



Purchase Order
No. 2024-00000480

DATE 09/20/2024

Ph. (970) 256-4048

Fax

Ship To
City of Grand Junction
Persigo Waste Water Plant
2145 River Rd.
GRAND JUNCTION, CO 81505

Bill To
City of Grand Junction
Persigo Waste Water Plant
2145 River Rd.
GRAND JUNCTION, CO 81505

Vendor
VENDOR NO. 3176
Sorter Construction Inc
ACH
2802 Highway 50
Grand Junction, CO 81503
Phone: (970) 242-1436

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-5487-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	PROFESSIONAL SERVICES - ARCHITECTS, ENGINEERS, CONSULTANTS - Parse 26-12th and Wellington Sewer 902-615-090.8425 - Sewer Collection 263,625.70 F0016-F001643	263,625.7000	\$263,625.70
PURCHASE ORDER TOTAL				\$263,625.70

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

By: Dolly f. Daniels

CHANGE ORDER
Number 1

Date: October 22, 2024
To: Sorter Construction, Inc.
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Sewer Replacement - 12th Street & Wellington Avenue**
P.O.: **2024-00000480**

It is agreed to modify the Contract for the Project as follows:
Additional work for Ridges Lift Station Bypass for Repair including: open trenching across multiple driveways, traffic rated steel plates, excavating manhole for discharge piping, asphalt replacement, concrete replacement.)

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

Original Contract Amount	\$263,625.70
Approved Change Orders	0.00
This Change Order	39,725.00
Revised Contract Amount	\$303,350.70

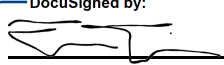
Summary of Contract time adjustments:

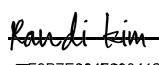
Original Contract Time	90.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	90.	Cal. Days

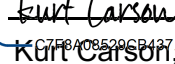
Construction Start Date: October 10, 2024
Contract Completion Date: January 7, 2025

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**

Approved By:  Date: 10/22/2024
Signed by: Toby Thieman, Project Engineer

Approved By:  Date: 10/22/2024
Signed by: Randi Kim, Utilities Director

Approved By:  Date: 10/22/2024
Signed by: Kurt Carson, Wastewater Services Manager

Contractor: **Sorter Construction, Inc.**

Signature:  Date: 10/22/2024
Name and Title: Tyler Ogilvie Vice President

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	90	Cal. Days	---	---	90	Cal. Days	---	---	-
1	102.14	Concrete Encasement	20.		\$ 75.00	\$ 1,500.00	20		\$ 75.00	\$ 1,500.00	
2	108.2	Gravity Sewer Pipe Ø4" PVC, SDR-35, includes haunching & bedding material and native material for backfill	10.		\$ 55.00	\$ 550.00	10		\$ 55.00	\$ 550.00	
3	108.2	Gravity Sewer Pipe Ø8" PVC, SDR-35, includes haunching & bedding material and native material for backfill	680.		\$ 53.00	\$ 36,040.00	680		\$ 53.00	\$ 36,040.00	
4	108.3	Sewer Service Tap 8" x 4" Full body WYE	2.		\$ 290.00	\$ 580.00	2		\$ 290.00	\$ 580.00	
5	108.5	Sanitary Sewer Bacsic Manhole Ø48" I.D.	5.		\$ 5,499.00	\$ 27,495.00	5		\$ 5,499.00	\$ 27,495.00	
6	108.5	Manhole Barrel Section	30.		\$ 188.00	\$ 5,640.00	30		\$ 188.00	\$ 5,640.00	
7	201	Clearing & Grubbing	1.		\$ 1,500.00	\$ 1,500.00	1		\$ 1,500.00	\$ 1,500.00	
8	202	Removal of Concrete	32.		\$ 25.00	\$ 800.00	32		\$ 25.00	\$ 800.00	
9	202	Removal of asphalt (Full Depth)	1,812.		\$ 4.50	\$ 8,154.00	1812		\$ 4.50	\$ 8,154.00	
10	202	Removal of Saphalt Mat, Planing, 2" Thick for T-top sections	906.		\$ 4.50	\$ 4,077.00	906		\$ 4.50	\$ 4,077.00	
11	202	Removal of existing Pipe	680.		\$ 2.00	\$ 1,360.00	680		\$ 2.00	\$ 1,360.00	
12	202	Removal of manhole	5.		\$ 1,500.00	\$ 7,500.00	5		\$ 1,500.00	\$ 7,500.00	
13	208	Erosion and Sediment Control	1.		\$ 1,500.00	\$ 1,500.00	1		\$ 1,500.00	\$ 1,500.00	
14	210	Reset Landscape Ground Cover	1,205.		\$ 1.50	\$ 1,807.50	1205		\$ 1.50	\$ 1,807.50	
15	210	Reset Rock Landscaping	140.		\$ 2.50	\$ 350.00	140		\$ 2.50	\$ 350.00	
16	212	Seeding (20 lbs/AC)	0.03		\$ 8,500.00	\$ 255.00	0.03		\$ 8,500.00	\$ 255.00	

Sewer Replacement - 12th Street & Wellington Avenue -- City P.O. No. 2024-00000480
Change Order No. 1

October 22, 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	90	Cal. Days	---	---	90	Cal. Days	---	---	-
17	108.4	Type A imported backfill material where native material is unacceptable for Backfill, density assumed to be 125 lb/ft3	1,035.		\$ 27.00	\$ 27,945.00	1035		\$ 27.00	\$ 27,945.00	
18	304	Aggregate Base Course, Class 6, 6" thick	68.		\$ 27.50	\$ 1,870.00	68		\$ 27.50	\$ 1,870.00	
19	401	Hot Bituminous Pavement, Patching, 4" Thick Bottom Lift, Grading SX, PG64-22, GYR.=75, two - 2" lifts	302.		\$ 84.25	\$ 25,443.50	302		\$ 84.25	\$ 25,443.50	
20	-	Cold patch 4" thick at 12th Street	70.		\$ 33.21	\$ 2,324.70	70		\$ 33.21	\$ 2,324.70	
21	680.06	Concrete Curb 6' Wide, 6" high	35.		\$ 32.40	\$ 1,134.00	35		\$ 32.40	\$ 1,134.00	
22	608.06	Concrete Flatwork	30.		\$ 120.00	\$ 3,600.00	30		\$ 120.00	\$ 3,600.00	
23	620	Portable Sanitary Facility	1.		\$ 750.00	\$ 750.00	1		\$ 750.00	\$ 750.00	
24	625	Construction Survey (includes as-builts)	1.		\$ 3,515.00	\$ 3,515.00	1		\$ 3,515.00	\$ 3,515.00	
25	626	Mobilization	1.		\$ 15,490.00	\$ 15,490.00	1		\$ 15,490.00	\$ 15,490.00	
26	630	Traffic Control (Complete in place)	1.		\$ 8,500.00	\$ 8,500.00	1		\$ 8,500.00	\$ 8,500.00	
27	108.2	Spot Repair - Parking Lot page C1.5	1.		\$ 13,945.00	\$ 13,945.00	1		\$ 13,945.00	\$ 13,945.00	
28		Ridges Bypass Change Order #01									
29	CO	2448 Driveway Crossing Includes					1		\$ 1,665.00	\$ 1,665.00	\$ 1,665.00
30	CO	2454/2456 Driveway Crossing					1		\$ 2,450.00	\$ 2,450.00	\$ 2,450.00
31	CO	High Point Drive					1		\$ 12,465.00	\$ 12,465.00	\$ 12,465.00
32	CO	2470 Driveway Crossing includes					1		\$ 4,620.00	\$ 4,620.00	\$ 4,620.00
33	CO	HWY 340 Crossing into Discharge					1		\$ 10,525.00	\$ 10,525.00	\$ 10,525.00
34	CO	Mobilization					2		\$ 300.00	\$ 600.00	\$ 600.00
35	CO	2472, 2474 1/2 & 2476 Driveway					1		\$ 2,450.00	\$ 2,450.00	\$ 2,450.00
36	CO	Seeding Includes scarify & grade					1500		\$ 3.30	\$ 4,950.00	\$ 4,950.00
MCR		Minor Contract Revisions	---	---	\$ 60,000.00	\$ 60,000.00	---	---	\$ 60,000.00	\$ 60,000.00	\$ 0.00

Sewer Replacement - 12th Street & Wellington Avenue -- City P.O. No. 2024-00000480
Change Order No. 1

October 22, 2024

Item No.	CDOT, City Ref.	Description	Original Contract			Revised			Change
			Quantity	Units	Unit Price	Quantity	Units	Unit Price	
---	---	Construction Period	90	Cal. Days	---	90	Cal. Days	---	-
SUBTOTAL:					\$ 263,625.70			\$ 303,350.70	\$ 39,725.00
DISC		Prompt Payment Discount	0.0%		\$ -			\$ -	\$ 0.00
TOTALS:					\$ 263,625.70			\$ 303,350.70	\$ 39,725.00



2802 Highway 50 Grand Junction, CO 81503 | Phone: 970-242-1436 | Fax: 970-242-9040

To:	City of Grand Junction	Contact:	Isaac Greenwald
Address:	250 N 5th Street Grand Junction, CO 81501	Phone:	(970) 244-1565
Project Name:	Ridges Lift Station Bypass	Bid Number:	2493-TO
Project Location:	Highway 340	Bid Date:	10/10/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	2448 Driveway Crossing Includes Mailbox R/R And 3/4" Rock Restoration. Excavated Material Hauled Off And Road Plate Installed.	1.00	LS	\$1,665.00	\$1,665.00
2	2454/2456 Driveway Crossing Includes Mailbox R/R, Landscape Boulders R/R And 3/4" Rock Restoration Excavated Material Hauled Off And Road Plate Installed.	1.00	LS	\$2,450.00	\$2,450.00
3	High Point Drive Crossing Includes R/R Of Asphalt And Concrete Sidewalk. Inset Road Plates And R.A.P. Pedestrian Crossing.	1.00	LS	\$12,465.00	\$12,465.00
4	2470 Driveway Crossing Includes Asphalt R/R. Excavated Material Hauled Off And Road Plate Installed.	1.00	LS	\$4,620.00	\$4,620.00
5	Hwy 340 Crossing Into Discharge Manhole Includes R/R Of Asphalt And Concrete Sidewalk, Both Assumed 6" Thick. Inset Road Plates And Patch Hole In MH Cone. Sidewalk To Remain Open For Ped Use. Includes Afterhours Labor And Equipment To Drain Existing Force Main.	1.00	LS	\$10,525.00	\$10,525.00
6	Mobilization	2.00	EACH	\$300.00	\$600.00
7	2472,2474 1/2, And 2476 Driveway Crossing. Includes 3/4" Rock Restoration, Excavated Material Hauled Off And Road Plates Installed.	1.00	LS	\$2,450.00	\$2,450.00
9	Seeding Includes Scarify And Grade Existing Ground. Hand Broadcast A Native Dryland Seed Mix Mulch, Tack, And Fertilizer Are Excluded.	1,500.00	SY	\$3.30	\$4,950.00

Total Bid Price: \$39,725.00

Notes:

- Any alteration from the above scope of work involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate
- Schedule to be mutually agreed upon between customer and Sorter Construction, Inc.
- Permits of any kind are excluded
- Payment & Performance Bonds are Excluded, if required add 1.5%
- Geotechnical/Compliance testing is excluded
- Traffic Control is excluded

Payment Terms:

Payments are due upon receipt of invoice



NOTICE TO PROCEED

Date: September 23, 2024

Contractor: Sorter Construction, Inc.

Project: Sewer Replacement 12th Street and Wellington Ave.
IFB-5487-24-DD

In accordance with the Contract dated September 20, 2024, the Contractor is hereby notified to begin work on the Project on or before October 1, 2024.

The date of final completion will be determined is 90 Calendar Days from the starting date specified in this Notice to Proceed.

