



**Ship To**  
City of Grand Junction  
Pipe Maintenance  
333 West Ave Building E  
Grand Junction, CO 81501

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

**Purchase Order**  
**No. 2024-00000394**

**DATE 07/19/2024**

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

**Fax**

**Vendor**  
**VENDOR NO. 8173**  
K & D Construction, Inc.  
ACH  
648 North Terrace Drive  
Grand Junction, CO 81507  
Phone: (970) 433-7533

**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-5457-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - HALLENBECK #2 REHAB PROJECT 301-610-010.8410 - Water Supply 310,401.98 F1807	310,401.9800	\$310,401.98
1.0000	Each	CONTRACT SERVICES - Retainage 301-610-010.8410 - Water Supply 17,126.42 F1807	17,126.4200	\$17,126.42
1.0000	Each	CONTRACT SERVICES - Minor Contract Revisions 301-610-010.8410 - Water Supply 15,000.00 F1807	15,000.0000	\$15,000.00
PURCHASE ORDER TOTAL				\$342,528.40

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

By: Dolly f. Daniels



## **“FULL” NOTICE TO PROCEED**

Date: August 29, 2024

Contractor: K & D Construction, Inc.

Project: Hallenbeck Reservoir #2 (Raber Click) Rehabilitation IFB-5457-24-DD

In accordance with the Contract dated July 19, 2024, the Contractor is hereby notified to begin work as authorized by the Forest Service Minerals Material Permit on or before August 19, 2024.

The Full Use Permit has been issued by the Forest Service and received by the City of Grand Junction thus authorizing all work to commence for this Project.

The date of final completion will be determined when the remaining Notice to Proceed is issued pending the remaining Forest Service approval.

### **CITY OF GRAND JUNCTION, COLORADO**

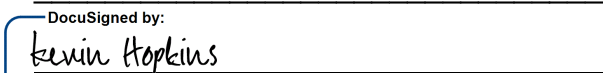
A handwritten signature in blue ink that reads "Dolly Daniels".

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Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: K & D Construction, Inc.

By: A blue DocuSign signature box containing the handwritten name "Kevin Hopkins".

Print Name: Kevin Hopkins

Title: President

Date: 8/29/2024





## **“PARTIAL” NOTICE TO PROCEED**

Date: August 14, 2024

Contractor: K & D Construction, Inc.

Project: Hallenbeck Reservoir #2 (Raber Click) Rehabilitation IFB-5457-24-DD

In accordance with the Contract dated July 19, 2024, the Contractor is hereby notified to begin work as authorized by the Forest Service Minerals Material Permit on or before August 19, 2024.

The date of final completion will be determined when the remaining Notice to Proceed is issued pending the remaining Forest Service approval.

### **CITY OF GRAND JUNCTION, COLORADO**

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

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Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: K & D Construction, Inc.

By: A blue circular DocuSign verification stamp is placed over the signature. It contains the text "DocuSigned by:" at the top, the signature "Kevin Hopkins" in the middle, and a long alphanumeric hash "F5EDB1D4831A45F..." at the bottom.

Print Name: Kevin Hopkins

Title: President

Date: 8/14/2024

CHANGE ORDER  
Number 1

Date: 11/7/2024  
To: K&D Construction, Inc.  
From: City of Grand Junction, Department of Public Works and Utilities  
Project: **Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation**  
P.O.: **2024-00000394**

It is agreed to modify the Contract for the Project as follows:  
Carson pit material was tested by RockSol and found to be unsuitable to use as embankment backfill. Import backfill from the United Pit in Delta has been tested by RockSol for suitability and will be used instead. Prices per email from K&D dated 9/23/2024.

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

Original Contract Amount	\$342,528.40
Approved Change Orders	0.00
This Change Order	10,670.40
Revised Contract Amount	\$353,198.80

Summary of Contract time adjustments:

Original Contract Time	56.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	56.	Cal. Days

Construction Start Date: August 29, 2024  
Contract Completion Date: October 23, 2024

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

Owner: **City of Grand Junction**  
Signed by: William Comer Date: 11/13/2024  
639055AD8427468  
William Comer, Project Engineer  
Approved by: Mark Ritterbush Date: 11/13/2024  
A379FC009FBB447  
Mark Ritterbush, Water Services Manager

Contractor: **K&D Construction, Inc.**  
Signature: Kevin Hopkins Date: 11/13/2024  
F5ED0A431A41E  
Name and Title: Kevin Hopkins President

**Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation -- City P.O. No. 2024-00000394**  
**Change Order No. 1**

November 7, 2024

Item No.	CDOT, City Ref.	Description	<u>Original Contract</u>				<u>Revised</u>				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	56	Cal. Days	---	---	56	Cal. Days	---	---	-
1	31 11 00	Clear & Grub Site (Strip and Stockpile Topsoil & Existing Riprap)	0.3	ACRE	\$ 56,062.50	\$ 16,818.75	0.3	ACRE	\$ 56,062.50	\$ 16,818.75	
2	02 41 19	Demolition of Existing Spillway Crest Structure	1.	LS	\$ 6,612.50	\$ 6,612.50	1	LS	\$ 6,612.50	\$ 6,612.50	
3	31 23 00	Re-grade Access Ramp Off Crest (Concrete Pour Access)	1.	LS	\$ 5,520.00	\$ 5,520.00	1	LS	\$ 5,520.00	\$ 5,520.00	
4	31 23 00	Embankment Fill - Class 1 (Screened on-site soil, 3" minus)(Complete in Place)	140.	CY	\$ 107.30	\$ 15,022.00	140	CY	\$ 107.30	\$ 15,022.00	
5	31 23 00	Spillway Cutoff Wall Excavation (Stockpile and Screen to be used as Class 1 Embankment Fill)	140.	CY	\$ 101.00	\$ 14,140.00	140	CY	\$ 101.00	\$ 14,140.00	
6	03 33 00	Reinforced Concrete Spillway Crest (Complete in Place)	30.	CY	\$ 1,696.25	\$ 50,887.50	30	CY	\$ 1,696.25	\$ 50,887.50	
7	32 36 00	Fine Bedding - ASTM C-33 Modified Sand (Complete in Place)	30.	CY	\$ 337.55	\$ 10,126.50	30	CY	\$ 337.55	\$ 10,126.50	
8	32 36 00	Coarse Bedding - CDOT Class C Filter Material (Complete in Place)	30.	CY	\$ 332.05	\$ 9,961.50	30	CY	\$ 332.05	\$ 9,961.50	
9	31 02 22	Crest Aggregate (Class 6) (Complete in Place)	45.	TON	\$ 298.10	\$ 13,414.50	45	TON	\$ 298.10	\$ 13,414.50	
10	32 36 00	Riprap (D50=9") (Complete in Place)	104.	CY	\$ 303.05	\$ 31,517.20	104	CY	\$ 303.05	\$ 31,517.20	
11	31 25 90	Stormwater Erosion Control (Revegetation and Erosion Control Measures)(Complete in Place)	1.	LS	\$ 20,331.25	\$ 20,331.25	1	LS	\$ 20,331.25	\$ 20,331.25	
12	03 33 00	South Spillway Reinforced Concrete (Complete in Place)	1.	LS	\$ 4,352.50	\$ 4,352.50	1	LS	\$ 4,352.50	\$ 4,352.50	

**Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation -- City P.O. No. 2024-00000394**  
**Change Order No. 1**

November 7, 2024

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	56	Cal. Days	---	---	56	Cal. Days	---	---	-
13	626	Mobilization	1.	LS	\$ 42,872.00	\$ 42,872.00	1	LS	\$ 42,872.00	\$ 42,872.00	
14	01 71 23	Survey and Construction Stakout (Includes as-built survey of new spillways and cutoff wall)	1.	LS	\$ 17,365.00	\$ 17,365.00	1	LS	\$ 17,365.00	\$ 17,365.00	
15	620	Portable Sanitary Facility	56.	Day	\$ 10.70	\$ 599.20	56	Day	\$ 10.70	\$ 599.20	
16	01 71 23	Quality Control Materials Testing	1.	LS	\$ 5,750.00	\$ 5,750.00	1	LS	\$ 5,750.00	\$ 5,750.00	
17	03 33 00	Cold Weather Protection of Concrete	1.	LS	\$ 3,105.00	\$ 3,105.00	1	LS	\$ 3,105.00	\$ 3,105.00	
18	31 23 00	Embankment Fill - Class 2 (Excavate and screen import soil / off-site borrow, 3" minus) (Complete in Place)	100.	CY	\$ 198.95	\$ 19,895.00	100	CY	\$ 198.95	\$ 19,895.00	
19	31 23 19	Dewatering	1.	LS	\$ 27,520.00	\$ 27,520.00	1	LS	\$ 27,520.00	\$ 27,520.00	
20	31 23 00	Embankment Fill - Service Road Stabilization (Class 1 or 2) (Complete in Place)	30.	CY	\$ 390.60	\$ 11,718.00	30	CY	\$ 390.60	\$ 11,718.00	
21	31 23 00	Embankment Fill (Import soil from United Pit in Delta) (Complete in Place)					156	CY	\$ 68.40	\$ 10,670.40	\$ 10,670.40
MCR		Minor Contract Revisions	---	---	\$ 15,000.00	\$ 15,000.00	---	---	\$ 15,000.00	\$ 15,000.00	\$ 0.00
SUBTOTAL:						\$ 342,528.40			\$ 353,198.80	\$ 10,670.40	
TOTALS:						\$ 342,528.40			\$ 353,198.80	\$ 10,670.40	



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## Hallenbeck Import Embankment Fill

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From Kevin Hopkins <kevin@kdconstructioninc.com>

Date Mon 9/23/2024 1:07 PM

To William Comerer <williamc@gjcity.org>

Cc Kelly <kelly@kdconstructioninc.com>

 **EXTERNAL SENDER** 

**Only open links and attachments from known senders. DO NOT provide sensitive information.**

Will,

Hello! I talked to Kevin this weekend regarding processing and hauling the material from Delta and the import embankment fill from the United Pit in Delta has been tested. The pricing below includes only the material cost and trucking costs to get it to the jobsite. K&D believes we have enough labor hours in the original bid item to process the material once on site.


Embankment Fill – 240 CY – 427 Tons  
\$68.40/CY – Material & Trucking Cost to Jobsite

Should you have any questions no need additional information, please let me know. Thanks

*Respectfully,*

*K & D Construction, Inc.*

*D'Ann Hopkins  
Secretary/Treasurer  
(970) 433-7533 Office  
(970) 986-1779 Cell*


 12076 Grant St. Thornton, CO 80241	<b>Standard Sieve Analysis Form</b>					RS Sample No. 2.000	
	Project Name City of GJ Hallenbeck Reservoir #2			Project No. 803.11		Sample Date 9/4/2024	
	Location / Bore Hole Delta Sand & Gravel Pit Stockpile					Test Depth 0	
	Sample Description Lean Clay (Import Class 2 Material)					Test Date 9/6/2024	

Sieve Analysis ASTM C136 / AASHTO T27 #200 Wash ASTM D1140			Dry Sample Wt. 656.8		
Sieve	Individual Weight	Accumulative Weight	% Retained	% Passing	Gradation Specs
3" 75.0 mm					
2-1/2" 63.0 mm					
2" 50.0 mm					
1-1/2" 37.5 mm					
1" 25.0 mm					
3/4" 19.0 mm					
1/2" 12.5 mm		0	0	100	
3/8" 9.5 mm		0	0	100	
#4 4.75 mm		17.7	2.7	97	
#8 2.36 mm		X	X	X	
#10 2.00 mm		33.7	5.1	95	
#16 1.18 mm		X	X	X	
#30 600 µm		46.9	7.1	93	
#40 425 µm		49.8	7.6	93	
#50 300 µm		52.8	8	92	
#100 150 µm		65.1	9.9	90	
#200 75 µm		91.6	13.9	86.1	
Pan		103.2			
Total Sieve Wt. (TSW)	103.2	Tare Name	Tare Wt.	Dry Wt. + Tare	
Dry Wt. After Wash	103.3	L1	209	Before Wash	After Wash
% Difference [(Dry-TSW)/Dry]*100	0.1			865.8	312.3

Moisture Correction ASTM D2216	
Tare Name	L30
Wet Wt. + Tare A	1070.4
Dry Wt. + Tare B	978.5
Tare C	205.6
Loss L=A-B	91.9
Dry Soil S=B-C	772.9
Moisture Content (%) MC=(L/S)*100	11.9
Wash Sample Correction	
Tare Name	L1
Wet Wt. + Tare X	944
Tare Y	209
Wet Soil Wt. Z=X-Y	735
Dry Sample Wt. Z/[(1+(MC/100))]	656.8

Setup By  
LB

Setup By	LB
Washed By	LB
Tested By	LB

 12076 Grant St. Thornton, CO 80241	<b>Atterberg Limits Form</b>		RS Sample No. 2.000
	Project Name Hallenbeck Reservoir #2		Project No. 803.19
	Location / Bore Hole Delta Sand & Gravel Pit Stockpile		Sample Date 9/4/2024
	Sample Description Lean Clay (Import Class 2 Material)		Test Depth 0.00
Bowl Name:			Test Date 9/6/2024

Standard Procedure tested:      ASTM (Two-Point Method) ☒      AASHTO:    Single Point ☐      Three-Point Method ☐

