 1,200.00	\$ 6,000.00	\$ 6,000.00	
61	-	Fire Hydrant sweep/offset (Install only)					3 EA	\$ 450.00	\$ 1,350.00	\$ 1,350.00	

## Tabulation of Quantities

### I-70B Waterline Replacements - 1st Street to 3rd Street -- City P.O. No. 2024-00000025 Change Order No. 1

April 1, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period	130	Cal. Days	---	---	130	Cal. Days	---	---	-
FA-1	203-01597	Potholing (As Directed)	20.	HR	\$ 200.00	\$ 4,000.00	20	HR	\$ 200.00	\$ 4,000.00	
FA-2	250-00224	Hazardous Waste Disposal (Radioactive)	1,461.	CY	\$ 18.00	\$ 26,298.00	15	CY	\$ 18.00	\$ 270.00	\$ (26,028.00)
FA-3	103.8 / 108.7	Unstable Trench Bottom (Includes Muck Excavation and Type B Granular Stabilization Material)(As Directed)	650.	TON	\$ 20.00	\$ 13,000.00	7	TON	\$ 20.00	\$ 140.00	\$ (12,860.00)
FA-4	-	Temporary Patching (Cold Patch)(As Directed)	80.	TON	\$ 300.00	\$ 24,000.00		TON	\$ 300.00		\$ (24,000.00)
MCR		Minor Contract Revisions	---	---	\$ 100,000.00	\$ 100,000.00	---	---	\$ 100,000.00	\$ 100,000.00	\$ 0.00
SUBTOTAL:						\$ 1,779,908.94			\$ 1,779,908.94	\$ 1,779,908.94	\$ 0.00
TOTALS:						\$ 1,779,908.94			\$ 1,779,908.94	\$ 1,779,908.94	\$ 0.00

## **Change Order Narrative**

### **CO #1 Narrative**

#### **Item #5. Structural Backfill (flow fill)**

The total quantity has been reduced to zero. CDOT Class 3 (Pit Run) will be used instead.

#### **Item #6. Filter Material (Class A)**

The total quantity has been increased for the additional trench width on Ute Ave.

#### **Item #11. HMA (Patching)(Includes temporary Curb, Gutter, and Sidewalk as directed)**

The total quantity has been reduced. Part of the HMA quantity was for the complete re-pave of 2nd St. after all of the pipe was removed.

#### **Item #23. 6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)**

Replaced by bid item #57.

#### **Item #24. 8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)**

Replaced by bid item #58.

#### **Item #26. Construction Surveying (Includes As-Built Drawings)**

The total price has been increased to include Pointman data collection and submittal to CDOT.

#### **Item #39. 8"x4" Tapping Sleeve**

Replaced by bid item #60.

#### **Item #41. Unclassified Excavation (Includes haul and disposal of excavated material)**

The total quantity has been increased for the additional trench width on Ute Ave.

#### **Item 43. Reset Valve**

Replaced by bid item #56.



## **Change Order Narrative**

### **Item #46. Structural Backfill (Class 3 Pit or Bank Run)**

New item. Class 3 will be used in lieu of flow fill for the waterlines as indicated on the attached CDOT drawing titled "T-TOP DETAILS - UTILITIES".

### **Item #47. Temporary Water Services**

New item resulting from the restraint quantities being reduced. Includes installation, maintenance, and removal of temporary water system.

### **Item #48. Fire Hydrant extensions (Install only)**

New item. Flange elevations were not provided on the plans.

### **Item #49. Asphalt Removal (Planing)**

New item. Time savings and comparable cost to saw cutting asphalt for the entire project.

### **Item #50. Mobilization - Asphalt Removal (Planing)**

New item. Required for Item #49.

### **Item 51. Additional Water Services for Kevin Tinsley (226, 230, 238 Pitkin Ave.)**

New item. Two additional 3/4-inch water service assemblies and a 4-inch fire line.

### **Item #52. 2" Water Service Line (Type K Copper)**

New item. Not shown on plans.

### **Item #53. 2" Corporation Stop**

New item. Not shown on plans.

### **Item #54. 1.5" Corporation Stop**

New Item. Adjusted cost for additional 1.5" corp stops not shown on plans.

## **Change Order Narrative**

### **Item #55. 8"x2" Tapping Saddle**

New item. Not shown on plans.

### **Item #56. 4" Gate Valve**

New item. Replacements for existing valves instead of resets per Item 43.

### **Item #57. 6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)**

Restraints will be provided as indicated per the attached plans. Additional restraints will be provided within 80 feet of vertical offsets. The unit price has been reduced.

### **Item #58. 8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)**

Restraints will be provided as indicated per the attached plans. Additional restraints will be provided within 80 feet of vertical offsets. The unit price has been reduced.

### **Item #59. Temporary Patching (Cold Patch)(As Directed)**

This quantity has been increased for the wider trench width on Ute Ave., and for cold patch on 2nd St. and Pitkin Ave. The unit price has been reduced.

### **Item #60. 8"x4" Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)**

Replaces Item #39 as a cost-savings.

### **Item #61. Fire Hydrant sweep/offset (Install only)**

New item. Flange elevations were not provided on the plans.

### **Item FA-2. Hazardous Waste Disposal (Radioactive)**

The total quantity has been reduced. The quantity on the bid tab has not been reflected by the site conditions.

## **Change Order Narrative**

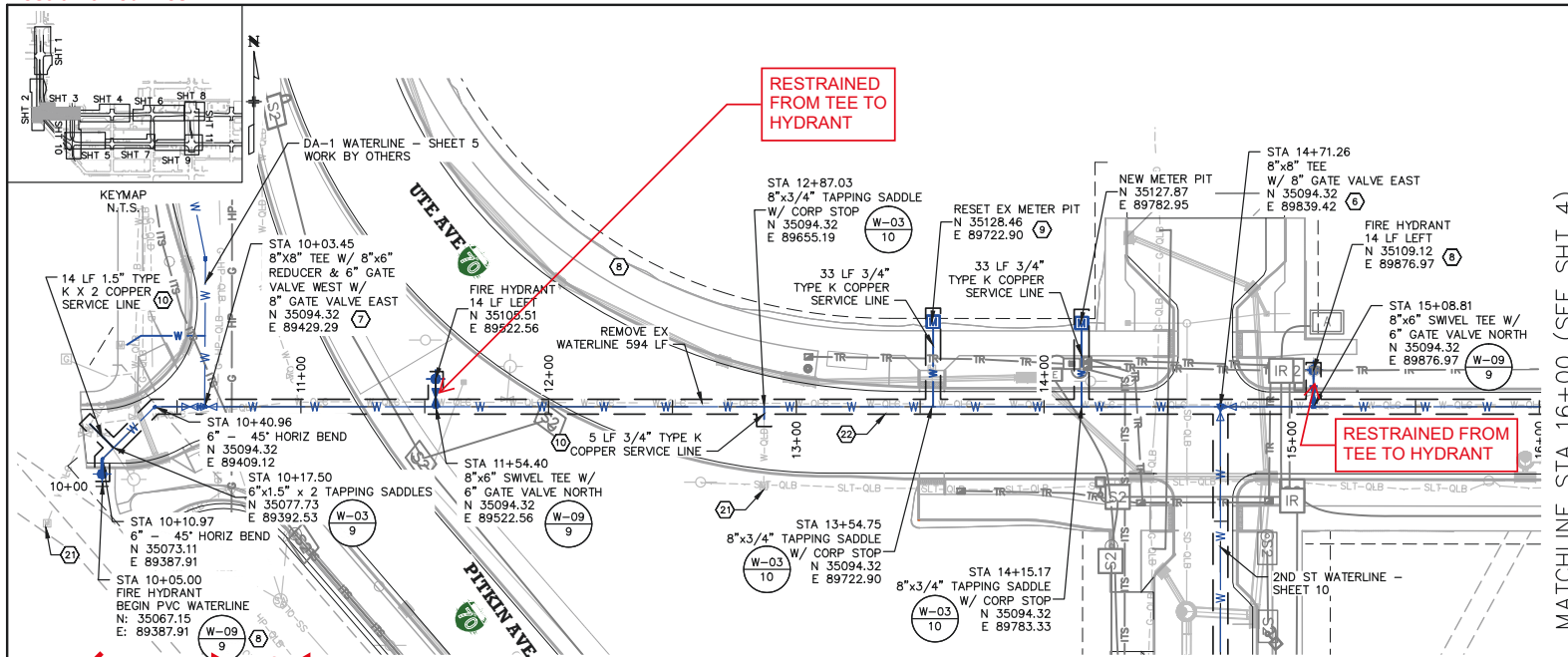
### **Item FA-3. Unstable Trench Bottom (Includes muck excavation and Type B Granular Stabilization Material) (As Directed)**

The total quantity has been reduced. The quantity on the bid tab has not been reflected by the site conditions.

### **Item FA-4. Temporary Patching (Cold Patch)(As Directed)**

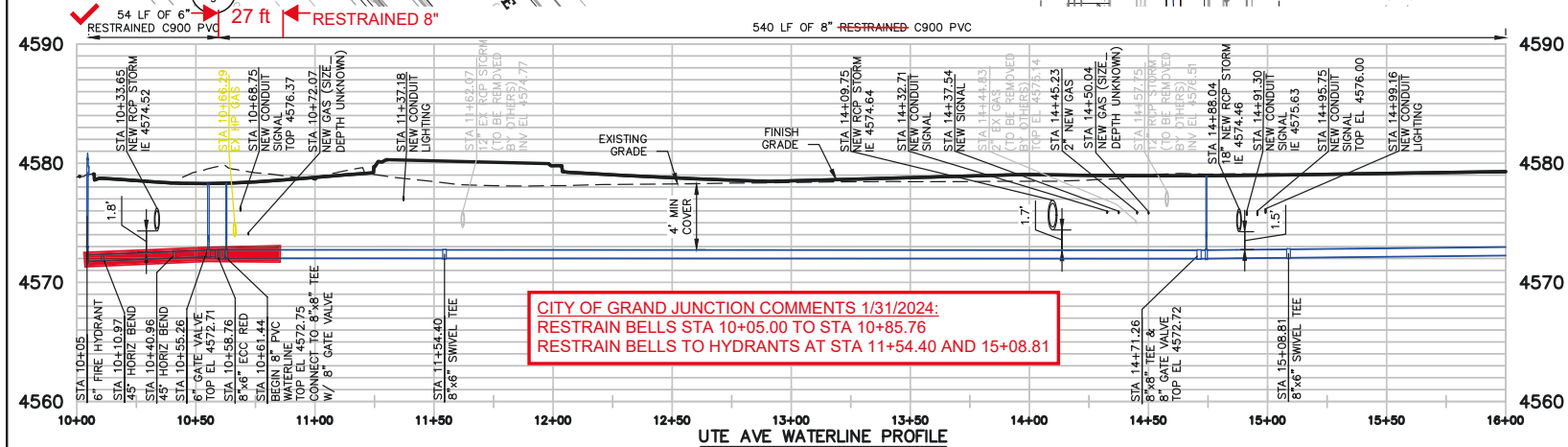
Replaced by bid item #59.

**Restraint Redlines**

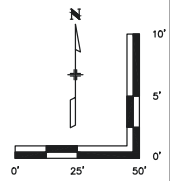


- KEY NOTES**
- 7 6" GATE VALVE AND 8"x6" REDUCER MOUNTED TO 8" TEE BY MJ "FOSTER ADAPTER.
  - 8 REMOVE EXISTING HYDRANT, SALVAGE AND INSPECT VERTICAL PORTION. RESET AT NEW LOCATION.
  - 9 REMOVE AND RESET EXISTING METER PIT. SEE DETAIL W-03/SHT 13.
  - 10 CONNECT NEW COPPER SERVICE LINE TO EXISTING SERVICE LINE PER DETAIL W-03 SHT 13. LENGTH AS SHOWN.
  - 21 EXISTING METER PIT. PROTECT IN PLACE.
  - 22 LIMITS OF PATCHING.