CITY OF GRAND JUNCTION, COLORADO

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

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Sorter Construction INC

By: 

Print Name: W Tyler Ogle

Title: Vice President

Date: 9/23/2024



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **20th day of September, 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 **Sorter 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 **Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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; **Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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 **Two Hundred, Sixty-Three Thousand, Six Hundred, Twenty-Five and 70/100 Dollars (\$263,625.70)**. 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:
Dolly Daniels
8A612C5D72944B4

By: _____
Dolly Daniels, Senior Buyer

9/20/2024

Date

Sorter Construction, Inc.

Signed by:
W Tyler Ogle
617CFB021672478

By: _____
W. Tyler Ogle, Vice President

9/20/2024

Date



Purchasing Division

Invitation for Bid

IFB-5487-24-DD

Sewer Replacement 12th Street and Wellington Avenue

Responses Due:

September 4, 2024, Prior to 3:00 PM

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

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

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

Purchasing Representative:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

Invitation for Bids

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Section 2	General Contract Conditions
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Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix (Click on Links in Section 3.5)
	Attachment A: Bid Set Drawings
	Attachment B: Project Manual

1. Instructions to Offerors

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that 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 Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2 Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3 Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:
- Dolly Daniels; Senior Buyer
dollyd@gjcity.org
- With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.
- 1.4 Non-Mandatory Pre-Bid Meeting: Prospective bidders are encouraged to attend a non-mandatory pre-bid meeting on Friday, August 21, 2024, at 9:00 AM.** Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.5 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required (except those listed in Section 3.3.12) for the 12 Street and Wellington Avenue Sewer Replacement Project. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.

- 1.6 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.7 Compliance:** All Offerors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.8 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.
- 1.9 Submission:** **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)** Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

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

To participate in the virtual solicitation opening, please utilize the following information and meeting link:

**Bid Opening Sewer Replacement 12th Street and Wellington Avenue
Sept 4, 2024, 3:00 – 3:30 PM (America/Denver)**

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

<https://meet.goto.com/269768229>

You can also dial in using your phone.

Access Code: 269-768-229

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

Join from a video-conferencing room or system.

Meeting ID: 269-768-229

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

Or dial directly: 269768229@67.217.95.2 or 67.217.95.2##269768229

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

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

- 1.10 Modification and Withdrawal of Bids Before Opening** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.

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

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

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid. All blank spaces in the Price Bid Schedule must be properly filled out.

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

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

All names must be typed or printed below the signature.

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

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

- 1.12 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.

- 1.13 Contract Documents:** The complete IFB and Offeror's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .

- 1.14 Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.

- 1.15 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.

- 1.16 Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly.
- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
- d. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

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

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

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

1.17 Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.

1.18 Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner,

unless such clarification or change is provided in written addendum form from the City Purchasing Representative.

- 1.19 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.20 Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions, Section XVI "Taxes". Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.21 Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.22 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exception, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.23 Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.24 Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, Contractor, or corporation under the same or different name: and
- b. Evidence of collusion among Offerors. Any participant in such collusion shall

not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.

- 1.25 Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.

2. General Contract Conditions for Construction Projects

- 2.1 The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2 The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3 Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated,

installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

2.5 Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

2.6 Sub-Contractors: A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.

2.7 Award of Sub-Contractors & Other Contracts for Portions of the Work: Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

2.8 Quantities of Work and Unit Price: Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

- 2.9 Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.

2.14. Use of the Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

2.15. Cleanup: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

2.16. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) General Liability insurance with minimum limits of:

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

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

2.16.1 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

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

2.18. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

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

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

2.21. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's

Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful Offeror has ten calendar days to enter into a Contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each Offeror shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and

the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

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

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives 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 discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.

- 2.38 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.40 Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to

enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.

- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the 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 Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

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

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

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

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

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

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

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

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

2.51. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.52. Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

2.53. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.

2.54. Remedies: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.55. Governing Law: Any agreement as a result of responding to this Invitation For Bid shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.56. Expenses: Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Offeror and cannot be charged to the Owner.

2.57. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.

2.58. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation

and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

2.59. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.60. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.60.1. "Public project" is defined as:

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

3. Statement of Work

3.1 GENERAL: The City existing sewer system within the project area consists of approximately 680 linear feet of reinforced concrete sanitary sewer pipe and six (6) manholes that parallel the Grand Valley Canal and serve the commercial buildings and Breckenridge Ale House near the intersection of N 12th Street and Wellington Avenue. From the west, Manhole E4-262-066 will be removed and replaced in kind along with Manhole E4-262-073 and the pipe connecting both manholes, which will be replaced with 8" PVC. Continuing east along the existing sewer alignment, the pipe connecting Manhole E4-262-073 and E4-262-080 will be removed and replaced with 8" PVC, as well as Manhole E4-262-080. All sewer services found along the pipe will be reconnected with 4" PVC and 8" x 4" sewer taps. The next downstream manhole E4-262-086 will be removed and replaced and the pipe connecting it to Manhole E4-262-080. The reach of pipe between Manholes E4-262-086 & E4-262-091 has been replaced previously with 8" PVC due to FOG (fats, oils and grease) concerns and will remain in place; however, Manholes E4-262-091, E4-271-003 and the connecting sewer pipe will be removed and replaced, with the new pipe being 8" PVC.

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: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required (except for those listed in Section 3.3.12 and the Bid Schedule) for the 12th Street and Wellington Avenue Sewer Replacement Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

The Work will include all necessary labor, supervision, equipment, tools and materials for the removal and replacement of an existing sanitary sewer system. Work includes but is not limited to: removal of exist road base, asphalt, concrete, PVC gravity sewer pipe, and manholes; removal and resetting of exist landscaping and fences; protection of exist buildings and utility poles; bypass pumping; installation of approximately 680 linear feet of PVC gravity sewer pipe (including crossing exist conflicting utilities) and six (6) manholes; connections to existing system; asphalt patching; installation of aggregate base course, concrete curb ramps, concrete dumpster pads and completion of all associated site work relating to the project.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Non-Mandatory Pre-Bid Meeting: Prospective bidders are encouraged to attend a non- mandatory pre-bid meeting on Friday, August 21, 2024, at 9:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

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

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

City of Grand Junction
Department of Public Works – Engineering
Attn: Toby Thieman, Project Manager
244 North 7th Street
Grand Junction, CO 81501

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

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

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

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

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

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

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

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

- A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
B. Any change to the Contract, whether by modification and/or supplementation,

must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

3.3.9 Time of Completion: The scheduled time of Completion for the Project is **90 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

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

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

3.3.12 Permits: The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:
NONE

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

City Construction Within the Right-Of-Way Permit (No permit fee)

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

AutoCAD Drawings for Survey Staking

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

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

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

- 3.3.15 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.3.16 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.
- 3.3.17 Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.
- 3.3.18 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.
- 3.3.19 Quality Control Testing:** Supplier shall perform quality control testing on concrete. The City will perform all other necessary QA/QC.
- 3.3.20 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plans
 - Project Schedule – Submitted at or prior to the pre-construction meeting and updates as necessary to reflect actual conditions
 - Pipe
 - Manholes
 - Bedding Gradation
 - Aggregate Base Course, Proctor Curve
 - Concrete Mix Design
 - Sewer Service Taps
- 3.3.21 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.
- 3.3.22 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.
- 3.3.23 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.
- 3.3.24 Existing Utilities and Structures:** Utilities were not potholed during design of this Project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 37.

Connection locations to the existing water mains were potholed. All pothole locations and depths are shown on the Plans.

3.3.25 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.

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

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

- N/A

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

3.3.29 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.

3.4. SCOPE OF WORK: See Statement of Work (Section 3), Standard Contract Documents for Capital Improvements Construction, Special Provisions, and Construction Plans.

3.5 Attachments: Click on Links for Access

A: [Bid Set Construction Plans](#)

B: [Project Manual](#)

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

- Contractor's Bid Form
- Price Bid Schedule

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on
Non-Mandatory Pre-Bid Meeting

August 12, 2024
August 21, 2024, 9:00 PM

Inquiry deadline, no questions after this date
Addendum Posted
Submittal deadline for proposals
City Council Approval
Notice of Award & Contract execution
Bonding & Insurance Cert due
Preconstruction meeting
Work begins no later than
Final Completion

Holidays:

Labor Day
Veterans Day
Thanksgiving
Christmas

August 28, 2024, 5:00 PM
August 30, 2024
September 4, 2024, 3:00 PM
September 18, 2024
September 20, 2024
September 30, 2024
TBD
Receipt of Notice to Proceed
90 Calendar Days from Notice
to Proceed

September 2, 2024
November 11, 2024
November 28, 29, 2024
December 25, 2024

Contractor's Bid Form

Bid Date: _____

Project: IFB-5487-24-DD "Sewer Replacement 12th Street and Wellington Avenue"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

PRICE BID SCHEDULE IFB-5487-24-DD

Item No.	(Div. No.)	Description	Quantity	Units	Unit Price	Total Price
1	102.14	Concrete Encasement	20	LF	\$ _____	\$ _____
2	108.2	Gravity Sewer Pipe (4") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	10	LF	\$ _____	\$ _____
3	108.2	Gravity Sewer Pipe (8") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	680	LF	\$ _____	\$ _____
4	108.3	Sewer Service Tap (8" x 4") (Full Body Wye)	2	EA	\$ _____	\$ _____
5	108.5	Sanitary Sewer Basic Manhole (48" I.D.)	6	EA	\$ _____	\$ _____
6	108.5	Manhole Barrel Section	30	VLF	\$ _____	\$ _____
7	201	Clearing & Grubbing	1	LS	\$ _____	\$ _____
8	202	Removal of Concrete	32	SY	\$ _____	\$ _____
9	202	Removal of Asphalt Mat (Full Depth)	1812	SF	\$ _____	\$ _____
10	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	906	SF	\$ _____	\$ _____
11	202	Removal of Existing Pipe	680	LF	\$ _____	\$ _____
12	202	Removal of Manhole	6	EA	\$ _____	\$ _____
13	208	Erosion & Sediment Control	1	LS	\$ _____	\$ _____
14	210	Reset Landscape Ground Cover	1205	SF	\$ _____	\$ _____
15	210	Reset Rock Landscaping	140	SF	\$ _____	\$ _____
16	212	Seeding (20 lbs/AC)	0.03	AC	\$ _____	\$ _____
17	108.4	Type A imported backfill material where native material is unacceptable for Backfill, density assumed 125 lb/ft3	1035	TONS	\$ _____	\$ _____
18	304	Aggregate Base Course (Class 6) (6" thick)	68	TONS	\$ _____	\$ _____
19	401	Hot Bituminous Pavement (Patching) (4" Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75) (Two 2" Lifts)	302	SY	\$ _____	\$ _____
20	-	Cold Patch 4" thick at 12 th Street	70	SY	\$ _____	\$ _____
21	680.06	Concrete Curb (6" wide, 6" high)	35	LF	\$ _____	\$ _____
22	608.06	Concrete Flatwork	30	SY	\$ _____	\$ _____
23	620	Portable Sanitary Facility	1	EA	\$ _____	\$ _____
24	625	Construction Surveying (Includes As-Built Drawings)	1	LS	\$ _____	\$ _____
25	626	Mobilization	1	LS	\$ _____	\$ _____
26	630	Traffic Control (Complete in Place)	1	LS	\$ _____	\$ _____
27	MCR	Minor Contract Revision	1	LS		\$60,000.00
			Bid Amount:		\$ _____	
Written Bid Amount: Dollars						



Purchasing Division

ADDENDUM NO. 1

DATE: August 13, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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. Correction to Sections 1.4 and 3.3.1

Non-Mandatory Pre-Bid Meeting: Prospective bidders are encouraged to attend a non- mandatory pre-bid meeting on ~~Friday~~, Wednesday August 21, 2024, at 9:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

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



Purchasing Division

ADDENDUM NO. 2

DATE: August 26, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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:

- Question:** Bid item 22 "Concrete Flatwork" appears to be 3 different sections or 8" concrete: Trash enclosure, misc. concrete apron, and a driveway apron. Besides doweling into existing per the City's detail C-32, does the City want any reinforcement in any of the concrete for this bid item 22?
Answer: #3 rebar spaced 18" on center each way

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



Purchasing Division

ADDENDUM NO. 3

DATE: August 27, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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. Clarifications:

- Flow rate in manhole in 12th street estimated to be half full
- Updated Bid sheet attached. **Please use when submitting your bid.**
 - Includes spot repair line item
- Updated drawing sheet set
 - Include spot repair
- Confirm replace MH in 12th Street?
 - DO NOT REPLACE Manhole in 12th street



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

Contractor's Bid Form

Bid Date: _____

Project: IFB-5487-24-DD "Sewer Replacement 12th Street and Wellington Avenue"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

PRICE BID SCHEDULE IFB-5487-24-DD
ADDENDUM NO. 3

Item No.	(Div. No.)	Description	Quantity	Units	Unit Price	Total Price
1	102.14	Concrete Encasement	20	LF	\$	\$
2	108.2	Gravity Sewer Pipe (4") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	10	LF	\$	\$
3	108.2	Gravity Sewer Pipe (8") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	680	LF	\$	\$
4	108.3	Sewer Service Tap (8" x 4") (Full Body Wye)	2	EA	\$	\$
5	108.5	Sanitary Sewer Basic Manhole (48" I.D.)	5	EA	\$	\$
6	108.5	Manhole Barrel Section	30	VLF	\$	\$
7	201	Clearing & Grubbing	1	LS	\$	\$
8	202	Removal of Concrete	32	SY	\$	\$
9	202	Removal of Asphalt Mat (Full Depth)	1812	SF	\$	\$
10	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	906	SF	\$	\$
11	202	Removal of Existing Pipe	680	LF	\$	\$
12	202	Removal of Manhole	6	EA	\$	\$
13	208	Erosion & Sediment Control	1	LS	\$	\$
14	210	Reset Landscape Ground Cover	1205	SF	\$	\$
15	210	Reset Rock Landscaping	140	SF	\$	\$
16	212	Seeding (20 lbs/AC)	0.03	AC	\$	\$
17	108.4	Type A imported backfill material where native material is unacceptable for Backfill, density assumed 125 lb/ft3	1035	TONS	\$	\$
18	304	Aggregate Base Course (Class 6) (6" thick)	68	TONS	\$	\$
19	401	Hot Bituminous Pavement (Patching) (4" Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75) (Two 2" Lifts)	302	SY	\$	\$
20	-	Cold Patch 4" thick at 12 th Street	70	SY	\$	\$
21	680.06	Concrete Curb (6" wide, 6" high)	35	LF	\$	\$
22	608.06	Concrete Flatwork	30	SY	\$	\$
23	620	Portable Sanitary Facility	1	EA	\$	\$
24	625	Construction Surveying (Includes As-Built Drawings)	1	LS	\$	\$
25	626	Mobilization	1	LS	\$	\$
26	630	Traffic Control (Complete in Place)	1	LS	\$	\$
27	108.2	Spot Repair - Parking Lot page C1.5	1	LS	\$	\$
28	MCR	Minor Contract Revision	1	LS		\$60,000.00
			Bid Amount:		\$	
Written Bid Amount:						Dollars

CITY OF GRAND JUNCTION

12TH ST AND WELLINGTON AVE SEWER REPLACEMENT

GRAND JUNCTION, CO

BID SET

CONTACTS

OWNER: CITY OF GRAND JUNCTION
333 WEST AVENUE, BUILDING C
GRAND JUNCTION, CO 81501

ENVIRONMENTAL ENGINEER: JVA, INC.
817 COLORADO AVENUE, SUITE 301
GLENWOOD SPRINGS, CO 81601

SURVEYOR: CITY OF GRAND JUNCTION
ENGINEERING AND TRANSPORTATION DEPARTMENT
244 NORTH 7TH STREET
GRAND JUNCTION, CO 81501

TOBY THEMAN
(970) 244-1559
TOBYT@GJ.UTY.ORG

COOPER BEST, P.E.
(970) 404-3003
CBEST@JVA.COM

RENEE PARENT, P.E., P.L.S.
(970) 256-4003
RENEEP@GJ.UTY.ORG



DRAWING INDEX

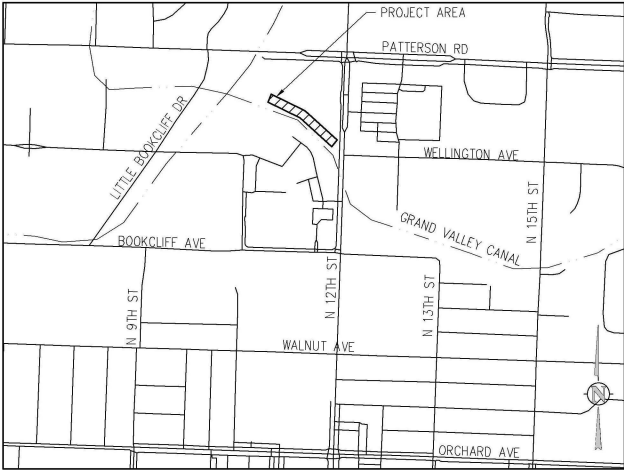
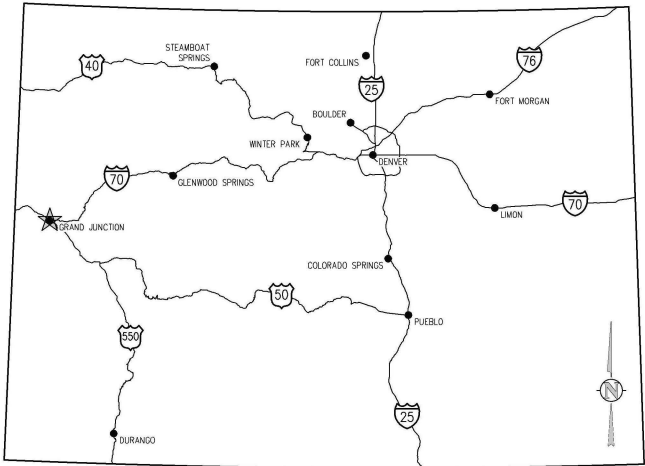
SHEET NO.	TITLE
G0.0	COVER PAGE
G0.1	LEGEND, NOTES AND ABBREVIATIONS
C1.0	OVERALL UTILITY PLAN
C2.0	SANITARY SEWER PLAN AND PROFILE
C2.1	SANITARY SEWER PLAN AND PROFILE
C1.5	SPOT REPAIR

ADDENDUM #3 ADD SPOT REPAIR PAGE C1.5
change Manhole Quantity for replacement

JUNE 2024

PREPARED UNDER THE SUPERVISION OF

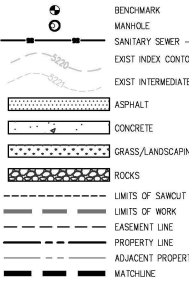
JVA, Inc.



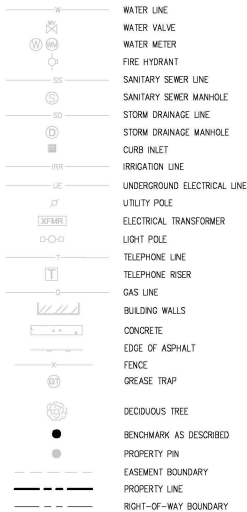
ABBREVIATIONS

ASHTO	AMERICAN ASSOC. OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS	G	GAS	QTY	QUANTITY
ASBN	ASBESTOS	GA	GAUGE	R	RIGHT
AC	ASPHALTIC CONCRETE PAVING	GALV	GALVANIZED	RCF	REINFORCED CONCRETE PIPE
ADDL	ADDITIONAL	GCO	GRADE CLEANOUT	RD	ROAD
ADRM	ADDITIONAL	GP	GALVANIZED IRON PIPE	RE	REFERENCE
ADJ	ADJUSTABLE	GND	GROUND	RECT	RECTANGULAR
AL	ALUMINUM	GPD	GALLONS PER DAY	REIN	REINFORCE (D) (NG) (MENT)
ALT	ALTERNATE	OPM	GALLONS PER MINUTE	REQD	REQUIRED
AMT	AMOUNT	GR	GRATE	ROW	RIGHT OF WAY
APPROX	APPROXIMATE	GTG	GALVANIZED STEEL PIPE	SAN	SANITARY
ARCH	ARCHITECTURAL	GSP	DATE VALVE	SD	STORM DRAIN
ARY	AIR RELIEF VALVE	GV	DATE VALVE	SD	STORM DRAIN
ASIM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	H	HIGH	SECT	SECTION
ASPH	ASPHALT	HOB	HOSE BIB	SPD	STANDARD PROCTOR DENSITY
ASSY	ASSEMBLY	HE	HORIZONTAL ELLIPTICAL	SPEC	SPECIFICATION
ASYM	ASYMMETRICAL	HDL	HAND RAIL	SQ	SQUARE
ATLS	AUTOMATIC	HNDRL	HAND RAIL	SQ IN	SQUARE INCH
AVG	AVERAGE	HORIZ	HORIZONTAL	SQ FT	SQUARE FOOT
AWWA	AMERICAN WATER WORKS ASSOC.	HP	HIGH POINT	SQ YD	SQUARE YARD
BC	BACK OF CURB	HYAC	HEATING, VENTILATION, AIR	SS	SANITARY SEWER
BD	BUILT	IB	INCH	SS	STAINLESS STEEL
BO	BOTTOM GRADE ADJACENT TO BOTTOM OF WALL	HWY	HIGHWAY	STD	STANDARD
BLDG	BUILDING	HYD	HYDRANT	STL	STEEL
BLK	BLOCK	INCLD	INCLUDED	STRUCT	STRUCTURAL
BM	BENCH MARK	INCLD	INCLUDED	SWM	STORMWATER MANAGEMENT PLAN
BMP	BEST MANAGEMENT PRACTICE	ID	INSIDE DIAMETER	SYM	SYMMETRICAL
BS	BANKSIDE	INLET	INLET	TB	THRUST BLOCK
BSM	BOTTOM OF STEP	INSUL	INSULATION	TBC	TOP BACK OF CURB
BSMT	BASMENT	IRR	IRRIGATION	TBP	TEMPORARY BENCH MARK
BVC	BEIGN VERTICAL CURVE ELEVATION	JTS	JOINTS	TEMP	TEMPORARY
BVS	BEIGN VERTICAL CURVE STATION	KPL	KNOCKOUT	THK	THICK
BW	BOTTOM OF WALL	KPL	KNOCKOUT	TOS	TOP OF BANK
CB	CATCH BASIN	KWY	KEYWAY	TOT	TOP OF CONCRETE OR TOP OF CURB
CCW	COUNTER CLOCKWISE	L	LEFT OR LITER	TOS	TOP OF STEP
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION	LC	LANDSCAPE (ENG)	TW	TOTAL
CP	CAST IRON PIPE	LS	LANDSCAPE	TY	TYPICAL
CON	CONSTRUCTION JOINT	LSCAPE	LANDSCAPE	UBC	UNIFORM BUILDING CODE
CL	CENTER LINE OR CHAIN LINK	LP	LINEAR FOOT	USE	UNDERGROUND ELECTRIC
CLR	CLEAR	LQ	LOW POINT OR LIGHT POLE	VERT	VERTICAL
CMF	CORRUGATED METAL PIPE	LWL	LOW WATER LEVEL	VCT	POINT OF VERTICAL CURVATURE
CMU	CONCRETE MASONRY UNIT	MAINT	MAINTENANCE	VCP	VITRIFIED CLAY PIPE
CONC	CONCRETE	MAN	MANUAL	W	WIDE OR WIDTH
CONST	CONSTRUCTION	MATL	MATERIAL	W/	WITH
CONT	CONTINUOUS (ACTION)	MAX	MAXIMUM	W/O	WITHOUT
COR	CORNER	MCH	MATCH EXISTING	WQV	WATER QUALITY CONTROL VOLUME
CR	CONCRETE REDUCER	MECH	MECHANICAL	WSE	WATER SURFACE ELEVATION
CTR	CENTER	MEP	MECHANICAL, ELECTRICAL, PLUMBING (ARCH)	WW	WASTEWATER
CY	CUBIC YARDS	MFR	MANUFACTURER	X	SECT CROSS SECTION
DEMO	DEMOLITION	MIN	MINIMUM	XMR	ELECTRICAL TRANSFORMER
DET	DETAIL	MISC	MISCELLANEOUS		
DIA	DIAMETER	N	NORTH		
DIAG	DIAGONAL	NA	NOT APPLICABLE		
DIP	DIPPLE IRON PIPE	NIC	NOT IN CONTRACT		
DOM	DOMESTIC	NFT	NATIONAL PIPE THREAD		
DN	DOWN	NTS	NOT TO SCALE		
DR	DRAIN				
DWG	DRAWING				
DWL	DOWEL				
E	EAST				
EA	EACH				
ECC	ECCENTRIC				
EL	ELEVATION				
ELJ	ELEVATION JOINT				
ELW	ELEVATION				
ELEC	ELECTRICAL				
ENGR	ENGINEER				
EP	EDGE OF PAVEMENT				
EQ	EQUAL				
EQUIP	EQUIPMENT				
EQUIV	EQUIVALENT				
EST	ESTIMATE				
ESMT	EASIMENT				
EST	ESTIMATE				
EVC	END VERTICAL CURVE ELEVATION				
EVS	END VERTICAL CURVE STATION				
EW	EACH WAY				
EXP	EXPANSION JOINT				
EXT	EXTENDING				
F	FOUNDATION				
FES	FLARED END SECTION				
FF	FINISH FLOOR				
FG	FINISH GRADE				
FI	FIRE HYDRANT				
FL	FLOW LINE				
FN	FENCE				
FCC	FACE OF CONCRETE				
FTM	FEET PER MINUTE				
FTS	FEET PER SECOND				
FTG	FOOTING OR FITTING				