Atterberg Limits ASTM D4318 - AASHTO T89/T90					
Plastic Limit	Trial #1	Trial #2	Liquid Limit	Trial #1	Trial #2
Can ID	BL		Can ID	BK	
Wet Soil + CanA	30.33		Blows	24	
Dry Soil + CanB	28.72		Wet Soil + CanA	31.28	
Can Wt.C	19.94		Dry Soil + CanB	28.4	
Weight H <sub>2</sub> O D=A-B	1.61		Can Wt.C	19.9	
Wt. Dry Soil E=B-C	8.78		Weight H <sub>2</sub> O D=A-B	2.88	
% Moisture F=(D/E)*100	18.3		Wt. Dry Soil E=B-C	8.5	
Deviation (Difference of Trial 1 & 2)			% Moisture F=(D/E)*100	33.9	
Spec Deviation	1.0		Liquid Limit LL=k*F	33.7	
Plastic Limit	18.0		Deviation (Difference of Trial 1 & 2)		
			Spec Deviation	1.0	
Plastic Index PI=LL-PL	15		Liquid Limit	33	

ASTM K Factors	
Blows	(k) Factor
20	0.973
21	0.979
22	0.985
23	0.990
24	0.995
25	1.000
26	1.005
27	1.009
28	1.014
29	1.018
30	1.022

AASHTO K Factors	
Blows	(k) Factor
22	0.985
23	0.990
24	0.995
25	1.000
26	1.005
27	1.009
28	1.014

Setup By: LB	Tested By: LB
Hydrated at	

Classification of Soils and Soil-Aggregate Mixtures												
General Classification	Granular Materials (35% or Less Passing No. 200)							Silt-Clay Materials (More Than 35% Passing No. 200)				
Group Classification	A-1		A-3	A-2				A-4	A-5	A-6	A-7	
	A-1-a	A-1-b		A-2-4	A-2-5	A-2-6	A-2-7				A-7-5	A-7-6
Sieve Analysis % Passing:												
No. 10	50 Max.	--	--	--	--	--	--	--	--	--	--	--
No. 40	30 Max.	50 Max.	51 Min.	--	--	--	--	--	--	--	--	--
No. 200	15 Max.	25 Max.	10 Max.	35 Max.	35 Max.	35 Max.	35 Max.	36 Min.	36 Min.	36 Min.	36 Min.	36 Min.
Characteristics of Fraction Passing No. 40:												
Liquid Limit	--		--	40 Max.	41 Min.	40 Max.	41 Min.	40 Max.	41 Min.	40 Max.	41 Min.	
Plasticity Index	6 Max.		N.P.	10 Max.	10 Max.	11 Min.	11 Min.	10 Max.	10 Max.	11 Min.	11 Min.*	
Usual Types of Constituent Materials	Stone Fragments, Gravel & Sand		Fine Sand	Silty or Clayey Gravel & Sand				Silty Soils			Clayey Soils	
General Rating as Subgrade	Excellent to Good							Fair to Poor				

\*Plasticity Index of A-7-5 subgroup is equal to or less than LL minus 30. Plasticity Index of A-7-6 subgroup is greater than LL minus 30.

# Moisture Density Curve



24.09.10\_803.19 GJ Hallenbeck

Class 2 Fill (Delta Sand And Gravel Stockpile)Curve #1

Optimum Moisture = 19.8

Maximum Dry Density = 104.0

Compaction = T99



Soils Curve Program Version 2.2

24.09.10 803.19 GJ Hallenbeck

Class 2 Fill (Delta Sand And Gravel Stockpile)Curve #1

Percent #10	82.0	Liquid Limit	33
Percent #40	80.0	Plastic Index	15
Percent #200	69.90	Bulk Sp. Gr.	2.605
Compaction	T99	Absorption	1.0

% ROCK	SOIL CLASS
-----	-----
0	A-6 (9)
5	A-6 (8)
10	A-6 (7)
15	A-6 (6)
20	A-6 (5)
25	A-6 (5)
30	A-6 (4)
35	A-6 (3)
40	A-6 (2)
45	A-6 (2)
49.9	Compaction does not change
50	A-2-6 (1)
55	A-2-6 (0)
60	A-2-6 (0)

% ROCK	% H2O	DRY DENSITY	% ROCK	% H2O	DRY DENSITY	% ROCK	% H2O	DRY DENSITY
-----	-----	-----	-----	-----	-----	-----	-----	-----
1	19.6	104.4	21	15.8	112.9	41	12.1	121.3
2	19.4	104.8	22	15.7	113.3	42	11.9	121.7
3	19.2	105.2	23	15.5	113.7	43	11.7	122.2
4	19.0	105.7	24	15.3	114.1	44	11.5	122.6
5	18.8	106.1	25	15.1	114.5	45	11.3	123.0
6	18.7	106.5	26	14.9	115.0	46	11.1	123.4
7	18.5	106.9	27	14.7	115.4	47	11.0	123.9
8	18.3	107.3	28	14.5	115.8	48	10.8	124.3
9	18.1	107.8	29	14.3	116.2	49	10.6	124.7
10	17.9	108.2	30	14.1	116.7	50	10.4	125.1
11	17.7	108.6	31	14.0	117.1	51	10.2	125.6
12	17.5	109.0	32	13.8	117.5	52	10.0	126.0
13	17.3	109.5	33	13.6	117.9	53	9.8	126.4
14	17.2	109.9	34	13.4	118.4	54	9.6	126.8
15	17.0	110.3	35	13.2	118.8	55	9.5	127.2
16	16.8	110.7	36	13.0	119.2	56	9.3	127.7
17	16.6	111.2	37	12.8	119.6	57	9.1	128.1
18	16.4	111.6	38	12.6	120.0	58	8.9	128.5
19	16.2	112.0	39	12.5	120.5	59	8.7	128.9
20	16.0	112.4	40	12.3	120.9	60	8.5	129.4



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **19th day of July, 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 **K&D 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 **Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation IFB-5457-24-DD.**

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

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

**ARTICLE 1**

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project; **Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation IFB-5457-24-DD**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

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

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Three Hundred, Forty-Two Thousand, Five Hundred, Twenty-Eight and 40/100 Dollars (\$342,528.40)**. 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. 7/19/2024  
Duane Hoff, Jr. Contracts Administrator Date

**K&D Construction, Inc.**

DocuSigned by:  
By: Kevin Hopkins 7/19/2024  
Kevin Hopkins, President Date



Purchasing Division

## Invitation for Bid

IFB-5457-24-DD

Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation

### **Responses Due:**

July 2, 2024, prior to 2:00PM

**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**

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Section 3      Statement of Work

Section 4      Contractor's Bid Form

Appendix (Click on Links in Section 3.5)

Attachment A: SEO Approved Drawings

Attachment B: SEO Approved Specifications

Attachment C: Rule 8, SEO Rules and Regulations for Dam Safety  
and Dam Construction

Attachment D: Pre-Bid Meeting Map and Driving Directions



# **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 they have 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. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required to rehabilitate Hallenbeck Reservoir #2 (Raber-Click). All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**IFB Questions:**

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 non-mandatory pre-bid meeting on June 24, 2024 at 10:00AM.** Meeting location is at the Hallenbeck Reservoir #2 (Raber-Click), Lat/Long (39.012968,-108.136315). (See Attached Map/Directions) The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5. 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.



