



**Purchase Order  
No. 2024-00000327**

**DATE 06/10/2024**

**Ph. (970) 256-4048**

**Fax**

**Ship To** City of Grand Junction  
Transportation Engineering  
333 West Ave Building D  
GRAND JUNCTION, CO 81501

**Bill To** City of Grand Junction  
Transportation Engineering  
333 West Ave Building D  
GRAND JUNCTION, CO 81501

**Vendor**  
**VENDOR NO. 2489**  
M.A. Concrete Construction, Inc.  
ACH  
PO Box 1968  
Grand Junction, CO 81502  
Phone: (970) 243-3221

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

Award IFB-5434-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - 4TH AND 5TH ST IMPROVEMENT PROJ - PILOT PHASE 201-330-010.8355 - Street Maintenance 925,434.26 F2201	925,434.2600	\$925,434.26
<b>PURCHASE ORDER TOTAL</b>				<b>\$925,434.26</b>

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

By: Dolly f. Daniels



### NOTICE TO PROCEED

Date: June 24, 2024

Contractor: M.A. Concrete Construction, Inc.

Project: 4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase IFB-5434-24-DD

In accordance with the Contract dated June 10, 2024, the Contractor is hereby notified to begin work on the Project on or before June 26, 2024.

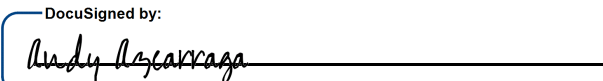
The date of final completion as determined is 60 Calendar Days from this Notice To Proceed.

### CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: 

Print Name: Andy Azcarraga

Title: project manager

Date: 6/25/2024



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 10th day of June, 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 M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 4th & 5th Streets Improvements – Pilot Phase IFB-5434-24-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
- Contractor's Negotiated Bid Response
- Solicitation Documents for the Project; **4th & 5th Streets Improvements – Pilot Phase, IFB-5434-24-DD;**
- Notice of Award
- Contractor's Original 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 sum of **Nine Hundred, Twenty-Five Thousand, Four Hundred, Thirty-Four and 26/100 Dollars (\$925,434.26)**. 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 subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

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

#### ARTICLE 7

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

#### ARTICLE 8

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr. 6/10/2024  
Duane Hoff, Jr. Contracts Administrator Date

**M.A. Concrete Construction, Inc.**

DocuSigned by:  
By: Andy Azcarraga 6/10/2024  
Andy Azcarraga, Vice President Date

### 4. Contractor's Bid Form

Bid Date: 5-15-24 Negotiated Scope # 2  
 Project: IFB-5434-24-DD "4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase"  
 Bidding Company: M.A. Concrete Construction, Inc.  
 Name of Authorized Agent: Andy Azucoraga  
 Email: andy@macconcrete.com  
 Telephone: 970-243-3221 Address: 2323 River 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 establish a new thirty-day (30) period.

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it is 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 1/4 percent of the net dollar will be offered to the Owner if the invoice is paid within 1/4 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 2

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

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

Company: M.A. Concrete Construction, Inc.  
 Authorized Signature: Andy Azucoraga  
 Title: VP

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase  
Value Engineering (Negotiated Scope #2) Bid Schedule  
Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price	
1	202	Removal of Existing Drain Pipe	96.	LF	\$ <u>40.00</u>	\$ <u>3840.00</u>	
2	202	Removal of Existing Structure	2.	EA	\$ <u>1500.00</u>	\$ <u>3000.00</u>	
3	202	Removal of Asphalt Mat (Full Depth)	2,970.22	SY	\$ <u>11.00</u>	\$ <u>32672.42</u>	\$32,672.40
4	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	561.66	SY	\$ <u>15.00</u>	\$ <u>8424.90</u>	
5	202	Removal of Asphalt Mat (Planing) (2" Thick for Overlay Section)	4,415.11	SY	\$ <u>14.00</u>	\$ <u>61811.54</u>	\$61,811.56
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	5,496.5	SF	\$ <u>5.00</u>	\$ <u>27482.50</u>	
7	208	Storm Drain Inlet Protection (Gravel Filter at Curb Inlet) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	4.	EA	\$ <u>100.00</u>	\$ <u>400.00</u>	
8	208	Concrete Washout Facility	1.	EA	\$ <u>750.00</u>	\$ <u>750.00</u>	
9	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)(Include weed barrier, 6 inches of topsoil, and up to five 3' diameter boulders)	2,180.	SF	\$ <u>5.00</u>	\$ <u>10,900.00</u>	
10	210	Reset Sprinkler System (Complete in Place) (Various Locations)	Lump Sum		---	\$ <u>4000.00</u>	
11	210	Adjust Valve Box	9.	EA	\$ <u>825.00</u>	\$ <u>7425.00</u>	
12	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	4.	EA	\$ <u>1250.00</u>	\$ <u>5000.00</u>	
13	304	Aggregate Base Course (Class 6) (6" thick)	1,164.12	Tons	\$ <u>35.00</u>	\$ <u>40,744.20</u>	
14	401	Hot Bituminous Pavement (Patching) (3" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	80.	Tons	\$ <u>210.00</u>	\$ <u>16,800.00</u>	
15	401	Hot Bituminous Pavement (Patching) (5" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	781.84	Tons	\$ <u>210.00</u>	\$ <u>164,186.40</u>	
16	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) ( <b>T-Top</b> )	103.53	Tons	\$ <u>210.00</u>	\$ <u>21,741.30</u>	\$21,741.50
17	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) ( <b>Overlay</b> )	450.	Tons	\$ <u>210.00</u>	\$ <u>94,500.00</u>	
18	603	8" PVC Drain Pipe(Include All Bedding and Backfill Material)(Include Connection to Existing Manhole)	130.	LF	\$ <u>85.00</u>	\$ <u>11,050.00</u>	
19	604	Storm Drain Inlet (See City Detail D-07)	2.		\$ <u>5500.00</u>	\$ <u>11,000.00</u>	
20	608.06	Concrete Sidewalk (4" thick) (Plain Color) (Include 4" Aggregate Base Course (Class 6))	373.2	SF	\$ <u>9.00</u>	\$ <u>3358.80</u>	
21	608.06	Concrete Curb and Gutter Plain Color (2'-0" wide) (Include 6" Aggregate Base Course (Class 6))	719.5	LF	\$ <u>40.00</u>	\$ <u>28,780.00</u>	
22	608.06	Concrete Curb and Gutter Plain Color (2'-6" wide)(See CDOT STD Section )(Include 6" Aggregate Base Course (Class 6))	50.	LF	\$ <u>40.00</u>	\$ <u>2000.00</u>	
23	608.06	Concrete Curb Ramp (8" thick)(Include 6" Aggregate Base Course (Class 6))	874.	SF	\$ <u>20.00</u>	\$ <u>17,480.00</u>	
24	608	Concrete Curb, Gutter, & Sidewalk (7' Wide) (Match in Kind) (City Std. Detail C-02)	60.	LF	\$ <u>80.00</u>	\$ <u>4800.00</u>	



