





CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **23rd day of June 2025** 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 **Grand View Commons IFB-5648-25-DD**.

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

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

**ARTICLE 1**

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **Grand View Commons (IFB-5648-25-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 Base Bid Amount of Two Million, Eight Hundred, Seven Thousand, Five Hundred, Eighty-Five and 10/100 Dollars (\$2,807,585.10).** This amount reflects the corrected amount per the Engineer's Bid Tabulation. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general

circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

## ARTICLE 6

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

## ARTICLE 7

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

## ARTICLE 8

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction  
Duane Hoff, Jr.; Contracts Administrator Date 6/23/2025

**Sorter Construction Inc.**

Signed by:  
By: W Tyler Ogle  
W. Tyler Ogle; Vice President Date 6/23/2025



**Purchasing Division**

## **Invitation for Bid**

**IFB-5648-25-DD**

### **Grand View Commons** **(Grant Funded)**

#### **Responses Due:**

**May 21, 2025, Prior to 2:00 PM**

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

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

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

**Purchasing Representative:**  
Dolly Daniels, Senior Buyer; Acting as Purchasing Agent  
**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**  
970-256-4048

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

Appendix A	Project Manual <ul style="list-style-type: none"><li>• Project Special Provisions</li></ul>
Appendix B	Geotechnical Investigation Report by Huddleston Berry.
Attachments	Construction Drawings Landscape Drawings – <u>Forthcoming Addendum</u> Irrigation Drawings – <u>Forthcoming Addendum</u>

# **1. Instructions to Bidders**

**Grant Information, Please read:** This Project is partially funded through the Department of Local Affairs (DOLA) Energy & Mineral Impact Assistance Fund's (EIAF) More Housing Now Grant Program. The Project is also required to follow grant requirements outlined in the Colorado Housing and Financing Authority (CHFA)'s Proposition 123 Land Banking Grant Program. Contractors must comply with all applicable grant conditions, including procurement, bonding, and reporting requirements. The awarded contractor must provide documentation to support quarterly grant reporting, including progress updates, expenditure tracking, and final project completion reports, as required by the City of Grand Junction and DOLA.

[State of Colorado Intergovernmental Grant Agreement](#)

[GRANT SCOPE OF PROJECT \(SOP\)](#)

- 1.1 A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this Solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 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 Invitation for Bid (IFB).
- 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; Purchasing Agent  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)  
  
With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this Solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.
- 1.4 Non-Mandatory Pre-Bid Meeting:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Friday, April 25, 2025, at 10:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.5 Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over \$500,000



from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, *all applications must be submitted no later than the application due date stated in the Solicitation document.* Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

- 1.6 Purpose:** The City of Grand Junction (City) is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the Grand View Commons Subdivision Project per Section 3.4 and attached documents. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.
- 1.7 The Owner:** The Owner is the City and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.8 Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.9 Procurement Process:** The most current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.
- 1.10 Submission:** ***Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).*** ***This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of bids.*** ***(Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our **“Electronic Vendor Registration Guide”** at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

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

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

**Bid Opening Grand View Commons**

**May 21, 2025, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/406210765>

You can also dial in using your phone.

Access Code: 406-210-765

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID: 406-210-765

Dial in or type: 67.217.95.2 or inroomlink.goto.com  
Or dial directly:  
406210765@67.217.95.2 or 67.217.95.2##406210765  
Get the app now and be ready when your first meeting starts:  
<https://meet.goto.com/install>

**1.11 Modification and Withdrawal of Bids Before Opening** Bids may be modified or withdrawn in writing by the Bidder, duly executing and submitting to the place where Bids are to be submitted at any time prior to Bid Opening.

**1.12 Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

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

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

Bids by Corporations must be executed in the corporate name by the president or vice president, or other business officer accompanied by evidence of authority to sign. The entity address and state of organization of the entity shall be shown below the signature.  
All names must be typed or printed below the signature.

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

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

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

**1.13 Exclusions:** No oral, telephone, emailed, or facsimile bid will be considered.

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

**1.15 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>.

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

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

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

On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the *Contract Documents*.

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

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

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

- 1.18 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.
- 1.19 Addenda & Interpretations:** If it becomes necessary to revise any part of this Solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Agent.
- 1.20 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs should not include taxes.
- 1.21 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.
- 1.22 Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
- 1.23 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Bidder has not taken exception, and if awarded a Contract shall hold the Bidder responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.24 Collusion Clause:** Each Bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Bidders. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.25 Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, or corporation that is in arrears to the Owner, upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

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

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

## **2. General Contract Conditions for Construction Projects**

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

all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization that has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the bid requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No

increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are, as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Bidder submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.
- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) General Liability insurance with minimum limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and  
FIVE MILLION DOLLARS (\$5,000,000) 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:

FIVE MILLION DOLLARS (\$5,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional Services performed as a result of responding to this Solicitation. With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

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

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

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

**2.19. Time:** Time is of the essence with respect to the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract time set forth in the Contract

Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work including, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

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

**2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

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

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

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

insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, the Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Delay Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the Parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** 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 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 competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the

payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.34 Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35 Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36 Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing its Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.37 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done, or information that comes to the attention of the Contractor during the course of performing such Work, is to be kept strictly confidential.
- 2.38 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.40 Employment Discrimination:** During the performance of any Work, the Contractor, by submitting a Bid, agrees to the following conditions:
  - 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.40.2** The Contractor, in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - 2.40.3** Notices, advertisements, and Solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 “Affirmative Action/EEO.
- 2.42 Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.43 Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;

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

**2.49. Evaluation of Bids and Bidders:** The Owner reserves the right to:

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

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

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



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

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

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

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

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

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

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

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

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

- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this Invitation For Bid shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 2.59. Cooperative Purchasing:** Purchases as a result of this Solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricing established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's Solicitation. Orders placed by participating jurisdictions under the terms of this Solicitation will indicate its specific delivery and invoicing instructions.

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

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

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

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

**3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the Grand View Commons Subdivision Project as described in Section 3.4 and attached documents. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**Xcel and dry utility design has not been completed, final trenching direction will be addressed in a later addendum.**

**Final Landscaping and Irrigation Plan set & Specifications will be issued in a forthcoming Addendum and will be reflected in a revised Final Bid Schedule.**

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

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

- 3.2 PROJECT DESCRIPTION:** This Project generally consists of installing curb, gutter, detached sidewalk, and asphalt widening on the east side of 28 road from the north property line south to Grand Avenue, constructing a new collector street section for Grand Avenue from 28 Road to 28 ¼ Road, and constructing curb, gutter, detached sidewalk, and 25' of asphalt from the new Grand Avenue north to the existing end of 28 ¼ Road. Grand Avenue will contain water, sanitary sewer, and storm sewer for its entire length. 28 ¼ Road will contain water. Along the north property line a 30" storm sewer will be built from 28 ¼ Road to the west to daylight in Indian Wash. Xcel will be installing streetlights per the design.  
*Add Alternate per Bid Schedule - 1, 28 Road, may or may not be constructed depending on available funding.*

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

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

- 3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Friday, April 25, 2025, at 10:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

**3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:**

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

- 3.3.3 Project Manager:** The Project Manager is Rick Dorris, who can be reached at (970) 256-4034. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and emailed or delivered to:

City of Grand Junction  
Attn: Rick Dorris, Project and Development Engineer  
244 N. 7<sup>th</sup> Ave.  
Grand Junction, CO 81501  
[rickdo@gjcity.org](mailto:rickdo@gjcity.org)

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

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

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

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

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

**3.3.7 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

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

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

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

**3.3.9 Time of Completion:** The scheduled time of Completion for the Project is 150 Calendar Days from the starting date specified in the Notice to Proceed.

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

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

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

**3.3.12 Permits:** The following permits are required for the Project and will be obtained by

the City at no cost to the Contractor:

- *Colorado Department of Public Health and Environment (CDPHE) – Construction Stormwater Discharge Permit* – The City of Grand Junction will obtain the Stormwater Discharge Permit and then transfer the permit to the Contractor before the start of the Project. The Contractor must comply with all applicable CDPHE regulations, including Water Quality Control Regulations (5 CCR 1002-61 & 1002-62) for stormwater and retention basins. Air Quality Control Regulations for dust control and emissions. Construction and Demolition Waste Management requirements for site cleanup and disposal.
- *Mesa County Construction Stormwater Permit* – The City will make application and the Contractor will sign the permit prior to construction.

**3.3.13 City Furnished Materials:** The City will furnish electronic CAD files for the Project:

- For construction layout
- For use in estimating earthwork quantities. These files are for the convenience of the Contractor. The Contractor is responsible for independently verifying existing and proposed surfaces and calculating earthwork quantities.

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

**3.3.15 Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with an approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City at least one week prior to the start of work such that adequate notices can be provided to the traveling public.

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

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

The Contractor shall stockpile and store materials and equipment on Lot 4 of the Grand View Commons Subdivision and within the roadway right-of-way, the multi-purpose easements, and the temporary construction easements as shown on the Construction Plans. The area of disturbance shall be minimized and proper construction stormwater controls shall be installed and maintained. The Contractor shall have the boundaries of the easements staked by its surveyor, so the construction limits are clearly defined. The Contractor shall keep all construction activities within these boundaries at all times.

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

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

- Project Schedule
- Traffic Control Plan
- Construction Phasing Plan
- Construction Schedule, to be updated as necessary to reflect actual conditions.
- List of contacts for Contractor and any Sub-Contractors
- Hourly rate table for labor and equipment to be used on this Project
- All materials
- Shop drawings for all manholes including conflict manholes
- HMA Mix Design
- Concrete Mix Design
- Shop drawings for storm Drain Inlets
- Vehicle Tracking Pad
- Concrete Washout Structure
- Preformed Thermoplastic Pavement Marking (Word-Stripe-Symbol)

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

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

**3.3.22 Work to be Performed by the City (Prior to Construction):** None

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

**3.3.24 Existing Utilities and Structures:** Existing underground utilities were potholed at specific locations during the design of this Project. The location of existing utilities and structures are shown on the construction drawings and are approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

**Utility Contacts, Coordination, and Relocations:** Known utilities with the limits of this project are:

- City of Grand Junction (San., Storm, and Water) – Rick Dorris 970-256-4034
- City of Grand Junction (Signage and Striping) – Eric Mocko 970-256-4017
- City of Grand Junction (Irrigation) – Randy Coleman 970-254-3821
- Xcel Energy (Electric & Gas) – Michael Easter 970-260-6018
- Century Link (Telephone & Fiber Optic) – Chris Johnson 970-244-4311
- Charter (Cable Television) – Mark Kostelecky 970-623-9415
- Clearnetworkx (Fiber Internet) – Ben Endreson 970-417-9374

Application has been made to Xcel for streetlights and electric and gas service for this project. The design has not yet been completed. Streetlights will be installed but gas and electrical service may or may not be installed with this project due to the uncertainty of the number of housing units to be installed on Lot 4. The design for other dry utilities has not been completed either. Xcel may or may not be providing their own trenching, backfill, and compaction. Joint utility trenching has been included in the bid schedule as though this contract will perform the dry utility trenching and backfill. This may or may not be used. Xcel may or may not dig the streetlight trench, or they may be served from the joint trench. More definition will be provided, via addendum, as it becomes available.