- 1.6. **Procurement Process:** The most current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.
- 1.7. **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 <http://www.gjcity.org/business-and-economic-development/bids/> for details. (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**)

**Bid Opening Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation  
Jul 2, 2024, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/145654901>

You can also dial in using your phone.

Access Code: 145-654-901

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

Join from a video-conferencing room or system.

Meeting ID: 145-654-901

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

Or dial directly: 145654901@67.217.95.2 or 67.217.95.2##145654901

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

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

- 1.8. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.9. **Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and 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.

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.11. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.12. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.14. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
  - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

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

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

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

- 1.15. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.16. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.17. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs should not include taxes.
- 1.18. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions, Section XVI



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

- 1.19. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
- 1.20. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder’s risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Bidder has not taken 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.
- 1.21. Collusion Clause:** Each Bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Bidders. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.22. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Bid:

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.

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

## **2. 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 Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.4. The Owner:** The Owner is the City 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:

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

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

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

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

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

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional Services performed as a result of responding to this Solicitation.



With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

**2.16.1 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include 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 **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor 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 completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of the 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, he 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 Offerors:** The Owner reserves the right to:

- Reject any and all Bids,
- Waive any and all informalities,
- Take into account any prompt payment discounts offered by Bidder,
- Negotiate final terms with the Successful Bidder,
- Take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- Disregard any and all nonconforming, nonresponsive or conditional Bids.

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

The Owner may consider the qualifications and experience of 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 Offeror who does not pass any evaluation to the Owner's satisfaction.

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



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

- 2.50. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful 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. 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 companies for all labor, equipment, and materials required to rehabilitate Hallenbeck Reservoir #2 (Raber-Click).

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:** Hallenbeck Reservoir #2, also referred to as Raber-Click Reservoir, is an earthen dam with masonry spillways located in the Grand Mesa National Forest. The reservoir was completed in 1943 and has a normal storage capacity of 464 acre-feet. Raber-Click is a high hazard, jurisdictional dam that is subject to the State Engineer's Office (SEO) Rules and Regulations for Dam Safety and Construction. The reservoir undergoes State inspections annually, and recent inspections have concluded that the reservoir structures have deteriorated to a condition of acceptable to poor. The City has plans to rehabilitate Raber-Click Reservoir in 2024 by replacing the main spillway cement structure and armoring, and to make minor improvements to the south spillway.

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

- 3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are encouraged to attend non-mandatory pre-bid meeting on June 24, 2024 at 10:00AM. Meeting location is at the Hallenbeck Reservoir #2 (Raber-Click), Lat/Long (39.012968,-108.136315). (See Attached Map/Directions) The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

- 3.3.2 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](#).

**Pre-Qualification:** Contractors must either be pre-qualified in category *3F. Dams & Reservoirs* or submit the above noted Pre-Qualification Application. This requirement is to comply with State safety rules and regulations.

### 3.3.3 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

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

**3.3.4 Project Manager:** The Project Manager for the Project is William Comerer, Project Engineer, who can be reached at (970) 244-1417 or [williamc@gjcity.org](mailto:williamc@gjcity.org). During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Public Works and Planning  
Attn: William Comerer, Project Manager  
244 North 7th Street  
Grand Junction, CO 81501

**3.3.5 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)

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

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

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

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

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

**3.3.9 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (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.

**3.3.10 Time of Completion:** The scheduled time of Completion for the Project is 56 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

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

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

USDA Forest Service Special Use Permit  
USACE Nationwide Permit 3 Maintenance

The Contractor shall strictly adhere to the stipulations imposed by these permits.

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

CDPHE Construction Dewatering and Discharge Permit



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

- None

**3.3.15 Project Newsletters:**

- None

**3.3.16 Project Sign:** Project signs, if any, will be furnished and installed by the City.

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

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

**3.3.19 Traffic Control:** Traffic control, if required, is the responsibility of the Contractor.

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

**3.3.21 Quality Control Testing:** The Contractor is required to retain a consultant to perform quality control materials testing to determine the conformance of the work with the specifications.

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

- Project Schedule
- Concrete Mix Design (03 33 00)
- Certified Compliance Statement for Aggregates (31 02 22)
- Dewatering and Water Diversion Plans (31 23 19)
- Seed Mix (31 25 90)
- Certified Compliance Statement for Bedding (32 36 00)
- All other materials to be incorporated into the completed project.

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

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

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

**3.3.26 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.

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

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

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

- None

**3.3.30 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new 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.

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

**3.3.32 Weekly Progress Meetings:** The Contractor and Engineer shall schedule and hold Weekly progress meetings. The purpose of the meetings will be to review the progress of the work, maintain coordination efforts, discuss the schedule, and resolve issues that may develop.

**3.4. SCOPE OF WORK:** The rehabilitation of Hallenbeck Reservoir #2 (Raber-Click) involves work at the main spillway and south spillway. The main spillway concrete cutoff wall and riprap will be replaced. The south spillway rehabilitation includes the construction of a 3" concrete cap to the spillway and additional riprap. Raber-Click is a jurisdictional dam and is subject to the State Engineer's Office (SEO) Rules and Regulations for Dam Safety and Dam Construction; Rule 8 most directly applies to construction. For a complete scope of work please refer to the standard contract documents and the IFB attachments outlined in 3.5.



**3.5. Attachments:**

- [Attachment A Hallenbeck SEO Approved Drawings](#)
- [Attachment B Hallenbeck SEO Approved Specifications](#)
- [Attachment C Rule 8 SEO Rules and Regulations for Dam Safety and Dam Construction](#)
- [Attachment D Pre-Bid Meeting Map and Driving Directions](#)

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

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

**3.7. IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available	May 30, 2024
Non-Mandatory Pre-Bid Meeting	June 24, 2024, 10:00AM
Inquiry deadline, no questions after this date	June 26, 2024, 5:00PM
Addendum Posted	June 28, 2024
Submittal deadline for proposals	July 2, 2024, 2:00PM
City Council Approval	July 17, 2024
Notice of Award & Contract execution	July 19, 2024
Bonding & Insurance Cert due	July 31, 2024
Preconstruction meeting	TBD
Work begins no later than	Receipt of Notice to Proceed
Final Completion	56 Calendar Days from Notice to Proceed. Notice of Final Completion will be withheld pending SEO Acceptance after construction (at least 60 days)
Holidays:	
Juneteenth	June 19, 2024
Independence Day	July 4, 2024
Labor Day	September 2, 2024
Columbus Day	November 11, 2024
Thanksgiving	November 28-29, 2024