**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase  
Value Engineering (Negotiated Scope #2) Bid Schedule  
Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price	
25	608	Concrete Curb, Gutter, & Sidewalk (8' Wide) (Match in Kind) (City Std. Detail C-02)	12.2	LF	\$ <u>85.00</u>	\$ <u>1037.00</u>	
26	608	Detectable Warning (Cast Iron, Wet Set)(2' X 2')	12.	EA	\$ <u>155.00</u>	\$ <u>1860.00</u>	
27	620	Portable Sanitary Facility		Lump Sum	---	\$ <u>750.00</u>	
28	625	Construction Surveying (Includes As-Built Drawings)		Lump Sum	---	\$ <u>17000.00</u>	
29	626	Mobilization		Lump Sum	---	\$ <u>99,000.00</u>	
30	630	Traffic Control Plan		Lump Sum	---	\$ <u>1500.00</u>	
31	630	Traffic Control (Complete in Place)		Lump Sum	---	\$ <u>70,000.00</u>	
32	630	Flagging	2,220.	HR	\$ <u>37.00</u>	\$ <u>81,400.00</u>	\$82,140.00
33	SC 3.3.18	Quality Control Testing		Lump Sum	---	\$ <u>30,000.00</u>	
MCR		Minor Contract Revisions	---	---	---	\$ 40,000.00	
<b>Bid Amount:</b>						\$ <u>924,694.06</u>	\$925,434.26

**Bid Amount:**  
Nine hundred twenty four thousand six hundred ninety four and 06/100 dollars



**Purchasing Division**

## **Invitation for Bid**

**IFB-5434-24-DD**

**4<sup>th</sup>/5<sup>th</sup> Streets Improvements– Pilot Phase**

### **Responses Due:**

**April 30, 2024, Prior to 2:00 PM**

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

**[www.bidnetdirect.com/colorado](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 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; Acting as Purchasing Agent**

**[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 <ul style="list-style-type: none"><li>• Price Bid Schedule Form</li></ul>

### **Appendixes (Click on Links in Section 3.5 for Access)**

Appendix A	Project Special Provisions
Appendix B	Construction Drawings

# **1. Instructions to Bidders**

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

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

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

Dolly Daniels; Purchasing Agent  
[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.

**1.3 Non-Mandatory Pre-Bid Meeting:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Monday, April 15, 2024, at 2:00 PM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

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

**1.5 Purpose:** The City of Grand Junction (City) is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the 4<sup>th</sup>/5<sup>th</sup> Streets Improvements Project. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.

- 1.6 The Owner:** The Owner is the City 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 [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.
- 1.8 Submission:** **Each bid 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 bids.** (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**).

Bids shall be formatted as directed in Section 4.0, Contractor’s Bid Form and Price Bid Schedule. Submittals that fail to follow this format may be ruled nonresponsive. The uploaded response shall be a single PDF document with all required information included.

The virtual bid opening can be accessed by the following means:

**Bid Opening 4th & 5th Streets Improvements - Pilot Phase IFB-5434-24-DD  
Apr 30, 2024, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/540418429>

You can also dial in using your phone.

Access Code: 540-418-429

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

Join from a video-conferencing room or system.

Meeting ID: 540-418-429

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](http://inroomlink.goto.com)

Or dial directly: 540418429@67.217.95.2 or 67.217.95.2##540418429

Get the app now and be ready when your first meeting starts: <https://meet.goto.com/install>

- 1.9 Modification and Withdrawal of Bids Before Opening** Bids may be modified or withdrawn in writing by the Bidder, duly executing and submitting 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 state 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 business officer accompanied by evidence of authority to sign. The entity address and state of organization of the entity shall be shown below the signature. All names must be typed or printed 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.

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, and;

- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work, and;
- 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 Agent.

- 1.18 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs 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 by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Bidders. The Owner may, or may not, accept future bids for the same 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 Contract 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 construct the Project 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 and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-

Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization that 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 bid requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. 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 the 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, fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.

- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.
- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies 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 the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) General Liability insurance with minimum limits of:

TWO MILLION DOLLARS (\$2,000,000) each occurrence and  
TWO MILLION DOLLARS (\$2,000,000) 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 the City, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

**2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained by and/or against the Owner growing out of or under the performance.

**2.18. Miscellaneous Conditions: Material Availability:** The Contractor 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 Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract time set forth in the Contract Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work including, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

**2.20. Progress & Completion:** The Contractor shall begin the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.

- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the State of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful Offeror has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each Offeror shall 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:** The Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). The Contractor shall also furnish any other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds 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, the Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the

Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

- 2.26. Delay 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 completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

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

- 2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the



Contractor shall 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 under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35 Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36 Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing its 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 as 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, 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 Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

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

- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

**2.49. Evaluation of Bids and 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 Bidder,
- Take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Service Provider in determining final award. and
- Disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the 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 all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

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

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

**2.50. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and 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 patent(s) and/or copyright(s). 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. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 2.59. Cooperative Purchasing:** Purchases as a result of this Solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricing established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's Solicitation. Orders placed by participating jurisdictions under the terms of this Solicitation will indicate its specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

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

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

(c) except any project that receives federal moneys.

### **3. Statement of Work**

**3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the 4<sup>th</sup>/5<sup>th</sup> Streets Improvements Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

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

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

**3.2 PROJECT DESCRIPTION:** This Project generally consists of a pilot phase of a road diet conversion of 4<sup>th</sup> and 5<sup>th</sup> Streets from a two-lane, one-way configuration to a one-lane, one-way configuration between Ute Ave. and North Ave. Buffered bike lanes, parallel parking, and other enhanced pavement markings will be incorporated into both streets as part of the restriping. Flexible delineator posts will be placed to provide buffers at the bike lanes as well as bulb out areas near crosswalks. This Project also includes the permanent conversion of Belford Ave. to a two-way street between 4<sup>th</sup> and 5<sup>th</sup> Streets, and the widening of 5<sup>th</sup> St. between North Ave. and Belford Ave. and includes bike lanes in both directions. Approximate quantities are as follows: 5,950 SY of Asphalt Removal, 5,400 SF of Concrete Removal, 300 tons of Class 6 Aggregate Base Course, 890 tons of Asphalt Pavement, 70 LF of Drain Pipe, 375 SF of Concrete Sidewalk, 390 LF of Concrete Curb and Gutter, 100 SF of Colored Concrete Curb Ramp, 60 LF of Concrete Curb, Gutter, and Sidewalk, 39,000 LF of Preformed Thermoplastic Markings, 6,600 SF of green box Preformed Thermoplastic Markings, 100 EA of Preformed Thermoplastic Marking Symbols, and 500 Flexible Delineators.