MATCHLINE STA 16+00 (SEE SHT 4)



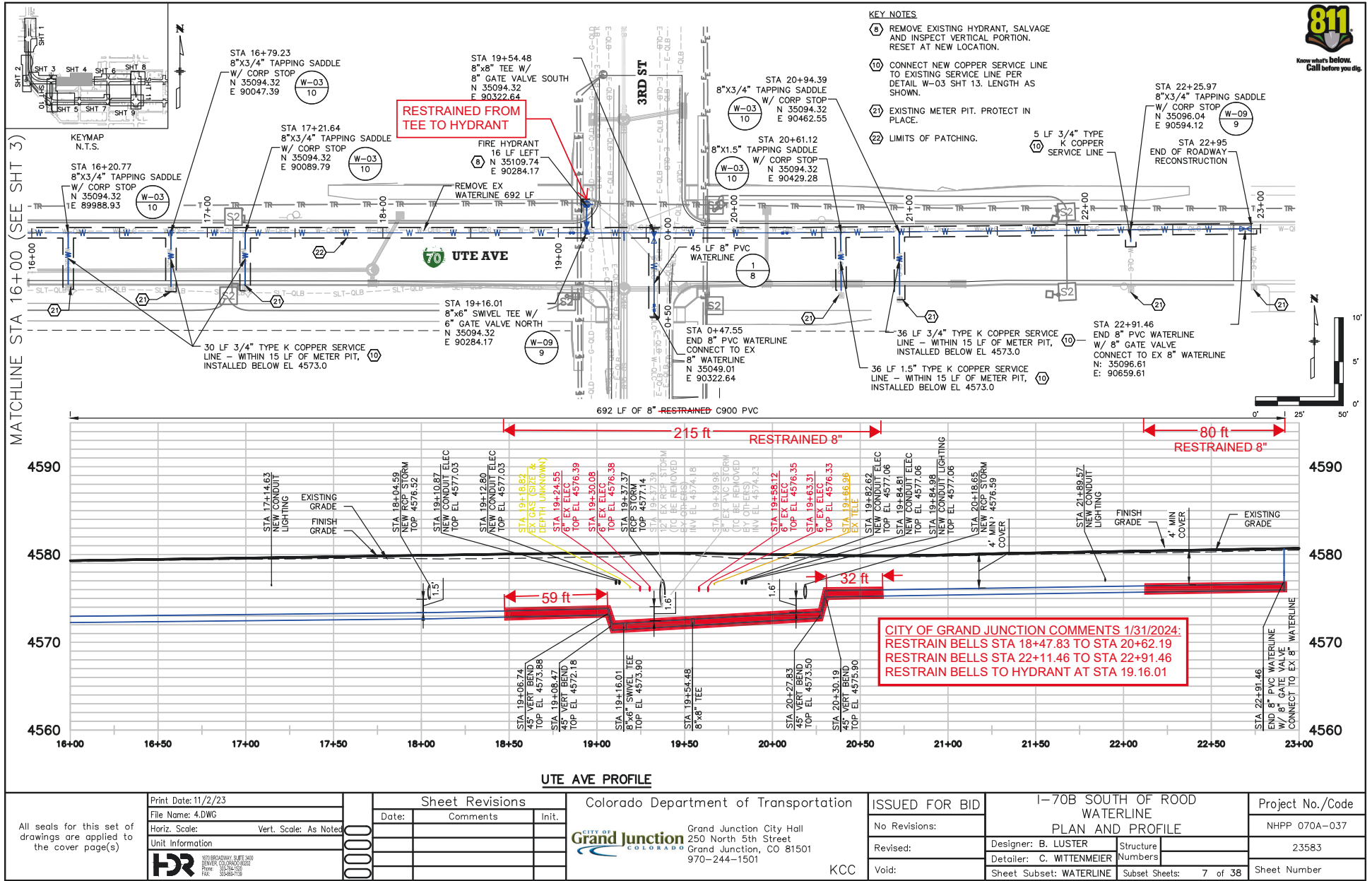
CITY OF GRAND JUNCTION COMMENTS 1/31/2024:  
 RESTRAIN BELLS STA 10+05.00 TO STA 10+85.76  
 RESTRAIN BELLS TO HYDRANTS AT STA 11+54.40 AND 15+08.81



11/2/23 CWITENMEI c:\pwworking\central01\3146741\4.dwg

All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 4.DWG	Sheet Revisions Date:            Comments            Init.	Colorado Department of Transportation Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501	ISSUED FOR BID No Revisions: Revised: Void:	I-70B SOUTH OF ROOD WATERLINE PLAN AND PROFILE	Project No./Code NHPP 070A-037 23583 Sheet Number
	Unit Information 1070 BRIDGEMAN SUITE 300 DENVER, COLORADO 80202 PHONE: 303.733.0300 FAX: 303.733.0318	Vert. Scale: As Noted	KCC	Designer: B. LUSTER Detailer: C. WITTENMEIER Sheet Subset: WATERLINE Subsets Sheets: 6 of 38		
	All seals for this set of drawings are applied to the cover page(s)		KCC		Sheet Subset: WATERLINE Subsets Sheets: 6 of 38	

**Restraint Redlines**



- KEY NOTES**
- ⓐ REMOVE EXISTING HYDRANT, SALVAGE AND INSPECT VERTICAL PORTION. RESET AT NEW LOCATION.
  - ⓐ CONNECT NEW COPPER SERVICE LINE TO EXISTING SERVICE LINE PER DETAIL W-03 SHT 13. LENGTH AS SHOWN.
  - ⓐ EXISTING METER PIT. PROTECT IN PLACE.
  - ⓐ LIMITS OF PATCHING.
  - ⓐ 5 LF 3/4" TYPE K COPPER SERVICE LINE
  - ⓐ STA 22+95 END OF ROADWAY RECONSTRUCTION
  - ⓐ STA 22+91.46 END 8" PVC WATERLINE W/ 8" GATE VALVE CONNECT TO EX 8" WATERLINE
  - ⓐ STA 22+91.46
  - ⓐ END 8" PVC WATERLINE W/ 8" GATE VALVE CONNECT TO EX 8" WATERLINE
  - ⓐ N: 35096.61
  - ⓐ E: 90659.61

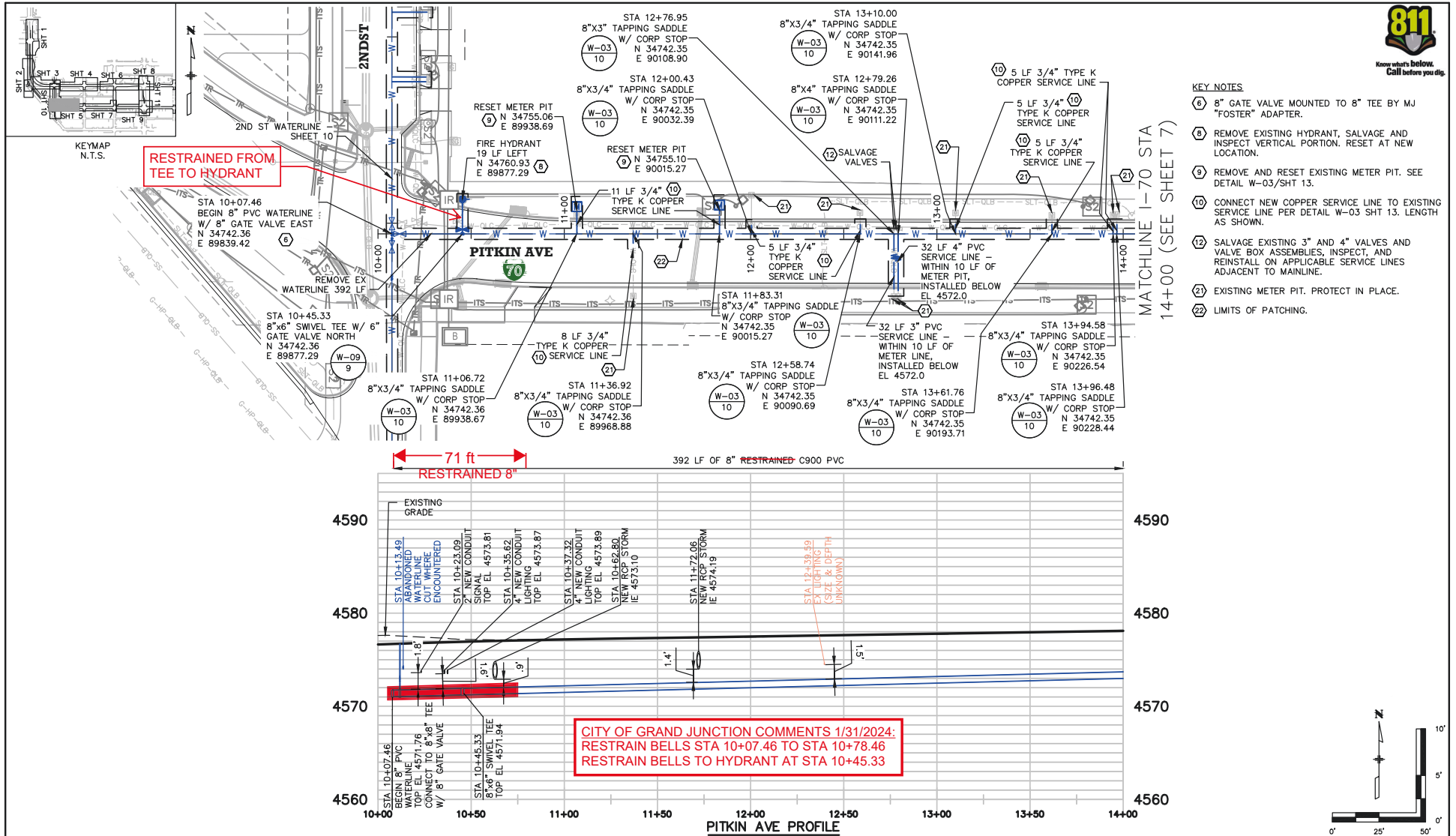
**CITY OF GRAND JUNCTION COMMENTS 1/31/2024:**  
 RESTRAIN BELLS STA 18+47.83 TO STA 20+62.19  
 RESTRAIN BELLS STA 22+11.46 TO STA 22+91.46  
 RESTRAIN BELLS TO HYDRANT AT STA 19.16.01

**UTE AVE PROFILE**

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All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 4.DWG	<b>Sheet Revisions</b>		Colorado Department of Transportation		ISSUED FOR BID	I-70B SOUTH OF ROAD WATERLINE PLAN AND PROFILE		Project No./Code NHPP 070A-037
	Horiz. Scale: Vert. Scale: As Noted	Date:	Comments:	Init.:	Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501		No Revisions:	Designer: B. LUSTER Detailer: C. WITTENMEIER	Structure Numbers 23583
	Unit Information 				KCC	Revised:	Sheet Subset: WATERLINE	Subsets Sheets: 7 of 38	Sheet Number
	Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501								

**Restraint Redlines**

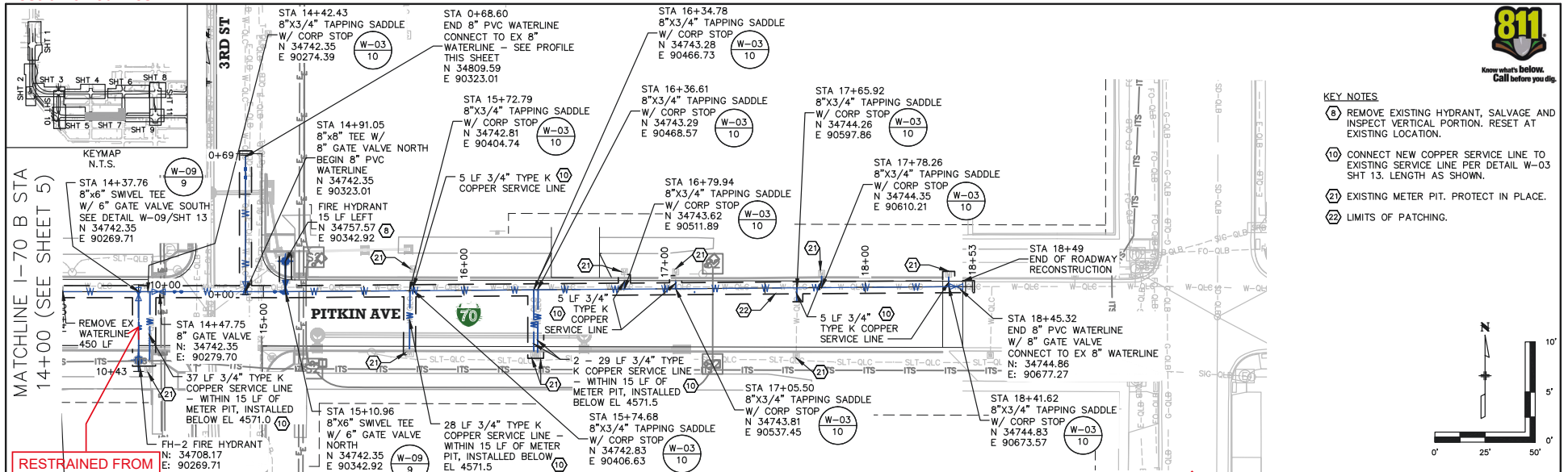


- KEY NOTES**
- (6) 8" GATE VALVE MOUNTED TO 8" TEE BY MJ "FOSTER" ADAPTER.
  - (8) REMOVE EXISTING HYDRANT, SALVAGE AND INSPECT VERTICAL PORTION. RESET AT NEW LOCATION.
  - (9) REMOVE AND RESET EXISTING METER PIT. SEE DETAIL W-03/SHT 13.
  - (10) CONNECT NEW COPPER SERVICE LINE TO EXISTING SERVICE LINE PER DETAIL W-03 SHT 13. LENGTH AS SHOWN.
  - (12) SALVAGE EXISTING 3" AND 4" VALVES AND VALVE BOX ASSEMBLIES, INSPECT, AND REINSTALL ON APPLICABLE SERVICE LINES ADJACENT TO MAINLINE.
  - (21) EXISTING METER PIT. PROTECT IN PLACE.
  - (22) LIMITS OF PATCHING.