The Work described in these plans and specifications requires full cooperation between the Contractor and the utility owners in regard to conducting its respective operations.

The Contractor shall be required to meet with each utility owner impacted by the Work a minimum of fifteen (15) days in advance of any construction operations to coordinate required utility work with the construction activity. Coordination with utility owners includes, but is not limited to, providing, and periodically updating an accurate construction schedule that includes all utility work elements. Surveying and/or staking of utility relocations shall be performed by the Contractor's surveyor.

The Contractor shall conduct coordination meetings as necessary for the purpose of coordinating construction activities with the utility owners. Frequency of the utility coordination meetings may be revised as deemed necessary by the City, Contractor, and utility owner(s).

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Project Engineer. However, traffic control for utility work outside of the typical Project work hours or outside of the Project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control as per the bid items for traffic control as established on this Project.

The Contractor shall keep each utility owner advised of any work being done to its facility so that each utility owner can coordinate its inspections for final acceptance of the work with the Project Engineer.

**3.3.25 Construction Surveying:** The Contractor is responsible for all construction surveying.

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



Electronic information for As-Built records shall include, but is not limited to, verification of all horizontal and vertical changes in pipe alignments, elbows, tees, manholes, valves, control structures, service taps, service pipe (horizontal and vertical deflections to ROW line, meter pits, or clean-outs, whichever is closer), beginning and ending of slip-lined segments, additional conduit added for current & future utilities, tie-in or connection to existing infrastructure, etc. Distance between As-Built data points along pipe alignment is dependent on the amount of deflection used to install the pipe in the field. There must be sufficient point data to create a plan and profile of all infrastructure accurate to within eighteen inches (18") horizontal and one inch (1") vertical of the physical structures anywhere along the project.

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

- 3.3.27 Manhole Grade Rings:** Concrete grade rings, shims and non-shrink grout shall not be used on the sewer manhole sections. Approved grade rings for this Project shall be either HDPE Adjusting Rings by LadTech, Inc., Expanded Polypropylene grade rings by Cretex Pro-Ring, or approved equal.

Grade rings shall be installed per the manufacturer's recommendations and directions. Caulk and sealants shall be approved by the manufacturer and shall be applied per the manufacturer's recommendation. The top-grade ring shall match as close as possible the cross-slope of the existing roadway surface. Both manufacturers of grade rings provide grade rings that can accommodate the existing roadway cross-slope.

- 3.3.28 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters:** The only locations of existing sidewalks, pans, fillets, curb, and gutter are the southern end of the existing 28 ¼ Road and 2801 Grand Ave. Minor removal is necessary to establish a clean edge. 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 Project Meetings:** The Contractor and the City shall conduct meetings on-site at least once every two weeks. These meetings shall be attended by the Contractor's Project Manager and Site Supervisor and the City's Project Engineer and Project Inspector. When required, the utility companies' project representative should be invited to the meetings. An updated Project schedule should be available and dispersed at each meeting.

- 3.3.30 Adjacent Businesses:** The Contractor shall closely coordinate with adjacent businesses and contractors to ensure they continually have adequate access to stay in operation.

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

- 1A – Excavation and Grading
- 1C – Stream and Stormwater
- 2A – Roadway and Earthwork
- 2B – Asphalt Paving
- 2D – Concrete Roadway Paving
- 2E – Concrete, Sidewalk, Curb, and Gutter
- 2G – Small Bridges and Structures
- 3A – Sewer Pipe & Manholes
- 3D – Waterline Distribution

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

**3.3.32 Testing:** The City will be hiring the geotechnical quality assurance testing for this project. The contractor is responsible for coordinating all testing with the City's geotechnical testing firm. The contractor is responsible for their own quality control testing.

**3.3.33 ADA Certification:** At project closeout, the Contractor shall furnish a letter (stamped by a Colorado Licensed Engineer) to the City stating the project conforms to ADA requirements.

**3.4 SCOPE OF WORK:** This Project generally consists of installing curb, gutter, detached sidewalk, and asphalt widening on the east side of 28 road from the north property line south to Grand Avenue (approximately 1300 feet), constructing a new collector street section for Grand Avenue from 28 Road to 28 ¼ Road (approximately 1700 feet), and constructing curb, gutter, detached sidewalk, and 25' of asphalt from the new Grand Avenue north to the existing end of 28 ¼ Road (approximately 650 feet). Grand Avenue will contain water, sanitary sewer, and storm sewer for its entire length. 28 ¼ Road will contain water. Along the north property line a 30" storm sewer will be built from 28 ¼ Road to the west to daylight in Indian Wash. Total pipe length is approximately 6800 feet. Xcel will be installing streetlights per their design. Landscaping and irrigation design will be included in a forthcoming addendum. The Xcel and dry utility design will be included in a forthcoming addendum.

Add Alternate per Bid Schedule - 1, 28 Road, may or may not be constructed depending on available funding.

### **3.5 Attachments: (Click on Links for Access)**

Appendix A Project Manual

- [Special Provisions](#)

Appendix B

- [Geotechnical Report](#)

Attachments

- [Construction Drawings](#)

- Landscape Drawings – **In Forthcoming Addendum**
- Irrigation Drawings – **In Forthcoming Addendum**

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

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **Contractor's Bid Bond or Bonding Capacity Letter**

### **3.7 IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on	March 21, 2025
Landscape and Irrigation Addendum	April 11, 2025
Non-Mandatory Pre-Bid Meeting	April 25, 2025, 10:00 AM
Inquiry deadline, no questions after this date	May 7, 2025
Addendum Posted	May 12, 2025
Pre-Qualification Application Deadline	May 12, 2025
Submittal deadline for Bids	May 21, 2025, 2:00 PM
City Council Approval (if required)	June 4, 2025
Notice of Award & Contract execution	June 6, 2025
Bonding & Insurance Cert due	June 16, 2025
Preconstruction meeting	TBD
Work begins no later than	Upon Receipt of Notice to Proceed
Final Completion	150 Calendar Days from Notice to Proceed

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

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

**Project:** IFB-5648-25-DD" Grand View Commons Subdivision"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title: \_\_\_\_\_

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

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

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

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

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	201	Clearing and Grubbing		Lump Sum	---	\$ _____
2	202	Removal of Asphalt Mat (Full Depth) (Complete in Place)	1,834.	SY	\$ _____	\$ _____
3	202	Removal of Asphalt Mat (Planing) (2" Depth)	89.	SY	\$ _____	\$ _____
4	210	Remove and Reset Stop Sign	1.	EA	\$ _____	\$ _____
5	202	Remove Storm Manholes & Pipe (28-1/4 Road)		Lump Sum	---	\$ _____
6	210	Adjust Manhole Rims	7.	EA	\$ _____	\$ _____
7	210	Remove and Reset Fence and Gate Controller (2801 Grand Ave) (Includes Corner Fence)		Lump Sum	---	\$ _____
8	202	Remove Light and Wood Pole (2801 Grand Ave)		Lump Sum	---	\$ _____
9	202	Remove Concrete Barriers (Deliver to City Shops)		Lump Sum	---	\$ _____
10	203	Earthwork (Complete in Place)		Lump Sum	---	\$ _____
11	306	Reconditioning (12" Depth) (Complete in Place) (toe of slope to toe of slope)	24,850.	SY	\$ _____	\$ _____
12	306	Reconditioning (12" Depth) (Complete in Place) (2801 Grand Ave)	737.	SY	\$ _____	\$ _____
13	304	Subgrade Stabilization (Class 3 ABC) (30" Depth) (Complete in Place) (As Directed)	5,000.	SY	\$ _____	\$ _____
14	420	Geotextile (Mirafi 580i or Approved Equal) (Complete in Place) (As Directed)	12,800.	SY	\$ _____	\$ _____
15	208	Vehicle Tracking Pad		Lump Sum	---	\$ _____
16	208	Silt Berm		Lump Sum	---	\$ _____
17	208	Concrete Washout Structure		Lump Sum	---	\$ _____
18	208	Erosion Log	150.	LF	\$ _____	\$ _____
19	208	Storm Drain Inlet/Culvert Protection	3.	EA	\$ _____	\$ _____
20	208	Aggregate Bag	150.	LF	\$ _____	\$ _____
21	208	Erosion Control Management		Lump Sum	---	\$ _____
22	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____
23	304	ABC (Class 3) (12" Thick) (Under Sidewalk Areas)	3,023.	SY	\$ _____	\$ _____
24	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____
25	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	3,023.	SY	\$ _____	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
26	304	ABC (Class 6) (10" Thick) (Under Parking Lot at 2801 Grand Ave)	737.	SY	\$ _____	\$ _____
27	401	HMA (5" Thick) (SX 75, PG 64-22)	3,025.	TON	\$ _____	\$ _____
28	401	HMA (3" Thick) (SX 75, PG 64-22) (2801 Grand Ave)	111.	TON	\$ _____	\$ _____
29	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	250.	SY	\$ _____	\$ _____
30	304	ABC (Class 6) (6" Thick) (Shoulder 4' Wide)	284.	SY	\$ _____	\$ _____
31	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	4,107.	LF	\$ _____	\$ _____
32	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base) (Parking Lot Area 2801 Grand Ave)	105.	LF	\$ _____	\$ _____
33	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	2,594.	SY	\$ _____	\$ _____
34	608	Concrete Driveway Section (8" Thick) (Complete in Place) (Excludes Base)	39.	SY	\$ _____	\$ _____
35	608	Concrete Intersection Fillet & Drainage Pan (Complete in Place) (Excludes Base)	321.	SY	\$ _____	\$ _____
36	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	10.	EA	\$ _____	\$ _____
37	614	Stop/Street/Speed limit Sign Panels (Includes posts)	4.	EA	\$ _____	\$ _____
38	614	End of Roadway Type III Barrier	100.	LF	\$ _____	\$ _____
39	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
40	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	7.	EA	\$ _____	\$ _____
41	627	Preformed Thermoplastic Pavement Marking (Pedestrian Crosswalk)	3.	EA	\$ _____	\$ _____
42	203	Dry Utility Trenching (Complete in Place)	3,867.	LF	\$ _____	\$ _____
43	613	4" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	1,000.	LF	\$ _____	\$ _____
44	613	2" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	225.	LF	\$ _____	\$ _____
45	102	Connect To Existing Main (8" Water) (Complete in Place) (Grand Ave)	Lump Sum		---	\$ _____
46	102	Connect To Existing Main (8" Water) (Complete in Place) (28 1/4 Road)	Lump Sum		---	\$ _____
47	102	8" Water Pipe (C-900 PVC) (Complete in Place)	2,425.	LF	\$ _____	\$ _____
48	102	8" Gate Valve	6.	EA	\$ _____	\$ _____
49	102	6" Gate Valve	5.	EA	\$ _____	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
50	102	8" x 8" Tee	2.	EA	\$ _____	\$ _____
51	102	8" x 6" Tee	5.	EA	\$ _____	\$ _____
52	102	Fire Hydrant (Includes 6" C-900 Extension)	5.	EA	\$ _____	\$ _____
53	102	2" Blow-off	2.	EA	\$ _____	\$ _____
54	102	2" Water Meter Service (Complete in Place)	1.	EA	\$ _____	\$ _____
55	102	12" Storm Drain Pipe	10.	LF	\$ _____	\$ _____
56	102	18" Storm Drain Pipe	576.	LF	\$ _____	\$ _____
57	102	24" Storm Drain Pipe	864.	LF	\$ _____	\$ _____
58	102	30" Storm Drain Pipe	998.	LF	\$ _____	\$ _____
59	102	36" Storm Drain Pipe	366.	LF	\$ _____	\$ _____
60	102	Single Storm Drain Inlet (Vertical Curb)	4.	EA	\$ _____	\$ _____
61	102	Double Storm Drain Inlet (Vertical Curb)	1.	EA	\$ _____	\$ _____
62	102	Storm Sewer Basic Manhole (5' I.D.)	8.	EA	\$ _____	\$ _____
63	102	Storm Sewer Basic Manhole (6' I.D.)	1.	EA	\$ _____	\$ _____
64	102	Conflict Storm Sewer Manhole C2 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
65	102	Conflict Storm Sewer Manhole C3 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
66	102	36" Culvert End Section(RCP) (Flared)	1.	EA	\$ _____	\$ _____
67	506	Riprap (8" D50) (Includes Mirafi 700X or Approved Equal)	Lump Sum		---	\$ _____
68	210	Adjust Double Inlet (A-2)	Lump Sum		---	\$ _____
69	102	Connect to Double Inlet (A-2) (Complete in Place)	Lump Sum		---	\$ _____
70	102	Connect to Existing Main (8" Sewer) (Complete in Place)	Lump Sum		---	\$ _____
71	102	8" Gravity Sewer Pipe	1,556.	LF	\$ _____	\$ _____
72	102	Sanitary Sewer Basic Manhole (4' I.D.)	11.	EA	\$ _____	\$ _____
73	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
74	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____



## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
75	630	Traffic Control Plan		Lump Sum	---	\$ _____
76	626	Mobilization		Lump Sum	---	\$ _____
77	620	Sanitary Facility		Lump Sum	---	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00

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

**Bid Amount:**

dollars

### ADD Alternate 1 - 28 Road Widening

A-1	202	Removal of Asphalt Mat (Planing) (2" Depth)	1,041.	SY	\$ _____	\$ _____
A-2	203	Earthwork (Complete in Place)		Lump Sum	---	\$ _____
A-3	306	Reconditioning (12" Depth) (Complete in Place)(to toe of slope)	7,479.	SY	\$ _____	\$ _____
A-4	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A-5	304	ABC (Class 3) (12" Thick) (Under Sidewalk Areas)	1,507.	SY	\$ _____	\$ _____
A-6	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A-7	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	1,507.	SY	\$ _____	\$ _____
A-8	401	HMA (3" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	308.	TON	\$ _____	\$ _____
A-9	401	HMA (2" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	253.	TON	\$ _____	\$ _____
A-10	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	33.	SY	\$ _____	\$ _____
A-11	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	1,233.	LF	\$ _____	\$ _____
A-12	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	1,418.	SY	\$ _____	\$ _____
A-13	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	1.	EA	\$ _____	\$ _____
A-14	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
A-15	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	2.	EA	\$ _____	\$ _____
A-16	203	Dry Utility Trenching (Complete in Place)	1,233.	LF	\$ _____	\$ _____

Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A-17	613	2" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	135.	LF	\$ _____	\$ _____
A-18	210	Adjust Curb Inlet (28 Road Near Grand Ave)	Lump	Sum	---	\$ _____
A-19	625	Construction Surveying (Includes As-Built Drawings)	Lump	Sum	---	\$ _____
A-20	630	Traffic Control (Complete in Place)	Lump	Sum	---	\$ _____
A-21	630	Traffic Control Plan	Lump	Sum	---	\$ _____
A-22	626	Mobilization	Lump	Sum	---	\$ _____

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

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



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** March 27, 2025  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Grand View Commons IFB-5648-25-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 questions/answers/clarifications:

**1. Revision to Section 3.3.31 Pre-Qualification:** Contractors must be pre-qualified in the following categories to submit a bid response to this Project:

<del>1A – Excavation and Grading</del>	Not Required for this project
<del>1C – Stream and Stormwater</del>	Not Required for this project
2A – Roadway and Earthwork	
2B – Asphalt Paving	
<del>2D – Concrete Roadway Paving</del>	Not Required for this project
2E – Concrete, Sidewalk, Curb, and Gutter	
<del>2G – Small Bridges and Structures</del>	Not Required for this project
3A – Sewer Pipe & Manholes	
3D – Waterline Distribution	

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:** April 14, 2025  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Grand View Commons IFB-5648-25-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 questions/answers/clarifications:

**1. Revision to Section 3.7 IFB Tentative Time Schedule:**

The Landscape and Irrigation Plan Set will be issued with the Final Addendum and not on April 11 as indicated in the solicitation.

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:** April 22, 2025  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Grand View Commons IFB-5648-25-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 questions/answers/clarifications:

### **1. Revision to Section 3.7 IFB Tentative Time Schedule:**

	<b>Original Date</b>	<b>Revised Date</b>
Invitation for Bids Available On	March 21, 2025	March 21, 2025
Landscape and Irrigation Addendum	April 11, 2025	June 2, 2025 Per Addendum 2
Non Mandatory Pre-Bid Meeting	April 25, 2025 @ 10:00 AM	May 14, 2025 @ 9:00 AM
Inquiry Deadline	May 7, 2025	May 28, 2025
Final Addendum	May 12, 2025	June 2, 2025
Pre-Qualification Application Deadline	May 12, 2025	June 2, 2025
Submittal Deadline for Bids	May 21, 2025 @ 2:00 PM	June 12, 2025 @ 2:00 PM
City Council Approval	June 4, 2025	July 2, 2025
Notice of Award	June 6, 2025	July 5, 2025
Bonding and Insurance Due	June 16, 2025	July 15, 2025
Preconstruction Meeting	TBD	TBD
Work Begins No Later Than	Receipt of Notice to Proceed	Receipt of Notice to Proceed
Final Completion	150 Calendar Days from NTP	150 Calendar Days from NTP

**Non-Mandatory Pre-Bid Meeting:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting. **The meeting will be held at the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Wednesday, May 14, 2025, at 9:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

Bid Opening Grand View Commons

**Jun 12**, 2025, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/406210765>

You can also dial in using your phone.

Access Code: 406-210-765

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID: 406-210-765

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

Or dial directly: 406210765@67.217.95.2 or 67.217.95.2###406210765

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

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

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

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



## Purchasing Division

**ADDENDUM NO. 4**

**DATE:** May 27, 2025  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Grand View Commons IFB-5648-25-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 questions/answers/clarifications:

**1. Revision to Addendum No. 3 IFB Tentative Time Schedule:**

	<b>Original Date</b>	<b>Add. 3 Revised Date</b>	<b>Add. 4 Revised Date</b>
Invitation for Bids Available On	March 21, 2025	March 21, 2025	No Change
Landscape and Irrigation Addendum	April 11, 2025	June 2, 2025, Per Addendum 2	May 27, 2025
Non Mandatory Pre-Bid Meeting	April 25, 2025 @ 10:00 AM	May 14, 2025 @ 9:00 AM	No Change
Inquiry Deadline	May 7, 2025	May 28, 2025	June 5, 2025
Final Addendum	May 12, 2025	June 2, 2025	June 9, 2025
Pre-Qualification Application Deadline	May 12, 2025	June 2, 2025	June 9, 2025
Submittal Deadline for Bids	May 21, 2025 @ 2:00 PM	June 12, 2025 @ 2:00 PM	June 17, 2025 @ 11:30 AM
City Council Approval	June 4, 2025	July 2, 2025	No Change
Notice of Award	June 6, 2025	July 5, 2025	No Change
Bonding and Insurance Due	June 16, 2025	July 15, 2025	No Change
Preconstruction Meeting	TBD	TBD	TBD
Work Begins No Later Than	Receipt of Notice to Proceed	Receipt of Notice to Proceed	Receipt of Notice to Proceed
Milestone Completion Date			Asphalt by November 30, 2025
Final Completion	150 Calendar Days from NTP	150 Calendar Days from NTP	See No. 2 Clarification Below

Bid Opening Grand View Commons

**Jun 17, 2025, 11:30 AM (America/Denver)**

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

<https://meet.goto.com/406210765>

You can also dial in using your phone.

Access Code: 406-210-765

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID: 406-210-765

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

Or dial directly: 406210765@67.217.95.2 or 67.217.95.2##406210765

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

## **2. Revision to Section 3.3.9 Time of Completion**

The scheduled time of Completion for the Project is 210 Calendar Days from the starting date specified in the Notice to Proceed (in allowance for winter shutdown).

Asphalt Paving shall be completed no later than November 30<sup>th</sup>, 2025. Completion of the asphalt paving operations by the target date will result in an incentive payment of \$10,000.00. The contractor shall be responsible for maintenance and protection of all work throughout the duration of the project, including winter work.

Final 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. Revision to Section 3.3.25 Construction Surveying**

The contractor is responsible for all construction surveys. Construction survey shall include the survey of the underdrain, irrigation lines, main, isolation, and zone valves, and shall be incorporated into the final "As-Built" drawings.

## **4. Addition of Section 3.3.34 Invoicing and Payment Processing**

Construction of the additional work for 28 Rd. is not included in the grant funding obtained for the project. If the additional work is awarded, the City is requesting that the contractor bill all work for 28 Rd separately from the rest of the project.

## **5. Question: Can quantities for the earthwork lump sum item be provided?**

**Answer:** The City will provide CAD files from Austin Civil Group for quantity take off and earthwork measurement purposes upon request.