All work shall be completed in accordance with the City of Grand Junction Standard Contract Documents dated July 10, 2010, unless otherwise specified in the project Special Conditions & Provisions.

#### **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 Monday April 15, 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 SOLICIATION PROCESS/SCOPE OF WORK:**

Dolly Daniels; Senior Buyer/Purchasing Agent  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Eric Mocko, who can be reached at (970) 256-4017. 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  
Transportation Engineering Division  
Attn: Eric Mocko, Transportation Engineer  
333 West Avenue, Building D.  
Grand Junction, CO 81501  
[Ericmock@gjcity.org](mailto:Ericmock@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 60 Calendar Days from the starting date specified in the Notice to Proceed.

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

**3.3.10 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 with the following exception:

**3.3.11 Licenses and Permits:** Contractor is responsible for obtaining any and all necessary licenses and permits required for Work 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 Work In the ROW Permits for North Ave., and Ute Ave.

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

- Electronic files needed for construction layout.
- Door-hanger notices informing residents of the upcoming milling, overlay, concrete, or striping work, planned dates of the work, and parking restrictions. These shall be hung on doors at least two, but not more than 7 days prior to the work at each location. In the event that door hangers are not distributed as per these special conditions and a vehicle needs to be removed from the project site the Contractor shall be responsible for the costs associated with the relocation of the vehicle.
- Damaged or outdated manhole ring and covers and Water Valve boxes and lids that need to be replaced. The City will furnish the above-mentioned. The Contractor shall be responsible for picking up the materials from Castings Inc.

**3.3.14 Project Communications:** Prior to and during construction, the Contractor will meet with the Project Engineer to discuss timelines, challenges, and updates on progress.

- A Newsletter for the project will be prepared and distributed by the City as necessary. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and

Contractor. The newsletter will be mailed approximately one week before the Contractor commences work.

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

**3.3.15 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. See Project Special Provisions for details on Traffic Control and Construction Phasing requirements.

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

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

**3.3.18 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.

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

- Project Schedule
- Traffic Control Plan
- Construction Phasing Plan
- Construction Schedule submitted at or prior to the pre-construction meeting and updated as necessary to reflect actual conditions.
- List of contacts for Contractor and any Sub-Contractors
- Hourly rate table for labor and equipment to be used on this Project
- All materials

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

**3.3.21 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.

**3.3.22 Work to be Performed by the City:**

- 4<sup>th</sup> and 5<sup>th</sup> Street will be chip sealed by the City after the concrete and asphalt patching has been completed by the Contractor, and prior to the restriping.
- The City will provide long line striping for this Project as shown on the plans.

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

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

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

Construction surveying is the responsibility of the Contractor.

**3.3.26 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The existing sidewalks, pans, fillets, curb, and gutter are in good serviceable condition. In some instances, the installation of new sidewalks and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

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

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

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

- 3.3.28 Manhole Ring and Cover:** Manhole ring and covers for this Project shall be Castings model MH-310-24 CI.
- 3.3.29 Arterial and Collector Streets:** All paving shall be completed a maximum of 7 calendar days after the milling at ALL locations.
- 3.3.30 Asphalt Paper Joints:** The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. In the event the paper joints are not installed immediately following milling operations, the Contractor shall be subjected to a \$500/day penalty at each unprotected joint location. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.
- 3.3.31 Tack Coat:** Tack Coat will be required between the existing asphalt and the leveling asphalt, existing asphalt and new overlay, and between leveling asphalt and new overlay asphalt. The tack coat shall meet the requirements of Section 407 of the *Standard Specifications for Road and Bridge Construction*, as modified herein. The cost of the tack coat will be considered incidental to the work and will not be paid for separately.
- 3.3.32 Milling at Drainage Inlets:** When milling adjacent to inlets that have a concrete edge protruding into the street, it shall be the Contractor's responsibility to provide an approved marker or barricade to protect vehicle tires from damage until the overlay is placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system.**
- 3.3.33 Painted Lane Lines:** The Contractor shall be responsible for recording the location of all existing striping and shall place longitudinal paving joints on or immediately adjacent to said striping. An locations where striping will differ from existing locations are indicated on the project plans, and longitudinal paving joints shall be placed on or immediately adjacent to proposed striping locations.
- 3.3.34 Temporary Pavement Marking Tape:** The Contractor shall be responsible for furnishing and placing temporary pavement marking tape in the event that existing stripes were removed during milling operation. The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping or new striping locations per provided project plans. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.
- 3.3.35 Transverse Milling:** Butt joints (Transverse Milling) shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Project Engineer or his representative.
- 3.3.36 Pavement Cross Slope:** Each paving machine shall be equipped with a 4' carpenters level. On those occasions when the paving foreman determines that an existing street

has little or no cross slope, the Contractor shall advise the Engineer of his observations rather than overlaying the street as is. The Engineer or his representative will then determine how best to correct the inadequate cross slope.

**3.3.37 Project Meetings:** The Contractor and the City shall conduct meetings on-site as agreed upon at the pre-construction meeting. These meetings shall be attended by the Contractor's Project Manager and Site Supervisor and the City's Project Engineer and Project Inspector. When required, the utility companies' project representative should be invited to the meetings. An updated Project schedule should be available and dispersed at each meeting.

**3.3.38 Manholes and Water Valves:** It shall be the contractors' responsibility to accurately record and adjust all manholes, valve boxes and survey monuments final grade. In the event that a utility is paved over it shall be the contractors' responsibility to expose and adjust to final grade within 2 days. In all other cases utilities shall be raised to final grade within 7 days after completion of paving each street segment, and it shall be the Contractors' responsibility to expose the affected utility during the event of an emergency.

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

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

**3.3.40 Work By Others / Coordination:** It is not anticipated that work by others will be necessary prior to or during construction at this time.