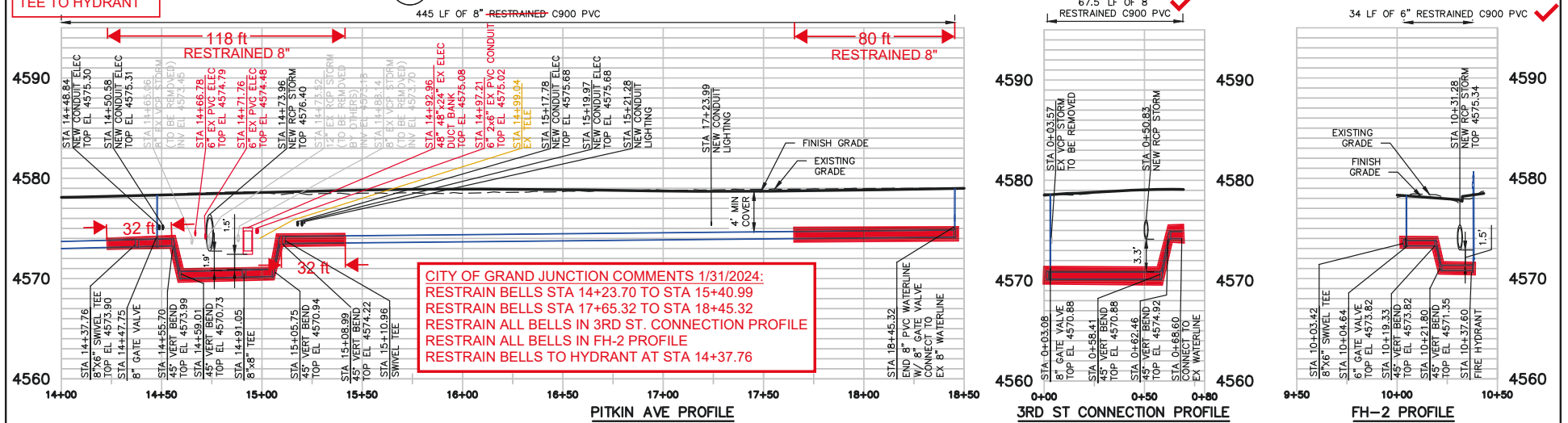
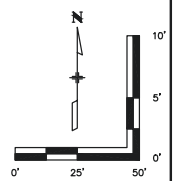
11/2/23 CWITTENMEI c:\pwworking\central01\3146741\4.dwg

All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 4.DWG	<b>Sheet Revisions</b>		Colorado Department of Transportation		ISSUED FOR BID	I-70B SOUTH OF ROOD WATERLINE PLAN AND PROFILE		Project No./Code NHPP 070A-037
	Horiz. Scale: Vert. Scale: As Noted	Date:	Comments:	Init.:	Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501		No Revisions:	Designer: B. LUSTER Detailer: C. WITTENMEIER	Structure Numbers 23583
					KCC	Void:	Sheet Subset: WATERLINE Subset Sheets: 8 of 38	Sheet Number	

**Restraint Redlines**



- KEY NOTES**
- Ⓢ REMOVE EXISTING HYDRANT, SALVAGE AND INSPECT VERTICAL PORTION. RESET AT EXISTING LOCATION.
  - Ⓣ CONNECT NEW COPPER SERVICE LINE TO EXISTING SERVICE LINE PER DETAIL W-03 SHT 13. LENGTH AS SHOWN.
  - Ⓜ EXISTING METER PIT. PROTECT IN PLACE.
  - Ⓝ LIMITS OF PATCHING.

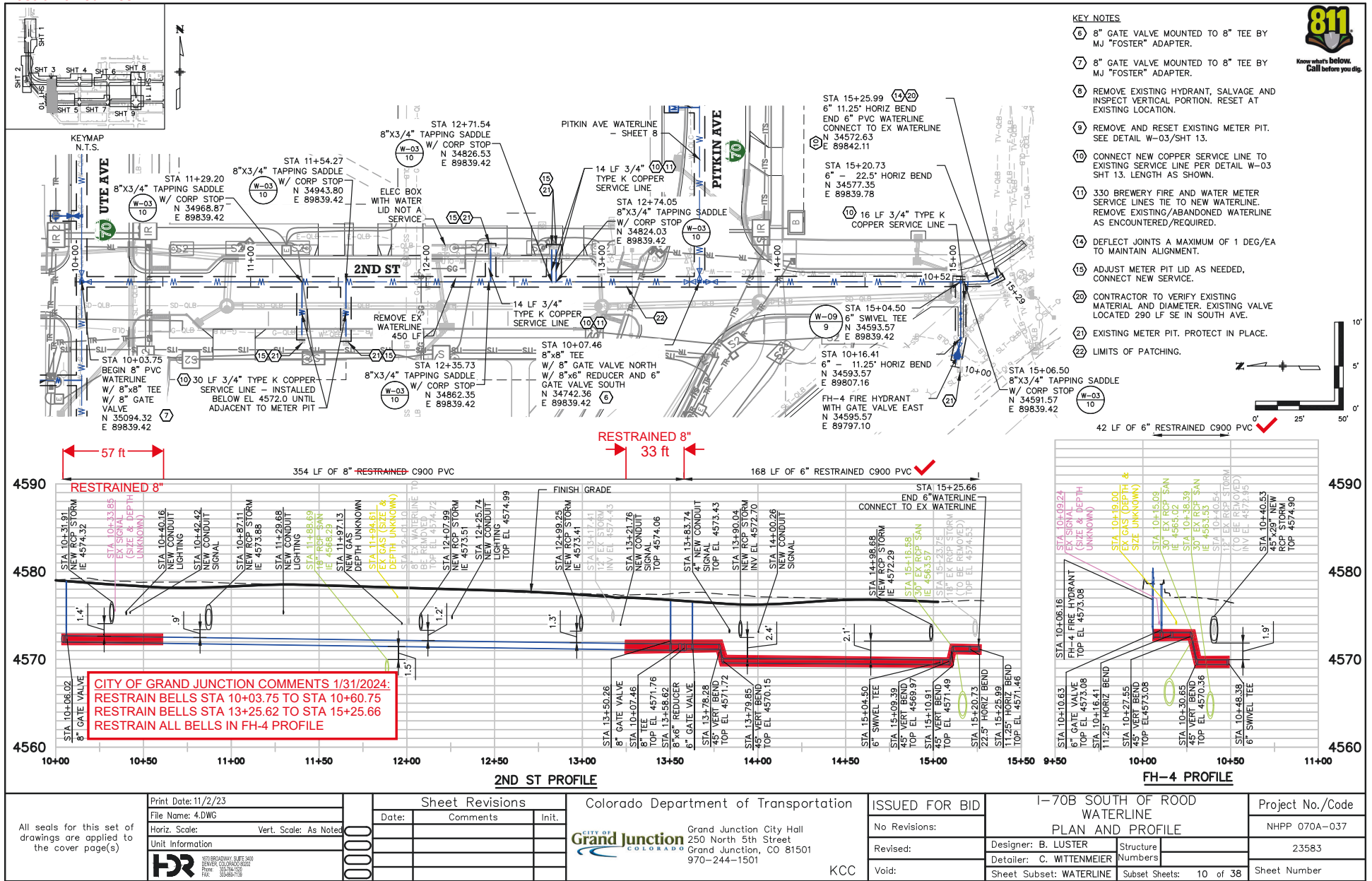


**CITY OF GRAND JUNCTION COMMENTS 1/31/2024:**  
 RESTRAIN BELLS STA 14+23.70 TO STA 15+40.99  
 RESTRAIN BELLS STA 17+65.32 TO STA 18+45.32  
 RESTRAIN ALL BELLS IN 3RD ST CONNECTION PROFILE  
 RESTRAIN ALL BELLS IN FH-2 PROFILE  
 RESTRAIN BELLS TO HYDRANT AT STA 14+37.76

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All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 4.DWG	Sheet Revisions Date:            Comments            Init.	Colorado Department of Transportation Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501	ISSUED FOR BID No Revisions:	I-70B SOUTH OF ROAD WATERLINE PLAN AND PROFILE	Project No./Code NHPP 070A-037	
	Unit Information HR	Horizontal Scale:            Vertical Scale: As Noted	City of Grand Junction COLORADO	Revised:	Designer: B. LUSTER Detailer: C. WITTENMEIER	Structure Numbers 23583	Sheet Number 9 of 38
	KCC	KCC	KCC	Void:	Sheet Subset: WATERLINE Subsets: 9 of 38	Sheet Number 9 of 38	Sheet Number
	HR 1000 1000 1000	KCC	KCC	KCC	Void:	Sheet Number	Sheet Number

**Restraint Redlines**



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All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 4.DWG	Sheet Revisions Date: _____ Comments: _____ Init: _____	Colorado Department of Transportation Grand Junction City Hall 250 North 5th Street Grand Junction, CO 81501 970-244-1501	ISSUED FOR BID No Revisions: Revised: Void:	I-70B SOUTH OF ROOD WATERLINE PLAN AND PROFILE Designer: B. LUSTER Detailer: C. WITTENMEIER Structure Numbers Sheet Subset: WATERLINE Subset Sheets: 10 of 38	Project No./Code NHPP 070A-037 23583 Sheet Number
	Unit Information Horiz. Scale: _____ Vert. Scale: As Noted	City of Grand Junction HR 1000 1000 1000 1000	KCC	KCC	KCC	KCC
	HR 1000 1000 1000 1000	KCC	KCC	KCC	KCC	KCC
	HR 1000 1000 1000 1000	KCC	KCC	KCC	KCC	KCC