## **6. Attachments:**

- [Landscape Plans](#)
- [Irrigation Plans](#)
- [Xcel Conceptual Design](#)
- [Civil Plans](#)
- [Revised Bid Schedule](#)

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

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
<b>GRAND AVE &amp; 28 1/4 RD</b>						
1	201	Clearing and Grubbing		Lump Sum	---	\$ _____
2	202	Removal of Asphalt Mat (Full Depth) (Complete in Place)	1,834.	SY	\$ _____	\$ _____
3	202	Removal of Asphalt Mat (Planing) (2" Depth)	89.	SY	\$ _____	\$ _____
4	210	Remove and Reset Stop Sign	1.	EA	\$ _____	\$ _____
5	202	Remove Storm Manholes & Pipe (28-1/4 Road)		Lump Sum	---	\$ _____
6	210	Adjust Manhole Rims	7.	EA	\$ _____	\$ _____
7	210	Remove and Reset Fence and Gate Controller (2801 Grand Ave) (Includes Corner Fence)		Lump Sum	---	\$ _____
8	202	Remove Light and Wood Pole (2801 Grand Ave)		Lump Sum	---	\$ _____
9	202	Remove Concrete Barriers (Deliver to City Shops)		Lump Sum	---	\$ _____
10	203	Earthwork (Complete in Place)		Lump Sum	---	\$ _____
11	306	Reconditioning (12" Depth) (Complete in Place) (toe of slope to toe of slope)	24,850.	SY	\$ _____	\$ _____
12	306	Reconditioning (12" Depth) (Complete in Place) (2801 Grand Ave)	737.	SY	\$ _____	\$ _____
13	304	Subgrade Stabilization (Class 3 ABC) (30" Depth) (Complete in Place) (As Directed)	5,000.	SY	\$ _____	\$ _____
14	420	Geotextile (Mirafi 580i or Approved Equal) (Complete in Place) (As Directed)	5,000.	SY	\$ _____	\$ _____
15	208	Vehicle Tracking Pad		Lump Sum	---	\$ _____
16	208	Silt Berm		Lump Sum	---	\$ _____
17	208	Concrete Washout Structure		Lump Sum	---	\$ _____
18	208	Erosion Log	150.	LF	\$ _____	\$ _____
19	208	Storm Drain Inlet/Culvert Protection	3.	EA	\$ _____	\$ _____
20	208	Aggregate Bag	150.	LF	\$ _____	\$ _____
21	208	Erosion Control Management		Lump Sum	---	\$ _____
22	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____
23	304	3/4" Crushed Gravel - 1 ft depth (Not incl under sidewalk)	350.	CY	\$ _____	\$ _____
24	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
25	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	3,023.	SY	\$ _____	\$ _____
26	304	ABC (Class 6) (10" Thick) (Under Parking Lot at 2801 Grand Ave)	737.	SY	\$ _____	\$ _____
27	401	HMA (5" Thick) (SX 75, PG 64-22)	3,025.	TON	\$ _____	\$ _____
28	401	HMA (3" Thick) (SX 75, PG 64-22) (2801 Grand Ave)	111.	TON	\$ _____	\$ _____
29	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	250.	SY	\$ _____	\$ _____
30	304	ABC (Class 6) (6" Thick) (Shoulder 4' Wide)	284.	SY	\$ _____	\$ _____
31	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	4,107.	LF	\$ _____	\$ _____
32	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base) (Parking Lot Area 2801 Grand Ave)	105.	LF	\$ _____	\$ _____
33	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	2,594.	SY	\$ _____	\$ _____
34	608	Concrete Driveway Section (8" Thick) (Complete in Place) (Excludes Base)	39.	SY	\$ _____	\$ _____
35	608	Concrete Intersection Fillet & Drainage Pan (Complete in Place) (Excludes Base)	321.	SY	\$ _____	\$ _____
36	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	10.	EA	\$ _____	\$ _____
37	308	Concrete Chase Drain (Detention Pond)	30.	LF	\$ _____	\$ _____
38	614	Stop/Street/Speed limit Sign Panels (Includes posts)	4.	EA	\$ _____	\$ _____
39	614	End of Roadway Type III Barrier	100.	LF	\$ _____	\$ _____
40	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
41	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	7.	EA	\$ _____	\$ _____
42	627	Preformed Thermoplastic Pavement Marking (Pedestrian Crosswalk)	3.	EA	\$ _____	\$ _____
43	613	4" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	1,000.	LF	\$ _____	\$ _____
44	102	Connect To Existing Main (8" Water) (Complete in Place) (Grand Ave)	Lump Sum		---	\$ _____
45	102	Connect To Existing Main (8" Water) (Complete in Place) (28 1/4 Road)	Lump Sum		---	\$ _____
46	102	8" Water Pipe (C-900 PVC) (Complete in Place)	2,425.	LF	\$ _____	\$ _____
47	102	8" Gate Valve	6.	EA	\$ _____	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
48	102	6" Gate Valve	5.	EA	\$ _____	\$ _____
49	102	8" x 8" Tee	2.	EA	\$ _____	\$ _____
50	102	8" x 6" Tee	5.	EA	\$ _____	\$ _____
51	102	Fire Hydrant (Includes 6" C-900 Extension)	5.	EA	\$ _____	\$ _____
52	102	2" Blow-off	2.	EA	\$ _____	\$ _____
53	102	2" Water Meter Service (Complete in Place)	1.	EA	\$ _____	\$ _____
54	102	12" Storm Drain Pipe	10.	LF	\$ _____	\$ _____
55	102	18" Storm Drain Pipe	676.	LF	\$ _____	\$ _____
56	102	24" Storm Drain Pipe	864.	LF	\$ _____	\$ _____
57	102	30" Storm Drain Pipe	998.	LF	\$ _____	\$ _____
58	102	36" Storm Drain Pipe	366.	LF	\$ _____	\$ _____
59	102	Single Storm Drain Inlet (Vertical Curb)	5.	EA	\$ _____	\$ _____
60	102	Double Storm Drain Inlet (Vertical Curb)	1.	EA	\$ _____	\$ _____
61	102	Storm Sewer Basic Manhole (5' I.D.)	8.	EA	\$ _____	\$ _____
62	102	Storm Sewer Basic Manhole (6' I.D.)	1.	EA	\$ _____	\$ _____
63	102	Conflict Storm Sewer Manhole C2 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
64	102	Conflict Storm Sewer Manhole C3 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
65	102	18" Culvert End Section (RCP) (Flared)	1.	EA	\$ _____	\$ _____
66	102	36" Culvert End Section(RCP) (Flared)	1.	EA	\$ _____	\$ _____
67	506	Riprap (8" D50) (Includes Mirafi 700X or Approved Equal)	Lump Sum		---	\$ _____
68	210	Adjust Double Inlet (A-2)	Lump Sum		---	\$ _____
69	102	Connect to Double Inlet (A-2) (Complete in Place)	Lump Sum		---	\$ _____
70	102	Connect to Existing Main (8" Sewer) (Complete in Place)	Lump Sum		---	\$ _____
71	102	8" Gravity Sewer Pipe	1,556.	LF	\$ _____	\$ _____
72	102	Sanitary Sewer Basic Manhole (4' I.D.)	11.	EA	\$ _____	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
73	623	Backflow Preventor - Febco 825YA - 1-1/2"	1.	EA	\$ _____	\$ _____
74	623	Imperial ICA-22-xx Controller Assembly with Solar	1.	EA	\$ _____	\$ _____
75	623	1-1/2" Wilkins Pressure Reducing Valve	1.	EA	\$ _____	\$ _____
76	623	Netafim Hydrometer Flow Sensor/Master Valve w/ER register	1.	EA	\$ _____	\$ _____
77	623	1-1/2" PVC SCH 40 Mainline	1,720.	LF	\$ _____	\$ _____
78	623	1" PVC CL 200 Laterals	1,341.	LF	\$ _____	\$ _____
79	623	Air Relief Valves	2.	LF	\$ _____	\$ _____
80	623	PEB-IVM Zone Valves - 1"	6.	EA	\$ _____	\$ _____
81	623	Isolation Valves	2.	EA	\$ _____	\$ _____
82	623	Manual Drain Valve	1.	EA	\$ _____	\$ _____
83	623	Quick Couplers	3.	EA	\$ _____	\$ _____
84	623	Emitters & 1/4" Distribution Tubing	334.	EA	\$ _____	\$ _____
85	623	3/4" Tubing	700.	LF	\$ _____	\$ _____
86	623	Pipe Transition Point above grade (PVC to Drip)	12.	EA	\$ _____	\$ _____
87	623	Flush Caps in 6" Round Box	12.	EA	\$ _____	\$ _____
88	623	1804 Spray Heads (for Lawn areas)	6.	LF	\$ _____	\$ _____
89	623	4" PVC Irrigation Sleeving, bury at cross section depth	20.	LF	\$ _____	\$ _____
90	623	5 Gallon Shrubs	54.	EA	\$ _____	\$ _____
91	623	2'X2'X3' Granite Boulders	122.	EA	\$ _____	\$ _____
92	623	1 Gallon Perennials/Ornamental Grasses	45.	EA	\$ _____	\$ _____
93	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	145.	CY	\$ _____	\$ _____
94	623	Fine Grading	16,102.	SF	\$ _____	\$ _____
95	623	Steel Edger	124.	LF	\$ _____	\$ _____
96	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	3,600.	SF	\$ _____	\$ _____
97	623	Grass Hydroseed/Hydromulch	270.	SF	\$ _____	\$ _____
98	623	Backfill -Topsoil	130.	CY	\$ _____	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
99	623	Unclassified Backfill, Low Salt	190.	CY	\$ _____	\$ _____
100	623	Weed Fabric	35,761.	SF	\$ _____	\$ _____
101	623	4" Slotted HDPE Pipe (open trench)	781.	LF	\$ _____	\$ _____
102	623	4" Solid HDPE Pipe (open trench)	1,043.	LF	\$ _____	\$ _____
103	623	Flared End Section Assembly	1.	LF	\$ _____	\$ _____
104	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
105	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
106	630	Traffic Control Plan	Lump Sum		---	\$ _____
107	626	Mobilization	Lump Sum		---	\$ _____
108	620	Sanitary Facility	Lump Sum		---	\$ _____
		Asphalt Paving Incentive	---	---	---	\$ 10,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00
DISC		Prompt Payment Discount				
<b>Bid Amount:</b>					<b>\$ _____</b>	