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

2B – Asphalt Paving

2E – Concrete, Sidewalk, Curb, and Gutter

Contractors may view their approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

**3.4 SCOPE OF WORK:** This Project generally consists of a pilot phase of a road diet conversion of 4<sup>th</sup> and 5<sup>th</sup> Streets from a two-lane, one-way configuration to a one-lane, one-way configuration between Ute Ave. and North Ave. Buffered bike lanes, parallel parking, and other enhanced pavement markings will be incorporated into both streets as part of the restriping. Flexible delineator posts will be placed to provide buffers at the bike lanes as well as bulb out areas near crosswalks. This project also includes the permanent conversion of Belford Ave. to a two-way street between 4<sup>th</sup> and 5<sup>th</sup> Streets, and the widening of 5<sup>th</sup> St. between North Ave. and Belford Ave. and includes bike lanes in both directions. Approximate Quantities are

as follows: 5,950 SY of Asphalt Removal, 5,400 SF of Concrete Removal, 300 tons of Class 6 Aggregate Base Course, 890 tons of Asphalt Pavement, 70 LF of Drain Pipe, 375 SF of Concrete Sidewalk, 390 LF of Concrete Curb and Gutter, 100 SF of Colored Concrete Curb Ramp, 60 LF of Concrete Curb, Gutter, and Sidewalk, 39,000 LF of Preformed Thermoplastic Markings, 6,600 SF of green box Preformed Thermoplastic Markings, 100 EA of Preformed Thermoplastic Marking Symbols, and 500 Flexible Delineators.

**3.5 Attachments: (Click on Links for Access) Best if opened in Edge or Firefox**

Appendix A Project Special Provisions  
[Special Project Provisions - Pilot Phase](#)

Appendix B Construction Drawings Pilot Phase Plans  
[Construction Drawings and Plans - Pilot Phase](#)

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

- Contractor’s Bid Form
- Price Bid Schedule
- Contractor’s Bid Bond

**3.7 IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on	April 5, 2024
Non-Mandatory Pre-Bid Meeting	April 15, 2024, 2:00 PM
Inquiry deadline, no questions after this date	April 22, 2024
Addendum Posted	April 24, 2024
Pre-Qualification Application Deadline	April 25, 2024
Submittal deadline for Bids	April 30, 2024, 2:00 PM
City Council Approval (if required)	May 15, 2024
Notice of Award & Contract execution	May 16, 2024
Bonding & Insurance Cert due	May 24, 2024
Preconstruction meeting	TBD
Work begins no later than	Upon Receipt of Notice to Proceed
Final Completion	60 Calendar Days from Notice to Proceed
Holidays	
Memorial Day	May 27, 2024
Juneteenth	June 19, 2024
Independence Day	July 4, 2024

## 4. Contractor's Bid Form

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

**Project:** IFB-5434-24-DD "4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it is a legal agent of the Bidder, authorized to represent the Bidder and is legally responsible for the 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: 4th-5th Streets Improvements Project - Pilot Phase****Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Existing Drain Pipe	47.	LF	\$ _____	\$ _____
2	202	Removal of Existing Structure	1.	EA	\$ _____	\$ _____
3	202	Removal of Asphalt Mat (Full Depth)	1,218.54	SY	\$ _____	\$ _____
4	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	365.11	SY	\$ _____	\$ _____
5	202	Removal of Asphalt Mat (Planing) (2" Thick for Overlay Section)	4,415.11	SY	\$ _____	\$ _____
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	5,391.7	SF	\$ _____	\$ _____
7	208	Storm Drain Inlet Protection (Gravel Filter at Curb Inlet) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	4.	EA	\$ _____	\$ _____
8	208	Concrete Washout Facility	1.	EA	\$ _____	\$ _____
9	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)	2,180.	SF	\$ _____	\$ _____
10	210	Reset Sprinkler System (Complete in Place) (Various Locations)	Lump Sum		---	\$ _____
11	210	Reset Lamp Post	1.	EA	\$ _____	\$ _____
12	210	Reset Electrical Box	2.	EA	\$ _____	\$ _____
13	304	Aggregate Base Course (Class 6) (6" thick)	307.	Tons	\$ _____	\$ _____
14	304	Aggregate Base Course (Class 6) (15" thick)	385.56	Tons	\$ _____	\$ _____
15	401	Hot Bituminous Pavement (Patching) (3 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	80.	Tons	\$ _____	\$ _____
16	401	Hot Bituminous Pavement (Patching) (5 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	254.57	Tons	\$ _____	\$ _____
17	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) <b>(T-Top)</b>	103.53	Tons	\$ _____	\$ _____
18	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) <b>(Overlay)</b>	450.	Tons	\$ _____	\$ _____
19	603	8" PVC Drain Pipe(Include All Bedding and Backfill Material)(Include Connection to Existing Manhole)	70.	LF	\$ _____	\$ _____
20	604	Storm Drain Inlet (See City Detail D-07)	1.		\$ _____	\$ _____

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase****Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
21	608.06	Concrete Sidewalk (4" thick) (Plain Color) (Include 4" Aggregate Base Course (Class 6))	373.2	SF	\$ _____	\$ _____
22	608.06	Concrete Curb and Gutter Plain Color (2'-0" wide) (Include 6" Aggregate Base Course (Class 6))	389.74	LF	\$ _____	\$ _____
23	608.06	Concrete Curb Ramp (8" thick)(Include 6" Aggregate Base Course (Class 6))	874.	SF	\$ _____	\$ _____
24	608	Concrete Curb, Gutter, & Sidewalk (7' Wide) (Match in Kind) (City Std. Detail C-02)	60.	LF	\$ _____	\$ _____
25	608	Concrete Curb, Gutter, & Sidewalk (8' Wide) (Match in Kind) (City Std. Detail C-02)	12.2	LF	\$ _____	\$ _____
26	608	Detectable Warning (Cast Iron, Wet Set)(2' X 2')	12.	EA	\$ _____	\$ _____
27	620	Portable Sanitary Facility		Lump Sum	---	\$ _____
28	625	Construction Surveying (Includes As-Built Drawings)		Lump Sum	---	\$ _____
29	626	Mobilization		Lump Sum	---	\$ _____
30	627	12" Preformed Thermoplastic Pavement Marking (125 Mil) (Stop Bar)	488.8	LF	\$ _____	\$ _____
31	627	24" Preformed Thermoplastic Pavement Marking (125 Mil) (X-Walk)	4,010.	LF	\$ _____	\$ _____
32	627	4" Preformed Thermoplastic Pavement Marking (White) (125 Mil)	31,202.5	LF	\$ _____	\$ _____
33	627	4" Preformed Thermoplastic Pavement Marking (Yellow)(125 Mil)	262.	LF	\$ _____	\$ _____
34	627	4" High Build Acrylic Waterborne Paint Pavement Marking (White)(Bike Path Intersection Crossing)	680.8	LF	\$ _____	\$ _____
35	627	24" Preformed Thermoplastic Markings - 6' Long Green Hash Marks (90 Mil)	2,154.	LF	\$ _____	\$ _____
36	627	Preformed Thermoplastic Markings - Bike Rider w/ Helmet (Left Facing) (Green) 6'6"x3'4" (90 Mil)	70.	EA		
37	627	Preformed Thermoplastic Pavement Markings - Bus Stop (90 Mil)	5.	EA	\$ _____	\$ _____
38	627	Preformed Thermoplastic Markings - Box Panel - Green (90 Mil)	6,584.9	SF		
39	627	Preformed Thermoplastic Markings - Handicap Parking (90 Mil)	2.	EA	\$ _____	\$ _____
40	627	Preformed Thermoplastic Pavement Markings - Elongated Left Arrow (90 Mil)	7.	EA	\$ _____	\$ _____
41	627	Preformed Thermoplastic Markings - Elongated Right Arrow (90 Mil)	4.	EA	\$ _____	\$ _____
42	627	Preformed Thermoplastic Markings - Elongated Straight Arrow (90 Mil)	4.	EA	\$ _____	\$ _____
43	627	Preformed Thermoplastic Markings - Elongated Left/Right/Straight Arrow (90 Mil)	1.	EA	\$ _____	\$ _____

## Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase

### Contractor:

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
44	627	Preformed Thermoplastic Markings - Elongated Left/Striaight Arrow (90 Mil)	1.	EA	\$ _____	\$ _____
45	627	Preformed Thermoplastic Markings - Elongated Right/Striaight Arrow (90 Mil)	2.	EA	\$ _____	\$ _____
46	627	Flexible Delineator (White Post, White Base)	454.	EA	\$ _____	\$ _____
47	627	Flexible Delineator (Yellow Post, Yellow Base)	25.	EA	\$ _____	\$ _____
48	630	Traffic Control Plan		Lump Sum	---	\$ _____
49	630	Traffic Control (Complete in Place)		Lump Sum	---	\$ _____
50	630	Flagging	8,100.	HR	\$ _____	\$ _____
51	SC 3.3.18	Quality Control Testing		Lump Sum	---	\$ _____
MCR		Minor Contract Revisions		---	---	\$ <u>80,000.00</u>
<b>Bid Amount:</b>						<b>\$ _____</b>

**Bid Amount:**

**dollars**



Purchasing Division

## ADDENDUM NO. 1

**DATE:** April 17, 2024  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** 4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase IFB-5434-24-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. **General Project Statement:** Currently the City is anticipating construction will begin after the JUCO tournament, however, if work can begin prior to the tournament, the City is willing to coordinate those efforts with the Contractor.
2. **Question:** 60 days seems too short for this amount of work. Can the working days be increased?  
**Answer:** The Contract working days will be extended to 75 Calendar Days.
3. **Question:** What QC testing is involved for this Project?  
**Answer:** Please reference the Project Specifications and Special Provisions. QA testing will be provided by the City.
4. **Question:** Will there be a Public Information Management line item added to this Project?  
**Answer:** No. The City will provide door hangers to notify businesses and residents of upcoming work that may impact them. The Contractor will be responsible for distributing these to the appropriate parties.
5. **Question:** What traffic closures will be allowed?  
**Answer:** During concrete and asphalt work, a through lane should be maintained in each direction (as appropriate). During striping/thermoplastic work, a block closure may be accommodated, with a sufficient detour and appropriate local access, as needed.
6. **Question:** How long will the Contractor have to wait after the application of the Chip Seal before striping?  
**Answer:** The City will wait 3 days after the application of the Chip Seal to perform the fog seal application. The City will then wait 3 days prior to long striping. The Contractor may perform striping layout the day after the fog seal is applied but will need to wait 3 days after fog seal to apply thermoplastic or paint.
7. **Question:** I do not see clear cut information on the plans about what is being removed and where (with the exception of the pipe). Without standard demolition sheets, the items needing more clarification are the concrete being removed, and the asphalt areas. It appears the plan sheets show

the roadway and I believe that the blue box represents the full depth sections, and the orange is the overlay.

**Answer:** Please see the attached updated plans with a more detailed removal plan in the link below.

8. **Question:** Can the City provide more details on where the lamp post and electrical box resets are? Need to know if these are height resets or if they are being removed/reset in a location close to the original location.

**Answer:** Please see update plan set in the link below.

**4th - 5th Street Improvements - Pilot Phase Plans ADDENDUM 1**

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



Purchasing Division

**ADDENDUM NO. 2**

**DATE:** April 24, 2024  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** 4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase IFB-5434-24-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. Please use the attached revised Bid Schedule when submitting a bid for this project.**

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

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase**  
**Addendum #2**  
**Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Existing Drain Pipe	96.	LF	\$ _____	\$ _____
2	202	Removal of Existing Structure	2.	EA	\$ _____	\$ _____
3	202	Removal of Asphalt Mat (Full Depth)	2,970.22	SY	\$ _____	\$ _____
4	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	561.66	SY	\$ _____	\$ _____
5	202	Removal of Asphalt Mat (Planing) (2" Thick for Overlay Section)	4,415.11	SY	\$ _____	\$ _____
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	5,496.5	SF	\$ _____	\$ _____
7	208	Storm Drain Inlet Protection (Gravel Filter at Curb Inlet) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	4.	EA	\$ _____	\$ _____
8	208	Concrete Washout Facility	1.	EA	\$ _____	\$ _____
9	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)(Include weed barrier, 6 inches of topsoil, and up to five 3' diameter boulders)	2,180.	SF	\$ _____	\$ _____
10	210	Reset Sprinkler System (Complete in Place) (Various Locations)	Lump Sum		---	\$ _____
11	210	Adjust Valve Box	9.	EA	\$ _____	\$ _____
12	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	4.	EA	\$ _____	\$ _____
13	304	Aggregate Base Course (Class 6) (6" thick)	1,164.12	Tons	\$ _____	\$ _____
14	401	Hot Bituminous Pavement (Patching) (3 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	80.	Tons	\$ _____	\$ _____
15	401	Hot Bituminous Pavement (Patching) (5 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	781.84	Tons	\$ _____	\$ _____
16	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) <b>(T-Top)</b>	103.53	Tons	\$ _____	\$ _____
17	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) <b>(Overlay)</b>	450.	Tons	\$ _____	\$ _____
18	603	8" PVC Drain Pipe(Include All Bedding and Backfill Material)(Include Connection to Existing Manhole)	130.	LF	\$ _____	\$ _____
19	604	Storm Drain Inlet (See City Detail D-07)	2.		\$ _____	\$ _____
20	608.06	Concrete Sidewalk (4" thick) (Plain Color) (Include 4" Aggregate Base Course (Class 6))	373.2	SF	\$ _____	\$ _____