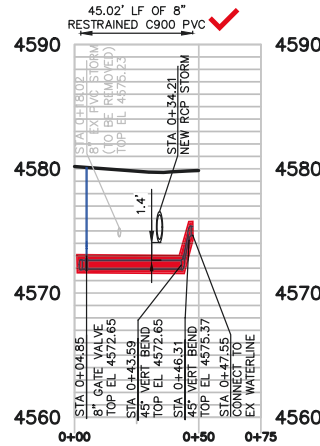


**Restraint Redlines**



**GENERAL NOTES:**

- EXISTING SEWERS, WATER MAINS, GAS MAINS, TELEPHONE CONDUITS, ELECTRIC CABLES, AND OTHER UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THE DRAWINGS ARE DEPICTED AT QUALITY LEVEL B PER ASCE 38-02 UNLESS NOTED OTHERWISE. THESE SUBSURFACE UTILITIES AND STRUCTURES ARE SHOWN ONLY TO THE EXTENT THAT SUCH INFORMATION HAS BEEN MADE AVAILABLE TO OR DISCOVERED BY THE ENGINEER. IT IS EXPECTED THAT THERE MAY BE DISCREPANCIES AND OMISSIONS IN THE LOCATION AND QUANTITIES OF BURIED UTILITIES AND STRUCTURES SHOWN. THIS INFORMATION IS SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR BUT IS NOT GUARANTEED TO BE COMPLETE AND ALL RESPONSIBILITY OF THE ACCURACY AND COMPLETENESS IS EXPRESSLY DISCLAIMED. THE CONTRACTOR SHALL MAKE SUCH INVESTIGATION AS HE THINKS NECESSARY TO VERIFY ITS CORRECTNESS AND COMPLETENESS. THE CONTRACTOR SHALL FIELD LOCATE AND PROTECT, AHEAD OF CONSTRUCTION ACTIVITIES, ALL UNDERGROUND UTILITIES AND STRUCTURES SO THAT THEY WILL NOT BE ACCIDENTALLY CUT OR DAMAGED BY CONSTRUCTION OPERATIONS.
- ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE CITY. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DOES NOT CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL HAVE ONE SIGNED COPY OF THE DRAWINGS (APPROVED BY THE CITY OF GRAND JUNCTION), ONE COPY OF ANY APPROPRIATE STANDARDS AND SPECIFICATIONS, AND A COPY OF ALL PERMITS NEEDED AT THE JOB SITE AT ALL TIMES.
- EXISTING CITY OF GRAND JUNCTION OWNED VALVES SHALL ONLY BE OPERATED BY CITY OF GRAND JUNCTION PERSONNEL.
- THE CONTRACTOR SHALL:
  - NOTIFY THE CITY'S PROJECT MANAGER AND THE ENGINEER AT LEAST 7 DAYS IN ADVANCE TO SHUT DOWN ANY PORTION OF THE EXISTING WATER SYSTEM.
  - NOTIFY THE RESIDENT PROJECT REPRESENTATIVE AT LEAST 48 HOURS IN ADVANCE TO REQUEST FIELD OBSERVATION OR INSPECTIONS.
  - NOTIFY THE CITY OF GRAND JUNCTION IMMEDIATELY OF EMERGENCIES SUCH AS LINE BREAKS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING CONSTRUCTION OF THIS PROJECT. GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED, AND DISPOSED IN A MANNER WHICH DOES NOT CAUSE FLOODING, EROSION, OR TURBIDITY THAT MAY EFFECT DOWNSTREAM USERS. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED DURING THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS AS A RESULT OF GROUNDWATER ENCOUNTERED DURING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR, THE CITY OF GRAND JUNCTION, AND HDR AT THE TIME OF OCCURRENCE. A PERMIT IS REQUIRED FROM THE WATER QUALITY CONTROL DIVISION OF THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT FOR THE CONSTRUCTION DEWATERING DRAINAGE.
- CONTRACTOR TO MAINTAIN RECORD DRAWINGS OF AS-CONSTRUCTED LOCATION OF ALL VALVES, FITTINGS, AND CONNECTIONS TO EXISTING SYSTEM PIPES. RECORD NORTHING AND EASTING COORDINATES OF INSTALLED LOCATIONS.
- THE CONTRACTOR SHALL MAINTAIN WATER SERVICE TO EXISTING SERVICE LOCATIONS AT ALL TIMES EXCEPT FOR SHORT DURATION OUTAGES DUE TO TIE-OVERS TO THE NEWLY INSTALLED WATER LINE.
- WATER SERVICE LOCATIONS TO BE IDENTIFIED BY STAMPED "W" IN THE REPLACED CURBFACE.



**CITY OF GRAND JUNCTION COMMENTS 1/31/2024:  
RESTRAIN ALL BELLS IN 3RD ST. CONNECTION PROFILE**

**UTE & 3RD ST  
WATERLINE CONNECTION DETAIL**  
SCALE 1" = 50' HORIZ 1" = 10' VERT

c:\pwworking\central01\03146741\11.dwg

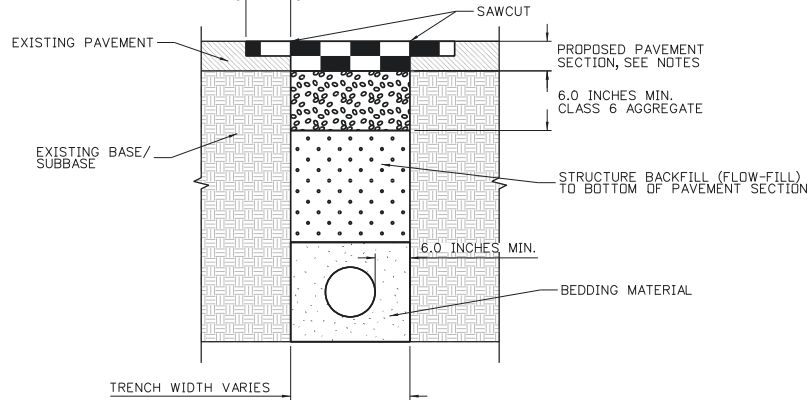
All seals for this set of drawings are applied to the cover page(s)	Print Date: 11/2/23 File Name: 11.DWG	Sheet Revisions		Colorado Department of Transportation		ISSUED FOR BID	I-70B SOUTH OF ROOD WATERLINE NOTES/DETAIL		Project No./Code
	Horiz. Scale: Vert. Scale: As Noted	Date:	Comments:	Init.:	No Revisions:	Revised:	Designer: B. LUSTER	Structure Numbers	NHPP 070A-037
	Unit Information	Date:	Comments:	Init.:	Void:	Designer: C. WITTENMEIER	Structure Numbers	23583	11 of 38
		Date:	Comments:	Init.:	Void:	Sheet Subset: WATERLINE	Subsets Sheets:	11 of 38	Sheet Number

Grand Junction City Hall  
 250 North 5th Street  
 Grand Junction, CO 81501  
 970-244-1501

KCC

**CDOT Trench Details**

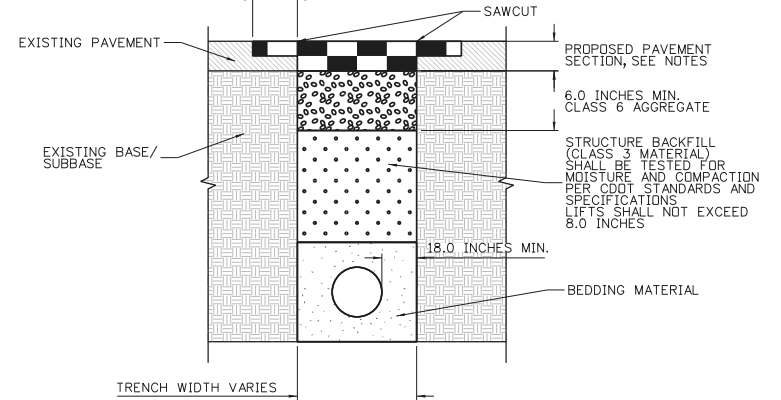
2.0 FEET MIN. BEYOND SAWCUT  
2.0 INCH REMOVAL OF ASPHALT MAT (PLANING)  
OVERLAY TO BE COMPLETED WITH  
TOP LIFT OF FULL DEPTH SECTION



**T-TOP DETAIL  
(TRENCH PATCHING DETAIL - FLOW-FILL)**

- NOTES:
1. PROPOSED PAVEMENT DEPTH SHALL MATCH EXISTING ASPHALT DEPTH, SPECIFIED DEPTH, OR 6 INCHES OF ASPHALT, WHICHEVER IS GREATEST.
  2. BINDER FOR PROPOSED ASPHALT SHALL BE PER CONTRACT. MIX DESIGN TO BE APPROVED BY CDOT MATERIALS UNIT.
  3. LIFTS OF ASPHALT SHALL NOT EXCEED 2.0 INCHES.
  4. ASPHALT JOINTS/SEAMS SHALL NOT TERMINATE IN THE WHEEL PATH.
  5. IF FLOW-FILL IS NOT USED AND CLASS 1 OR 3 MATERIAL IS REQUESTED AND APPROVED IT SHALL BE TESTED FOR MOISTURE AND COMPACTION PER CDOT SPECIFICATIONS AND STANDARDS.
  6. NATIVE MATERIAL WILL NOT TO BE ALLOWED AS BACKFILL.

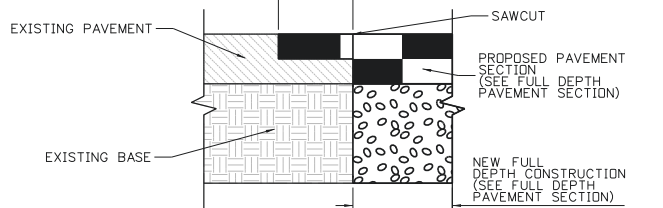
2.0 FEET MIN. BEYOND SAWCUT  
2.0 INCH REMOVAL OF ASPHALT MAT (PLANING)  
OVERLAY TO BE COMPLETED WITH  
TOP LIFT OF FULL DEPTH SECTION



**T-TOP DETAIL  
(TRENCH PATCHING DETAIL)**

- NOTES:
1. PROPOSED PAVEMENT DEPTH SHALL MATCH EXISTING ASPHALT DEPTH, SPECIFIED DEPTH, OR 6 INCHES OF ASPHALT, WHICHEVER IS GREATEST.
  2. BINDER FOR PROPOSED ASPHALT SHALL BE PER CONTRACT. MIX DESIGN TO BE APPROVED BY CDOT MATERIALS UNIT.
  3. LIFTS OF ASPHALT SHALL NOT EXCEED 2.0 INCHES.
  4. ASPHALT JOINTS/SEAMS SHALL NOT TERMINATE IN THE WHEEL PATH.
  5. NATIVE MATERIAL WILL NOT TO BE ALLOWED AS BACKFILL.

2.0 FEET MIN. (OR TO NEXT JOINT)  
MILL TOP 2.0 INCHES EXISTING ASPHALT  
2.0 INCH OVERLAY TO BE COMPLETED  
WITH TOP MAT



**T-TOP DETAIL  
(TIE-IN TO EXISTING PAVEMENT)**

Print Date: 2/7/2022
File Name: T-Top Details for Utilities.dgn
Horiz. Scale: N.T.S.      Vert. Scale: N.T.S.
Unit Information: PW DESIGN Unit Leader Initials: NEJ

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation



606 South 9th Street  
Grand Junction, CO 81501  
Phone: 970-683-6351  
FAX: 970-683-6369

Region 3      KCC

As Constructed	T-TOP DETAILS - UTILITIES			Project No./Code
No Revisions:	-			-
Revised:	Designer: JRP	Structure Numbers	-	-
Void:	Detailer: JRP	Sheet Subset: T-TOP	Subset Sheets: 1 of 1	Sheet Number

## Temporary Water Service Summary



1010 21 1/2 Road  
Grand Junction, CO 81505

# Change/Field/Work Order #

Submitted On:
2/27/2024

Name / Address
City of Grand Junction 250 N. 5th St. Grand Junction, CO 81501

Field Order #
Change Order #
1

Project
I-70B Waterline Repl

Item	Description of Required Changes:	Qty	Units	Rate	Total
Job Costs	Installation			23,592.11	23,592.11
Job Costs	Maintenance			7,500.00	7,500.00
Job Costs	Removal of temporary water system.			2,500.00	2,500.00
Job Material(s)	Temp waterline materials			62,997.68	62,997.68
Job Costs	2" HDPE fusion machine rental			6,000.00	6,000.00
Job Costs	6-8" HDPE fusion machine rental			12,000.00	12,000.00
<b>Total</b>					\$114,589.79

Changes Accepted/Ordered By: \_\_\_\_\_

## Milling and Water Service Summary



1010 21 1/2 Road  
Grand Junction, CO 81505

# Rate Quote

Date
3/13/2024

Name / Address
City of Grand Junction 250 N. 5th St. Grand Junction, CO 81501

Project
---------

*I-70B Waterline Repl*

**WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:**

Item	Description	Rate	Unit	Qty
Site Work	Milling hourly price	846.20	Hourly	
Mobilization	Mobilization for Mill and crew (going to need 3-4 more times, 4 as of today's date)	1,200.00	EA	
Job Material(s)	2" copper	105.00	LF	
Job Material(s)	2" corp stops	780.00	EA	
Job Material(s)	1.5" corp stops (none on bid tab)	535.00	EA	5
Job Material(s)	2" tap saddle	800.00	EA	
Job Material(s)	4" gate valve (brewery fire line and one at apartment fire line)	1,850.00	EA	2

Dirtworks Construction, LLC. will not warranty any work/materials not performed/supplied by Dirtworks Construction, LLC.

\*Fuel surcharges may be applied.