## **4. Contractor's Bid Form**

**Project: IFB-5457-24-DD "Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation"**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is the responsibility of the 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 his 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: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	31 11 00	Clear & Grub Site (Strip and Stockpile Topsoil & Existing Riprap)	0.3	ACRE	\$ _____	\$ _____
2	02 41 19	Demolition of Existing Spillway Crest Structure	Lump Sum		---	\$ _____
3	31 23 00	Re-grade Access Ramp Off Crest (Concrete Pour Access)	Lump Sum		---	\$ _____
4	31 23 00	Embankment Fill - Class 1 (Screened on-site soil, 3" minus)(Complete in Place)	140.	CY	\$ _____	\$ _____
5	31 23 00	Spillway Cutoff Wall Excavation (Stockpile and Screen to be used as Class 1 Embankment Fill)	140.	CY	\$ _____	\$ _____
6	03 33 00	Reinforced Concrete Spillway Crest (Complete in Place)	30.	CY	\$ _____	\$ _____
7	32 36 00	Fine Bedding - ASTM C-33 Modified Sand (Complete in Place)	30.	CY	\$ _____	\$ _____
8	32 36 00	Coarse Bedding - CDOT Class C Filter Material (Complete in Place)	30.	CY	\$ _____	\$ _____
9	31 02 22	Crest Aggregate (Class 6) (Complete in Place)	45.	TON	\$ _____	\$ _____
10	32 36 00	Riprap (D50=9") (Complete in Place)	104.	CY	\$ _____	\$ _____
11	31 25 90	Stormwater Erosion Control (Revegetation and Erosion Control Measures)(Complete in Place)	Lump Sum		---	\$ _____
12	03 33 00	South Spillway Reinforced Concrete (Complete in Place)	Lump Sum		---	\$ _____
13	626	Mobilization	Lump Sum		---	\$ _____
14	01 71 23	Survey and Construction Stakout (Includes as-built survey of new spillways and cutoff wall)	Lump Sum		---	\$ _____

Bid Schedule: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
15	620	Portable Sanitary Facility	56.	Day	\$ _____	\$ _____
16	01 71 23	Quality Control Materials Testing	Lump Sum		---	\$ _____
17	03 33 00	Cold Weather Protection of Concrete	Lump Sum		---	\$ _____
18	31 23 00	Embankment Fill - Class 2 (Excavate and screen import soil / off-site borrow, 3" minus) (Complete in Place)	100.	CY	\$ _____	\$ _____
19	31 23 19	Dewatering	Lump Sum		---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 15,000.00
Bid Amount:					\$ _____	
Bid Amount:						_____ dollars



**Purchasing Division**

**ADDENDUM NO. 1**

**DATE:** June 28, 2024  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation IFB-5457-24-DD

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

Please make note of the following clarifications:

1. **Question:** Will the City add a bid item for road stability to allow cement trucks to drive on the access road? Perhaps class 3-inch base or put run?  
**Answer:** Yes, Bid Item #20 has been added: Service Road Improvements (Class 1 or 2 Fill). See revised bid schedule that needs to be used when submitting bids.
2. **Question:** Would the City make improving the crest for vehicle access official by creating a line item since that is the preferred method?  
**Answer:** Additional crest improvements beyond what is indicated on the bid documents are at the Contractor's discretion and shall not result in a reduction of the crest elevation or width. Any additional crest improvements will be considered incidental to the work.
3. **Question:** What is the volume required for dewatering and where would the discharge be?  
**Answer:** A dewatering system with a minimum capacity of 100 gallons per minute is required by the City.
4. **Question:** One of the details shows a sliver fill on the dam?  
**Answer:** If needed, this is compacted fill to raise and widen the crest as indicated. This may require removal and reset of the existing riprap.
5. **Question:** Will the State hold the contractor to the 200 feet rule for excavating?  
**Answer:** Borrow materials will need to be sourced 200 feet or more from the toe of the dam.
6. **Question:** Does the demo-ed concrete need to be removed or can it be repurposed?  
**Answer:** All waste concrete needs to be legally disposed of.
7. **Question:** What happens if a significant structure, such as a concrete foundation, is discovered during demolition?  
**Answer:** If the structure is not presently discoverable, then it will be addressed with a change order in accordance with General Contract Conditions Section 69, Part II.
8. **Question:** Is the existing outlet and valve functional?  
**Answer:** Yes

**9. Question:** Would workers be allowed to camp onsite for the duration of the project?

**Answer:** Regular camping rules apply, which is a 14-day limit.

**10. Question:** Are temporary improvements to be removed after the project?

**Answer:** Temporary improvements to the crest do not have to be removed. Other temporary improvements or disturbance, such as an alternative access road and culvert, will need to be removed at the close of the project and restored. Any such temporary improvements and restoration will be considered incidental to the work.

**11. Question:** Will there be any imported riprap?

**Answer:** If the successful bidder proposes an alternative to the onsite rock, test results shall be furnished in accordance with specifications Section 323600.

**12. Question:** Is the elevation for the spillway crest on sheet 5.0 a typo?

**Answer:** Yes the correct elevation is 10,238.00 feet.

**13. Question:** Bid Item 16 – Quality Control Materials Testing – At the Prebid RockSol was introduced as the Materials Testing Firm. Is the price for Bid Item 16 the Geotechnical Testing of the imported and screened material to determine conformance to the specification? Can we hire RockSol to perform the Quality Control or do we need to hire a different firm?

**Answer:** The City and RockSol will provide both Quality Assurance (QA) and Quality Control (QC) services, except for QC services associated with the concrete. The successful bidder shall ensure the concrete supplier provides on-site QC services for the concrete or shall retain a consultant to do so.

**14. Question:** Specification Section 02 41 19 – At the Prebid it was stated that the demoed concrete from the existing spillway crest structure is to be disposed per 02 41 19 3.5 Disposal of Demolished Materials. Is there an as-built drawing of the existing spillway crest structure to assist us in determining the anticipated volume of concrete that is to be demoed & transported offsite?

**Answer:** The City does not have an as-built drawing for the existing spillway crest. Other than the survey data indicated on the drawings.

**15. Question:** Prebid – the service road to access the site will need some improvements for material deliveries (aggregate and concrete). Can a bid item be added for performing this work?

**Answer:** See response to Question #1.

**16. Question:** Invitation to Bid Section 2 General Contract Conditions 2.16 Insurance Requirements – Errors and Omissions Insurance Policy. Are there and design services anticipated to be performed by the Contractor? Typically, we do not provide this insurance when providing construction services only.

**Answer:** This requirement applies to any professional services the successful bidder may utilize, such as those provided by a Quality Control consultant or those required to comply with SEO Rule 8 (such as the Water Diversion Plan described in 8.1.1)

**17. Question:** Invitation to Bid Section 3 Statement of Work 3.3.31. Confirming that an ACI Concrete and Flatwork Finisher and Technician certified craftsman will be required for this project.