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase**  
**Addendum #2**  
**Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
21	608.06	Concrete Curb and Gutter Plain Color (2'-0" wide) (Include 6" Aggregate Base Course (Class 6))	719.5	LF	\$ _____	\$ _____
22	608.06	Concrete Curb and Gutter Plain Color (2'-6" wide)(See CDOT STD Section )(Include 6" Aggregate Base Course (Class 6))	50.	LF	\$ _____	\$ _____
23	608.06	Concrete Curb Ramp (8" thick)(Include 6" Aggregate Base Course (Class 6))	874.	SF	\$ _____	\$ _____
24	608	Concrete Curb, Gutter, & Sidewalk (7' Wide) (Match in Kind) (City Std. Detail C-02)	60.	LF	\$ _____	\$ _____
25	608	Concrete Curb, Gutter, & Sidewalk (8' Wide) (Match in Kind) (City Std. Detail C-02)	12.2	LF	\$ _____	\$ _____
26	608	Detectable Warning (Cast Iron, Wet Set)(2' X 2')	12.	EA	\$ _____	\$ _____
27	620	Portable Sanitary Facility	Lump Sum		---	\$ _____
28	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
29	626	Mobilization	Lump Sum		---	\$ _____
30	627	12" Preformed Thermoplastic Pavement Marking (125 Mil) (Stop Bar)	488.8	LF	\$ _____	\$ _____
31	627	24" Preformed Thermoplastic Pavement Marking (125 Mil) (X-Walk)	4,010.	LF	\$ _____	\$ _____
32	627	4" Preformed Thermoplastic Pavement Marking (White) (125 Mil)	31,202.5	LF	\$ _____	\$ _____
33	627	4" Preformed Thermoplastic Pavement Marking (Yellow)(125 Mil)	262.	LF	\$ _____	\$ _____
34	627	4" High Build Acrylic Waterborne Paint Pavement Marking (White)(Bike Path Intersection Crossing)	680.8	LF	\$ _____	\$ _____
35	627	24" Preformed Thermoplastic Markings - Green Hash Marks (90 Mil)	2,154.	LF	\$ _____	\$ _____
36	627	Preformed Thermoplastic Markings - Bike Rider w/ Helmet (Left Facing) (Green) 6'6"x3'4" (90 Mil) (City to provide Materials - Install Only)	70.	EA	\$ _____	\$ _____
37	627	Preformed Thermoplastic Pavement Markings - Bus Stop (90 Mil)	5.	EA	\$ _____	\$ _____
38	627	Preformed Thermoplastic Markings - Box Panel - Green (90 Mil)	6,584.9	SF	\$ _____	\$ _____
39	627	Preformed Thermoplastic Markings - Handicap Parking (90 Mil)	2.	EA	\$ _____	\$ _____
40	627	Preformed Thermoplastic Pavement Markings - Elongated Left Arrow (90 Mil)	7.	EA	\$ _____	\$ _____
41	627	Preformed Thermoplastic Markings - Elongated Right Arrow (90 Mil)	4.	EA	\$ _____	\$ _____
42	627	Preformed Thermoplastic Markings - Elongated Straight Arrow (90 Mil)	4.	EA	\$ _____	\$ _____
43	627	Preformed Thermoplastic Markings - Elongated Left/Right/Straight Arrow (90 Mil)	1.	EA	\$ _____	\$ _____
44	627	Preformed Thermoplastic Markings - Elongated Left/Straight Arrow (90 Mil)	1.	EA	\$ _____	\$ _____



**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase  
Addendum #2  
Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
45	627	Preformed Thermoplastic Markings - Elongated Right/Striaight Arrow (90 Mil)	2.	EA	\$ _____	\$ _____
46	627	Flexible Delineator (White Post, White Base)	454.	EA	\$ _____	\$ _____
47	627	Flexible Delineator (Yellow Post, Yellow Base)	25.	EA	\$ _____	\$ _____
48	630	Traffic Control Plan		Lump Sum	---	\$ _____
49	630	Traffic Control (Complete in Place)		Lump Sum	---	\$ _____
50	630	Flagging	4,500.	HR	\$ _____	\$ _____
51	SC 3.3.18	Quality Control Testing		Lump Sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>80,000.00</u>
					<b>Bid Amount:</b>	\$ _____

**Bid Amount:**

\_\_\_\_\_ dollars



**NOTICE OF AWARD**

Date: June 10, 2024  
Company: M.A. Concrete Construction, Inc.  
Project: 4<sup>th</sup> & 5<sup>th</sup> Streets Improvements Pilot Phase IFB-5434-24-DD

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You have been awarded the City of Grand Junction Contract for the 4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase (IFB-5434-24-DD) for a lump sum fee of **\$925,434.26**.

Please notify Eric Mocko, Project Engineer at 970-256-4017 or [ericmock@gjcity.org](mailto:ericmock@gjcity.org) for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: M.A. Concrete Construction, Inc.

DocuSigned by:

*Andy Azcarraga*

B79F568890F14D5...

By: \_\_\_\_\_

Title: project manager

Date: 6/10/2024

## 4. Contractor's Bid Form

Bid Date: 4-30-24

Project: IFB-5434-24-DD "4<sup>th</sup> & 5<sup>th</sup> Streets Improvements – Pilot Phase"

Bidding Company: M.A. Concrete Construction, Inc

Name of Authorized Agent: Andy Azcaraga

Email: andy@maconcretelegj.com

Telephone: 970-243-3221 Address: 2323 River 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 establish a new thirty-day (30) period.

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies it is 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 N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1, 2

It is the responsibility of the 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: M.A. Concrete Construction, Inc

Authorized Signature: Andy Azcaraga

Title: Vice President

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
<u>Agave Concrete Grand Junction, CO</u>	<u>Concrete</u>	<u>2</u>
<u>Martin Construction Grand Junction, CO</u>	<u>Asphalt</u>	<u>13.5</u>
<u>TY Striping Mack, CO</u>	<u>Striping</u>	<u>48</u>
<u>High Desert Surveying G.J. CO</u>	<u>Surveying</u>	<u>.2</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: 4th-5th Streets Improvements Project - Pilot Phase