DESIGN LEGEND



SURVEY LEGEND



NOTE: SHADED ITEMS REPRESENT EXIST FEATURES

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN CONFORMANCE WITH THE LATEST STANDARDS AND SPECIFICATIONS OF THE CITY OF GRAND JUNCTION, COLORADO DEPARTMENT OF TRANSPORTATION, GRAND JUNCTION FIRE PROTECTION REQUIREMENTS, AND APPLICABLE STATE AND LOCAL STANDARDS AND SPECIFICATIONS. THE CONTRACTOR SHALL HAVE IN POSSESSION AT THE JOB SITE AT ALL TIMES ONE (1) SIGNED COPY OF APPROVED PLANS, STANDARDS AND SPECIFICATIONS. THE CONTRACTOR SHALL CONSTRUCT AND MAINTAIN EMERGENCY ACCESS ROUTES TO THE SITE AND STRUCTURE AT ALL TIMES PER THE APPLICABLE GRAND JUNCTION FIRE PROTECTION DISTRICT REQUIREMENTS. THE CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL FOR ANY VARIANCE TO THE ABOVE DOCUMENTS. NOTIFY OWNER OF ANY CONFLICTING STANDARDS OR SPECIFICATIONS. IN THE EVENT OF ANY CONFLICTING STANDARD OR SPECIFICATION, THE MORE STRINGENT OR HIGHER QUALITY STANDARD, DETAIL OR SPECIFICATION SHALL APPLY.
2. THE CONTRACTOR SHALL OBTAIN AT HIS OWN EXPENSE, ALL APPLICABLE CODES, LICENSES, STANDARD SPECIFICATIONS, PERMITS, BONDS, ETC., WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK, INCLUDING, BUT NOT LIMITED TO A LOCAL AND STATE GROUNDWATER DISCHARGE AND COLORADO DEPARTMENT OF HEALTH AND ENVIRONMENT (CDHE) STORMWATER DISCHARGE PERMIT ASSOCIATED WITH CONSTRUCTION ACTIVITY.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE REQUIRED PARTY OWNER AND ENGINEER AT LEAST 48 HOURS PRIOR TO START OF ANY CONSTRUCTION, PRIOR TO BACKFILLING, AND AS REQUIRED BY JURISDICTIONAL AUTHORITY AND/OR PROJECT SPECIFICATIONS. THE CONTRACTOR SHALL CONTINUE WITH NOTIFICATIONS THROUGHOUT THE PROJECT AS REQUIRED BY THE STANDARDS AND SPECIFICATIONS.
4. THE LOCATIONS OF EXISTING UTILITIES ARE SHOWN IN THE APPROXIMATE LOCATION BASED ON INFORMATION BY OTHERS. NOT ALL UTILITIES MAY BE SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT SIZE, LOCATION AND TYPE OF ALL EXISTING UTILITIES WHETHER SHOWN OR NOT BEFORE COMMENCING WORK. THE ENGINEER AND/OR OWNER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS SHOWN ON PLANS. THE CONTRACTOR SHALL BE FULLY AND SOLELY RESPONSIBLE FOR ANY AND ALL DAMAGES AND COSTS WHICH MIGHT OCCUR BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY COMPANIES AND DETERMINE THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PROCEEDING WITH GRADING AND CONSTRUCTION. ALL WORK PERFORMED IN THE AREA OF UTILITIES SHALL BE PERFORMED AND INSPECTED ACCORDING TO THE REQUIREMENTS OF THE UTILITY OWNER. LIKEWISE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND MAPPING ANY EXISTING UTILITY (INCLUDING DEPTH) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION, AND FOR RELOCATING DISCONTINUED UTILITIES AS DIRECTED BY THE ENGINEER. CONTRACTOR SHALL CONTACT AND RECEIVE APPROVAL FROM UTILITY OWNER AND ENGINEER BEFORE RELOCATING ANY DISCONTINUED UTILITIES. CONTRACTOR RESPONSIBLE FOR SERVICE CONNECTIONS, AND RELOCATING AND RECONNECTING AFFECTED UTILITIES AS COORDINATED WITH UTILITY OWNER AND/OR ENGINEER, INCLUDING NON-MUNICIPAL UTILITIES (TELEPHONE, GAS, CABLE, ETC., WHICH SHALL BE COORDINATED WITH THE UTILITY OWNER). THE CONTRACTOR SHALL IMMEDIATELY CONTACT ENGINEER UPON DISCOVERY OF A UTILITY DISCREPANCY OR CONFLICT. AT LEAST 48 HOURS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (1-800-922-1987, WWW.LINC-ORG). SEE SURVEY UTILITY LOCATION INFORMATION BELOW.
5. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PREPARE A TRAFFIC CONTROL PLAN FOR OWNER AND/OR CITY APPROVAL, AND PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FENCING, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR AGREES TO COMPLY WITH THE PROVISIONS OF THE TRAFFIC CONTROL PLAN AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' PART IV, FOR CONSTRUCTION SIGNS AND TRAFFIC CONTROL. ALL TEMPORARY AND PERMANENT TRAFFIC SIGNS SHALL COMPLY TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) WITH REGARD TO SIGN SHAPE, COLOR, SIZE, LETTERING, ETC. UNLESS OTHERWISE SPECIFIED. IF APPLICABLE, PART NUMBERS ON SIGNAGE DETAILS REFER TO MUTCD SIGN NUMBERS.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. GROUNDWATER MUST BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF EXISTING STREETS NOR EROSION ON ADJUTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. GROUNDWATER TO BE PUMPED SHALL BE TESTED, IDENTIFIED, AND PUMPED PER THE STATE OF COLORADO AND LOCAL GROUNDWATER DISCHARGING PERMIT REQUIREMENTS.
7. RIM AND GRATE ELEVATIONS SHOWN ON PLANS ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATIONS. THE CONTRACTOR SHALL ADJUST RIMS AND OTHER IMPROVEMENTS TO MATCH FINAL PAVEMENT AND FINISHED GRADE ELEVATIONS.
8. THE EXISTING AND PROPOSED ELEVATIONS OF FLATWORK, SIDEWALKS, CURBS, THRESHOLDS, PAVING, ETC. AS SHOWN HEREON ARE BASED ON EXTRAPOLATION OF FIELD SURVEY DATA, EXISTING CONDITIONS, AND DATA PROVIDED BY OTHERS. AT CRITICAL AREAS HYDRANT LATERALS AND SITE FEATURES, CONTRACTOR SHALL HAVE FOREWORK INSPECTED AND APPROVED BY OWNER, OWNER'S REPRESENTATIVE, OR ENGINEER PRIOR TO PLACING CONCRETE. MINOR ADJUSTMENTS, AS APPROVED, TO PROPOSED GRADES, INVERTS, ETC. MAY BE REQUIRED TO PREVENT FLOODING OR SLOPE NOT IN CONFORMANCE WITH MUNICIPAL STANDARDS. ALL FLATWORK MUST PREVENT FLOODING AND PROVIDE POSITIVE DRAINAGE AWAY FROM EXISTING AND PROPOSED BUILDINGS, WALLS, ROOF DRAIN OUTFALLS, ACROSS DROVES AND WALKS, ETC., TOWARDS THE PROPOSED INTENDED DRAINAGE FEATURES AND CONVEYANCES.
9. FINAL LIMITS OF REQUIRED ASPHALT SAWCUTTING AND PATCHING MAY VARY FROM LIMITS SHOWN ON PLANS. CONTRACTOR TO PROVIDE SAWCUT AND PATCH WORK TO ACHIEVE POSITIVE DRAINAGE AND A SMOOTH TRANSITION TO EXISTING ASPHALT WITH SLOPES ACCEPTABLE TO THE ENGINEER AND WITH MUNICIPAL STANDARDS. CONTRACTOR SHALL PROVIDE ADDITIONAL SAWCUTTING AND PATCHING AT UTILITY WORK, CONNECTION POINTS TO EXISTING PAVEMENT AND FEATURES, ETC. THAT MAY NOT BE DELINEATED ON PLANS.
10. ANY EXISTING MONITORING WELLS, CLEANOUTS, VALVE BOXES, ETC. TO BE PROTECTED AND TO REMAIN IN SERVICE. IF FEATURES EXIST, EXTEND OR LOWER TO FINAL SURFACE WITH LIKE KIND CAP WITH STANDARD CAST ACCESS LID WITH SAME MARKINGS. IN LANDSCAPED AREAS PROVIDE A CONCRETE COLLAR (EXTEND 18" THICK) AT ALL EXISTING AND PROPOSED MONITORING WELLS, CLEANOUTS, VALVE BOXES, ETC.
11. OWNER TO APPROVE ALL PRIVATE CONCRETE FINISHING, JOINT PATTERNS AND COLORING REQUIREMENTS PRIOR TO CONSTRUCTION. SUBMIT JOINT LAYOUT PLAN TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
12. PIPE LENGTHS AND HORIZONTAL CONTROL POINTS SHOWN ARE FROM CENTER OF STRUCTURES, END OF FLARED END SECTIONS, ETC. SEE STRUCTURE DETAILS FOR EXACT HORIZONTAL CONTROL LOCATION. CONTRACTOR IS RESPONSIBLE FOR ADJUSTING ACTUAL PIPE LENGTHS TO ACCOUNT FOR STRUCTURES AND LENGTH OF FLARED END SECTIONS.