**Bid Amount:****dollars****ADD Alternate 1 - 28 Road Widening**

A1	202	Removal of Asphalt Mat (Planing) (2" Depth)	1,041.	SY	\$ _____	\$ _____
A2	203	Earthwork (Complete in Place)	Lump Sum		---	\$ _____
A3	306	Reconditioning (12" Depth) (Complete in Place)(to toe of slope)	7,479.	SY	\$ _____	\$ _____
A4	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A5	304	Backfill -3/4" Crushed Gravel - 1 ft depth (Not incl under sidewalk)	460.	CY	\$ _____	\$ _____
A6	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A7	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	1,507.	SY	\$ _____	\$ _____
A8	401	HMA (3" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	308.	TON	\$ _____	\$ _____
A9	401	HMA (2" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	253.	TON	\$ _____	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A10	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	33.	SY	\$ _____	\$ _____
A11	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	1,233.	LF	\$ _____	\$ _____
A12	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	1,418.	SY	\$ _____	\$ _____
A13	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	1.	EA	\$ _____	\$ _____
A14	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
A15	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	2.	EA	\$ _____	\$ _____
A16	210	Adjust Curb Inlet (28 Road Near Grand Ave)	Lump Sum		---	\$ _____
A17	623	1-1/2" PVC SCH 40 Mainline	780.	LF	\$ _____	\$ _____
A18	623	1" PVC CL 200 Laterals	1,555.	LF	\$ _____	\$ _____
A19	623	1-1/2" PVC CL 200 Laterals	481.	LF	\$ _____	\$ _____
A20	623	Air Relief Valves	1.	LF	\$ _____	\$ _____
A21	623	PEB-IVM Zone Valves - 1"	2.	EA	\$ _____	\$ _____
A22	623	PEB-IVM Zone Valves - 1-1/2"	1.	EA	\$ _____	\$ _____
A23	623	Quick Couplers	3.	EA	\$ _____	\$ _____
A24	623	Emitters & 1/4" Distribution Tubing	116.	EA	\$ _____	\$ _____
A25	623	3/4" Tubing	130.	LF	\$ _____	\$ _____
A26	623	Pipe Transition Point above grade (PVC to Drip)	6.	EA	\$ _____	\$ _____
A27	623	Flush Caps in 6" Round Box	6.	EA	\$ _____	\$ _____
A28	623	PCN Bubblers; 3/tree _ 1804 Spray Head Body	27.	EA	\$ _____	\$ _____
A29	623	Swing Pipe	70.	LF	\$ _____	\$ _____
A30	623	4" PVC Irrigation Sleeving, bury at cross section depth	24.	LF	\$ _____	\$ _____
A31	623	1-1/2" Deciduous Trees - 28 Road	9.	EA	\$ _____	\$ _____
A32	623	5 Gallon Shrubs	30.	EA	\$ _____	\$ _____
A33	623	2'X2'X3' Granite Boulders	77.	EA	\$ _____	\$ _____

Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A34	623	1 Gallon Perennials/Ornamental Grasses	18.	EA	\$ _____	\$ _____
A35	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	115.	CY	\$ _____	\$ _____
A36	623	Fine Grading	12,307.	SF	\$ _____	\$ _____
A37	623	Steel Edger	60.	LF	\$ _____	\$ _____
A38	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	2,700.	SF	\$ _____	\$ _____
A39	623	Backfill -Topsoil	140.	CY	\$ _____	\$ _____
A40	623	Unclassified Backfill, Low Salt	255.	CY	\$ _____	\$ _____
A41	623	Weed Fabric	40,151.	SF	\$ _____	\$ _____
A42	623	4" Slotted HDPE Pipe (open trench)	270.	LF	\$ _____	\$ _____
A43	623	4" Solid HDPE Pipe (open trench)	925.	LF	\$ _____	\$ _____
A44	623	Flared End Section Assembly	1.	LF	\$ _____	\$ _____
A45	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
A46	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
A47	630	Traffic Control Plan	Lump Sum		---	\$ _____
A48	626	Mobilization	Lump Sum		---	\$ _____

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

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



Purchasing Division

## **ADDENDUM NO. 5**

**DATE:** June 9, 2025  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Grand View Commons IFB-5648-25-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 questions/answers/clarifications:

**See Attached Revised Bid Schedule. Must be used for submitting bids.**

- 1. Clarification:** The model number displayed on the plans and bid schedule of the irrigation controller for this project has been shortened to ICA22-xx for conciseness. The full model number is as follows: ICA22-ICA7-RB8-60+SLR1
- 2. Question:** Will the contract time be extended if the bid alternate is awarded? If so by how many days?  
**Answer:** The contract time will not be extended if the bid alternate is awarded.
- 3. Question:** Is there a disincentive for not having the asphalt paving completed by 11-30-25? Or would liquidated damages start on 12-1-25?  
**Answer:** There is no disincentive for failing to meet the asphalt paving incentive. Liquidated damages will not go into effect if the asphalt paving milestone is not met. Liquidated damages will go into effect according to the general contract conditions if the work is not completed within the total time allotted by the contract. If paving of 28 road won't happen prior to 11-30-25, it shall remain open in its current form, through the winter, with proper traffic safety measures. The contractor is responsible for maintaining the existing roadway and access to businesses and the public throughout the winter if paving operations are incomplete.
- 4. Question:** General Construction Note #11 in the plans of Grand View Commons refers to a Geotech report by Huddleston-Berry that the contractor will be required to comply with. The geotechnical report that is available by the link in the solicitation is from RockSol. Can the Huddleston-Berry report be made available to bidders.  
**Answer:** Please click this link for access: [Geotech Report Huddleston-Berry](#)
- 5. Question:** Please clarify: Bid #101, #102, #A42, #A43- 4" slotted/solid HDPE. Do you have a slot pattern? Specify HDPE pipe type? HDPE (corrugated pipe) is considered perf with holes not slots. Gardens in 24 Rd and Market Place was SCH40 PVC with an engineered slot pattern that had to be specially made.  
**Answer:** "Slotted Pipe" shall be 4-inch ADS Single Wall HDPE Perforated Pipe with a minimum of three holes per row each less than or equal to ½-inch in diameter. "Solid Pipe" shall be 4-inch ADS Single Wall HDPE Pipe.



**6. Question:** Please clarify: Bid #103, #A44- Flared End Section. Per LF? What type? Size?

**Answer:** The flared end sections in question have been removed from the bid schedule. The underdrain outlet pipe shall be mitered at a 3:1 slope according to the plans. Please see landscaping Detail A on Sheet L2 for any further clarification. Please note the revised bid schedule.

**7. Question:** For line item 14: will TerraTex HPG-HM58 be accepted as a functional equivalent to the Mirafi 580i? I have attached specification sheets for both items showing they meet the same standards.

**Answer:** Yes. TerraTex HPG-HM58 will be accepted as a comparable alternative to Mirafi rs580i.

**8. Question:** For line item 44: will the contractor be responsible for the material needed to wet tap onto the existing waterline (i.e. tapping sleeve & gate valve) or will that material be supplied by the City?

**Answer:** Yes. The contractor will be responsible for furnishing all materials necessary to complete wet taps.

**9. CAD Files will be sent by request by emailing [dollyd@gjcity.org](mailto:dollyd@gjcity.org)**

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

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

## Addendum 5 Revised Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
<b>GRAND AVE &amp; 28 1/4 RD</b>						
1	201	Clearing and Grubbing		Lump Sum	---	\$ _____
2	202	Removal of Asphalt Mat (Full Depth) (Complete in Place)	1,834.	SY	\$ _____	\$ _____
3	202	Removal of Asphalt Mat (Planing) (2" Depth)	89.	SY	\$ _____	\$ _____
4	210	Remove and Reset Stop Sign	1.	EA	\$ _____	\$ _____
5	202	Remove Storm Manholes & Pipe (28-1/4 Road)		Lump Sum	---	\$ _____
6	210	Adjust Manhole Rims	7.	EA	\$ _____	\$ _____
7	210	Remove and Reset Fence and Gate Controller (2801 Grand Ave) (Includes Corner Fence)		Lump Sum	---	\$ _____
8	202	Remove Light and Wood Pole (2801 Grand Ave)		Lump Sum	---	\$ _____
9	202	Remove Concrete Barriers (Deliver to City Shops)		Lump Sum	---	\$ _____
10	203	Earthwork (Complete in Place)		Lump Sum	---	\$ _____
11	306	Reconditioning (12" Depth) (Complete in Place) (toe of slope to toe of slope)	24,850.	SY	\$ _____	\$ _____
12	306	Reconditioning (12" Depth) (Complete in Place) (2801 Grand Ave)	737.	SY	\$ _____	\$ _____
13	304	Subgrade Stabilization (Class 3 ABC) (30" Depth) (Complete in Place) (As Directed)	5,000.	SY	\$ _____	\$ _____
14	420	Geotextile (Mirafi 580i or Approved Equal) (Complete in Place) (As Directed)	5,000.	SY	\$ _____	\$ _____
15	208	Vehicle Tracking Pad		Lump Sum	---	\$ _____
16	208	Silt Berm		Lump Sum	---	\$ _____
17	208	Concrete Washout Structure		Lump Sum	---	\$ _____
18	208	Erosion Log	150.	LF	\$ _____	\$ _____
19	208	Storm Drain Inlet/Culvert Protection	3.	EA	\$ _____	\$ _____
20	208	Aggregate Bag	150.	LF	\$ _____	\$ _____
21	208	Erosion Control Management		Lump Sum	---	\$ _____
22	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____
23	304	ABC (Class 3) (12" Thick) (Under Sidewalk South Side of Grand Ave.)	1,150.	SY	\$ _____	\$ _____
24	304	3/4" Crushed Gravel (12" Thick)	950.	CY	\$ _____	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
25	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ _____	\$ _____
26	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	3,023.	SY	\$ _____	\$ _____
27	304	ABC (Class 6) (10" Thick) (Under Parking Lot at 2801 Grand Ave)	737.	SY	\$ _____	\$ _____
28	401	HMA (5" Thick) (SX 75, PG 64-22)	3,025.	TON	\$ _____	\$ _____
29	401	HMA (3" Thick) (SX 75, PG 64-22) (2801 Grand Ave)	111.	TON	\$ _____	\$ _____
30	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	250.	SY	\$ _____	\$ _____
31	304	ABC (Class 6) (6" Thick) (Shoulder 4' Wide)	284.	SY	\$ _____	\$ _____
32	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	4,107.	LF	\$ _____	\$ _____
33	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base) (Parking Lot Area 2801 Grand Ave)	105.	LF	\$ _____	\$ _____
34	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	2,594.	SY	\$ _____	\$ _____
35	608	Concrete Driveway Section (8" Thick) (Complete in Place) (Excludes Base)	39.	SY	\$ _____	\$ _____
36	608	Concrete Intersection Fillet & Drainage Pan (Complete in Place) (Excludes Base)	321.	SY	\$ _____	\$ _____
37	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	10.	EA	\$ _____	\$ _____
38	608	Miscellaneous Concrete (8" Thick) (Includes 6" Class 6 ABC)	175.	SY	\$ _____	\$ _____
39	308	Concrete Chase Drain (Detention Pond)	30.	LF	\$ _____	\$ _____
40	614	Stop/Street/Speed limit Sign Panels (Includes posts)	4.	EA	\$ _____	\$ _____
41	614	End of Roadway Type III Barrier	100.	LF	\$ _____	\$ _____
42	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
43	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	7.	EA	\$ _____	\$ _____
44	627	Preformed Thermoplastic Pavement Marking (Pedestrian Crosswalk)	3.	EA	\$ _____	\$ _____
45	613	4" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	1,000.	LF	\$ _____	\$ _____
46	102	Connect To Existing Main (8" Water) (Complete in Place) (Grand Ave)	Lump Sum		---	\$ _____
47	102	Connect To Existing Main (8" Water) (Complete in Place) (28 1/4 Road)	Lump Sum		---	\$ _____