**Answer:** This is required.

**18. Question:** Specification Section 31 23 00 Excavation & Fill 3.7 A. states that “When permitted by the ENGINEER or the OWNER, the CONTRACTOR may dispose of all excess excavated material not required on site.” For bidding purposes, will we be permitted to dispose of all excess excavated material on site or should we plan on disposing off site?

**Answer:** Excess material, if any, may be incorporated into the site within the limits of disturbance indicated on the plans. The City will provide direction based on the quantity of material, if any.



**19. Question:** Specification Section 31 23 19 Dewatering. At the Prebid discussion, it was our understanding that the Reservoir is drained every year and that it is the expectation that the reservoir will be drained again this year. Can the expected timing the start of the lowering and the expected duration to achieve complete draining of the reservoir be provided? If the reservoir is drained, then it would seem that the dewatering system would be in place to protect the work area from Stormwater. Did we understand correctly?

**Answer:** The dewatering system will be in place to protect the work area from stormwater and groundwater, and to satisfy the requirements of SEO Rule 8.1.1. The reservoir will be drawn down and the outlet structure will also be open to drain. The reservoir will be drained by August 15th.

**20. Question:** With the project duration being 56 calendar days per Statement of Work 3.3.10 Time of Completion, what will be the review time for submittals by the project engineers and the state engineer's office? Also, CDPHE requires the Construction Dewatering Permit be submitted at least 30 days before the anticipated date of discharge per CDPHE General Permit COG080000 Part I A. 3. Application Requirements. Is there flexibility to extend the 56 day schedule to allow for submittals to be reviewed and approved and to also have the required permits in place?

**Answer:** Bidders are directed to review the City of Grand Junction General Contract Conditions for information as to how circumstances such as these will be addressed. The successful bidder shall submit required permit applications upon contract execution.

**21. Question:** Specification Section 31 23 00 Excavation & Fill. 2.1 C – Class 2 Import Fill. Is the source of the borrow material located above Carson Lake? See map **X**



**Answer:** Yes

**22. Question:** At the Prebid it was asked if Campers/Tents would be allowable. There was mention of a 2-week limit but that the project team was going to look into clarifying what would be allowable for this project. The crew size would range from 3 to 6.

**Answer:** Regular camping rules apply, which is a 14-day limit.

**NOTE IFB Section 3.3.2 Prequalification Requirement is amended to include the following: Having examined its purchasing policies and SEO requirements, the City is willing to consider granting project-specific prequalifications for bidders.**

**Attached Revised Bid Schedule to be submitted with bids**

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

## Revised Bid Schedule: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation Addendum #1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	31 11 00	Clear & Grub Site (Strip and Stockpile Topsoil & Existing Riprap)	0.3	ACRE	\$ _____	\$ _____
2	02 41 19	Demolition of Existing Spillway Crest Structure	Lump Sum		---	\$ _____
3	31 23 00	Re-grade Access Ramp Off Crest (Concrete Pour Access)	Lump Sum		---	\$ _____
4	31 23 00	Embankment Fill - Class 1 (Screened on-site soil, 3" minus)(Complete in Place)	140.	CY	\$ _____	\$ _____
5	31 23 00	Spillway Cutoff Wall Excavation (Stockpile and Screen to be used as Class 1 Embankment Fill)	140.	CY	\$ _____	\$ _____
6	03 33 00	Reinforced Concrete Spillway Crest (Complete in Place)	30.	CY	\$ _____	\$ _____
7	32 36 00	Fine Bedding - ASTM C-33 Modified Sand (Complete in Place)	30.	CY	\$ _____	\$ _____
8	32 36 00	Coarse Bedding - CDOT Class C Filter Material (Complete in Place)	30.	CY	\$ _____	\$ _____
9	31 02 22	Crest Aggregate (Class 6) (Complete in Place)	45.	TON	\$ _____	\$ _____
10	32 36 00	Riprap (D50=9") (Complete in Place)	104.	CY	\$ _____	\$ _____
11	31 25 90	Stormwater Erosion Control (Revegetation and Erosion Control Measures)(Complete in Place)	Lump Sum		---	\$ _____
12	03 33 00	South Spillway Reinforced Concrete (Complete in Place)	Lump Sum		---	\$ _____
13	626	Mobilization	Lump Sum		---	\$ _____
14	01 71 23	Survey and Construction Stakout (Includes as-built survey of new spillways and cutoff wall)	Lump Sum		---	\$ _____

Revised Bid Schedule: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
15	620	Portable Sanitary Facility	56.	Day	\$ _____	\$ _____
16	01 71 23	Quality Control Materials Testing	Lump Sum		---	\$ _____
17	03 33 00	Cold Weather Protection of Concrete	Lump Sum		---	\$ _____
18	31 23 00	Embankment Fill - Class 2 (Excavate and screen import soil / off-site borrow, 3" minus) (Complete in Place)	100.	CY	\$ _____	\$ _____
19	31 23 19	Dewatering	Lump Sum		---	\$ _____
20	31 23 00	Embankment Fill - Service Road Stabilization (Class 1 or 2) (Complete in Place)	30.	CY	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 15,000.00

Bid Amount: \$ \_\_\_\_\_

Bid Amount: \_\_\_\_\_ dollars



## **NOTICE OF AWARD**

Date: July 19, 2024

Company: K&D Construction, Inc.

Project: Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation IFB-5457-24-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 **\$342,528.40**.

Please notify William Comerer, Project Engineer at 970-244-1417 or [williamc@gjcity.org](mailto:williamc@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

Duane Hoff Jr., Contracts Administrator

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## **SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: K & D Construction, Inc.

By:

DocuSigned by:

*Kevin Hopkins*

F5EDB1D4831A45F...