13. ALL SURPLUS MATERIALS, TOOLS, AND TEMPORARY STRUCTURES FURNISHED BY THE CONTRACTOR, SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR. ALL DEBRIS AND RUBBISH CAUSED BY THE OPERATIONS OF THE CONTRACTOR SHALL BE REMOVED, AND THE AREA OCCUPIED DURING CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ITS ORIGINAL CONDITION, WITHIN 48 HOURS OF PROJECT COMPLETION, UNLESS OTHERWISE DIRECTED BY THE MUNICIPALITY OR OWNER'S REPRESENTATIVE.
14. THE CONTRACTOR IS REQUIRED TO PROVIDE AND MAINTAIN EROSION AND SEDIMENT CONTROL MEASURES IN ACCORDANCE WITH THE LOCAL JURISDICTION, THE STATE OF COLORADO, MILE HIGH FLOOD DISTRICT "URBAN STORM DRAINAGE CRITERIA MANUAL, VOLUME 3", THE M-S-1 STANDARD PLANS OF THE COLORADO DEPARTMENT OF TRANSPORTATION, AND THE APPROVED EROSION CONTROL PLAN. JURISDICTIONAL AUTHORITY MAY REQUIRE THE CONTRACTOR TO PROVIDE ADDITIONAL EROSION CONTROL MEASURES AT THE CONTRACTOR'S EXPENSE DUE TO UNFORESEEN EROSION PROBLEMS OR IF THE PLANS DO NOT FUNCTION AS INTENDED. THE CONTRACTOR IS RESPONSIBLE FOR PROHIBITING SILT AND DEBRIS LAIDEN RUNOFF FROM LEAVING THE SITE, AND FOR KEEPING ALL PUBLIC AREAS FREE OF MUD AND DEBRIS. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING FINAL GRADES AND FOR REMOVING ACCUMULATED SEDIMENTATION FROM ALL AREAS INCLUDING SHOULDS AND DETENTION/MAINTENANCE QUALITY AREAS. CONTRACTOR SHALL REMOVE TEMPORARY EROSION CONTROL MEASURES AND REPAIR AREAS AS REQUIRED AFTER VEGETATION IS ESTABLISHED AND ACCEPTED BY OWNER AND MUNICIPALITY.
15. ADO COMPLIANCE: THE CROSS-SLOPE OF ALL WALKS MUST BE LESS THAN 1:48 (2.0%) PERPENDICULAR TO DIRECTION OF TRAVEL. RUNNING SLOPE OF ACCESSIBLE WALKS MUST NOT BE STEEPER THAN 1:20 (5.0%) IN DIRECTION OF TRAVEL. MAXIMUM GRADE OF ACCESSIBLE CURB RAMPS AND RAMPS IS 1:12 (8.3%). CURB RAMPS SHALL PROVIDE A LANDING AT THE TOP AND RAMP RUNS PROVIDE LANDINGS AT THE BOTTOM AND TOP OF EACH RAMP RUN AT A SLOPE NOT TO EXCEED 1:48. RAMPS RUNS EXCEEDING SIX INCHES SHALL INCLUDE HANDRAILS. ACCESSIBLE PARKING SPACES AND ACCESSIBLE WALKS SHALL NOT EXCEED 1:48 IN ALL DIRECTIONS. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO PLACEMENT OF FLATWORK OF SITE CONDITIONS OR DISCREPANCIES WHICH PREVENT TYPICAL REQUIRED GRADES FROM BEING ACHIEVED. ALL RAMPS, STAIRS, DOSE PROTECTION, AND RAILINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CURRENT ADO STANDARDS. ACCESSIBLE CURB RAMPS SHALL CONFORM TO THE CDDT M-STANDARDS (SEE DETAIL M-608-1, ETC.). ACCESSIBLE FEATURE WITHIN THE PUBLIC RIGHTS-OF-WAY SHALL BE CONSTRUCTED TO CONFORM TO THE LOCAL AUTHORITY HAVING JURISDICTION REQUIREMENTS.
16. PROTECT ALL TREES AND VEGETATION. PLACCE CONSTRUCTION FENCING AT DRIP LINE OF TREES AND PLANTS NEAR THE WORK ZONE. DEEP WATER TREES WEEKLY. HAND EXCAVATION REQUIRED AT ROOT ZONES WHERE PROPOSED PAVING OR UTILITY WORK IS WITHIN DRAINAGE OF TREES.
17. LOCATIONS OF CLEANOUTS, LIGHTS, SIGNAGE, JUNCTION BOXES, AND OTHER SIGNIFICANT SITE FEATURES TO BE STAKED FOR ENGINEER AND/OR OWNER APPROVAL PRIOR TO WORK. CLEANOUTS, JUNCTION BOXES, AND ADJACENT GRADES TO BE BASED ONE-HALF INCH AT ASPHALT/CONCRETE (OR 1" AT LANDSCAPING) TO PROVIDE POSITIVE DRAINAGE AWAY FROM FEATURES.
18. SURVEY INFORMATION: BENCHMARK INFORMATION: TOPOGRAPHIC INFORMATION WAS PROVIDED BY THE CITY OF GRAND JUNCTION. SEE EXISTING CONDITIONS SURVEY 2022 SURVEY LINE CONSTRUCTION DETAIL 1/10/2024. CONTROL POINTS SHOWN ON PLANS, THE FIELD SURVEYS AND PROCESSING OF DATA WAS MADE IN THE MESA COUNTY LOCAL COORDINATE SYSTEM (MCLS) GRAND VALLEY AREA (GVA) ZONE AND NAVD83 VERTICAL DATUM WITH GRID 12A MDO. TO CONVERT ELLIPSOID HEIGHTS TO ORTHOMETRIC ELEVATIONS, THE MCLS USED THE IN THE S-DAD WAS SURVEY ARE BASED UPON REFERENCE FROM:
BENCHMARK
NORTHING 44412.354
EASTING 94661.540
NAVD 88, OZLA ELEVATION: 4681.200 FT
COMMENT: 2" ALUMINUM CAP (LS2067)
- 18.1 BEARINGS ARE BASED ON THE NORTH LINE OF LOT 2, VILLAGE FARM SUBDIVISION, S89°57'04"E, BASED ON THE MESA COUNTY LOCAL COORDINATE SYSTEM (MCLS), COORDINATE AND VERIFY ALL VERTICAL AND HORIZONTAL DATA SHOWN IN SURVEY AND REPORT ANY IRREGULARITIES TO ENGINEER PRIOR TO CONSTRUCTION.
- 18.2 HORIZONTAL CONTROL INFORMATION: HORIZONTAL CONTROL COORDINATES ARE BASED ON THE REFERENCED SURVEY AND ARE PROVIDED ON SHEET C2.0 OF THE PLANS.
- 18.3 SURVEY UTILITY LOCATION INFORMATION PER THE SURVEYOR: SUBSURFACE UTILITIES ARE SHOWN IN APPROXIMATE HORIZONTAL AND VERTICAL LOCATIONS CONSISTENT WITH ASCE 38-02 QUALITY LEVEL "B" (INFORMATION OBTAINED BY THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITIONS OF VIRTUALLY ALL UTILITIES WITHIN THE PROJECT LIMITS. THE INFORMATION OBTAINED IN THIS MANNER IS SURVEYED TO PROJECT CONTROL.) AND QUALITY LEVEL "C" (INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D. INFORMATION DERIVED FROM EXISTING RECORDS OR CAD RECOLLECTIONS), AND BASED ON FIELD MEASUREMENTS PROVIDED BY THE OWNER AND THE CONTRACTOR. SUBSURFACE UTILITIES ARE NOT TO BE TAKEN AS THE EXACT SIZE, LOCATION, OR DEPTH OF THE UNDERSTRUCTURE DERIVED FROM THE INFORMATION OBTAINED BY THE SURVEYOR. THE SURVEYOR HAS PROVIDED THE INFORMATION AND ALSO PROVIDES THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS OF UNDERGROUND FEATURES.) TO THE EXTENT DEEMED NECESSARY FOR THE PROTECTION OF PERSONS AND PROPERTY. PLOTTING OR OTHER PRECISE MAPPING MAY BE COMPLETED TO CONFIRM THE EXACT LOCATION OF ANY SUBSURFACE UTILITIES. NOTIFY OWNER AND ENGINEER WITH ALL UTILITY INFORMATION PRIOR TO CONSTRUCTION. VISIT <https://www.fhwa.dot.gov/programadmin/surveys/ncs.htm> FOR MORE INFORMATION.
- 18.4 SERVICE TAP LOCATIONS ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND RESTORING ALL SERVICE CONNECTIONS.
19. THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE SHALL FURNISH THE OWNER AND ENGINEER OF RECORD A COMPLETE SET OF CONSTRUCTION RECORD DRAWINGS ("AS-BUILTS") FOR THE CONSTRUCTED IMPROVEMENTS. THE AS-BUILT SET SHALL SHOW SURFACES, DIMENSIONS, TIES TO PERMANENT SURFACE FEATURES OR NORTHING/EASTING POINTS FOR ALL BUREAU FACILITIES TO ALLOW FOR FUTURE LOCATING. THE AS-BUILT SET SHALL SHOW AS-BUILT CONTOURS AND ELEVATIONS OF ASPHALT AND CONCRETE-SLOPES, HIGH AND LOW POINTS, AND ADDITIONAL ELEVATIONS TO DEMONSTRATE IMPROVEMENTS WERE CONSTRUCTED PER PLANS. THE AS-BUILT SET SHALL SHOW ELEVATIONS OF ALL DETENTION/WATER QUALITY FACILITIES, INCLUDING BUT NOT LIMITED TO, BAINS, SPILLWAYS, BASIN BOTTOM, PIPE INVERTS, AND CONTROL STRUCTURE FEATURES (AS SURVEYED AND STAMPED BY A CERTIFIED P.L.S.). THE AS-BUILT SET SHALL ALSO INCLUDE ELEVATIONS OF MANHOLES, INVERTS, PIPES, AND SIZES OF ALL UTILITIES. THE AS-BUILT SET SHALL SHOW ANY AND ALL VARIATIONS FROM THE APPROVED PLAN. ENGINEER WILL PRODUCE FINAL RECORD DRAWINGS.

REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REVISION A	ADD SPOT REPAIR PAGE C1.9.1H	08.21.2024	ZCE/JLM	DATE
REVISION B			CHECKED BY	DATE
REVISION C			APPROVED BY	DATE

