



**Purchase Order**  
**No. 2024-00000608**

**DATE** 11/21/2024

**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** Best Way  
**DELIVER BY**  
**FREIGHT TERMS** FOB Dest, Frght Prepaid .Allow  
**Payment Terms: Net 30 Days**  
**Buyer Name:** Dolly Daniels  
**Buyer Email:** dollyd@gjcity.org

Award #5545-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - Emergency Siphon Work-Redlands Siphon Repair 902-615-090.8425 - Sewer Collection 286,709.25 F0016-F001643	286,709.2500	\$286,709.25
PURCHASE ORDER TOTAL				\$286,709.25

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

By: Dolly f. Daniels



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **21st of November 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 Contractor has agreed to furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Emergency Purchase Repair Redlands Siphon #5545-24-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 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:

- a. The body of this contract agreement.
- b. Contractors' Proposal.
- c. Work Change Requests (directing that changed work be performed);
- d. Field Orders.
- e. Change Orders.

## ARTICLE 2

**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.

## ARTICLE 3

**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 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.

**Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by **December 18, 2024**, 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 **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

#### ARTICLE 4

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 Eighty-Six Thousand, Seven Hundred Nine, and 25/100 Dollars (\$286,709.25)**. 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 Contractor's proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners 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 Contract Documents, 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 Contract Documents.

**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.

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 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 5

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 (100%) of the Contract Price set forth in Article 5.

#### ARTICLE 6

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 7

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction 11/22/2024  
Duane Hoff Jr., Contract Administrator Date

Sorter Construction Inc.

Signed by:  
By: W. Tyler Ogden 11/22/2024  
W. Tyler Ogden, Vice President Date



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

<b>To:</b>	City of Grand Junction	<b>Contact:</b>	Toby Thieman
<b>Address:</b>	250 N 5th Street Grand Junction, CO 81501	<b>Phone:</b>	(970) 244-1565
<b>Project Name:</b>	Ridges Force Main Repair	<b>Fax:</b>	
<b>Project Location:</b>		<b>Bid Number:</b>	2493-TO-2
		<b>Bid Date:</b>	11/1/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Connect To Existing Force Main	3.00	EACH	\$8,136.00	\$24,408.00
2	10" C-900 PVC Sanitary Sewer Main Included Fittings, Spools, Tracer Wire. 360"+/-	1.00	LS	\$102,870.00	\$102,870.00
3	6" C-900 PVC Sanitary Sewer Force Main Includes Fitting To Re Route And Tie Into 10" Included Fittings, Spools, Tracer Wire.	1.00	LS	\$20,949.00	\$20,949.00
4	10" Sidewalk 6" Thick To Include Bollard Replacement Hot Water And Winter Protection Included 135LF +/-	1.00	LS	\$34,220.00	\$34,220.00
5	Aggregate Base Course (Class 6) 6" Thick	1.00	LS	\$5,975.00	\$5,975.00
6	6" Cobble Rock Surfacing Slope Restoration 8" Thick On 140N Weed Fabric	3,715.00	SF	\$4.15	\$15,417.25
7	4" Hot Bituminous Paving Driveway Repair	2,250.00	SF	\$3.50	\$7,875.00
8	Mobilization	1.00	LS	\$12,000.00	\$12,000.00
9	Stormwater Management VTP, Concrete Washout, Berms, ECT.	1.00	LS	\$4,750.00	\$4,750.00
10	Remove Check Valve Pull Lid To Remove 10" Check Valve/Air Vac And Replace With 10" Solid Sleeves And C-900. MCR	1.00	LS	\$8,245.00	\$8,245.00
		1.00	UNIT	\$0.00	\$0.00
<b>Total Bid Price:</b>				<b><u>\$236,709.25</u></b>	

**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.
- Traffic & pedestrian control, Posting, Notification, No Parks. Handling of trench plates, K-rail or crash cushions is Excluded
- Permits of any kind are excluded
- Geotechnical/Compliance testing is excluded
- Surveying is excluded

**Payment Terms:**

Payments are due upon receipt of invoice

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and hereby accepted.

**Buyer:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Sorter Construction Inc**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Tyler Ogle  
(970) 242-1436 Tyler@sorterdigs.com



**From:** [Toby Thieman](#)  
**To:** [Duane Hoff Jr.](#)  
**Cc:** [Dolly Daniels](#)  
**Subject:** Contract for Emergency Sewer Repair  
**Date:** Thursday, November 14, 2024 12:51:30 PM  
**Attachments:** [image001.png](#)  
[Ridges Force Main Replacement.pdf](#)

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Duane,

See attached.

This is a quote from Sorter Construction to perform work on an emergency Repair on the Redlands Sewer Siphon.

There was a backup on the siphon that was repaired and now the siphon needs further repair as we are currently bypass pumping sewer 24 hours a day.

We do not want to put this out to bid as this is a time sensitive repair.

We have Sorter Construction currently performing sewer repair work in two areas.

I believe this is in the best interest of the City to put Sorter Construction under contract to perform the repair work shown on the attached page.

I have added \$50,000 to the price as a Minor Contract Revision, bringing the total to \$286,709.25

Kurt Carson is aware & approves.

Randi Kim is aware & approves.

I heard Randi Kim tell me she was going to make Andrea Philips aware that this was coming her way.

Please advise me on what steps I need to take next.

Thanks,

Toby Thieman  
Project Engineer  
City of Grand Junction  
970.244.1559 office  
970.712.2757 cell



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/22/2024

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

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

<b>PRODUCER</b> Moody-Valley Insurance Agency, Inc. 760 Horizon Drive, Suite 302  Grand Junction CO 81506	<b>CONTACT NAME:</b> Moody-Valley Insurance Agency <b>PHONE (A/C, No, Ext):</b> (970) 248-8300 <b>FAX (A/C, No):</b> (970) 242-1894 <b>E-MAIL ADDRESS:</b> certrequestgj@moodyins.com																					
<b>INSURED</b> Sorter Construction, Inc. 2802 Highway 50  Grand Junction CO 81503-2288	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td><b>INSURER A:</b> Selective Way Insurance Co</td><td></td><td>26301</td></tr><tr><td><b>INSURER B:</b> Pinnacol Assurance</td><td></td><td>41190</td></tr><tr><td><b>INSURER C:</b> Homeland Insurance Company of New York</td><td></td><td>34452</td></tr><tr><td><b>INSURER D:</b></td><td></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Selective Way Insurance Co		26301	<b>INSURER B:</b> Pinnacol Assurance		41190	<b>INSURER C:</b> Homeland Insurance Company of New York		34452	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>		
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<b>INSURER E:</b>																						
<b>INSURER F:</b>																						

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			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	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2322437	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	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)

Project Name: Ridge Force Main Repair

**CERTIFICATE HOLDER****CANCELLATION**City of Grand Junction  
250 N 5th St.

Grand Junction

CO 81501

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

AUTHORIZED REPRESENTATIVE

*Moody-Valley Insurance Agency*

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AGENCY CUSTOMER ID: \_\_\_\_\_

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

**ADDITIONAL REMARKS SCHEDULE**

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

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

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

Leased &amp; 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 &amp; 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 &amp; 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

NCCI #: WC000313B  
Policy #: 1001880

Sorter Construction, Inc.  
2802 Hwy 50  
Grand Junction, CO 81503

Moody-Valley Insurance Agency, Inc.  
760 Horizon Drive  
#302  
Grand Junction, CO 81506-1509  
(970) 243-3421

**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

**SCHEDULE**

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

Effective Date: July 1, 2023      Expires on: July 1, 2024  
Pinnacol Assurance has issued this endorsement July 3, 2023