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
48	102	8" Water Pipe (C-900 PVC) (Complete in Place)	2,425.	LF	\$ _____	\$ _____
49	102	8" Gate Valve	6.	EA	\$ _____	\$ _____
50	102	6" Gate Valve	5.	EA	\$ _____	\$ _____
51	102	8" x 8" Tee	2.	EA	\$ _____	\$ _____
52	102	8" x 6" Tee	5.	EA	\$ _____	\$ _____
53	102	Fire Hydrant (Includes 6" C-900 Extension)	5.	EA	\$ _____	\$ _____
54	102	2" Blow-off	2.	EA	\$ _____	\$ _____
55	102	2" Water Meter Service (Complete in Place)	1.	EA	\$ _____	\$ _____
56	102	12" Storm Drain Pipe	10.	LF	\$ _____	\$ _____
57	102	18" Storm Drain Pipe	676.	LF	\$ _____	\$ _____
58	102	24" Storm Drain Pipe	864.	LF	\$ _____	\$ _____
59	102	30" Storm Drain Pipe	998.	LF	\$ _____	\$ _____
60	102	36" Storm Drain Pipe	366.	LF	\$ _____	\$ _____
61	102	Single Storm Drain Inlet (Vertical Curb)	5.	EA	\$ _____	\$ _____
62	102	Double Storm Drain Inlet (Vertical Curb)	1.	EA	\$ _____	\$ _____
63	102	Storm Sewer Basic Manhole (5' I.D.)	8.	EA	\$ _____	\$ _____
64	102	Storm Sewer Basic Manhole (6' I.D.)	1.	EA	\$ _____	\$ _____
65	102	Conflict Storm Sewer Manhole C2 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
66	102	Conflict Storm Sewer Manhole C3 (6' I.D.) (Complete in Place)	1.	EA	\$ _____	\$ _____
67	102	18" Culvert End Section (RCP) (Flared)	1.	EA	\$ _____	\$ _____
68	102	36" Culvert End Section(RCP) (Flared)	1.	EA	\$ _____	\$ _____
69	506	Riprap (8" D50) (Includes Mirafi 700X or Approved Equal)	Lump Sum		---	\$ _____
70	210	Adjust Double Inlet (A-2)	Lump Sum		---	\$ _____
71	102	Connect to Double Inlet (A-2) (Complete in Place)	Lump Sum		---	\$ _____
72	102	Connect to Existing Main (8" Sewer) (Complete in Place)	Lump Sum		---	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
73	102	8" Gravity Sewer Pipe	1,556.	LF	\$ _____	\$ _____
74	102	Sanitary Sewer Basic Manhole (4' I.D.)	11.	EA	\$ _____	\$ _____
75	623	Backflow Preventor - Febco 825YA - 1-1/2"	1.	EA	\$ _____	\$ _____
76	623	Imperial ICA-22-xx Controller Assembly with Solar	1.	EA	\$ _____	\$ _____
77	623	1-1/2" Wilkins Pressure Reducing Valve	1.	EA	\$ _____	\$ _____
78	623	Netafim Hydrometer Flow Sensor/Master Valve w/ER register	1.	EA	\$ _____	\$ _____
79	623	1-1/2" PVC SCH 40 Mainline	1,720.	LF	\$ _____	\$ _____
80	623	1" PVC CL 200 Laterals	1,341.	LF	\$ _____	\$ _____
81	623	Air Relief Valves	2.	LF	\$ _____	\$ _____
82	623	PEB-IVM Zone Valves - 1"	6.	EA	\$ _____	\$ _____
83	623	Isolation Valves	2.	EA	\$ _____	\$ _____
84	623	Manual Drain Valve	1.	EA	\$ _____	\$ _____
85	623	Quick Couplers	3.	EA	\$ _____	\$ _____
86	623	Emitters & 1/4" Distribution Tubing	334.	EA	\$ _____	\$ _____
87	623	3/4" Tubing	700.	LF	\$ _____	\$ _____
88	623	Pipe Transition Point above grade (PVC to Drip)	12.	EA	\$ _____	\$ _____
89	623	Flush Caps in 6" Round Box	12.	EA	\$ _____	\$ _____
90	623	1804 Spray Heads (for Lawn areas)	6.	LF	\$ _____	\$ _____
91	623	4" PVC Irrigation Sleeving, bury at cross section depth	20.	LF	\$ _____	\$ _____
92	623	5 Gallon Shrubs	54.	EA	\$ _____	\$ _____
93	623	2'X2'X3' Granite Boulders	122.	EA	\$ _____	\$ _____
94	623	1 Gallon Perennials/Ornamental Grasses	45.	EA	\$ _____	\$ _____
95	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	145.	CY	\$ _____	\$ _____
96	623	Fine Grading	16,102.	SF	\$ _____	\$ _____
97	623	Steel Edger	124.	LF	\$ _____	\$ _____
98	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	3,600.	SF	\$ _____	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
99	623	Grass Hydroseed/Hydromulch	270.	SF	\$ _____	\$ _____
100	623	Backfill -Topsoil	130.	CY	\$ _____	\$ _____
101	623	Unclassified Backfill, Low Salt	190.	CY	\$ _____	\$ _____
102	623	Weed Fabric	35,761.	SF	\$ _____	\$ _____
103	623	4" Slotted HDPE Pipe (open trench)	781.	LF	\$ _____	\$ _____
104	623	4" Solid HDPE Pipe (open trench)	1,043.	LF	\$ _____	\$ _____
105	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
106	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
107	630	Traffic Control Plan	Lump Sum		---	\$ _____
108	626	Mobilization	Lump Sum		---	\$ _____
109	620	Sanitary Facility	Lump Sum		---	\$ _____
		Asphalt Paving Incentive	---	---	---	\$ 10,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00
<b>Bid Amount:</b>					<b>\$ _____</b>	

**Bid Amount:**

**dollars**

### ADD Alternate 1 - 28 Road Widening

A1	202	Removal of Asphalt Mat (Planing) (2" Depth)	1,041.	SY	\$ _____	\$ _____
A2	203	Earthwork (Complete in Place)	Lump Sum		---	\$ _____
A3	306	Reconditioning (12" Depth) (Complete in Place)(to toe of slope)	7,479.	SY	\$ _____	\$ _____
A4	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A5	304	Backfill -3/4" Crushed Gravel (12" Thick)	920.	CY	\$ _____	\$ _____
A6	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ _____	\$ _____
A7	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	1,507.	SY	\$ _____	\$ _____
A8	401	HMA (3" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	308.	TON	\$ _____	\$ _____

## Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A9	401	HMA (2" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	253.	TON	\$ _____	\$ _____
A10	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	33.	SY	\$ _____	\$ _____
A11	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	1,233.	LF	\$ _____	\$ _____
A12	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	1,418.	SY	\$ _____	\$ _____
A13	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	1.	EA	\$ _____	\$ _____
A14	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ _____	\$ _____
A15	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	2.	EA	\$ _____	\$ _____
A16	623	1-1/2" PVC SCH 40 Mainline	780.	LF	\$ _____	\$ _____
A17	623	1" PVC CL 200 Laterals	1,555.	LF	\$ _____	\$ _____
A18	623	1-1/2" PVC CL 200 Laterals	481.	LF	\$ _____	\$ _____
A19	623	Air Relief Valves	1.	LF	\$ _____	\$ _____
A20	623	PEB-IVM Zone Valves - 1"	2.	EA	\$ _____	\$ _____
A21	623	PEB-IVM Zone Valves - 1-1/2"	1.	EA	\$ _____	\$ _____
A22	623	Quick Couplers	3.	EA	\$ _____	\$ _____
A23	623	Emitters & 1/4" Distribution Tubing	116.	EA	\$ _____	\$ _____
A24	623	3/4" Tubing	130.	LF	\$ _____	\$ _____
A25	623	Pipe Transition Point above grade (PVC to Drip)	6.	EA	\$ _____	\$ _____
A26	623	Flush Caps in 6" Round Box	6.	EA	\$ _____	\$ _____
A27	623	PCN Bubblers; 3/tree _ 1804 Spray Head Body	27.	EA	\$ _____	\$ _____
A28	623	Swing Pipe	70.	LF	\$ _____	\$ _____
A29	623	4" PVC Irrigation Sleeving, bury at cross section depth	24.	LF	\$ _____	\$ _____
A30	623	1-1/2" Deciduous Trees - 28 Road	9.	EA	\$ _____	\$ _____
A31	623	5 Gallon Shrubs	30.	EA	\$ _____	\$ _____
A32	623	2'X2'X3' Granite Boulders	77.	EA	\$ _____	\$ _____

Bid Schedule: Grand View Commons

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A33	623	1 Gallon Perennials/Ornamental Grasses	18.	EA	\$ _____	\$ _____
A34	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	115.	CY	\$ _____	\$ _____
A35	623	Fine Grading	12,307.	SF	\$ _____	\$ _____
A36	623	Steel Edger	60.	LF	\$ _____	\$ _____
A37	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	2,700.	SF	\$ _____	\$ _____
A38	623	Backfill -Topsoil	140.	CY	\$ _____	\$ _____
A39	623	Unclassified Backfill, Low Salt	255.	CY	\$ _____	\$ _____
A40	623	Weed Fabric	40,151.	SF	\$ _____	\$ _____
A41	623	4" Slotted HDPE Pipe (open trench)	270.	LF	\$ _____	\$ _____
A42	623	4" Solid HDPE Pipe (open trench)	925.	LF	\$ _____	\$ _____
A43	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ _____
A44	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ _____
A45	630	Traffic Control Plan	Lump Sum		---	\$ _____
A46	626	Mobilization	Lump Sum		---	\$ _____
Bid Amount:					\$ _____	

Bid Amount:

dollars





## **NOTICE OF AWARD**

Date: June 23, 2025  
Company: Sorter Construction, Inc.  
Project: Grand View Commons IFB-5648-25-DD

---

You have been awarded the City of Grand Junction Contract for the Grand View Commons (IFB-5648-25-DD) in the Base Bid Amount of **\$2,807,585.10**.