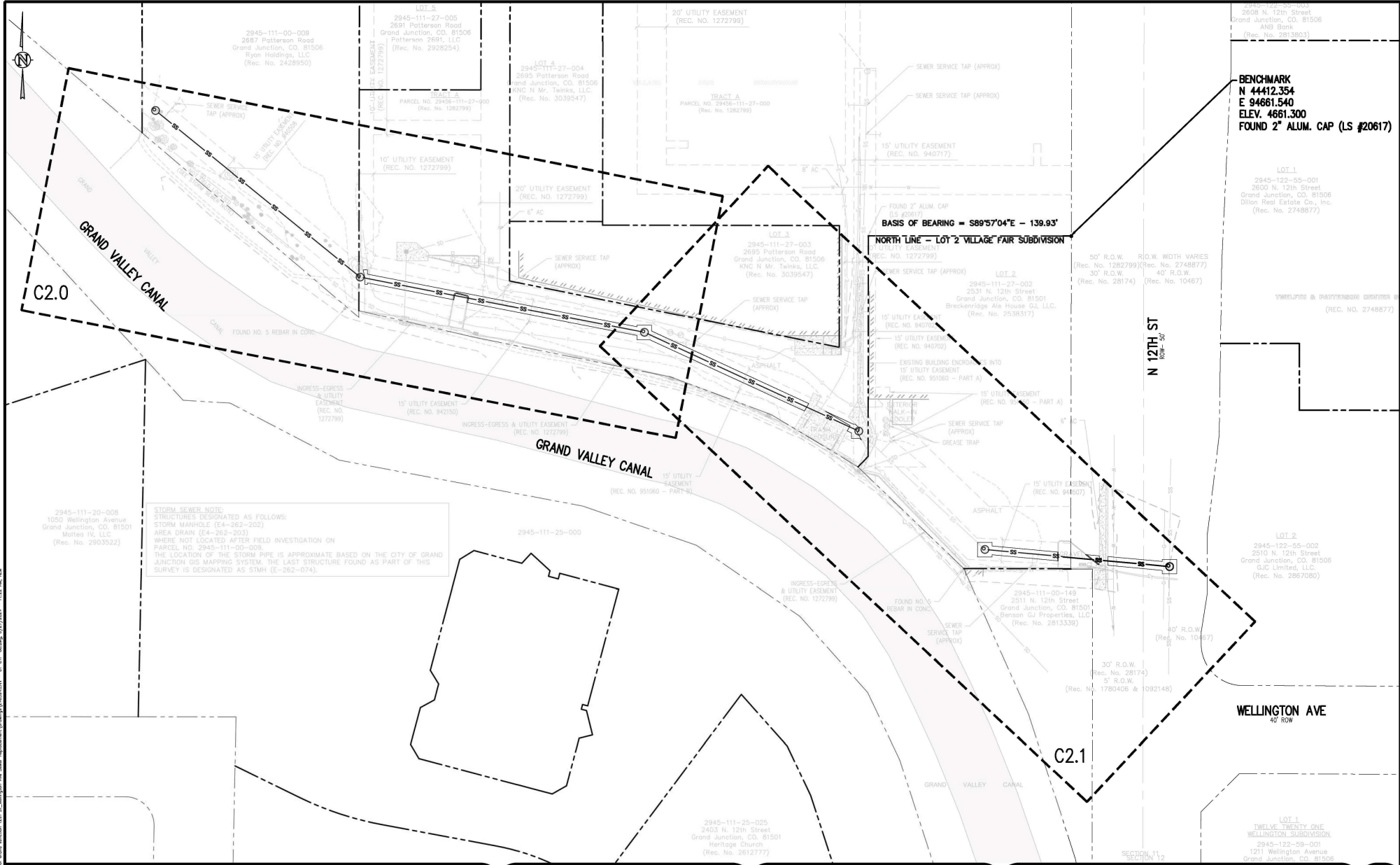
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12TH AND WELLINGTON AVE
SEWER REPLACEMENT
LEGEND, NOTES AND ABBREVIATIONS



REVISION	DESCRIPTION	DATE	DRAWN BY	DATE	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY	DATE
1			JCE/NLM		JCE/AMC		JM			
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3										
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1" = 40'

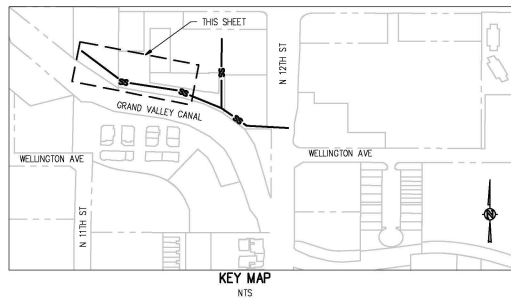
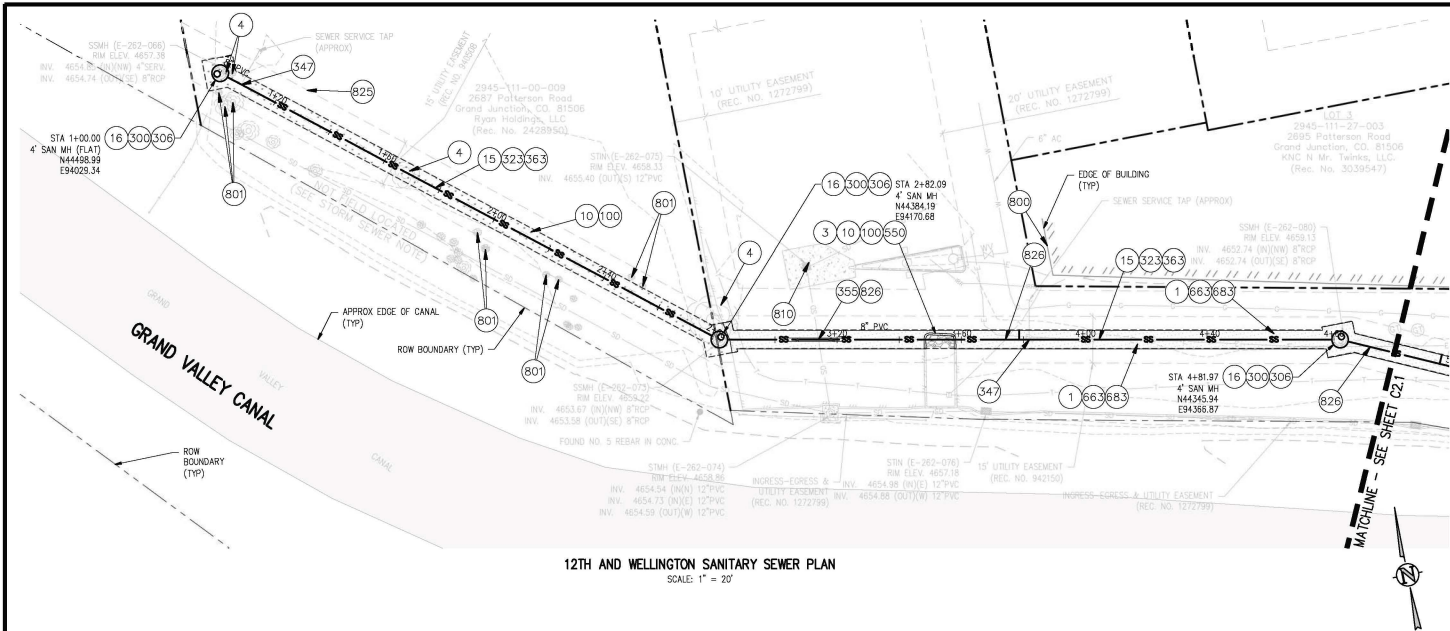
City of Grand Junction
COLORADO

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**12TH AND WELLINGTON AVE
SEWER REPLACEMENT
OVERALL UTILITY PLAN**

C1.0

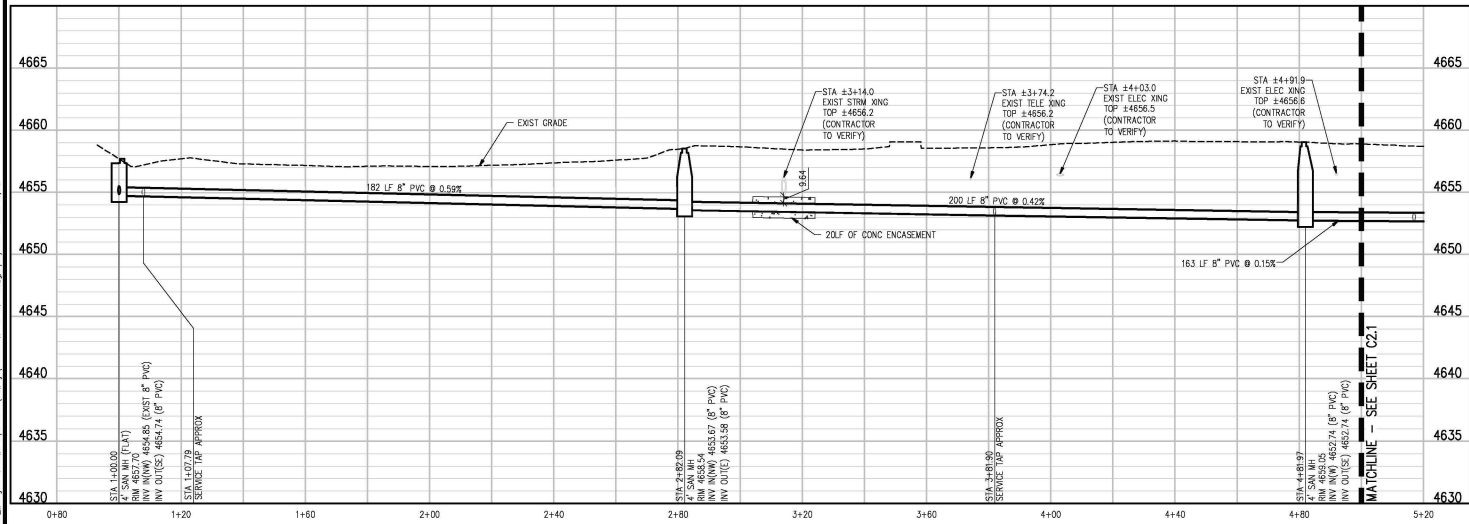


CONSTRUCTION NOTES

- 202 - REMOVAL OF ASPHALT MAT. CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)
- 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN (INDICATED BY CROSS HATCH PATTERN). INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- 202 - REMOVAL OF TREE (SIZE AS SHOWN ON PLAN)
- 202 - REMOVAL OF LANDSCAPE GROUND COVER AND ANY UNDERLYING BARRIER. STOCKPILE PER PROPERTY OWNERS RECOMMENDATION.
- 202 - REMOVAL OF PIPE AS SHOWN. (SIZE AND TYPE AS SHOWN ON PLAN)
- 202 - REMOVAL OF MANHOLE. CONTRACTOR SHALL SALVAGE RING AND COVER AND DELIVER TO CITY SHOPS.
- 210 - RESET LANDSCAPE GROUND COVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING.
- 102.11/108.5 - SANITARY SEWER BASIC MANHOLE (48" I.D.). INCLUDES CONNECTION OF ADJACENT SEWER LINE, FORMING INVERTS AND ADJUSTING TO FINAL GRADE. (SEE CITY OF GRAND JUNCTION STANDARD DETAIL SS-02). FIELD COAT MANHOLE INTERIOR WITH SYSTEM NO. 30 PER SECTION 09900 OF THE PROJECT MANUAL.
- 102.11/108.5 - MANHOLE BARREL SECTION (D=5') (48" I.D.)
- 102.9/108.2 - 8" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.
- 102.9/108.3 - 8" X 4" SEWER SERVICE TAP. FULL BODY WYE (SEE STD. DETAIL SS-06).
- 104.40 - CAP TOP HALF OF SEWER IN CONCRETE PER STD. DETAIL GU-04. (WATER LINE LESS THAN 18" ABOVE SEWER LINE)
- BYPASS PUMPING WILL BE REQUIRED FOR CONSTRUCTION.
- 608.06 - CONCRETE CURB (6" WIDE, 6" HIGH)
- 304 - AGGREGATE BASE COURSE (CLASS 8) (6" THICK)
- 401.08 - HOT BITUMINOUS PAVEMENT (PATCHING) (6" THICK) (GRADING SX, BINDER GRADE PG 64-22) (THREE 2" LIFTS)
- PROTECT CONCRETE FEATURE IN PLACE AS SHOWN.
- PROTECT TREE.
- PROTECT STORM DRAIN INLET.
- 826 - PROTECT EXISTING UTILITY LINE IN PLACE.
- 827 - PROTECT EXISTING GAS.

UTILITY NOTES:

- SEWER SERVICE LOCATIONS ARE ESTIMATED BASED ON VIDEO INSPECTION RECORDS. CONTRACTOR TO VERIFY SERVICE LOCATION PRIOR TO CONSTRUCTION. VIDEO INSPECTION RECORDS PROVIDED UPON REQUEST BY THE CITY OF GRAND JUNCTION.
- CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
- ALL DRY UTILITY AND ELECTRIC DESIGNS ARE PROVIDED BY OTHERS AND SHOWN FOR REFERENCE ONLY. SEE MEP PLANS AND SPECIFICATIONS AND COORDINATE WITH ALL UTILITY OWNERS AS NEEDED.
- CONTRACTOR TO MARK ALL UTILITY STUDS WITH MARKERS.