Phone #	Fax #	E-mail
970-256-1691	970-241-2570	dirtworksconstruction@gmail.com

Signature \_\_\_\_\_

**RFI #3 for milestone days**

**REQUEST FOR INFORMATION**



1010 21 ½ Road  
 Grand Junction, CO 81505  
 Office: (970) 256-1691  
 Fax: (970) 241-2570

RFI #	3
DATE	03/27/2024
PROJECT NAME	I-70B Waterline Repl.
PROJECT #	IFB-5336-24-DD

**RFI Description**

RE: Return feedback on the number of additional days toward the milestone date

<b>Attachments:</b>	
<b>Submitted By:</b>	From William Comerer's email on 03/27/2024
<b>Project Engineer</b>	

**RESPONSE TO RFI**

- 4 Days - Temp. water on Ute
- 4 Days – Rain days to date
- 3 Days – Dug by railroad and bricks
- 1 Day - potholing for railroad
- 2 Days – Bore under railroad tracks
- 2 Days – Cap pipe on 3<sup>rd</sup> Street not on GIS                      27 Days as of this RFI's date.
- 2 Days – for 2 additional 4" fire lines
- 1 Day - 1.5" service Catholic Outreach
- 6 Days – Install temp water on Pitkin Ave
- 1 Day - for added services on Pitkin Ave
- 1 Day - for Catholic Outreach fire line

<b>Response BY:</b>	Branden Hughes	Date:	03/27/2024
<b>Contractor</b>			



### NOTICE TO PROCEED

Date: January 22, 2024

Contractor: Dirtworks Construction, LLC

Project: I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street

In accordance with the Contract dated January 11, 2023, the Contractor is hereby notified to begin work on the Project on or before January 29, 2024.

The date of final completion as determined is 130 Calendar Days from this Notice To Proceed.

### CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Dirtworks Construction, LLC

By:

Print Name: Branden Hughes

Title: President/Owner

Date: 1/22/2024



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this **11th day of January 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 **Dirtworks Construction, LLC** 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 **I-70B Waterline Replacements - 1<sup>st</sup> Street to 3<sup>rd</sup> Street (IFB-5336-24-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; **I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street (IFB-5336-24-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 One Million, Seven Hundred, Seventy-Nine Thousand, Nine Hundred, Eight and 94/100 Dollars (\$1,779,908.94)**. 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:  
*Duane Hoff Jr.*  
By: \_\_\_\_\_  
9F789E7D50F145C...  
Duane Hoff, Jr. Contracts Administrator

1/17/2024  
\_\_\_\_\_  
Date

**Dirtworks Construction, LLC**

DocuSigned by:  
*Branden Hughes*  
By: \_\_\_\_\_  
5B7B25851D2643D...  
Branden Hughes; Owner/President

1/11/2024  
\_\_\_\_\_  
Date



**NOTICE OF AWARD**


Date: January 11, 2024  
Company: Dirtworks Construction, LLC  
Project: I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street (IFB-5336-24-DD)

---

You have been awarded the City of Grand Junction Contract for I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street for a lump sum fee of **\$1,779,908.94**.

Please notify Will Comeror, Project Engineer at 970-244-1417 or [williamc@gjcity.org](mailto:williamc@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:  
  
9F789E7D56F148C...  
Duane Hoff, Jr. Contracts Administrator

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Dirtworks Construction, LLC  
By:   
5B7B25851D2643D...  
Title: President/Owner  
Date: 1/11/2024



Purchasing Division

## Invitation for Bid

IFB-5336-24-DD

**I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street**

### **Responses Due:**

December 15, 2023, Prior to 2:00 PM

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve 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](mailto: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 (Click on Links in Section 3.6 for Access)

A: City Waterline Construction Bid Plans

B: CDOT Subsurface Utility Plans

# **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 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](mailto:dollyd@gjcity.org)

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

- 1.2 Non-Mandatory Pre-Bid Meeting:** Prospective 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. 5<sup>th</sup> St on Wednesday, November 29, 2023, at 2:00 PM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3 Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the Solicitation document. Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).
- 1.4 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for waterline replacements in Ute Avenue, Pitkin Avenue, and 2<sup>nd</sup> Street All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 1.5 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.
- 1.6 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.

- 1.7 **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.
- 1.8 **Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). **This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.** (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <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, I-70B Waterline Replacements - 1st Street to 3rd Street IFB-5336-24-DD Dec 15, 2023, 2:00 – 2:30 PM (America/Denver)**

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- 1.9 **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.
- 1.10 **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.

- 1.11 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12 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> .
- 1.13 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>.
- 1.14 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.15 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.

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

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

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.16 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.
- 1.17 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.
- 1.18 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.19 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.
- 1.20 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.
- 1.21 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.

**1.22 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.

**1.23 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.

**1.24 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 Contractor. 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 **\$1,500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional



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

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

If the Contractor 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 for waterline replacements in Ute Avenue, Pitkin Avenue, and 2<sup>nd</sup> Street.
- 3.2 PROJECT DESCRIPTION:** Various sections of the City’s water distribution pipelines located in Ute Avenue and Pitkin Avenue consist of high-density polyethylene (HDPE) pipe materials that were installed between 1995 and 1997. The City of Grand Junction has had an above-average history of waterline breaks on these HDPE pipes over the years. The City has repaired a number of fittings and replaced numerous services along these corridors but has continued to have issues with fittings along the water mains.

The Colorado Department of Transportation (CODT) will be constructing road improvements along I-70B from Rood Avenue to approximately 3<sup>rd</sup> Street starting in 2024. The CDOT Project will be replacing water facilities as necessary for the



roadway improvements. The City of Grand Junction will contract replacement of the waterlines from 1<sup>st</sup> Street to 3<sup>rd</sup> Street separately in advance of the CDOT Project. The City's waterline Project will also include construction of a new 8-inch diameter waterline in 2<sup>nd</sup> Street to accommodate future development.

All Work shall be completed in accordance with the City of Grand Junction Standard Contract Documents dated July 10, 2010.

### **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. 5<sup>th</sup> St on Wednesday, November 29, 2023, at 2:00 PM.** 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](mailto:dollyd@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Will Comerer, who can be reached at (970) 244-1417. 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: Will Comerer, Project Engineer  
244 N. 7<sup>th</sup> Ave.  
Grand Junction, CO 81501  
[williamc@gjcity.org](mailto:williamc@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](mailto: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 **130 Calendar Days** from the starting date specified in the Notice to Proceed.

The City intends to have City Council authorize a Construction Contract on January 3, 2024, and issue a Notice to Proceed as soon as possible thereafter in an effort to complete as much of the waterline replacements as possible in advance of the CDOT Project. The CDOT Project is scheduled to start in March of 2024 and the City recognizes that there will be some overlap between the Projects and that the timing/level of surface restoration required is dependent on the schedule of the CDOT Contractor. For that reason, the City has included a milestone date for the underground waterlines in I-70B at 60 Calendar Days separate from the final completion of the Project.

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.

The City's standard inspection hours are 7:00 AM to 5:00 PM, Monday through Friday. The City is willing to allow evening and/or weekend hours to reduce impact to traffic or to reduce overlap with CDOT Project.

**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:

- CDOT Special Use/Utility Permit: Permit needed for construction within North Avenue (US Highway owned by CDOT)

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:

- Colorado Department of Public Health and Environment Dewatering Permit: (If necessary due to the presence of groundwater) For more information, contact the Colorado Dept. of Public Health and Environment:  
[www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html](http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html)  
Approximately 7 –10 days is required for processing the permit application. The Contractor should begin preparing the permit application immediately upon notice of award.

**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 10 days prior to the start of work such that adequate notices can be provided to the traveling public.

Lane closures on I-70B will be allowed but must maintain at least one lane of travel in each direction throughout the duration of the Project.

A full closure on 2<sup>nd</sup> Street will be allowed on the condition that business accesses be provided in compliance with Contract Condition 26- Maintenance of Access and Services.

Special Conditions for Traffic Control

1. All trenches shall be backfilled or protected at the end of each working day and access restored to all driveways and access points. If trenches are left open at night, the trenches will be limited to 30-feet in length. The entire perimeter of the excavation shall be barricaded with construction equipment and/or temporary construction fence.
2. The Contractor shall adhere to all traffic control requirements when working within City Right-of-Way (ROW) and CDOT ROW.

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

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

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

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

- Method of Handling Traffic (MHT)
- Pipe
- Valves and Corp Stop
- Fittings and Couplings
- Tracer Wire and Splices
- Bedding Gradation
- Structure Backfill (Flow-Fill)
- HMA Mix Design
- Concrete Mix Design
- Project Schedule (submit prior to, or at the preconstruction meeting)

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

**3.3.20 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.

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

- None

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

-3C Waterline Distribution

**3.3.23 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings can possibly be encountered on this Project. The location of radioactive mill tailings is unknown. A pay item for the removal and disposal of radioactive mill tailings has been provided based on an estimated quantity. If mill tailings are encountered, the Contractor will be required to remove the tailings from the trench and haul the millings to the mill tailings disposal site a City Shops located at 333 West Ave. Consult with the Project Engineer prior to removing and hauling to disposal site.

**3.4 SCOPE OF WORK:** This Project generally consists of replacing approximately 2,337 linear feet of 8-inch waterline in Pitkin and Ute Avenues (also known as I-70B) from 1<sup>st</sup> Street to 3<sup>rd</sup> Street, and installation of approximately 354 linear feet of 8-inch waterline in 2<sup>nd</sup> Street. This Work will require removal of the existing water line in

CDOT right-of-way, relocation of service lines in conflict with the roadway Project, surface restoration as shown on the plans, and all traffic control necessary for the Work. The plan quantities for surface restoration include full-depth asphalt patching that will need to be coordinated with the CDOT Contractor.

The **City Waterline Construction Bid Plans** for this project reflect the waterline improvements included in the scope as well as depict the CDOT improvements to be performed by others. A copy of the **CDOT SUE Plans** is also attached for informational purposes.

**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: (Click on Links for Access)**

**A: City Waterline Construction Bid Plans** [City Waterline Construction Bid Plans](#)

**B: CDOT Subsurface Utility Plans** [CDOT Subsurface Utility Plans](#)

**3.5 IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on	November 9, 2023
Non-Mandatory Pre-Bid Meeting	November 29, 2023, 2:00 PM
Pre-Qualification Application Deadline	December 1, 2023
Inquiry deadline, no questions after this date	December 6, 2023
Addendum Posted	December 8, 2023
Submittal deadline for proposals	December 15, 2023, 2:00 PM
City Council Approval	January 3, 2024
Notice of Award & Contract Execution	January 4, 2024
Preconstruction Meeting	January 8, 2024
Bonding & Insurance Cert due	January 12, 2024
Notice To Proceed	January 12, 2024
Waterline Completion (does not include final surface restoration)	March 12, 2024
Final Completion	May 24, 2024
Holidays:	
Martin Luther King, Jr. Day	January 15, 2024
Presidents’ Day	February 19, 2024