Please notify Rick Dorris, Project Engineer at 970-256-4034 or [rickdo@gjcity.org](mailto:rickdo@gjcity.org) for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Bonds and Insurance Certificate, as per the Contract Documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr., Contract Administrator - City of Grand Junction*  
Duane Hoff Jr. Contracts Administrator

---

## **SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Sorter Construction INC

By: *W Tyler Ogilvie*  
Signed by: 617E7B04157D478...

Title: Vice President

Date: 6/23/2025

## 4. Contractor's Bid Form

**Bid Date:** 06/17/2025

**Project:** IFB-5648-25-DD" Grand View Commons Subdivision"

**Bidding Company:** Sorter Construction

**Name of Authorized Agent:** Clint Gardner

**Email** clint@sorterdigs.com

**Telephone** 970-242-1436 **Address** 2802 Highway 50

**City** Grand Junction **State** CO **Zip** 81503

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

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

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

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

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

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

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

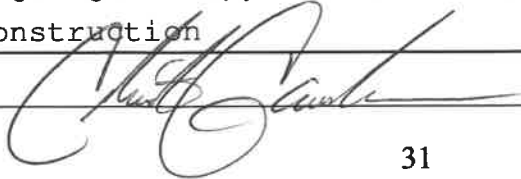
State number of Addenda received: 1, 2, 3, 4, 5

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

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

**Company:** Sorter Construction

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



Title: Estimator

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

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<u>Mays Concrete</u>	<u>Concrete</u>	<u>10%</u>
<u>Martin Paving</u>	<u>Paving</u>	<u>15%</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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

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

**Addendum 5 Revised Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
<b>GRAND AVE &amp; 28 1/4 RD</b>						
1	201	Clearing and Grubbing		Lump Sum	---	\$ 34,475.00
2	202	Removal of Asphalt Mat (Full Depth) (Complete in Place)	1,834.	SY	\$ 10.00	\$ 18,340.00
3	202	Removal of Asphalt Mat (Planing) (2" Depth)	89.	SY	\$ 25.00	\$ 2,225.00
4	210	Remove and Reset Stop Sign	1.	EA	\$ 350.00	\$ 350.00
5	202	Remove Storm Manholes & Pipe (28-1/4 Road)		Lump Sum	---	\$ 10,000.00
6	210	Adjust Manhole Rims	7.	EA	\$ 750.00	\$ 5,250.00
7	210	Remove and Reset Fence and Gate Controller (2801 Grand Ave) (Includes Corner Fence)		Lump Sum	---	\$ 2,750.00
8	202	Remove Light and Wood Pole (2801 Grand Ave)		Lump Sum	---	\$ 4,000.00
9	202	Remove Concrete Barriers (Deliver to City Shops)		Lump Sum	---	\$ 1,250.00
10	203	Earthwork (Complete in Place)		Lump Sum	---	\$ 70,000.00
11	306	Reconditioning (12" Depth) (Complete in Place) (toe of slope to toe of slope)	24,850.	SY	\$ 1.50	\$ 37,275.00
12	306	Reconditioning (12" Depth) (Complete in Place) (2801 Grand Ave)	737.	SY	\$ 1.50	\$ 1,105.50
13	304	Subgrade Stabilization (Class 3 ABC) (30" Depth) (Complete in Place) (As Directed)	5,000.	SY	\$ 25.52	\$ 127,600.00
14	420	Geotextile (Mirafi 580i or Approved Equal) (Complete in Place) (As Directed)	5,000.	SY	\$ 8.00	\$ 40,000.00
15	208	Vehicle Tracking Pad		Lump Sum	---	\$ 750.00
16	208	Silt Berm		Lump Sum	---	\$ 5,500.00
17	208	Concrete Washout Structure		Lump Sum	---	\$ 750.00
18	208	Erosion Log	150.	LF	\$ 4.00	\$ 600.00
19	208	Storm Drain Inlet/Culvert Protection	3.	EA	\$ 350.00	\$ 1,050.00
20	208	Aggregate Bag	150.	LF	\$ 5.00	\$ 750.00
21	208	Erosion Control Management		Lump Sum	---	\$ 2,500.00
22	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ 12.91	\$ 163,221.13
23	304	ABC (Class 3) (12" Thick) (Under Sidewalk South Side of Grand Ave.)	1,150.	SY	\$ 10.34	\$ 11,891.00
24	304	3/4" Crushed Gravel (12" Thick)	950.	CY	\$ 44.00	\$ 41,800.00

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
25	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	12,643.	SY	\$ 6.60	\$ 83,443.80
26	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	3,023.	SY	\$ 6.60	\$ 19,951.80
27	304	ABC (Class 6) (10" Thick) (Under Parking Lot at 2801 Grand Ave)	737.	SY	\$ 11.00	\$ 8,107.00
28	401	HMA (5" Thick) (SX 75, PG 64-22)	3,025.	TON	\$ 148.76	\$ 449,999.00
29	401	HMA (3" Thick) (SX 75, PG 64-22) (2801 Grand Ave)	111.	TON	\$ 163.50	\$ 18,148.50
30	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	250.	SY	\$ 59.50	\$ 14,875.00
31	304	ABC (Class 6) (6" Thick) (Shoulder 4' Wide)	284.	SY	\$ 6.79	\$ 1,928.36
32	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	4,107.	LF	\$ 21.16	\$ 86,904.12
33	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base) (Parking Lot Area 2801 Grand Ave)	105.	LF	\$ 30.71	\$ 3,224.55
34	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	2,594.	SY	\$ 48.25	\$ 125,160.50
35	608	Concrete Driveway Section (8" Thick) (Complete in Place) (Excludes Base)	39.	SY	\$ 87.06	\$ 3,395.34
36	608	Concrete Intersection Fillet & Drainage Pan (Complete in Place) (Excludes Base)	321.	SY	\$ 127.30	\$ 40,863.30
37	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	10.	EA	\$ 1,333.25	\$ 13,332.50
38	608	Miscellaneous Concrete (8" Thick) (Includes 6" Class 6 ABC)	175.	SY	\$ 180.00	\$ 31,500.00
39	308	Concrete Chase Drain (Detention Pond)	30.	LF	\$ 49.45	\$ 1,483.50
40	614	Stop/Street/Speed limit Sign Panels (Includes posts)	4.	EA	\$ 450.00	\$ 1,800.00
41	614	End of Roadway Type III Barrier	100.	LF	\$ 121.75	\$ 12,175.00
42	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ 325.00	\$ 1,300.00
43	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	7.	EA	\$ 280.00	\$ 1,960.00
44	627	Preformed Thermoplastic Pavement Marking (Pedestrian Crosswalk)	3.	EA	\$ 3,705.00	\$ 11,115.00
45	613	4" Electrical Conduit (Sch 40 PVC) (Utility Sleeve) (Grey)	1,000.	LF	\$ 24.86	\$ 24,860.00
46	102	Connect To Existing Main (8" Water) (Complete in Place) (Grand Ave)	Lump Sum		---	\$ 10,000.00
47	102	Connect To Existing Main (8" Water) (Complete in Place) (28 1/4 Road)	Lump Sum		---	\$ 2425.00

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
48	102	8" Water Pipe (C-900 PVC) (Complete in Place)	2,425.	LF	\$ 50.25	\$ 121,856.25
49	102	8" Gate Valve	6.	EA	\$ 2,437.70	\$ 14,626.20
50	102	6" Gate Valve	5.	EA	\$ 1,600.00	\$ 8,000.00
51	102	8" x 8" Tee	2.	EA	\$ 1,068.50	\$ 2,137.00
52	102	8" x 6" Tee	5.	EA	\$ 878.00	\$ 4,390.00
53	102	Fire Hydrant (Includes 6" C-900 Extension)	5.	EA	\$ 8,104.75	\$ 40,523.75
54	102	2" Blow-off	2.	EA	\$ 835.50	\$ 1,671.00
55	102	2" Water Meter Service (Complete in Place)	1.	EA	\$ 1,500.00	\$ 1,500.00
56	102	12" Storm Drain Pipe	10.	LF	\$ 66.00	\$ 660.00
57	102	18" Storm Drain Pipe	676.	LF	\$ 60.00	\$ 40,560.00
58	102	24" Storm Drain Pipe	864.	LF	\$ 73.30	\$ 63,331.20
59	102	30" Storm Drain Pipe	998.	LF	\$ 85.80	\$ 85,628.40
60	102	36" Storm Drain Pipe	366.	LF	\$ 96.15	\$ 35,190.90
61	102	Single Storm Drain Inlet (Vertical Curb)	5.	EA	\$ 7,055.00	\$ 35,275.00
62	102	Double Storm Drain Inlet (Vertical Curb)	1.	EA	\$ 8,840.50	\$ 8,840.50
63	102	Storm Sewer Basic Manhole (5' I.D.)	8.	EA	\$ 7,657.75	\$ 61,262.00
64	102	Storm Sewer Basic Manhole (6' I.D.)	1.	EA	\$ 4,648.40	\$ 4,648.40
65	102	Conflict Storm Sewer Manhole C2 (6' I.D.) (Complete in Place)	1.	EA	\$ 9,174.00	\$ 9,174.00
66	102	Conflict Storm Sewer Manhole C3 (6' I.D.) (Complete in Place)	1.	EA	\$ 8,694.00	\$ 8,694.00
67	102	18" Culvert End Section (RCP) (Flared)	1.	EA	\$ 1,877.85	\$ 1,877.85
68	102	36" Culvert End Section(RCP) (Flared)	1.	EA	\$ 2,907.50	\$ 2,907.50
69	506	Riprap (8" D50) (Includes Mirafi 700X or Approved Equal)	Lump Sum		---	\$ 3,075.00
70	210	Adjust Double Inlet (A-2)	Lump Sum		---	\$ 750.00
71	102	Connect to Double Inlet (A-2) (Complete in Place)	Lump Sum		---	\$ 1500.00
72	102	Connect to Existing Main (8" Sewer) (Complete in Place)	Lump Sum		---	\$ 1500.00