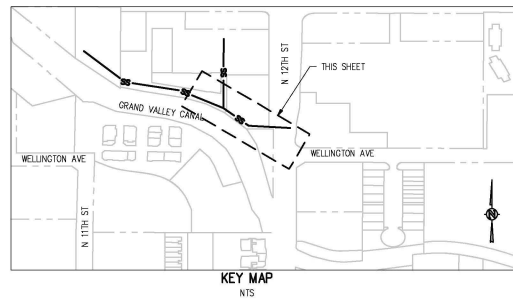
REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
1	DESIGNED BY	DATE		
2	CHECKED BY	DATE		
3	APPROVED BY	DATE		

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SANITARY SEWER PLAN AND PROFILE



202 - REMOVAL OF ASPHALT MAT CUT AND REMOVE ASPHALT AS SHOWN. (INDICATED BY DOT HATCH PATTERN)

3 210 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN (INDICATED BY CROSS HATCH PATTERN). INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMP, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.

10 210 - REMOVAL OF LANDSCAPE GROUND COVER AND ANY UNDERLYING BARRIER. STOCKPILE PER PROPERTY OWNERS RECOMMENDATION.

15 210 - REMOVAL OF PIPE AS SHOWN. (SIZE AND TYPE AS SHOWN ON PLAN)

18 210 - REMOVAL OF MANHOLE. CONTRACTOR SHALL SALVAGE RING AND COVER AND DELIVER TO CITY SHOPS.

100 210 - RESET LANDSCAPE GROUND COVER. CONTRACTOR SHALL REMOVE GROUND COVER AND ANY UNDERLYING WEED BARRIER AS NEEDED AND STOCKPILE MATERIALS. CONTRACTOR SHALL RESET THESE MATERIALS AND PROVIDE ADDITIONAL MATERIALS AS NEEDED TO RESTORE LANDSCAPING.

300 102.11/108.5 - SANITARY SEWER BASIC MANHOLE (48" I.D.), INCLUDES CONNECTION OF ADJACENT SEWER LINE, INVERT INVERTS AND ADJUSTING TO FINAL GRADE. (SEE CITY OF GRAND RAPIDS STANDARD DETAIL SS-02). FIELD COAT MANHOLE INTERIOR WITH SYSTEM NO. 30 PER SECTION 09900 OF THE PROJECT MANUAL.

306 102.11/108.5 - MANHOLE BARREL SECTION (D=5") (48" I.D.)

320 102.11 - CONNECT MANHOLE TO EXISTING SANITARY SEWER (8" PIPE). CONTRACTOR SHALL USE A CAST-IN-PLACE BASE TO FORM INVERT AROUND THE EXISTING PIPE. "O" RING GASKETS OR OTHER WATER STOPS ARE TO BE PLACED AROUND THE INLET AND OUTLET PIPES TO ENSURE A WATER TIGHT SEAL IS PROVIDED AT THE MH BASE. CARE SHOULD BE TAKEN SO THAT THE EXISTING LINE DOES NOT SAG OR FLOAT DURING CONSTRUCTION OF THE BASE. THE TOP OF THE EXISTING PIPE SHALL BE CUT AND REMOVED TO PROVIDE FOR THE NEW INVERT IN CONTRACTOR SHALL CONTROL SEWER FLOW AND NOT ALLOW DEBRIS TO ENTER THE PIPE.

323 102.9/108.2 - 8" GRAVITY SEWER PIPE (SDR 35 PVC). INCLUDES TYPE A BEDDING AND HAUNCHING MATERIAL AND BACKFILL OF TRENCH WITH NATIVE MATERIALS MEETING 103.16 EARTH BACKFILL MATERIAL.

347 102.9/108.3 - 8" X 4' SEWER SERVICE TAP. FULL BODY WYE (SEE STD. DETAIL SS-06).

363 BYPASS PUMPING WILL BE REQUIRED FOR CONSTRUCTION.

500 608.06 - CONCRETE CURB (8" WIDE, 6" HIGH)

577 608.06 - CONCRETE DRIVEWAY SECTION (8" THICK) (COMMERCIAL)

586 608.06 - CONCRETE CURB RAMP

663 304 - AGGREGATE BASE COURSE (CLASS 6) (6" THICK)

683 401.08 - HOT BITUMINOUS PAVEMENT (PATCHING) (6" THICK) (GRADING SX, BINDER GRADE PG 64-22) (THREE 2" LIFTS)

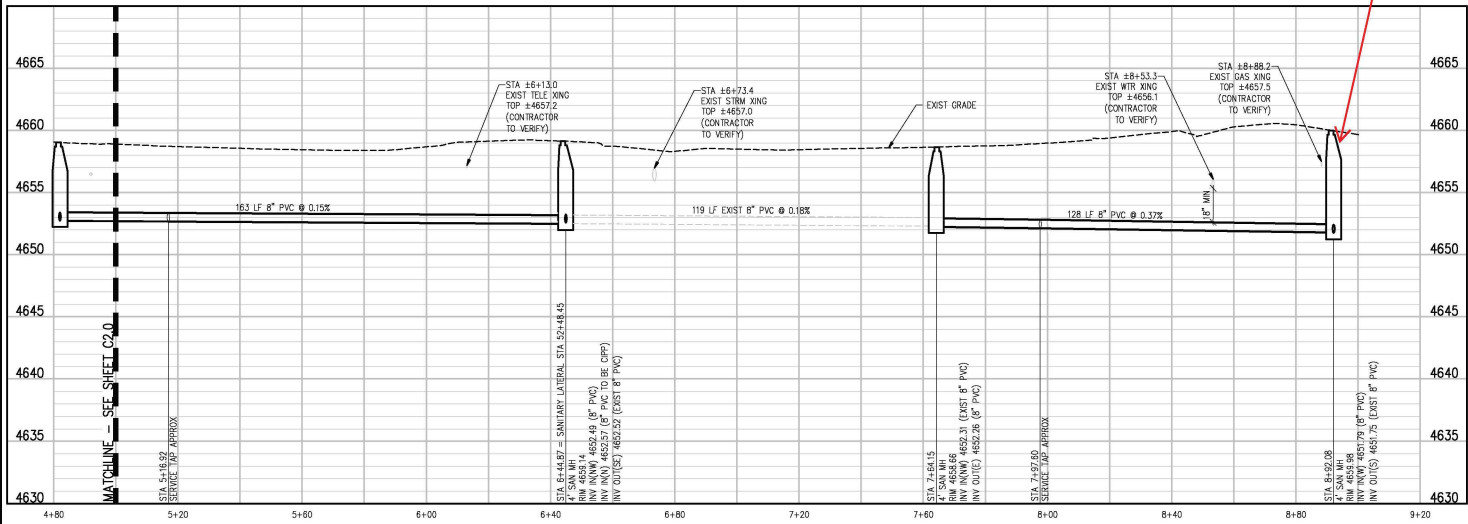
810 PROTECT STORM DRAIN INLET.





820 PROTECT UTILITY POLE

825 CONTRACTOR IS RESPONSIBLE FOR REPAIR COSTS ASSOCIATED WITH ANY/ALL DAMAGE TO PRIVATE PROPERTY BEHIND ROW LINE OR EASEMENT LIMITS

826 PROTECT EXISTING UTILITY LINE IN PLACE.

1. SEWER SERVICE LOCATIONS ARE ESTIMATED BASED ON VIDEO INSPECTION RECORDS. CONTRACTOR TO VERIFY SERVICE LOCATION PRIOR TO CONSTRUCTION. VIDEO INSPECTION RECORDS PROVIDED UPON REQUEST BY THE CITY OF GRAND JUNCTION.
2. CONTRACTOR TO FIELD VERIFY ALL EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. REFER TO GENERAL NOTES FOR UTILITY LOCATION AND PROTECTION.
3. ALL DRY UTILITY AND ELECTRIC DESIGNS ARE PROVIDED BY OTHERS AND SHOWN FOR REFERENCE ONLY. SEE MEP PLANS AND SPECIFICATIONS AND COORDINATE WITH ALL UTILITY OWNERS AS NEEDED.
4. CONTRACTOR TO MARK ALL UTILITY STUBS WITH MARKERS.



DESCRIPTION		DATE	DRAWN BY <u>ZCF/NLM</u> DATE _____	
REVISION 	_____	-	DESIGNED BY <u>ZCF/AMF</u>	DATE _____
REVISION 	_____	-	CHECKED BY <u>JJM</u>	DATE _____
REVISION 	_____	-	APPROVED BY _____	DATE _____
REVISION 	_____	-		

SCALES:
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 0 12 20 40
 VERTICAL
 0 5 10



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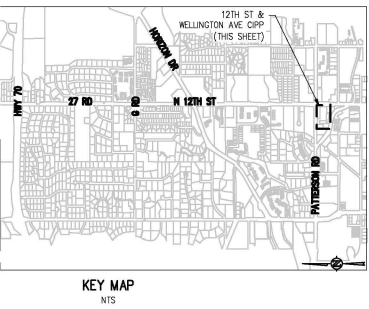
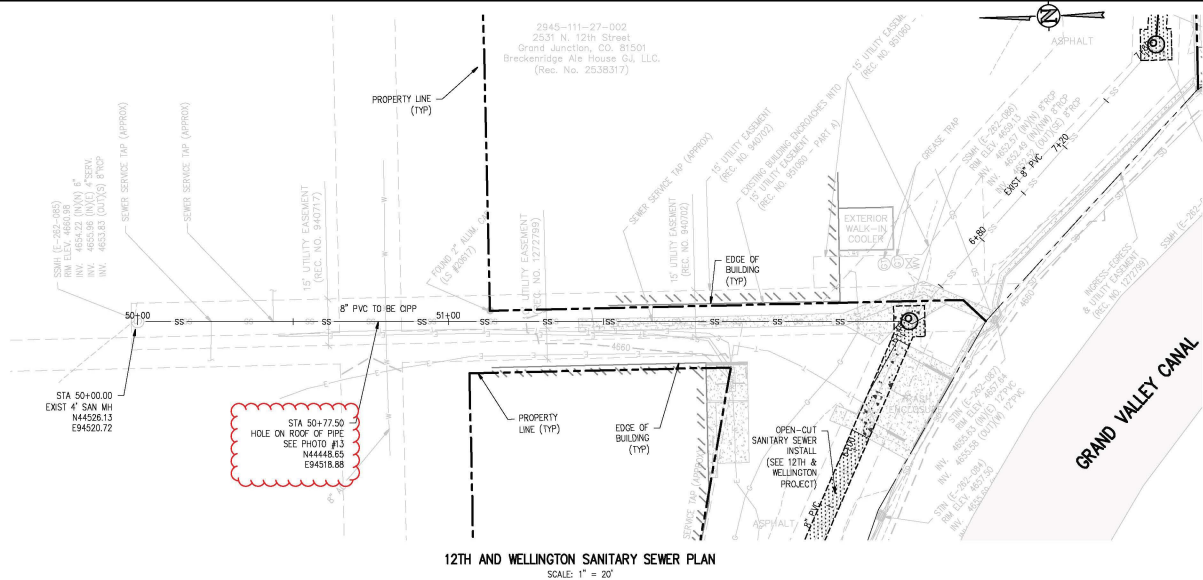


PHOTO #13 STA: 50+77.50

N:\ADAMS\JUN - City of Grand Junction - 12th St. Wellington Ave Sewer Replacement\Drawings\24261310w-01-250'-960'-01.dwg, 6/1/2024 - 10:40 AM, JLM

REVISION	DESCRIPTION	DATE	DRAWN BY	DATE	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY	DATE
1			AMF		ZOF		JLM			
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SCALE:
PLAN & PROFILE
HORIZONTAL
VERTICAL



PARADISE HILLS
SANITARY SEWER CIPP
12TH ST & WELLINGTON AVE CIPP
PLAN AND PROFILE

C1.5



Purchasing Division

ADDENDUM NO. 4

DATE: August 30, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-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:** With the manholes taking 6-8 weeks for production and the holidays quickly approaching, can the start date and completion date for this project be moved to January 2025 through March 2025? This will allow for the asphalt plants to open up and it will minimize the maintenance on the cold patch across a very busy 12th Street.
Answer: No, project needs to be completed this fall 2024.
2. **Question:** There was discussion that the 12th Street work might be required to be performed at night, any updates on that?
Answer: Night work is required. 8:00 pm through 6:00 am and 12th Street can be closed at Patterson (for southbound traffic) and Wellington (for Northbound traffic)
3. **Question:** If the trash enclosure conflicts with the existing mainline with a small realignment be accepted or will the enclosure need to be removed and replaced?
Answer: Price to have the trash enclosure remain. Use existing control joints in concrete to replace concrete stones as needed. Steel trash enclosure should not need to be removed & replaced.
4. **Question:** I did notice that in addendum #3 you changed the quantity of bid item #5 to 5 each. You did not however change the quantity of bid item #12. Should that not be 5 each as well?
Answer: yes, line item #12 needs to be quantity of 5. Please used attached revised Price Bid Schedule when submitting your bid.