Title: President

Date: 7/19/2024

#### 4. Contractor's Bid Form

Project: IFB-5457-24-DD "Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation"

Bid Date: 7/2/24  
 Bidding Company: K&D Construction, Inc.  
 Name of Authorized Agent: KEVIN HOPKINS, President  
 Email: KEVIN@KDCONSTRUCTIONINC.COM  
 Telephone: 970.433.7533 Address: 507 FULLYRILE COURT #A  
 City: Grand Junction State: CO Zip: 81504

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: #1

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

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

Company: K&D Construction, Inc.  
 Authorized Signature: [Signature]  
 Title: President







# Revised Bid Schedule: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation Addendum #1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	31 11 00	Clear & Grub Site (Strip and Stockpile Topsoil & Existing Riprap)	0.3	ACRE	\$ <u>56062.50</u>	\$ <u>16818.75</u>
2	02 41 19	Demolition of Existing Spillway Crest Structure	Lump Sum		---	\$ <u>6612.50</u>
3	31 23 00	Re-grade Access Ramp Off Crest (Concrete Pour Access)	Lump Sum		---	\$ <u>5520.00</u>
4	31 23 00	Embankment Fill - Class 1 (Screened on-site soil, 3" minus)(Complete in Place)	140.	CY	\$ <u>107.30</u>	\$ <u>15022.00</u>
5	31 23 00	Spillway Cutoff Wall Excavation (Stockpile and Screen to be used as Class 1 Embankment Fill)	140.	CY	\$ <u>101.00</u>	\$ <u>14140.00</u>
6	03 33 00	Reinforced Concrete Spillway Crest (Complete in Place)	30.	CY	\$ <u>1696.25</u>	\$ <u>50887.50</u>
7	32 36 00	Fine Bedding - ASTM C-33 Modified Sand (Complete in Place)	30.	CY	\$ <u>337.55</u>	\$ <u>10126.50</u>
8	32 36 00	Coarse Bedding - CDOT Class C Filter Material (Complete in Place)	30.	CY	\$ <u>332.05</u>	\$ <u>9961.50</u>
9	31 02 22	Crest Aggregate (Class 6) (Complete in Place)	45.	TON	\$ <u>298.10</u>	\$ <u>13414.50</u>
10	32 36 00	Riprap (D50=9") (Complete in Place)	104.	CY	\$ <u>303.05</u>	\$ <u>31517.20</u>
11	31 25 90	Stormwater Erosion Control (Revegetation and Erosion Control Measures)(Complete in Place)	Lump Sum		---	\$ <u>20331.25</u>
12	03 33 00	South Spillway Reinforced Concrete (Complete in Place)	Lump Sum		---	\$ <u>4352.50</u>
13	626	Mobilization	Lump Sum		---	\$ <u>42872.00</u>
14	01 71 23	Survey and Construction Stakout (Includes as-built survey of new spillways and cutoff wall)	Lump Sum		---	\$ <u>17365.00</u>

## Revised Bid Schedule: Hallenbeck Reservoir #2 (Raber Click) Spillway Rehabilitation

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
15	620	Portable Sanitary Facility	56.	Day	\$ <u>10.70</u>	\$ <u>599.20</u>
16	01 71 23	Quality Control Materials Testing	Lump Sum		---	\$ <u>5750.00</u>
17	03 33 00	Cold Weather Protection of Concrete	Lump Sum		---	\$ <u>3105.00</u>
18	31 23 00	Embankment Fill - Class 2 (Excavate and screen import soil / off-site borrow, 3" minus) (Complete in Place)	100.	CY	\$ <u>198.95</u>	\$ <u>19895.00</u>
19	31 23 19	Dewatering	Lump Sum		---	\$ <u>27520.00</u>
20	31 23 00	Embankment Fill - Service Road Stabilization (Class 1 or 2) (Complete in Place)	30.	CY	\$ <u>390.60</u>	\$ <u>11718.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>15,000.00</u>

**Bid Amount:**

\$ 342,528.40

**Bid Amount:**

*Three hundred forty two thousand five  
hundred twenty eight dollars & forty cents*

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, K&D Construction, Inc.

648 North Terrace Drive, Grand Junction, CO 81507 as Principal, and

Amerisure Mutual Insurance Company as Surety, are hereby

held and firmly bound unto City of Grand Junction as OWNER

in the penal sum of Five Percent (5%) of Total Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 2nd day of July, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to

City of Grand Junction a certain BID, attached hereto

and hereby made a part hereof to enter into a contract in writing, for the

Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

K&D Construction, Inc.

Principal

By:



Amerisure Mutual Insurance Company

Surety

By:

K'Anne E. Vogel



Attorney-in-Fact

**IMPORTANT** - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.





**AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

**TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,  
ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,  
ROBERT CHARLES TORREZ and TERRI L. REESE**

of HUB International Insurance Services, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of July, 2024.

Christopher M. Spaude, Chief Financial Officer & Treasurer





K&amp;DCONS-03

MHOFF

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2024

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> License # 0757776 HUB International Insurance Services (COL) 743 Horizon Ct., Suite 201 Grand Junction, CO 81506		<b>CONTACT</b> Ashley Anderson <b>PHONE</b> (A/C, No, Ext): (970) 254-3302 <b>FAX</b> (A/C, No): (866) 908-6374 <b>E-MAIL</b> ADDRESS: ashley.anderson@hubinternational.com		
<b>INSURED</b>  K&D Construction, Inc. 648 North Terrace Drive Grand Junction, CO 81507		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A : Employers Mutual Casualty Company		21415
		INSURER B : Pinnacol Assurance Company		41190
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	6X5509025	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	6X5509025	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input type="checkbox"/> CLAIMS-MADE			6X5509025	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	4243752	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation IFB-5457-24-DD  
City of Grand Junction is included as additional insured under General Liability.

## CERTIFICATE HOLDER

## CANCELLATION

City of Grand Junction  
250 N. 5th Street  
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

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

## GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

#### A. EXPECTED OR INTENDED INJURY

**Section I – Coverage A**, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

#### B. NON-OWNED WATERCRAFT

**Section I – Coverage A**, Exclusion g.(2) is amended as follows:

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

- (a) Less than 60 feet long; and
- (b) Not being used to carry person(s) or property for a charge;

#### C. EXTENDED PROPERTY DAMAGE COVERAGE

**Section I – Coverage A**, Exclusions j.(3) and (4) is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

#### D. PROPERTY DAMAGE – ELEVATORS

**Section I – Coverage A.2. Exclusions** paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions Paragraph 4. Other Insurance** is changed accordingly.



## **E. FIRE, LIGHTNING OR EXPLOSION DAMAGE**

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## **F. MEDICAL PAYMENTS**

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

## **G. SUPPLEMENTARY PAYMENTS**

**Supplementary Payments – Coverages A and B** Paragraphs 1.b. and 1.d. are replaced by the following:

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

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## **H. SUBSIDIARIES AS INSUREDS**

**Section II – Who Is An Insured** is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## **I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT**

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

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

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by any vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;
- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Subparagraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.  
This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.  
With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
  - (1) This insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

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

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.
- Their status as additional insured under this endorsement ends when:
- 1. The license granted to you by such person(s) or organization(s) expires; or
  - 2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:
- If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured, Paragraph 2.a. (1)** is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSUREDS - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured, Paragraph 2.a. (1)** (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured, Paragraph 3.a.** is replaced by the following:

**3.a.** Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance, Paragraph 6.** is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance, Paragraph 7.** is replaced by the following:

- 7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** Paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.
- f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
  - (1) You, if you are an individual or a limited liability company;
  - (2) A partner, if you are a partnership;
  - (3) A member or manager, if you are a limited liability company;
  - (4) An "executive officer" or insurance manager, if you are a corporation; or
  - (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION**

**Section IV – Commercial General Liability Conditions** Paragraph 4. **Other Insurance** is amended to add the following:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Commercial General Liability Conditions** Paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV – Commercial General Liability Condition** Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

**S. MENTAL ANGUISH**

**Section V – Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –  
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR  
AGREEMENT INCLUDING COMPLETED OPERATIONS – PRIMARY AND  
NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**A. Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

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

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

in the performance of:

- a. your ongoing operations for the additional insured; or
- b. "Your work" for the additional insured and included in the "products – completed operations hazard".