### Addendum #2

#### Contractor:

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Existing Drain Pipe	96.	LF	\$ <u>40.00</u>	\$ <u>3840.00</u>
2	202	Removal of Existing Structure	2.	EA	\$ <u>1500.00</u>	\$ <u>3000.00</u>
3	202	Removal of Asphalt Mat (Full Depth)	2,970.22	SY	\$ <u>11.00</u>	\$ <u>32,672.42</u>
4	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	561.66	SY	\$ <u>15.00</u>	\$ <u>8,424.90</u>
5	202	Removal of Asphalt Mat (Planing) (2" Thick for Overlay Section)	4,415.11	SY	\$ <u>14.00</u>	\$ <u>61,811.54</u>
6	202	Removal of Concrete (Includes, but not limited to, curb, gutter, sidewalk, driveway, slabs, V-pans, curb ramps, intersection corners, aprons, landscape borders, and concrete walls)	5,496.5	SF	\$ <u>5.00</u>	\$ <u>27,482.50</u>
7	208	Storm Drain Inlet Protection (Gravel Filter at Curb Inlet) (Includes Maintenance & Removal of Debris, & Removal of Inlet Protection)	4.	EA	\$ <u>100.00</u>	\$ <u>400.00</u>
8	208	Concrete Washout Facility	1.	EA	\$ <u>750.00</u>	\$ <u>750.00</u>
9	210	Reset Landscape Ground Cover (Match in Kind) (Contractor shall remove ground cover and underlying weed barrier as needed and stockpile materials. Contractor shall reset these materials and provide additional materials as needed)(Include weed barrier, 6 inches of topsoil, and up to five 3' diameter boulders)	2,180.	SF	\$ <u>5.00</u>	\$ <u>10,900.00</u>
10	210	Reset Sprinkler System (Complete in Place) (Various Locations)	Lump Sum		---	\$ <u>4000.00</u>
11	210	Adjust Valve Box	9.	EA	\$ <u>825.00</u>	\$ <u>7,425.00</u>
12	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	4.	EA	\$ <u>1250.00</u>	\$ <u>5,000.00</u>
13	304	Aggregate Base Course (Class 6) (6" thick)	1,164.12	Tons	\$ <u>35.00</u>	\$ <u>40,744.20</u>
14	401	Hot Bituminous Pavement (Patching) (3 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	80.	Tons	\$ <u>210.00</u>	\$ <u>16,800.00</u>
15	401	Hot Bituminous Pavement (Patching) (5 " Thick) (Grading SX, PG 64-22) (GYR.=75) (One 3" Lift Bottom Mat, One 2" Lift Top Mat)	781.84	Tons	\$ <u>210.00</u>	\$ <u>164,186.40</u>
16	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (T-Top)	103.53	Tons	\$ <u>210.00</u>	\$ <u>21,741.30</u>
17	401	Hot Bituminous Pavement (Patching) (2" Thick) (Grading SX, PG 64-22) (GYR.=75) (One 2" Top Mat) (Overlay)	450.	Tons	\$ <u>210.00</u>	\$ <u>94,500.00</u>
18	603	8" PVC Drain Pipe(Include All Bedding and Backfill Material)(Include Connection to Existing Manhole)	130.	LF	\$ <u>85.00</u>	\$ <u>11,050.00</u>
19	604	Storm Drain Inlet (See City Detail D-07)	2.		\$ <u>5600.00</u>	\$ <u>11,200.00</u>
20	608.06	Concrete Sidewalk (4" thick) (Plain Color) (Include 4" Aggregate Base Course (Class 6))	373.2	SF	\$ <u>9.00</u>	\$ <u>3,358.80</u>

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase****Addendum #2****Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
21	608.06	Concrete Curb and Gutter Plain Color (2'-0" wide) (Include 6" Aggregate Base Course (Class 6))	719.5	LF	\$ <u>40.00</u>	\$ <u>28780.00</u>
22	608.06	Concrete Curb and Gutter Plain Color (2'-6" wide)(See CDOT STD Section )(Include 6" Aggregate Base Course (Class 6))	50.	LF	\$ <u>40.00</u>	\$ <u>2000.00</u>
23	608.06	Concrete Curb Ramp (8" thick)(Include 6" Aggregate Base Course (Class 6))	874.	SF	\$ <u>20.00</u>	\$ <u>17480.00</u>
24	608	Concrete Curb, Gutter, & Sidewalk (7' Wide) (Match in Kind) (City Std. Detail C-02)	60.	LF	\$ <u>80.00</u>	\$ <u>4800.00</u>
25	608	Concrete Curb, Gutter, & Sidewalk (8' Wide) (Match in Kind) (City Std. Detail C-02)	12.2	LF	\$ <u>85.00</u>	\$ <u>1037.00</u>
26	608	Detectable Warning (Cast Iron, Wet Set)(2' X 2')	12.	EA	\$ <u>155.00</u>	\$ <u>1860.00</u>
27	620	Portable Sanitary Facility		Lump Sum	---	\$ <u>750.00</u>
28	625	Construction Surveying (Includes As-Built Drawings)		Lump Sum	---	\$ <u>17000.00</u>
29	626	Mobilization		Lump Sum	---	\$ <u>150000.00</u>
30	627	12" Preformed Thermoplastic Pavement Marking (125 Mil) (Stop Bar)	488.8	LF	\$ <u>22.00</u>	\$ <u>10753.60</u>
31	627	24" Preformed Thermoplastic Pavement Marking (125 Mil) (X-Walk)	4,010.	LF	\$ <u>46.00</u>	\$ <u>184460.00</u>
32	627	4" Preformed Thermoplastic Pavement Marking (White) (125 Mil)	31,202.5	LF	\$ <u>12.25</u>	\$ <u>382230.60</u>
33	627	4" Preformed Thermoplastic Pavement Marking (Yellow)(125 Mil)	262.	LF	\$ <u>12.25</u>	\$ <u>3209.50</u>
34	627	4" High Build Acrylic Waterborne Paint Pavement Marking (White)(Bike Path Intersection Crossing)	680.8	LF	\$ <u>7.00</u>	\$ <u>4765.60</u>
35	627	24" Preformed Thermoplastic Markings - Green Hash Marks (90 Mil)	2,154.	LF	\$ <u>48.00</u>	\$ <u>103392.00</u>
36	627	Preformed Thermoplastic Markings - Bike Rider w/ Helmet (Left Facing) (Green) 6"6"x3'4" (90 Mil) (City to provide Materials - Install Only)	70.	EA	\$ <u>285.00</u>	\$ <u>19950.00</u>
37	627	Preformed Thermoplastic Pavement Markings - Bus Stop (90 Mil)	5.	EA	\$ <u>850.00</u>	\$ <u>4250.00</u>
38	627	Preformed Thermoplastic Markings - Box Panel - Green (90 Mil)	6,584.9	SF	\$ <u>27.00</u>	\$ <u>177792.30</u>
39	627	Preformed Thermoplastic Markings - Handicap Parking (90 Mil)	2.	EA	\$ <u>400.00</u>	\$ <u>800.00</u>
40	627	Preformed Thermoplastic Pavement Markings - Elongated Left Arrow (90 Mil)	7.	EA	\$ <u>465.00</u>	\$ <u>3255.00</u>
41	627	Preformed Thermoplastic Markings - Elongated Right Arrow (90 Mil)	4.	EA	\$ <u>500.00</u>	\$ <u>2000.00</u>
42	627	Preformed Thermoplastic Markings - Elongated Straight Arrow (90 Mil)	4.	EA	\$ <u>400.00</u>	\$ <u>1600.00</u>
43	627	Preformed Thermoplastic Markings - Elongated Left/Right/Straight Arrow (90 Mil)	1.	EA	\$ <u>1000.00</u>	\$ <u>1000.00</u>
44	627	Preformed Thermoplastic Markings - Elongated Left/Straight Arrow (90 Mil)	1.	EA	\$ <u>800.00</u>	\$ <u>800.00</u>