## 4. Contractor's Bid Form

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

**Project:** IFB-5336-24-DD "I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street"

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

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

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

**Bid Schedule: I-70B Waterline Replacement (1st to 3rd)**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202-00000	Sawing Asphalt Material	5,846.	LF	\$ _____	\$ _____
2	202-00032	Removal of Valve	18.	EA	\$ _____	\$ _____
3	202-00035	Removal of Pipe	2,650.	LF	\$ _____	\$ _____
4	202-00220	Removal of Asphalt Mat	2,100.	SY	\$ _____	\$ _____
5	206-00065	Structure Backfill (Flow-Fill)	812.	CY	\$ _____	\$ _____
6	206-00510	Filter Material (Class A)	650.	CY	\$ _____	\$ _____
7	210-00035	Reset Water Meter	3.	EA	\$ _____	\$ _____
8	210-00050	Reset Fire Hydrant	8.	EA	\$ _____	\$ _____
9	210-04060	Adjust Water Meter	35.	EA	\$ _____	\$ _____
10	304-06000	Aggregate Base Course (Class 6)	1,480.	CY	\$ _____	\$ _____
11	403-00720	HMA (Patching)	655.	TON	\$ _____	\$ _____
12	619-00002	Water Service	1.	EA	\$ _____	\$ _____
13	619-00006	Connect to New Waterline	2.	EA	\$ _____	\$ _____
14	619-00007	Connect to Existing Waterline	5.	EA	\$ _____	\$ _____
15	619-40060	3/4 Inch Copper Pipe	540.	LF	\$ _____	\$ _____
16	619-40120	1.5 Inch Copper Pipe	64.	LF	\$ _____	\$ _____
17	619-50240	3 Inch Copper Pipe	32.	LF	\$ _____	\$ _____
18	619-50320	4 Inch Plastic Pipe	32.	LF	\$ _____	\$ _____
19	619-50480	6 Inch Plastic Pipe (C-900 PVC, DR018)	376.	LF	\$ _____	\$ _____
20	619-50640	8 Inch Plastic Pipe (C-900 PVC, DR018)	2,547.	LF	\$ _____	\$ _____
21	619-75048	6 Inch Gate Valve	9.	EA	\$ _____	\$ _____
22	619-75064	8 Inch Gate Valve	10.	EA	\$ _____	\$ _____
23	619-77206	6-Inch Restrained Coupling Adapter	77.	EA	\$ _____	\$ _____
24	619-77208	8-Inch Restrained Coupling Adapter	201.	EA	\$ _____	\$ _____
25	619-77300	Corporation Stop	39.	EA	\$ _____	\$ _____
26	625-00000	Construction Surveying (Includes As-Built Drawings)	1.	LS	\$ _____	\$ _____
27	626-00000	Mobilization	1.	LS	\$ _____	\$ _____
28	630	Traffic Control (Complete in Place)	90.	DAY	\$ _____	\$ _____
FA-1	203-01597	Potholing	20.	HR	\$ _____	\$ _____
FA-2	250-00224	Hazardous Waste Disposal (Radioactive)	1,461.	CY	\$ _____	\$ _____
FA-3	103.8 / 108.7	Unstable Trench Bottom (Includes Muck Excavation and Granular Stabilization Material)	650.	TON	\$ _____	\$ _____
MCR	--	Minor Contract Revisions	---		---	\$ 100,000.00

**TOTAL BID AMOUNT**

\$ \_\_\_\_\_

dollars





Purchasing Division

## ADDENDUM NO. 1

**DATE:** December 8, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** I-70B Waterline Replacements (IFB-5336-24-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:** Do you have a Geotech Report for the Project?  
**Answer:** Boring logs for the I-70B project are being made available with this addendum.
- 2. Question:** Are VMS boards required?  
**Answer:** Two Variable Message Sign boards will be provided by the City for the project. The Contractor shall coordinate with the City's Inspector for delivery and any relocations required.
- 3. Question:** Based on Section 3.3.9 "Time of Completion" in the solicitation, With CDOT's expectation of an expedited start (as detailed below), there are likely to be conflicts between the two Projects. How is the City of Grand Junction bidding contractor to understand and/or mitigate the schedule/production impacts of this competing project at bid time? How will costs incurred from delays caused by this competing project be compensated?  
**Answer:** Assume that CDOT Contractor activities will not prohibit the work. Cooperation with other Contractors is addressed throughout the General Conditions, such as in Sections 28, 42, and 44. Any extensions of Contract time will be in accordance with General Condition 72.
- 4. Question:** Can we move the main waterline over a few feet?  
**Answer:** The intent is to construct the proposed waterline next to the existing waterline. Separation between the two can vary somewhat from the plans as long as it is not in conflict with existing or proposed improvements. The Contractor is responsible for verifying that any deviations do not conflict with existing or proposed improvements.
- 5. Question:** Instead of saw cutting 5846 LF, can we use a 4' mill and leave the millings in place?  
**Answer:** The Contractor may omit the saw cutting at no cost to the City. The Contractor shall continuously maintain a smooth, all-weather surface that is suitable for traffic at the milled trench. To minimize impacts to traffic, do not mill both waterlines in Pitkin and Ute Avenues at the same time unless both waterlines can be replaced at once.

- 6. Question:** What is the thickness of the Aggregate Base Course (Class 6) for the Typical Trench Detail on sheet 16 of 38?  
**Answer:** The thickness of the Aggregate Base Course (Class 6) shall be six inches.
- 7. Question:** What is the minimum bury depth for the proposed waterline?  
**Answer:** 48 inches minimum, relative to the proposed finish grade.
- 8. Question:** The bid schedule provides a quantity of 90 days of Traffic Control (Complete in Place), and the scheduled time of completion is 130 days. How is traffic control going to be addressed in the remaining 40 days?  
**Answer:** The quantity of Traffic Control (Complete in Place) has been increased to 130 days.
- 9. Question:** How is the cost of maintaining water service during construction with interim piping configurations accounted for in the bid schedule?  
**Answer:** This cost is incidental to the work.
- 10. Question:** The plans note the pipe is “restrained C900 PVC”. Is this meaning actual restrained PVC pipe like Certa-Lok, or is standard C900 PVC pipe wanted?  
**Answer:** A product such as Certa-Lok is not required. The Contractor shall provide restraint harnesses at each pipe bell to accommodate subsequent utility work by the CDOT Project. Provide PVC pipe as specified in City of Grand Junction Standard Specifications for the Construction of Underground Utilities.
- 11. Question:** City approves Pure-Core for water services. Can bid items #15 and #16 and 2” from question above be changed to Pure-Core?  
**Answer:** Provide copper tubing as specified.

**Amended Bid Schedule Changes Include:**

- Bid Item #1 increased to 7,182 LF, clarified as 6 Inch.
- Bid Item #3 increased to 3,326 LF.
- Bid Item #4 increased to 2,789 SY.
- Bid Item #10 corrected Units to TON.
- Bid Item #11 increased to 978 Tons, clarified to include temporary curb, gutter, and sidewalk as directed.
- Bid Item #17 corrected material to Plastic, clarified as ASTM D-2241 PVC.
- Bid Item #18 clarified as C-900 PVC.
- Bid Items #23 and 24 clarified by including comment “Provide Restraint Harness for all PVC Pipe Joints”.
- Bid Item #28 increased to 130 Days.
- Bid Item FA-1 clarified “As Directed”.
- Bid Item FA-3 clarified “As Directed” and as Type B Granular Stabilization Material.
- Added Bid Items 29-45, and FA-4.
- CDOT/City Ref. column updated for bid items #12-25.

**Special Condition 3.3.12 Permits** is amended as follows:

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

- CDOT Special Use/Utility Permit: Permit needed for construction within I-70B (US Highway owned by CDOT)

**NOTE:** The City cannot apply for the CDOT Special Use/Utility Permit without the Traffic Control Plan and the Contractor's insurance certificate naming CDOT as an additional insured. The Contractor shall begin preparing these submittals immediately upon notice of award.

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:

- Colorado Department of Public Health and Environment Dewatering Permit: (If necessary due to the presence of groundwater) For more information, contact the Colorado Dept. of Public Health and Environment: [www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html](http://www.cdphe.state.co.us/wq/PermitsUnit/wqcdpmt.html) Approximately 7 –10 days is required for processing the permit application. The Contractor should begin preparing the permit application immediately upon notice of award.

**Special Condition 3.3.14 Traffic Control** is amended as follows:

- 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 10 days prior to the start of work such that adequate notices can be provided to the traveling public.
- Lane closures on I-70B will be allowed but must maintain at least one lane of travel in each direction throughout the duration of the Project.
- A full closure on 2nd Street will be allowed on the condition that business access be provided in compliance with Contract Condition 26- Maintenance of Access and Services.

**Special Conditions for Traffic Control**

- 1. All trenches shall be backfilled or protected at the end of each working day and access restored to all driveways and access points. If trenches are left open at night, the trenches will be limited to 30-feet in length. The entire perimeter of the excavation shall be barricaded with construction equipment and/or ~~temporary construction fence~~ jersey barriers.
- 2. The Contractor shall adhere to all traffic control requirements when working within City Right-of-Way (ROW) and CDOT ROW.

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

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)  
Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202-00000	Sawing Asphalt Material (6 Inch)	7,182.	LF	\$ _____	\$ _____
2	202-00032	Removal of Valve	18.	EA	\$ _____	\$ _____
3	202-00035	Removal of Pipe	3,326.	LF	\$ _____	\$ _____
4	202-00220	Removal of Asphalt Mat	2,789.	SY	\$ _____	\$ _____
5	206-00065	Structure Backfill (Flow-Fill)	812.	CY	\$ _____	\$ _____
6	206-00510	Filter Material (Class A)	650.	CY	\$ _____	\$ _____
7	210-00035	Reset Water Meter	3.	EA	\$ _____	\$ _____
8	210-00050	Reset Fire Hydrant	8.	EA	\$ _____	\$ _____
9	210-04060	Adjust Water Meter	35.	EA	\$ _____	\$ _____
10	304-06000	Aggregate Base Course (Class 6)	1,480.	TON	\$ _____	\$ _____
11	403-00720	HMA (Patching)(Includes temporary Curb, Gutter, and Sidewalk as directed)	978.	TON	\$ _____	\$ _____
12	619-00002 108.4	Water Service	1.	EA	\$ _____	\$ _____
13	619-00006 108.3	Connect to New Waterline	2.	EA	\$ _____	\$ _____
14	619-00007 108.3	Connect to Existing Waterline	5.	EA	\$ _____	\$ _____
15	619-40060 108.4	3/4 Inch Copper Pipe	540.	LF	\$ _____	\$ _____
16	619-40120 108.4	1.5 Inch Copper Pipe	64.	LF	\$ _____	\$ _____
17	619-50240 108.4	3 Inch Plastic Pipe (ASTM D-2241 PVC)	32.	LF	\$ _____	\$ _____
18	619-50320 108.2	4 Inch Plastic Pipe (C-900 PVC, DR18)	32.	LF	\$ _____	\$ _____
19	619-50480 108.2	6 Inch Plastic Pipe (C-900 PVC, DR18)	376.	LF	\$ _____	\$ _____
20	619-50640 108.2	8 Inch Plastic Pipe (C-900 PVC, DR18)	2,547.	LF	\$ _____	\$ _____
21	619-75048 108.3	6 Inch Gate Valve	9.	EA	\$ _____	\$ _____
22	619-75064 108.3	8 Inch Gate Valve	10.	EA	\$ _____	\$ _____
23	619-77206 102.8c	6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	77.	EA	\$ _____	\$ _____
24	619-77208 102.8c	8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	201.	EA	\$ _____	\$ _____
25	619-77300 108.4	Corporation Stop	39.	EA	\$ _____	\$ _____

Bid Schedule: 12/8/2023

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)**  
**Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	625-00000	Construction Surveying (Includes As-Built Drawings)	1.	LS	\$ _____	\$ _____
27	626-00000	Mobilization	1.	LS	\$ _____	\$ _____
28	630	Traffic Control (Complete in Place)	130.	DAY	\$ _____	\$ _____
29	108.3	6" 11.25° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	2.	EA	\$ _____	\$ _____
30	108.3	6" 22.5° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	1.	EA	\$ _____	\$ _____
31	108.3	6" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	9.	EA	\$ _____	\$ _____
32	108.3	8" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	13.	EA	\$ _____	\$ _____
33	108.3	8"x6" Reducer (Epoxy Coated)	2.	EA	\$ _____	\$ _____
34	108.3	8"x6" Swivel Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W- 07 and W-08)	7.	EA	\$ _____	\$ _____
35	108.3	8"x8" Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W- 08)	5.	EA	\$ _____	\$ _____
36	108.4	6"x1.5" Tapping Saddle	2.	EA	\$ _____	\$ _____
37	108.4	8"x1.5" Tapping Saddle	1.	EA	\$ _____	\$ _____
38	108.4	8"x3/4" Tapping Saddle	32.	EA	\$ _____	\$ _____
39	102.8d	8"x4" Tapping Sleeve	2.	EA	\$ _____	\$ _____
40	202	Removal of Concrete (Curb, Gutter, and Sidewalk)	744.	SY	\$ _____	\$ _____
41	203	Unclassified Excavation (Includes haul and disposal of excavated material)	1,461.	CY	\$ _____	\$ _____
42	208	Erosion and Sediment Control	Lump Sum		---	\$ _____
43	210	Reset Valve	2.	EA	\$ _____	\$ _____
44	620	Portable Sanitary Facility	1.	EA	\$ _____	\$ _____
45	630	Traffic Control Plan	Lump Sum		---	\$ _____
FA-1	203-01597	Potholing (As Directed)	20.	HR	\$ _____	\$ _____
FA-2	250-00224	Hazardous Waste Disposal (Radioactive)	1,461.	CY	\$ _____	\$ _____
FA-3	103.8 / 108.7	Unstable Trench Bottom (Includes Muck Excavation and Type B Granular Stabilization Material)(As Directed)	650.	TON	\$ _____	\$ _____