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
73	102	8" Gravity Sewer Pipe	1,556.	LF	\$ 45.45	\$ 70,720.00
74	102	Sanitary Sewer Basic Manhole (4' I.D.)	11.	EA	\$ 6,679.50	\$ 73,474.50
75	623	Backflow Preventor - Febco 825YA - 1-1/2"	1.	EA	\$ 2,900.00	\$ 2,900.00
76	623	Imperial ICA-22-xx Controller Assembly with Solar	1.	EA	\$ 31,247.25	\$ 31,247.25
77	623	1-1/2" Wilkins Pressure Reducing Valve	1.	EA	\$ 1,865.00	\$ 1,865.00
78	623	Netafim Hydrometer Flow Sensor/Master Valve w/ER register	1.	EA	\$ 5,487.00	\$ 5,487.00
79	623	1-1/2" PVC SCH 40 Mainline	1,720.	LF	\$ 4.65	\$ 7,998.00
80	623	1" PVC CL 200 Laterals	1,341.	LF	\$ 4.05	\$ 5,431.05
81	623	Air Relief Valves	2.	LF	\$ 1,008.80	\$ 2,017.60
82	623	PEB-IVM Zone Valves - 1"	6.	EA	\$ 956.65	\$ 5,739.90
83	623	Isolation Valves	2.	EA	\$ 262.05	\$ 524.10
84	623	Manual Drain Valve	1.	EA	\$ 404.60	\$ 404.60
85	623	Quick Couplers	3.	EA	\$ 297.18	\$ 891.54
86	623	Emitters & 1/4" Distribution Tubing	334.	EA	\$ 3.25	\$ 1,085.50
87	623	3/4" Tubing	700.	LF	\$ 3.80	\$ 2,660.00
88	623	Pipe Transition Point above grade (PVC to Drip)	12.	EA	\$ 41.55	\$ 498.60
89	623	Flush Caps in 6" Round Box	12.	EA	\$ 76.95	\$ 923.40
90	623	1804 Spray Heads (for Lawn areas)	6.	LF	\$ 28.65	\$ 171.90
91	623	4" PVC Irrigation Sleeving, bury at cross section depth	20.	LF	\$ 16.75	\$ 335.00
92	623	5 Gallon Shrubs	54.	EA	\$ 93.55	\$ 5,051.70
93	623	2'X2'X3' Granite Boulders	122.	EA	\$ 169.65	\$ 20,697.30
94	623	1 Gallon Perennials/Ornamental Grasses	45.	EA	\$ 32.30	\$ 1,453.50
95	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	145.	CY	\$ 131.00	\$ 18,995.00
96	623	Fine Grading	16,102.	SF	\$ .18	\$ 2,898.36
97	623	Steel Edger	124.	LF	\$ 8.50	\$ 1,054.00
98	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	3,600.	SF	\$ 1.28	\$ 4,608.00

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
99	623	Grass Hydroseed/Hydromulch	270.	SF	\$ 1.30	\$ 351.00
100	623	Backfill -Topsoil	130.	CY	\$ 16.00	\$ 2,080.00
101	623	Unclassified Backfill, Low Salt	190.	CY	\$ 16.00	\$ 3,040.00
102	623	Weed Fabric	35,761.	SF	\$ .15	\$ 5,364.15
103	623	4" Slotted HDPE Pipe (open trench)	781.	LF	\$ 22.85	\$ 17,845.85
104	623	4" Solid HDPE Pipe (open trench)	1,043.	LF	\$ 30.75	\$ 32,072.25
105	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ 51,635.00
106	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ 29,000.00
107	630	Traffic Control Plan	Lump Sum		---	\$ 350.00
108	626	Mobilization	Lump Sum		---	\$ 125,000.00
109	620	Sanitary Facility	Lump Sum		---	\$ 750.00
		Asphalt Paving Incentive	---	---	---	\$ 10,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 150,000.00
<b>Bid Amount:</b>						<b>\$ 2,808,085.10</b>

**Bid Amount:**

Two Million Eight Hundred Eight Thousand Eighty Five Dollars 10/100 dollars

**ADD Alternate 1 - 28 Road Widening**

A1	202	Removal of Asphalt Mat (Planing) (2" Depth)	1,041.	SY	\$ 25.00	\$ 26,025.00
A2	203	Earthwork (Complete in Place)	Lump Sum		---	\$ 19,900.00
A3	306	Reconditioning (12" Depth) (Complete in Place)(to toe of slope)	7,479.	SY	\$ 1.50	\$ 11,218.50
A4	304	ABC (Class 3) (15" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ 12.93	\$ 29,053.71
A5	304	Backfill -3/4" Crushed Gravel (12" Thick)	920.	CY	\$ 43.91	\$ 40,397.20
A6	304	ABC (Class 6) (6" Thick) (Under Roadway and Concrete Areas Excluding Sidewalk)	2,247.	SY	\$ 6.62	\$ 14,875.14
A7	304	ABC (Class 6) (6" Thick) (Under Sidewalk Areas)	1,507.	SY	\$ 6.62	\$ 9,976.34
A8	401	HMA (3" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	308.	TON	\$ 148.50	\$ 45,738.00



**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A9	401	HMA (2" Thick) (SX 75, PG 64-22) (28 Road Widening Area)	253.	TON	\$ 148.50	\$ 37,570.50
A10	401	HMA (Patching) (5" Thick) (SX 75, PG 64-22) (Includes 6" Class 6 ABC and 15" Class 3 ABC and Reconditioning)	33.	SY	\$ 59.50	\$ 1,963.50
A11	608	Concrete Curb and Gutter (2' Wide) (Complete in Place) (Excludes Base)	1,233.	LF	\$ 19.00	\$ 23,427.00
A12	608	Concrete Sidewalk (5" Thick) (Complete in Place) (Excludes Base)	1,418.	SY	\$ 44.45	\$ 63,030.10
A13	608	Concrete Curb Ramp (Complete in Place) (Includes Detectable Warnings) (Excludes Base)	1.	EA	\$ 1,005.00	\$ 1,005.00
A14	627	Preformed Thermoplastic Pavement Marking (White Turn Arrow)	4.	EA	\$ 325.00	\$ 1,300.00
A15	627	Preformed Thermoplastic Pavement Marking (Bike Lane Symbol)	2.	EA	\$ 280.00	\$ 560.00
A16	623	1-1/2" PVC SCH 40 Mainline	780.	LF	\$ 4.65	\$ 3,627.00
A17	623	1" PVC CL 200 Laterals	1,555.	LF	\$ 4.05	\$ 6,297.75
A18	623	1-1/2" PVC CL 200 Laterals	481.	LF	\$ 4.39	\$ 2,111.59
A19	623	Air Relief Valves	1.	LF	\$ 1,008.75	\$ 1,008.75
A20	623	PEB-IVM Zone Valves - 1"	2.	EA	\$ 959.50	\$ 1,919.00
A21	623	PEB-IVM Zone Valves - 1-1/2"	1.	EA	\$ 1,053.00	\$ 1,053.00
A22	623	Quick Couplers	3.	EA	\$ 297.15	\$ 891.45
A23	623	Emitters & 1/4" Distribution Tubing	116.	EA	\$ 3.20	\$ 371.20
A24	623	3/4" Tubing	130.	LF	\$ 2.63	\$ 341.90
A25	623	Pipe Transition Point above grade (PVC to Drip)	6.	EA	\$ 41.50	\$ 249.00
A26	623	Flush Caps in 6" Round Box	6.	EA	\$ 76.93	\$ 461.58
A27	623	PCN Bubblers; 3/tree _ 1804 Spray Head Body	27.	EA	\$ 27.00	\$ 729.00
A28	623	Swing Pipe	70.	LF	\$ 1.17	\$ 81.90
A29	623	4" PVC Irrigation Sleeving, bury at cross section depth	24.	LF	\$ 16.75	\$ 402.00
A30	623	1-1/2" Deciduous Trees - 28 Road	9.	EA	\$ 625.95	\$ 5,633.55
A31	623	5 Gallon Shrubs	30.	EA	\$ 93.50	\$ 2,805.00
A32	623	2'X2'X3' Granite Boulders	77.	EA	\$ 169.65	\$ 13,063.05

**Bid Schedule: Grand View Commons**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
A33	623	1 Gallon Perennials/Ornamental Grasses	18.	EA	\$ 32.25	\$ 580.50
A34	623	1-1/2" Granite, 3" depth -Sidewalk to Curb	115.	CY	\$ 131.00	\$ 15,065.00
A35	623	Fine Grading	12,307.	SF	\$ .18	\$ 2,215.26
A36	623	Steel Edger	60.	LF	\$ 8.50	\$ 510.00
A37	623	Soil Amendment - 6cy/1k sf in planted areas; in plant pit elsewhere	2,700.	SF	\$ 1.28	\$ 3,456.00
A38	623	Backfill -Topsoil	140.	CY	\$ 16.00	\$ 2,240.00
A39	623	Unclassified Backfill, Low Salt	255.	CY	\$ 16.00	\$ 4,080.00
A40	623	Weed Fabric	40,151.	SF	\$ .15	\$ 6,022.65
A41	623	4" Slotted HDPE Pipe (open trench).	270.	LF	\$ 23.00	\$ 6,210.00
A42	623	4" Solid HDPE Pipe (open trench)	925.	LF	\$ 35.00	\$ 32,375.00
A43	625	Construction Surveying (Includes As-Built Drawings)	Lump Sum		---	\$ 12,420.00
A44	630	Traffic Control (Complete in Place)	Lump Sum		---	\$ 68,000.00
A45	630	Traffic Control Plan	Lump Sum		---	\$ 350.00
A46	626	Mobilization	Lump Sum		---	\$ 31,000.00
<b>Bid Amount:</b>						<b>\$ 551,611.12</b>

**Bid Amount:**

Five Hundred Fifty One Thousand Six Hundred Eleven Dollars 12/100 **dollars**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/12/2025

**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, Inc. <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 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><b>INSURER A:</b> Selective Insurance Co of America</td> <td>12572</td> </tr> <tr> <td><b>INSURER B:</b> Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td><b>INSURER C:</b> Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Selective Insurance Co of America	12572	<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>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> Selective Insurance Co of America	12572														
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<b>INSURER C:</b> Homeland Insurance Company of New York	34452														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 25/26 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>			S2322437	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			S2322437	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			S2322437	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 0							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			1001880	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Contractors Pollution Liability			7930039100009	01/01/2025	01/01/2026	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-5648-25-DD

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Junction 250 N 5th St  Grand Junction CO 81501	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>Moody-Valley Insurance Agency</i></p>
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AGENCY CUSTOMER ID: 00027260

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



ADDITIONAL REMARKS SCHEDULE

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

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

ADDITIONAL REMARKS

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

Leased & rented Equipment - Selective Insurance Policy# S232243700 1/1/2025 to 1/1/2026 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



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 12th day of June, 2025.

Principal: Sorter Construction, Inc.  
Address: 2802 Hwy 50  
Grand Junction, CO 81503  
Signed: [Signature]  
Title: Vice President



Surety: Hartford Fire Insurance Company  
Address: 690 Asylum Avenue  
Hartford, CT 06155  
Signed: [Signature]  
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.

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

# POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MOODY VALLEY INS AGENCY INC

Agency Code: 34-340125

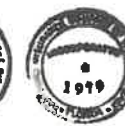
- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the 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 JUNE 12 2025.

Signed and sealed in Lake Mary, Florida.



*Keith D. Dozols*

Keith D. Dozols, Assistant Vice President