**Bid Schedule: 4th-5th Streets Improvements Project - Pilot Phase  
Addendum #2  
Contractor:**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
45	627	Preformed Thermoplastic Markings - Elongated Right/Striaight Arrow (90 Mil)	2	EA	\$ <u>800.00</u>	\$ <u>1600.00</u>
46	627	Flexible Delineator (White Post, White Base)	454	EA	\$ <u>85.00</u>	\$ <u>38590.00</u>
47	627	Flexible Delineator (Yellow Post, Yellow Base)	25	EA	\$ <u>85.00</u>	\$ <u>2125.00</u>
48	630	Traffic Control Plan		Lump Sum	---	\$ <u>1500.00</u>
49	630	Traffic Control (Complete in Place)		Lump Sum	---	\$ <u>70000.00</u>
50	630	Flagging	4,500	HR	\$ <u>37.00</u>	\$ <u>166,500.00</u>
51	SC 3.3.18	Quality Control Testing		Lump Sum	---	\$ <u>30000.00</u>
MCR		Minor Contract Revisions		---	---	\$ <u>80,000.00</u>
<b>Bid Amount:</b>						\$ <u>2,043,367.69</u>

**Bid Amount:**  
Two million fortythree thousand three hundred sixty seven + <sup>69</sup>/<sub>100</sub> dollars

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated April 30, 2024 for construction of 4th & 5th Streets Improvements - Pilot Phase - IFB-5434-24-DD (the Project) for the City and

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

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



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

Dated this 30th day of April, 2024.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road  
Grand Junction, CO 81505

Signed: By: *Andy Cavanaga* (seal)

Title: *Vice President*

Surety: Western Surety Company

Address: 151 N. Franklin Street  
Chicago, IL 60606

Signed: By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact



**INSTRUCTIONS FOR COMPLETING BID BOND**

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

**- In Unlimited Amounts -**

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

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

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



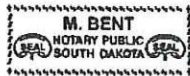
WESTERN SURETY COMPANY

*Larry Kasten*  
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

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

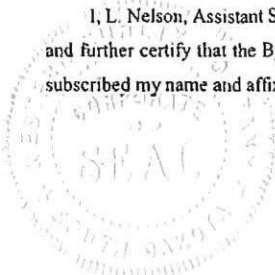
My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of April, 2024



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-4-2023

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Laws and Resolutions**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

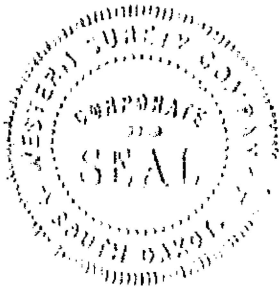
This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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

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

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

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



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
M.A. Concrete Construction, Inc. \_\_\_\_\_, a \_\_\_\_\_ Corporation  
organized under the laws of the State of \_\_\_\_\_ CO \_\_\_\_\_, hereinafter  
referred to as the "Contractor" and \_\_\_\_\_ Western Surety Company  
\_\_\_\_\_, a corporation organized under the laws of the State of \_\_\_\_\_ SD \_\_\_\_\_  
\_\_\_\_\_, and authorized and licensed to transact business in the State of  
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City  
of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of  
Nine Hundred Twenty Five Thousand Four Hundred Thirty Four Dollars and 26/100  
\_\_\_\_\_ dollars (\$ 925,434.26 \_\_\_\_\_), lawful money of the United  
States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally by these presents.

WHEREAS, the above Contractor has on the 10th day of June,  
2024, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of 4th & 5th Streets Improvements - Pilot Phase  
\_\_\_\_\_ (the "Project") and Contract No. IFB-5434-24-DD, if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 18th day of June, 2024.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Andy Georanga*

Title: *Vice President*

ATTEST: *Donna Georanga*  
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned M.A. Concrete Construction, Inc., a CO Corporation organized under the laws of the State of CO, hereinafter referred to as the "Contractor" and Western Surety Company, a corporation organized under the laws of the State of SD, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City," in the penal sum of Nine Hundred Twenty Five Thousand Four Hundred Thirty Four Dollars and 26/100 dollars (\$925,434.26), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 10th day of June, 2024, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of 4th & 5th Streets Improvements - Pilot Phase (the "Project") and Contract No. IFB-5434-24-DD, if appropriate, in accordance with the Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the "Contract".

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 18th day of June, 2024.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: *Donna Agarraga*

Title: *President*

ATTEST: *Donna Agarraga*  
Secretary

SURETY: Western Surety Company

By: *Tina Marie Post*

Title: Tina Marie Post Attorney-in-Fact

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

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Jody L Anderson, Evan E Moody, Karen A Feggestad, Tina Marie Post, Bradley J Moody, Andrew J Waterbury, Elizabeth Ostblom, Regina R Hrovat, Individually**

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

### - In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 14th day of May, 2024.



WESTERN SURETY COMPANY

*Larry Kasten*

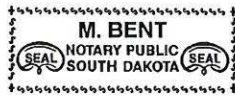
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 14th day of May, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of June, 2024.



WESTERN SURETY COMPANY

*Paula Kolsrud*

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

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

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

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

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

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

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2024

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

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

<b>PRODUCER</b> Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506		<b>CONTACT NAME:</b> Moody-Valley Insurance Agency <b>PHONE (A/C, No, Ext):</b> (970) 248-8300 <b>FAX (A/C, No):</b> (970) 242-1894 <b>E-MAIL ADDRESS:</b> certrequestj@moodyins.com	
<b>INSURED</b> M. A. Concrete Construction, Inc. P. O. Box 1968 Grand Junction CO 81502		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> BITCO National Insurance Company	<b>NAIC #</b> 20109
		<b>INSURER B:</b> BITCO General Insurance Corporation	20095
		<b>INSURER C:</b> Pinnacle Assurance	41190
		<b>INSURER D:</b> Continental Insurance Company	35289
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 23/24 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3737370	12/01/2023	12/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3737371	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP3737372	12/01/2023	12/01/2024	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4195192	09/01/2023	09/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			6045636010 - Sits over UMB	12/01/2023	12/01/2024	Each Occurrence 3,000,000 Aggregate 3,000,000

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

Bond: IFB-5434-24-DD 4th &amp; 5th Streets Improvements - Pilot Phase

**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 <i>Moody-Valley Insurance Agency</i>
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AGENCY CUSTOMER ID: 00022370

LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

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

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

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

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

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

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

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

**Worker's Compensation:**  
 359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

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