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)  
Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
FA-4	-	Temporary Patching (Cold Patch)(As Directed)	80.	TON	\$ _____	\$ _____
MCR	--	Minor Contract Revisions	---		---	\$ <u>100,000.00</u>

**TOTAL BID AMOUNT** \$ \_\_\_\_\_

\_\_\_\_\_ **dollars**

COLORADO DEPARTMENT OF TRANSPORTATION  
FIELD DRILLING LOG

Date Drilled 11/1/2018Location Grand Junction

Start and End Mileposts \_\_\_\_\_

Lane Drilled (EB,WB,NB,SB) \_\_\_\_\_

MM/Lane	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
1st Street	1	0 - 7"	Asphalt			
SBDL		7 - 10"	Class 6 Base			
150' N. of White Ave		10 - 30"	Class 3 Sub Base	Damp		
1st Street	2	0 - 8"	Asphalt			
<del>SBDL</del>	NBDL	8 - 10"	Class 6 Base			
300' N of Rood Avenue		10 - 26"	Class 3 Sub Base	Damp		
1st Street	3	0 - 6"	Asphalt			
SBDL		6 - 9"	Class 6 Base			
300' S of Main Street		9 - 25"	Class 3 Sub Base	Damp		
1st Street	4	0 - 7"	Asphalt			
NBDL		7 - 10"	Class 6 Base			
300' S of Main Street		10 - 35"	Class 3 Sub Base	Damp		

COLORADO DEPARTMENT OF TRANSPORTATION

Date Drilled 11/1/2018

## FIELD DRILLING LOG

Highway Number GJ

Start and End Mileposts \_\_\_\_\_

Lane Drilled (EB,WB,NB,SB) \_\_\_\_\_

MM/Lane	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
Pitkin Avenue	5	0 - 7"	Asphalt			
EBDL		7 - 13"	Class 6 Base			
200' East of 3rd Street		13 - 28"	Class 3 Sub Base	Damp		
Pitkin Avenue	6	0 - 5"	Asphalt			
EBDL		5 - 10"	Class 6 Base			
300' East of 5th Street		10 - 30"	Class 3 Sub Base	Dry		
Ute Avenue	7	0 - 3"	Asphalt			
WBDL		3 - 8"	Class 6 Base			
300' West of 6th Street		8 - 26"	Class 3 Sub Base	Damp		
Ute Avenue	8	0 - 6"	Asphalt			
WBDL		6 - 10"	Class 6 Base			
100' West of 3rd Street		10 - 26"	Class 3 Sub Base	Damp		





COLORADO DEPARTMENT OF TRANSPORTATION  
FIELD DRILLING LOG

Date Drilled 4/4/2022Highway Number I70Start and End Mileposts Cross StreetsLane Drilled (EB,WB,NB,SB) NB

Location	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
6th and Pitkin	B-5	6"	HMA	-		Y
NB Lane, NE Corner of 6th Ave		13"	Class 1 ABC	Moist		N
		13"+	Native (Clay )	Moist	5	Y
			to 48" depth			
			About Plastic Limit			
8th and Pitkin	B-15	5"	HMA			Y
NB Lane, NE Corner of 8th Ave		16"	Class 1 ABC	Moist		N
		16"+	Native (Clay )	Moist	5	N
			to 48" depth			
			About Plastic Limit			
			Similar to B-5 Native			
11th and Pitkin	B-16	4"	HMA			Y
NB Lane, NE Corner of 11th Ave		9"	Class 3 ABC	Moist		N
		9"+	Native (Clay )	Moist	5	N
			to 48" depth			
			About Plastic Limit			
			Similar to B-5 Native			
10th and Ute	B-14	6"	HMA			Y
NB Lane, NE Corner of 10th Ave		9"	Class 1 ABC	Wet		N
		9"+	Native (Clay )	Wet	5	N
			to 48" depth			
			About Plastic Limit			
			Similar to B-5 Native			

COLORADO DEPARTMENT OF TRANSPORTATION

Date Drilled 4/4/2022

## FIELD DRILLING LOG

Highway Number I70Start and End Mileposts PitkinLane Drilled (EB, WB, NB, SB) EB

Location	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
Pitkin	B-6	5"	HMA			Y
Between 6th Ave and 7th Ave, Crown Core						
Pitkin	B-7	5"	HMA			N
Between 6th Ave and 7th Ave, southern most lane		16"	Class 3 ABC	Moist		N
		16"+	Native Coarse (Clay)	Moist	8	N
			to 48" Depth			
			About Plastic Limit			
			Similar to B-5 Native			
Pitkin	B-10	5"	HMA			N
Between 9th Ave and 10th Ave, Crown Core		10"	Class 3 ABC	Moist		N
		10"+	Native (Slity Clay)	Moist		
			to 48" Depth			
			About Plastic Limit			
			Similar to B-5 Native			
Pitkin	B-11	4"	HMA			N
Between 9th Ave and 10th Ave, southern most lane		10"	Class 3 ABC	Moist		N
		10"+	Native (Silty Clay)	Moist	5	N
			to 48" Depth			
			About Plastic Limit			
			Similar to B-5 Native			

COLORADO DEPARTMENT OF TRANSPORTATION  
FIELD DRILLING LOG

Date Drilled 4/4/2022Highway Number 170Start and End Mileposts UteLane Drilled (EB,WB,NB,SB) WB

MM/Lane	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
Ute	B-13	4"	HMA			N
Between 11 Ave and 12th Ave, southern most lane		16"	Class 3 ABC	moist		N
		16"+	to 48" depth, Native (Clay)	Moist	5	N
			About Plastic Limit			
			Similar to B-5 Native			
Ute	B-8	4"	HMA			N
Between 8th Ave and 9th Ave, crown		16"	Class 3 ABC	moist		N
		16"+	Native (Clay) to 48" depth,	moist	5	N
			About Plastic Limit			
			Similar to B-5 Native			
Ute	B-9	4"	HMA			N
Between 8th Ave and 9th Ave, southern most lane		16"	Class 3 ABC	dry		N
		16"+	Native (Clay)	moist	5	N
			to 48" depth			
			About Plastic Limit			
		Similar to B-5 Native				
Ute	B-3	4"	HMA			N
Between 5th Ave and 6th Ave, crown		19"	Class 1 ABC	dry		N
		27"	Class 3 ABC	moist		N
		27"+	Native (Clay)	moist	5	N
			to 48" depth			
		About Plastic Limit				

COLORADO DEPARTMENT OF TRANSPORTATION  
FIELD DRILLING LOG

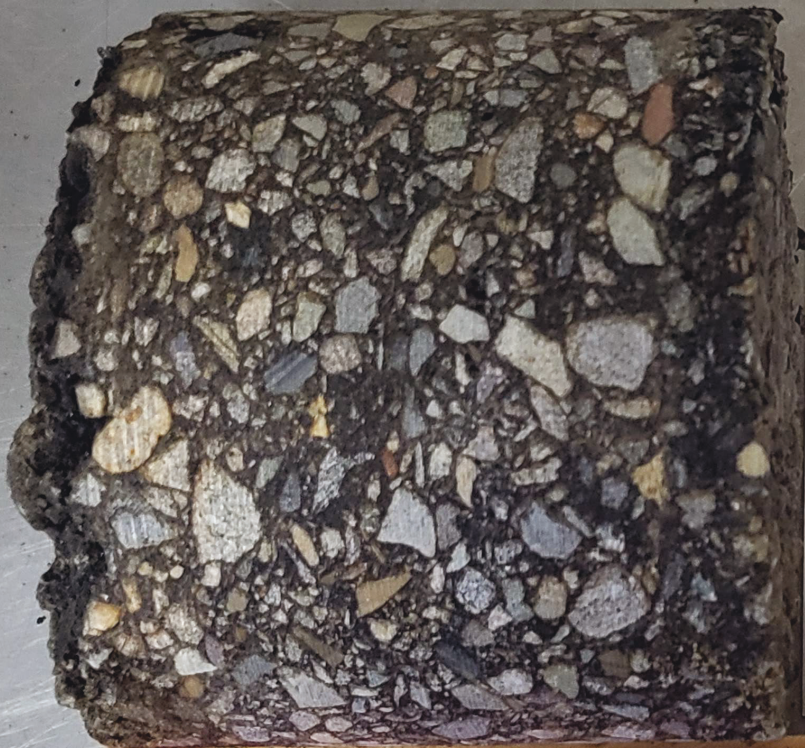
Date Drilled 4/4/2022Highway Number I70Start and End Mileposts UteLane Drilled (EB,WB,NB,SB) WB

MM/Lane	Test No.	Depths	Material Description	Visual Moisture	R-Value Est.	Sample Taken
Ute	B-4	4"	HMA			N
Between 5th Ave and 6th Ave, southern most lane		21"	Class 1 ABC	dry		N
		27"	Class 3 ABC	moist		N
		27"+	Native (Clay) to 48" depth	wet	5	N
			About Plastic Limit			
			Similar to B-5 Native			
Ute	B-1	4.5"	HMA			N
Between 4th Ave and 5th Ave, southern most lane		18"	Class 1 ABC	moist		N
		22"+	Native (Clay)	wet	5	Y
			to 48" depth			
			About Plastic Limit			
			Sandy Clay 2nd R-value sample pulled.			
5th	B-2		No drilling was done due to utility proximity			
5th and Ute intersection. 5th, NB, NE corner						
Ute	B-12		No drilling was done due to utility proximity			
Between 11 Ave and 12th Ave, crown						

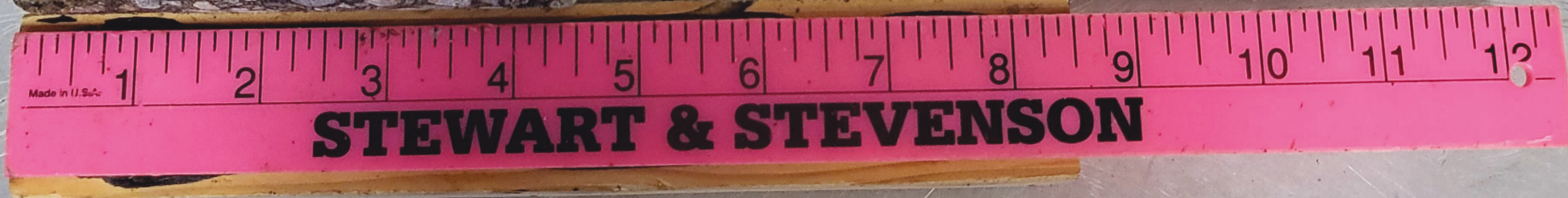


6<sup>th</sup> & Pitkin  
B-5





8th & Pitkin  
B-15





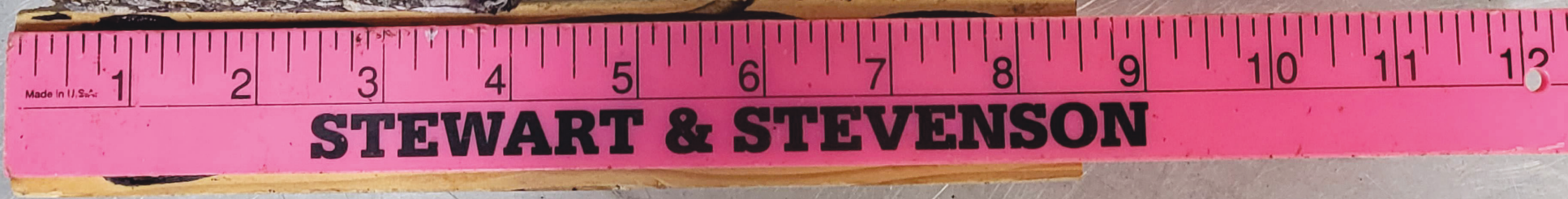
10<sup>th</sup>  $\Sigma$  Ute  
B14







11<sup>th</sup> & Pitkin  
B-16



Pitkin Crown  
Between 6<sup>th</sup> & 7<sup>th</sup>  
B-6



### 4. Contractor's Bid Form

Bid Date: 11/21/2023

Project: **IFB-5336-24-DD "I-70B Waterline Replacements – 1<sup>st</sup> Street to 3<sup>rd</sup> Street"**

Bidding Company: Dirtworks Construction, LLC

Name of Authorized Agent: Branden D. Hughes

Email dirtworksconstruction@gmail.com

Telephone (970) 256-1691 Address 1010 21 1/2 Road

City Grand Junction State CO Zip 81505

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

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

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

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.