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports,

surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**D. The following is added to the Other Insurance Condition and supersedes any provision to the contrary:**

**Primary and Noncontributory Insurance**

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

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

**E. All other terms and conditions of this policy remain unchanged.**

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

**AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

**Section I – Covered Autos Paragraph C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

#### B. BLANKET ADDITIONAL INSURED

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

The most we will pay on behalf of the additional "insured" is the amount of insurance:

- (1) Required by the written contract or agreement described above, or

- (2) Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

#### C. EMPLOYEES AS INSURED

The following is added to the **Section II – Covered Autos Liability Coverage, Paragraph A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EMPLOYEE HIRED AUTOS

##### 1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

##### 2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For **Hired Auto Physical Damage Coverage** any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

#### **F. SUBSIDIARIES AS INSURED**

**Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured** is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

#### **G. SUPPLEMENTARY PAYMENTS**

**Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4)** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### **H. FELLOW EMPLOYEE COVERAGE**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

#### **I. TOWING AND LABOR**

**Section III – Physical Damage Coverage, A.2. Towing And Labor** is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

#### **J. LOCKSMITH SERVICES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

#### **K. TRANSPORTATION EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses** is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

#### **L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS**

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

#### **M. HIRED AUTO PHYSICAL DAMAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- (1) The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### **N. AUTO LOAN/LEASE GAP COVERAGE**

**Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions** is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
  - a. Overdue or any deferred lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

#### **O. PERSONAL PROPERTY OF OTHERS**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

#### **P. PERSONAL EFFECTS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

#### **Q. EXTRA EXPENSE FOR STOLEN AUTO**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

#### **R. RENTAL REIMBURSEMENT EXPENSES**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
  - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

#### **S. VEHICLE WRAPS COVERAGE**

**Section III – Physical Damage Coverage, A.4. Coverage Extensions** is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lesser of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

#### **T. AIRBAG COVERAGE**

**Section III – Physical Damage Coverage, B.3.a. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

#### **U. NEW VEHICLE REPLACEMENT COST**

The following is added to Paragraph C. **Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

#### **V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT**

**Section III – Physical Damage Coverage, D. Deductible** Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

#### **W. FULL GLASS COVERAGE**

**Section III – Physical Damage Coverage, D. Deductible** is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto(s)".

#### **X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**Section III – Physical Damage D. Deductible** is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

#### **Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

**Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

#### **Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY**

Subparagraph 5. of Paragraph A. **Loss Conditions of Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

**Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

**AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

**Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

This Coverage Form's **Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud** is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**AC. MENTAL ANGUISH**

**Section V – Definitions, C.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**AD. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

NCCI #: WC000313B  
Policy #: 4243752

K&D Construction, Inc.  
648 N Terrace Dr  
Grand Junction, CO 81507-9743

Hub International Insurance Service  
2000 S. Colorado Blvd.  
Tower 2, Suite 150  
Denver, CO 80222  
(888) 795-0300

**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

**SCHEDULE**

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

Effective Date: May 1, 2024      Expires on: May 1, 2025  
Pinnacol Assurance has issued this endorsement April 12, 2024

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
K&D Construction, Inc., a  
Corporation \_\_\_\_\_ organized under the laws of the State of  
Colorado, hereinafter referred to as the "Contractor" and  
Amerisure Mutual Insurance Company, a corporation  
organized under the laws of the State of Michigan, 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 Three Hundred Forty Two Thousand Five Hundred Twenty Eight  
and 40/100THS Dollars ( \$342,528.40 ),  
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 19<sup>th</sup> day of July,  
2024, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for that construction of  
Hallenbeck Reservoir #2 (Raber-Click) Rehabilitation (the "Project")  
and Contract No. IFB-5457-24-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,



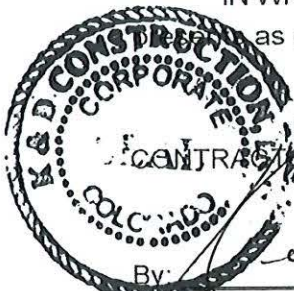
then this bond is void; otherwise, it shall remain in full force and effect.

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 twenty 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

as of this 19th day of July, 2024.



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

CONTRACTOR: K&D Construction, Inc.

Title: Kevin E. Hopkins, President

ATTEST: \_\_\_\_\_

D'Ann L. Hopkins, Secretary/Treasurer



SURETY: Amerisure Mutual Insurance Company

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

Title: Christina L. Townsend, Attorney-in-Fact

ATTEST: \_\_\_\_\_

K'Anne E. Vogel, Witness to Surety

(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.)



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 twenty 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 19<sup>th</sup> day of July, 2024.

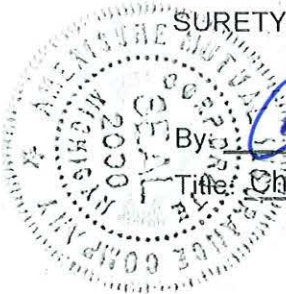


CONTRACTOR: K&D Construction, Inc.

By: [Signature]  
Title: Kevin E. Hopkins, President

ATTEST:

[Signature]  
D'Ann L. Hopkins, Secretary/Treasurer



SURETY: Amerisure Mutual Insurance Company

By: [Signature]  
Title: Christina L. Townsend, Attorney-in-Fact

ATTEST:

[Signature]  
K'Anne E. Lindsay, Witness to Surety

(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.)





AMERISURE MUTUAL INSURANCE COMPANY  
 AMERISURE INSURANCE COMPANY  
 AMERISURE PARTNERS INSURANCE COMPANY

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, ANDREW P. WALTERS, CHRISTINA L. TOWNSEND, K'ANNE E. VOGEL,

ASHLEY K. ANDERSON, NIKKI M. MOSBRUCKER, JENNIFER J. WALKER, NICOLE LEE McGUIRE,

ROBERT CHARLES TORREZ and TERRI L. REESE

of HUB International Insurance Services, Inc., its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito, Senior Vice President Surety

By:

Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of April, 2023.

Amerisure Mutual Insurance Company  
 Amerisure Insurance Company  
 Amerisure Partners Insurance Company

State of Illinois  
 County of Kane

On this 26th day of April, 2023, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of July, 2024.

Christopher M. Spaude  
 Christopher M. Spaude, Chief Financial Officer & Treasurer