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

Contractor's Bid Form Addendum 4

Bid Date: _____

Project: IFB-5487-24-DD "Sewer Replacement 12th Street and Wellington Avenue"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

PRICE BID SCHEDULE IFB-5487-24-DD
ADDENDUM NO. 4

Item No.	(Div. No.)	Description	Quantity	Units	Unit Price	Total Price
1	102.14	Concrete Encasement	20	LF	\$	\$
2	108.2	Gravity Sewer Pipe (4") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	10	LF	\$	\$
3	108.2	Gravity Sewer Pipe (8") (SDR-35 PVC) includes haunching & bedding material and native material for backfill	680	LF	\$	\$
4	108.3	Sewer Service Tap (8" x 4") (Full Body Wye)	2	EA	\$	\$
5	108.5	Sanitary Sewer Basic Manhole (48" I.D.)	5	EA	\$	\$
6	108.5	Manhole Barrel Section	30	VLF	\$	\$
7	201	Clearing & Grubbing	1	LS	\$	\$
8	202	Removal of Concrete	32	SY	\$	\$
9	202	Removal of Asphalt Mat (Full Depth)	1812	SF	\$	\$
10	202	Removal of Asphalt Mat (Planing) (2" Thick for T-Top Section)	906	SF	\$	\$
11	202	Removal of Existing Pipe	680	LF	\$	\$
12	202	Removal of Manhole	5	EA	\$	\$
13	208	Erosion & Sediment Control	1	LS	\$	\$
14	210	Reset Landscape Ground Cover	1205	SF	\$	\$
15	210	Reset Rock Landscaping	140	SF	\$	\$
16	212	Seeding (20 lbs/AC)	0.03	AC	\$	\$
17	108.4	Type A imported backfill material where native material is unacceptable for Backfill, density assumed 125 lb/ft3	1035	TONS	\$	\$
18	304	Aggregate Base Course (Class 6) (6" thick)	68	TONS	\$	\$
19	401	Hot Bituminous Pavement (Patching) (4" Thick Bottom Lift) (Grading SX, PG 64-22) (GYR.=75) (Two 2" Lifts)	302	SY	\$	\$
20	-	Cold Patch 4" thick at 12 th Street	70	SY	\$	\$
21	680.06	Concrete Curb (6" wide, 6" high)	35	LF	\$	\$
22	608.06	Concrete Flatwork	30	SY	\$	\$
23	620	Portable Sanitary Facility	1	EA	\$	\$
24	625	Construction Surveying (Includes As-Built Drawings)	1	LS	\$	\$
25	626	Mobilization	1	LS	\$	\$
26	630	Traffic Control (Complete in Place)	1	LS	\$	\$
27	108.2	Spot Repair - Parking Lot page C1.5	1	LS	\$	\$
28	MCR	Minor Contract Revision	1	LS		\$60,000.00
			Bid Amount:		\$	
Written Bid Amount:						Dollars



NOTICE OF AWARD

Date: September 20, 2024

Company: Sorter Construction, Inc.

Project: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-DD

You have been awarded the City of Grand Junction Contract for the Sewer Replacement 12th Street and Wellington Avenue (IFB-5487-24-DD) for a lump sum fee of **\$263,625.70**.

Please notify Toby Thieman, Project Engineer at 970-244-1559 or tobyth@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:

Dolly Daniels

Dolly Daniels, Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Sorter Construction INC

By:

Signed by:

W Tyler Ogle

617E7B04157D478...

Title: Vice President

Date: 9/20/2024

Contractor's Bid Form Addendum 4Bid Date: 09/04/2024Project: **IFB-5487-24-DD "Sewer Replacement 12th Street and Wellington Avenue"**Bidding Company: Sorter Construction INCName of Authorized Agent: W Tyler OgleEmail tyler@sorterdigs.comTelephone 970-242-1436 Address 2802 Hwy 50City Grand Junction State CO Zip 81503

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

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

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

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

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

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

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

State number of Addenda received: 4

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

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

Company: Sorter Construction INC

Authorized Signature: 

Title: Vice President

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

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<u>Mays</u>	<u>Concrete</u>	<u>3%</u>
<u>Martin Paving</u>	<u>Paving</u>	<u>10%</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

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

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

Dated this 4th day of September, 2024.

Principal: Sorter Construction, Inc.
Address: 2802 Hwy 50
Grand Junction, CO 81503
Signed: William R. Ogle
Title: PRESIDENT



Surety: Hartford Fire Insurance Company
Address: 690 Asylum Avenue
Hartford, CT 06155
Signed: Tina Post
Title: Tina Post Attorney-in-Fact

(seal)

INSTRUCTIONS FOR COMPLETING BID BOND

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOODY VALLEY INS AGENCY INC
 Agency Code: 34-340125

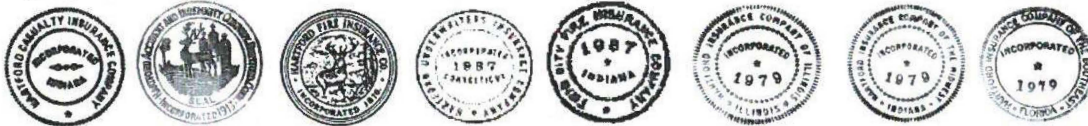
- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

James B. Lummis, Tina Post, Christopher Rose of GRAND JUNCTION, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPier

Joelle L. LaPier, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPier, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

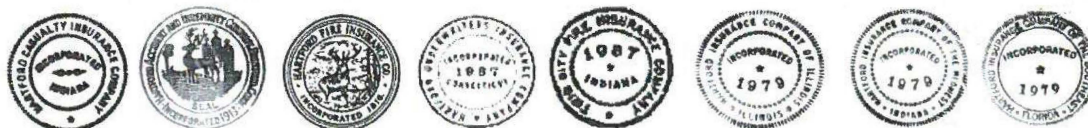


Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 4 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/28/2024

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

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

PRODUCER Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506	CONTACT NAME: Moody-Valley Insurance Agency PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: certrequestgj@moodyins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Selective Way Insurance Co</td> <td>26301</td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER C : Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Selective Way Insurance Co	26301	INSURER B : Pinnacol Assurance	41190	INSURER C : Homeland Insurance Company of New York	34452	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Homeland Insurance Company of New York	34452														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Sorter Construction, Inc. 2802 Highway 50 Grand Junction CO 81503-2288															

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			S2322437	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S2322437	01/01/2024	01/01/2025	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2322437	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1001880	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability			7930039100008	01/01/2024	01/01/2025	Each Pollution Condition 1,000,000 Aggregate 2,000,000

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

Bid: IFB-5487-24-DD Sewer Line Replacement

CERTIFICATE HOLDER City of Grand Junction 250 N. 5th St. Grand Junction CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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PERFORMANCE BOND

Bond No: 34BCSHS9267

CONTRACTOR:

(Name, legal status and address)

Sorter Construction, Inc.
2802 Highway 50
Grand Junction, CO 81501

SURETY:

(Name, legal status and principal place of business)

The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: September 20, 2024

Amount: \$263,625.70 Two hundred sixty-three thousand, six hundred twenty five and 70/100 Dollars

Description: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-DD

(Name and location)

BOND

Date: 9/23/2024

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Signature: *William R. Ogle* (Corporate Seal)

Name and Title: *William R. Ogle President*

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, Address and telephone)

AGENT or BROKER:

SURETY

Company: Hartford Fire Insurance Company

Signature: *Christopher Rose* (Corporate Seal)

Name and Title: Christopher Rose, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said

statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Section 8 is hereby deleted in its entirety and replaced with the following:

If the Surety elects to act under Section 5.1, 5.2, 5.3, or 5.4, the Surety's liability is limited to the amount of this bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

PAYMENT BOND

Bond No: 34BCSHS9267

CONTRACTOR:

(Name, legal status and address)

Sorter Construction, Inc
2802 Highway 50
Grand Junction, CO 81501

SURETY:

(Name, legal status and principal place of business)

The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: September 20, 2024

Amount: \$263,625.70 Two hundred sixty-three thousand, six hundred twenty five and 70/100 Dollars

Description: Sewer Replacement 12th Street and Wellington Avenue IFB-5487-24-DD

(Name and location)

BOND

Date: 9/23/2024

(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

Signature: *William R. Ogde* *(Corporate Seal)*

Name and Title:

William R. Ogde President

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, Address and telephone)

AGENT or BROKER:

SURETY

Company: Hartford Fire Insurance Company

Signature: *Christopher Rose* *(Corporate Seal)*

Name and Title: Christopher Rose, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer, or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1** the name of the Claimant;
- .2** the name of the person for whom the labor was done, or materials or equipment furnished;
- .3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4** a brief description of the labor, materials or equipment furnished;
- .5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7** the total amount of previous payments received by the Claimant; and
- .8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

SURETY

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOODY VALLEY INS AGENCY INC

Agency Code: 34-340125

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

James B. Lummis, Tina Post, Christopher Rose of GRAND JUNCTION, Colorado

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of September 23, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2024

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

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

PRODUCER Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302 Grand Junction CO 81506		CONTACT NAME: Moody-Valley Insurance Agency PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: certrequestgj@moodyins.com	
INSURED Sorter Construction, Inc. 2802 Highway 50 Grand Junction CO 81503-2288		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Way Insurance Co INSURER B: Pinnacle Assurance INSURER C: Homeland Insurance Company of New York INSURER D: INSURER E: INSURER F:	
		NAIC # 26301 41190 34452	

COVERAGES

CERTIFICATE NUMBER: 24/25 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		S2322437	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		S2322437	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		S2322437	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<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	N/A	1001880	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability	Y		7930039100008	01/01/2024	01/01/2025	Each Pollution Condition 1,000,000 Aggregate 2,000,000

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

Bond: 34BCSHS9267
Project: IFB-5487-24-DD Sewer Replacement 12th Street and Wellington Avenue

CERTIFICATE HOLDER

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

CANCELLATION

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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

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

Leased & rented Equipment - Selective Insurance Policy# S232243700 1/1/2024 to 1/1/2025 Limit ACV 250,000 Deductible 1,000

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS**General Liability:**

Blanket Additional Insured status applies only to the extent provided in form CG 7300 1023; CG7988 1023 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG 7300 1023 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CG 7300 1023 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form CG2504 0509 & CG2503 05/09 when required by written contract.

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form CA 7809 0423 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CA 7809 0423 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CA 7809 0423 when required by written contract.

Excess Liability:

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

Blanket Waiver of Subrogation applies only to the extent provided in form CXL456 0622 when required by written contract.

Worker's Compensation:

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

Contractors Pollution Liability:

Blanket Additional Insured status applies only to the extent provided in form OBENVGE346 0119 & OBENVGE351 0920 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form OBENVGE320 1120 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form OBENVGE319 1120 when required by written contract.

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