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

State number of Addenda received: 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: Dirtworks Construction, LLC

Authorized Signature: 

Title: Owner/President

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

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<u>Martin Const.</u>	<u>Patching</u>	<u>12%</u>
<u>CC Enterprises</u>	<u>Traffic Control</u>	<u>15%</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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

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

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)  
Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202-00000	Sawing Asphalt Material (6 Inch)	7,182.	LF	\$ <u>5.25</u>	\$ <u>37,705.50</u>
2	202-00032	Removal of Valve	18.	EA	\$ <u>500.00</u>	\$ <u>9,000.00</u>
3	202-00035	Removal of Pipe	3,326.	LF	\$ <u>24.00</u>	\$ <u>79,824.00</u>
4	202-00220	Removal of Asphalt Mat	2,789.	SY	\$ <u>5.96</u>	\$ <u>16,630.00</u>
5	206-00065	Structure Backfill (Flow-Fill)	812.	CY	\$ <u>127.00</u>	\$ <u>103,124.00</u>
6	206-00510	Filter Material (Class A)	650.	CY	\$ <u>45.00</u>	\$ <u>29,250.00</u>
7	210-00035	Reset Water Meter	3.	EA	\$ <u>2,000.00</u>	\$ <u>6,000.00</u>
8	210-00050	Reset Fire Hydrant	8.	EA	\$ <u>5,500.00</u>	\$ <u>44,000.00</u>
9	210-04060	Adjust Water Meter	35.	EA	\$ <u>500.00</u>	\$ <u>17,500.00</u>
10	304-06000	Aggregate Base Course (Class 6)	1,480.	TON	\$ <u>25.00</u>	\$ <u>37,000.00</u>
11	403-00720	HMA (Patching)(Includes temporary Curb, Gutter, and Sidewalk as directed)	978.	TON	\$ <u>225.00</u>	\$ <u>220,050.00</u>
12	619-00002 108.4	Water Service	1.	EA	\$ <u>1,800.00</u>	\$ <u>1,800.00</u>
13	619-00006 108.3	Connect to New Waterline	2.	EA	\$ <u>2,500.00</u>	\$ <u>5,000.00</u>
14	619-00007 108.3	Connect to Existing Waterline	5.	EA	\$ <u>1,200.00</u>	\$ <u>6,000.00</u>
15	619-40060 108.4	3/4 Inch Copper Pipe	540.	LF	\$ <u>20.00</u>	\$ <u>10,800.00</u>
16	619-40120 108.4	1.5 Inch Copper Pipe	64.	LF	\$ <u>80.00</u>	\$ <u>5,120.00</u>
17	619-50240 108.4	3 Inch Plastic Pipe (ASTM D-2241 PVC)	32.	LF	\$ <u>25.00</u>	\$ <u>800.00</u>
18	619-50320 108.2	4 Inch Plastic Pipe (C-900 PVC, DR18)	32.	LF	\$ <u>30.00</u>	\$ <u>960.00</u>
19	619-50480 108.2	6 Inch Plastic Pipe (C-900 PVC, DR18)	376.	LF	\$ <u>75.00</u>	\$ <u>28,200.00</u>
20	619-50640 108.2	8 Inch Plastic Pipe (C-900 PVC, DR18)	2,547.	LF	\$ <u>90.00</u>	\$ <u>229,230.00</u>
21	619-75048 108.3	6 Inch Gate Valve	9.	EA	\$ <u>2,200.00</u>	\$ <u>19,800.00</u>
22	619-75064 108.3	8 Inch Gate Valve	10.	EA	\$ <u>2,800.00</u>	\$ <u>28,000.00</u>
23	619-77206 102.8c	6-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	77.	EA	\$ <u>800.00</u>	\$ <u>61,600.00</u>
24	619-77208 102.8c	8-Inch Restrained Coupling Adapter (Provide Restraint Harness for all PVC Pipe Joints)	201.	EA	\$ <u>825.00</u>	\$ <u>165,825.00</u>
25	619-77300 108.4	Corporation Stop	39.	EA	\$ <u>100.00</u>	\$ <u>3,900.00</u>

Bid Schedule: 12/8/2023

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)**  
**Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	625-00000	Construction Surveying (Includes As-Built Drawings)	1.	LS	\$ <u>12,000.00</u>	\$ <u>12,000.00</u>
27	626-00000	Mobilization	1.	LS	\$ <u>85,000.00</u>	\$ <u>85,000.00</u>
28	630	Traffic Control (Complete in Place)	130.	DAY	\$ <u>2,000.00</u>	\$ <u>260,000.00</u>
29	108.3	6" 11.25° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	2.	EA	\$ <u>450.00</u>	\$ <u>900.00</u>
30	108.3	6" 22.5° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	1.	EA	\$ <u>350.00</u>	\$ <u>350.00</u>
31	108.3	6" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	9.	EA	\$ <u>400.00</u>	\$ <u>3,600.00</u>
32	108.3	8" 45° Elbow (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W-08)	13.	EA	\$ <u>425.00</u>	\$ <u>5,525.00</u>
33	108.3	8"x6" Reducer (Epoxy Coated)	2.	EA	\$ <u>400.00</u>	\$ <u>800.00</u>
34	108.3	8"x6" Swivel Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W- 07 and W-08)	7.	EA	\$ <u>900.00</u>	\$ <u>6,300.00</u>
35	108.3	8"x8" Tee (Epoxy Coated)(Includes concrete thrustblock per City Std. Details W-07 and W- 08)	5.	EA	\$ <u>900.00</u>	\$ <u>4,500.00</u>
36	108.4	6"x1.5" Tapping Saddle	2.	EA	\$ <u>600.00</u>	\$ <u>1,200.00</u>
37	108.4	8"x1.5" Tapping Saddle	1.	EA	\$ <u>630.00</u>	\$ <u>630.00</u>
38	108.4	8"x3/4" Tapping Saddle	32.	EA	\$ <u>480.00</u>	\$ <u>15,360.00</u>
39	102.8d	8"x4" Tapping Sleeve	2.	EA	\$ <u>2,400.00</u>	\$ <u>4,800.00</u>
40	202	Removal of Concrete (Curb, Gutter, and Sidewalk)	744.	SY	\$ <u>5.00</u>	\$ <u>3,720.00</u>
41	203	Unclassified Excavation (Includes haul and disposal of excavated material)	1,461.	CY	\$ <u>15.00</u>	\$ <u>21,915.00</u>
42	208	Erosion and Sediment Control	Lump Sum		---	\$ <u>7,500.00</u>
43	210	Reset Valve	2.	EA	\$ <u>4,200.00</u>	\$ <u>8,400.00</u>
44	620	Portable Sanitary Facility	1.	EA	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
45	630	Traffic Control Plan	Lump Sum		---	\$ <u>1,500.00</u>
FA-1	203-01597	Potholing (As Directed)	20.	HR	\$ <u>200.00</u>	\$ <u>4,000.00</u>
FA-2	250-00224	Hazardous Waste Disposal (Radioactive)	1,461.	CY	\$ <u>18.00</u>	\$ <u>26,298.00</u>
FA-3	103.8 / 108.7	Unstable Trench Bottom (Includes Muck Excavation and Type B Granular Stabilization Material)(As Directed)	650.	TON	\$ <u>20.00</u>	\$ <u>13,000.00</u>

Bid Schedule: 12/8/2023

**Amended Bid Schedule: I-70B Waterline Replacement (1st to 3rd)  
Revised per Addendum No. 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
FA-4	-	Temporary Patching (Cold Patch)(As Directed)	80.	TON	\$ <u>300.00</u>	\$ <u>24,000.00</u>
MCR	--	Minor Contract Revisions	---		---	\$ <u>100,000.00</u>
<b>TOTAL BID AMOUNT</b>					\$	<u>1,779,916.50</u>

One million, seven hundred seventy nine thousand, nine hundred sixteen & 50/100--- **dollars**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

Bond Number: BND1010339-00

**CONTRACTOR:**

*(Name, legal status and address)*  
Dirtworks Construction, LLC  
1010 21 1/2 Rd  
Grand Junction, CO 81505

**SURETY:**

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

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

**OWNER:**

*(Name, legal status and address)*  
City of Grand Junction  
250 North 5th Street  
Grand Junction, CO 81501

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

**BOND AMOUNT:** FIVE Percent of Amount Bid Penal Sum Not to Exceed  
One Hundred Thousand and 00/100 Dollars(5% NTE \$100,000.00)

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
I-70B Waterline Replacements - 1st Street to 3rd Street

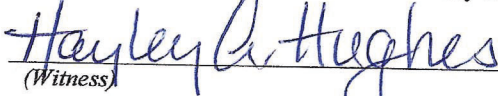
Project Number, if any:

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.

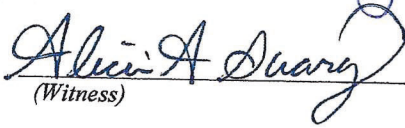
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


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.

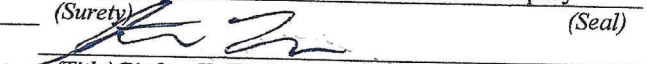
Signed and sealed this 15th day of December, 2023.

  
*(Witness)*

Dirtworks Construction, LLC  
*(Principal)* \_\_\_\_\_ *(Seal)*

  
*(Witness)*

  
*(Title)* OWNER/PRESIDENT  
Fair American Insurance and Reinsurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

  
*(Title)* Stefan E. Tauger, Attorney In Fact



**FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY**  
One Liberty Plaza, 165 Broadway, New York, NY 10006  
**POWER OF ATTORNEY**

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2<sup>nd</sup> day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship 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.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 11<sup>th</sup> day of July 2021.

Fair American Insurance and Reinsurance Company

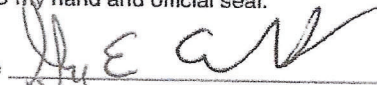
By:   
Christopher O'Gwen, President and CEO

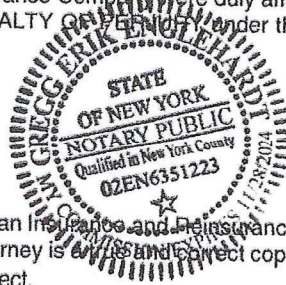
By:   
Paul J. Clauss, Vice President

STATE of NEW YORK  
COUNTY of NEW YORK

On July 11, 2022 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature  (Seal)



I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 15<sup>th</sup> day of December, 2023

For Bid Bond # BND1010339-00

  
Christopher O'Gwen, President and CEO

No. 6463



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)

12/14/2023

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

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

<b>PRODUCER</b> Beckner Power Insurance, Inc. 2415 F Road #B P.O. Box 1329 Grand Junction, CO 81502-1329 Shari L. Shear	<b>CONTACT NAME:</b> Shari Shear		
	<b>PHONE (A/C, No, Ext):</b> 970-242-6136	<b>FAX (A/C, No):</b> 970-242-8293	
<b>E-MAIL ADDRESS:</b> shari@bpigj.com			
<b>PRODUCER CUSTOMER ID #:</b> DIRTW-1			
<b>INSURED</b> Dirtworks Construction LLC 1010 21 1/2 Rd Grand Junction, CO 81505	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> United Fire & Casualty		
	<b>INSURER B:</b> Pinnacle Assurance		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

## COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X	X	60349358	04/06/2023	04/06/2024	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
	<input checked="" type="checkbox"/> Pollution						PERSONAL & ADV INJURY	\$ 1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Pollution	\$ 100,000	
A	AUTOMOBILE LIABILITY	X	X	60349358	04/06/2023	04/06/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
								\$	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>		60349358	04/06/2023	04/06/2024	EACH OCCURRENCE	\$ 1,000,000	
	EXCESS LIAB						CLAIMS-MADE	\$ 1,000,000	
	DEDUCTIBLE							\$	
RETENTION \$ 10000								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	4151863	11/01/2022	11/01/2023	WC STATUTORY LIMITS	<input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Equipment			60349358	04/06/2023	04/06/2024	Rented eq	100,000	
							Installat	25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: 1-70B Waterline Replacements

### CERTIFICATE HOLDER

### CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
Shari L. Shear